

Jackson Town Council Regular Meeting

August 16, 2021

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/82038552635?pwd=NGRrNkVvQTJhRkZaExBdkMzZzN6dz09>

If the link does not work, join at zoom.com with Webinar ID **820 3855 2635** Password: **83001**

or join by phone **1.346.248.7799** with Webinar ID **820 3855 2635** and Passcode **83001**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations

1. Introduce Greg Nelson, Sr. WWTP Operator and Talon Stephens, Network Engineer

III. PUBLIC COMMENT

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

A. Lea Kuvinka

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. August 2, 2021 regular meeting

B. Disbursements

C. July Municipal Court Report

D. Bid 21-05 Fall Patching Contract

E. Bid 21-06 Purchase of Four Police Department Hybrid SUVs

F. Bid 21-07 Purchase of New Police Department Half Ton Truck

G. New Loader Purchase for Streets Division

H. First Amendment to Gondola and Cougar Lease Agreement for Snowmaking Pumphouse

I. Grant Application Proposals for Stormwater Grants

J. P21-219 Temporary Sign Permit Jackson Hole Moose Hockey

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

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

- A. Administration
 - 1. Whole Foods Liquor Pick Up (Lynsey Lenamond)
- B. Public Works
 - 1. Bid 22-01 Consultant Selection for Wastewater Treatment Plant Technical Review (Floren Poliseo)
- C. START
 - 1. START Advertising Policy (Darren Brugmann)
- D. Planning
 - 1. **Item P21-149:** Subdivision Plat for the Upper Four Westview Townhome Units located at 315-327 Batch Plant Road (*this item will be continued indefinitely*) (Tyler Valentine)
 - 2. **Item P21-150:** Request for Final Plat at 1085 W. Highway22 (*this item will be continued to September 20, 2021*) (Katelyn Page)
 - 3. **Item P21-157:** Subdivision Plat for a 5-lot subdivision at 984 Budge Drive (Tyler Valentine)

VI. ORDINANCES

- A. **Ordinance C:** Jackson Municipal Code Title 1 Update (presented for second reading, Lea Colasuonno)
- B. **Ordinance D:** Title 16 Housing Rules and Regulations Summary of Housing Programs (presented for second reading, Stacy Stoker)
- C. **Ordinance E:** Title 16 Housing Rules and Regulations Additional Storage (presented for second reading, Stacy Stoker)
- D. **Ordinance F:** Title 16 Housing Rules and Regulations Qualification and Eligibility (presented for second reading, Stacy Stoker)
- E. **Ordinance G:** Title 16 Housing Rules and Regulations Weighted Drawing (presented for second reading, Stacy Stoker)
- F. **Ordinance H:** Title 16 Housing Rules and Regulations Sale Procedures (presented for second reading, Stacy Stoker)
- G. **Ordinance I:** Title 16 Housing Rules and Regulations Purchase Procedures (presented for second reading, Stacy Stoker)
- H. **Ordinance J:** Title 16 Housing Rules and Regulations Business Option (presented for second reading, Stacy Stoker)
- I. **Ordinance K:** Title 16 Housing Rules and Regulations Rental Standards (presented for second reading, Stacy Stoker)
- J. **Ordinance L:** Title 16 Housing Rules and Regulations Compliance (presented for second reading, Stacy Stoker)
- K. **Ordinance M:** Title 16 Housing Rules and Regulations Definitions (presented for second reading, Stacy Stoker)

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- L. **Ordinance N:** Franchise Agreement Avant Delivery (presented for second reading, Lea Colasuonno)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Chat with Council – August 25
- B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

Talon Stephens is a Wyoming native born here in Jackson. He worked as an intern for the Town IT department almost ten years ago before leaving to serve a mission in Chile. He enjoys being outdoors, going to the movies, reading books, and loves spending time with his wife, Carina.

Greg was born in Idaho and now lives in Etna, WY. He is the father of two children, Macee(20) and Waylon(18). He is married to a wonderful wife (Britnee) who he has been with for over twenty years. He likes spending time outdoors with his family whether hunting, fishing or gathering berries or firewood.



K & K on Simpson, LLC
P.O. Box 3007
Jackson, WY 83001

July 22, 2021

Jackson Town Council

Via hand delivery and email

Dear Town Council Members:

Our entity owns the property located at 70 East Simpson Avenue. This submission pertains to the sidewalk project scheduled to begin this fall on East Simpson Avenue and is made on behalf of our entity. Thank you in advance for your time and consideration of our requests.

Request to be on the August 2, 2021 agenda. The Town engineers and the assistant public works director have presented plans for the East Simpson Avenue sidewalk based on the 2015 Community Streets Plan ("Streets Plan"). This plan was adopted as a guiding document, not a regulation, on December 7, 2015 (Resolution 15-27). As owners of one of the affected properties, we are requesting this matter be placed on the August 2, 2021 Town Council meeting agenda. We believe that if the Town cites the Streets Plan as its guiding document, the exception process as well as other relevant considerations are appropriately included as agenda items and not simply public comment.

Background. Over the past few months, owners of the properties located on the south side of the block of East Simpson Avenue between South Cache Street and King Street have met with Town staff to discuss the sidewalk plans. We have met both individually and as a group. Except for one property, the staff indicates that they will not consider alternatives to a detached sidewalk. The concerned owners of the adjacent properties believe that this inflexibility overlooks several factors which would benefit the public as well as preserve the character of this block. While each lot is unique, the bottom line is that an attached sidewalk serves the public at least as well and, in many cases, better than the proposed detached sidewalk.

Pedestrian Safety. Pedestrian safety is cited as a main concern for the detached sidewalk design. The following outlines examples of safety issues which support permitting attached sidewalks on our block.

1. A snow town detached sidewalk experience.

Have you ever been to Picnic in the winter? After you pick up your treats and walk out the north door of the building, you are a pedestrian engaged in the task of prospecting a path from the cleared detached sidewalk to your car. One option is to climb a snowbank created by the pile of snow which is “stored” between the curb and the sidewalk and slide down the other side into a parked vehicle. The other option is to walk straight into the lane of traffic from either the small walkway area leading to the street or walk up the sidewalk until you reach a corner at the roadway intersection. If you do decide to walk on a cleared sidewalk, you are required to travel by foot in a lane of traffic in a snowy street until you reach your vehicle. The inescapable conclusion from this common Jackson winter experience is that pedestrian safety is compromised by the detached sidewalk design.¹

How does this relate to the East Simpson Sidewalk project? The Streets Plan as well as the Town staff cites snow storage for the town plows as a major reason for the detached sidewalk design. The staff indicated that they do not particularly care where the adjacent landowners store the Town snow they are required to remove. That said, experience tells us that if the Town plow comes by at 4 AM, and we arrive at 7 or 8 AM, there may be no practical way for snow from the sidewalk to be stored in the buffer strip as that space has been eliminated by the Town’s plow pile. No matter who is clearing the snow onto the strip, pedestrians are in the Picnic situation. If there is a sidewalk, pedestrians need cleared access to vehicles in the winter. The buffer strip/snow storage plan inhibits the most common pedestrian need in the winter. While buffer strips may not constitute a significant challenge in residential areas of town where many residents have driveways which suffice for clear access from the street to a home, our block of East Simpson Avenue is parked up most days with folks who work in nearby businesses and the courthouse.

The solution to the Picnic winter experience is simple. An attached sidewalk eliminates the challenge of navigating over a snowbank to access vehicles from the land of traffic. Town clears the street early in the morning. The landowners or tenants clear away from the attached sidewalk. The result is a clear path for all pedestrians whether it is needed to safely access a vehicle or in order to travel entirely by foot.

2. What are the realistic pedestrian hazards created by an attached sidewalk?

The Streets Plan assumes that attached sidewalks create an inherent pedestrian-vehicle conflict. No specific data is supplied to support this conclusion. The history of our block does not support such a conclusion. Anecdotally, I have had a clear view of the north side of our East Simpson Avenue block for the most part of every working day for 39 years. The six-foot attached sidewalk accommodates the “walking school bus” which guides elementary school students on

¹ This may constitute a violation of WS 31-5-605 which is not referenced at all in the Streets Plan.

their after-school journey from JES to the Arts Center at about 3:30 PM. Parents drop off and pick up their children at the day care located on the north side of this block. These functions appear to go smoothly and safely with the attached sidewalk. In fact, the safety of the day care children who need to be loaded into car seats is likely enhanced because the attached sidewalk provides a clear, level, and stable point of access to the parents' parked vehicles. On the other hand, I am not aware of any pedestrian-vehicle conflicts at all much less due to the design of the attached sidewalk.

C. Straight vs. zig-zags.

Several recent sidewalk projects have produced routes which zig-zag around trees as well as other situations resulting in a combination of attached and detached sidewalks. Old trees are wonderful. Our block of Simpson is home to several old trees and mature shrubs. The current design does include an attached sidewalk to accommodate trees on one property. On other properties, there is some discussion about avoiding trees but also some discussion about moving shrubs. The point is that the alignment of the sidewalk could be moved to the north entirely to accommodate every tree and area of concern while providing the pedestrians with one nice straight path. This also saves the extra concrete which would be required to zig and zag. The 215 South King Street building does have a detached sidewalk which has historically not been cleared on the East Simpson Avenue side. The grassy buffer strip does not include any shrubbery or trees. It is usually muddy and has not fared particularly well. A sensible solution would be to either have only one connector or to move the Simpson Avenue side of 215 South King Street sidewalk to the north to achieve consistency with the remainder of the block.

Preserving neighborhood character.

The Streets Plan cites preserving neighborhood character in considering Character Districts. See page 14. An additional consideration in this respect is that our block of East Simpson Avenue does not accommodate any pathways or transportation corridors for the START bus system.

The property owners and tenants on our block go to great lengths to maintain good looking street frontage aka "curb appeal". Overgrown weeds are ugly. Litter in overgrown weeds is especially ugly. These strips are common in Jackson. A short walk from my office to Town Hall reveals the following:

In front of the courthouse, there is an attached sidewalk. After you cross the alley, the buffer zone on the north end of the block hosts a strip of weeds with litter. Turn the corner to Pearl Avenue, look at the buffer zone beside the steps as you walk down the hill, the strip is another overgrown weed patch. Cross the driveway cut, and the Town Hall has a very attractive attached sidewalk. I have included pictures verifying these observations. See Photos 1-4. These pictures were taken on July 13, 2021. Evidently, nobody is keeping the strips weed and litter free. And, in all honesty, even with a reasonable amount of attention, these strips may be nearly impossible

to maintain properly for various reasons. These buffer areas live up to their well-deserved name: “tumbleweed strips”. So, why create another problem area when the problem can be avoided ?

Likely, every Town Council member has seen our block of Simpson Avenue numerous times. We all keep our street frontage beautifully. There are old growth trees, healthy foliage, and well-kept lawns. These “green” areas are part of the neighborhood character. They are best maintained if the current landscape is preserved rather than disturbed for the sake of a potentially ugly tumbleweed strip. We have been good stewards along with the other owners and tenants on the block. The Town should give some credit to the owners by considering our perspective when it comes to the task of maintaining the character of our block.

Exemption.

Let’s be clear on what we are suggesting. We are seeking a change in design from a mix of attached and detached sidewalks on the block to an attached design on our property and, preferably on the entire block, in order to obtain an outcome which addresses “specific street cross-sections, design treatments for each mode, and neighborhood character.” The Streets Plan contains several pages regarding Policy Application and Exemptions. See page 56. The Town Staff appears unfamiliar with this part of the Streets Plan which states that the Town Council may grant an exception.² According to the intent of the Streets Plan, our situation might justify an exemption from any sidewalk construction. We seek only a change in design to an attached sidewalk which is consistent with the guidance of the Streets Plan in certain situations.

Is there room for compromise? We would say “yes” but have not been able to elicit any buy-in from the Town staff. At the end of the day, what we are attempting to accomplish is a design which would avoid any disturbance to existing trees and shrubs, allow the existing greenery to remain in-tact as well as provide safe and unencumbered pedestrian access to curbside vehicles at all times of the year.

Respectfully submitted,



Lea Kuvinka for K & K on Simpson, LLC
Owner of 70 E. Simpson Avenue
(307) 733-6611
lea@kuvinka.com

cc: Mr. Tyler Sinclair
Mr. Larry Pardee
Mr. Bryan Lenz

² The exception may also be granted by the Transportation Advisory Committee (TAC). The Town website does not list such an entity. The joint TAC appears not to have published anything since 2017. I was informed Tyler Sinclair is a member of this committee. However, his published position is that of planner.



photo #1



Photo #2



Photo #3



photo #4

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

August 2, 2021

JACKSON, WYOMING

The Jackson Town Council met in a regular session at 6:00 P.M. This meeting was held through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *Via Zoom:* Vice Mayor Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers joined at 6:01pm. Jessica Sell Chambers left the meeting at 6:05 pm. Mayor Hailey Morton Levinson was absent.

STAFF: Larry Pardee, Kelly Thompson, Paul Anthony, Michelle Weber, Brian Lenz, Lea Colasuonno, Tyler Sinclair, Roxanne, Robinson, Stacy Stoker, Floren Poliseo, Michael Palazzolo, Carl Pelletier, Paul Anthony, Floren Poliseo, Tyler Valentine, and Lynsey Lenamond.

Vice Mayor Jorgensen led those in attendance in the Pledge of Allegiance.

Public Comment. Jordan Rich, Adrienne Henderson, Ania Morillon, Candra Day, Leah Schwartz, Anna Olson, and Paul D'Amours made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the consent calendar including items A-H as presented with the following motions. There was no public comment on the consent calendar.

A. Meeting Minutes. To approve the meeting minutes as presented for the July 19, 2021 workshop and July 19, 2021 regular meeting.

B. Disbursements. ACE HARDWARE \$1,085.40; ADVANCED GLASS TRIM, LLC -\$6,508.97; AMAZON \$300.00; AMERICAN TOWER CORPORATION \$569.81; APEX SAGE INC \$8,880.00; ARCHITECTURAL BUILDING SUPPLY \$25,453.37; AT&T \$1,656.67; BIG R RANCH & HOME \$1,326.74; BLADES GROUP \$251.98; BLISS CARGO \$1,116.00; BLUE360 MEDIA, LLC \$42.45; BODA, ROY \$1,582.50; BREAKFAST ROTARY OF JH \$1,000.00; BRIGGS, ERIC L \$350.00; BRISTOL, JAMES \$2,349.39; CARQUEST AUTO PARTS INC. \$35.00; CASPER STAR TRIBUNE \$47.53; CENTURYLINK \$215.44; CIVICPLUS \$3,481.48; CONTROL SYSTEM TECHNOLOGY, INC. \$657.00; CREATIVE ENERGIES, LLC \$75,402.50; DEAN'S PEST CONTROL LLC \$40,932.00; DELCON INC \$460.00; DRY CREEK ENTERPRISES, INC \$3,654.68; E.R. OFFICE EXPRESS \$475.00; ENERGY LABORATORIES INC. \$149.19; EVANS CONSTRUCTION INC \$1,100.00; EVIDENT \$10,118.11; FERGUSON ENTERPRISES, INC \$312.40; FIRE SERVICES OF IDAHO \$194.71; FITZGERALD, TODD \$3,438.94; FLEETPRIDE \$745.00; FORTRESS HOME IMPROVEMENTS LLC \$1,019.63; FREDERICK LANDSCAPING \$25,968.00; FRIENDS OF PATHWAYS \$2,813.76; GERLACH, EDWARD \$23,448.00; GILLIG LLC \$100.00; HD FOWLER COMPANY \$4,700.24; HIGH COUNTRY LINEN \$4,382.46; HUNT CONSTRUCTION INC \$1,141.70; IDAHO FALLS PETERBILT \$41,184.85; IDAHO TRAFFIC SAFETY, INC. \$57.70; INTERSTATE BATTERY \$384.00; JACKSON ANIMAL HOSPITAL \$1,261.25; JACKSON CURBSIDE INC. \$36.00; JACKSON HOLE LAW, PC \$1,375.00; JACKSON HOLE NEWS & GUIDE \$3,001.75; JACKSON PAINT AND GLASS, INC. \$1,937.64; JERRY SEINER CHEVROLET, INC. \$1,950.30; JORGENSEN ASSOCIATES, PC \$2,469.42; KENWORTH SALES COMPANY DEPT #1 \$7,435.00; KNOBE'S ELECTRONICS \$168.66; LANGUAGE TESTING INTERNATIONAL, INC \$2.49; LENAMOND, LYNSEY \$177.00; LEPCO \$299.60; LEWIS RETAIL, INC \$6,503.21; LOCAL GOVT LIABILITY POOL \$1,679.96; LSC TRANSPORTATION CONSULTANTS, INC \$1,000.00; MATTHEW BENDER & CO., INC. \$4,462.50; MOUNTAIN STATES LIGHTING \$772.67; NAPA AUTO PARTS INC. \$7,372.00; NORMAND, JACOB \$866.88; NTS CONSOLIDATION, LLC \$44.00; ONE CALL OF WYOMING \$7,866.00; OTAK, INC. \$491.25; OWENS, MELISSA \$2,607.00; PARTSMaster \$82.84; PLATT \$12.42; PREMIER TRUCK- SALT LAKE CITY \$216.67; PROTERRA \$2,010.18; PROTHMAN \$19.78; QUICK BROWN FOX LLC \$6,114.29; RHINEHART OIL CO, LLC \$275.00; RINK-TEC INTERNATIONAL, INC \$64,863.52; ROUTEMATCH SOFTWARE, INC. \$14,517.95; RZEKA LLC \$13,781.30; SCHOW'S TRUCK CENTER \$25,000.00; SHERWIN-WILLIAMS CO. \$1,272.72; SILVER CREEK SUPPLY \$410.63; SILVERSTAR \$335.60; SNAKE RIVER ROASTING \$4,230.38; SPRING CREEK ANIMAL HOSPITAL \$366.40; STINKY PRINTS, INC \$725.41; STORRUD, JOSHUA \$1,163.50; SUNRISE ENVIRONMENTAL \$155.00; SYMBOLARTS, LLC \$2,756.53; TETON COUNTY PLANNING & BUILDING \$230.00; TETON COUNTY SHERIFF'S OFFICE \$5,292.00; TETON COUNTY SHERIFF'S-JAIL \$2,125.00; TETON MOTORS INC \$648.00; TETON VIEW LANDSCAPE CONTRACTORS \$272.85; THE AFTERMARKET PARTS COMPANY, LLC \$7,411.77; TMSC LLC \$268.91; TOOLSON TELEPHONE, INC \$10,441.48; UP A CREEK, LLC \$365.00; USA BLUE BOOK \$6,000.00; VISA \$420.71; WAM \$35,092.43; WELLER TRUCK PARTS \$12,315.45; WESTERN STATE \$124.27; WESTVIEW PATNERS, LLC \$4,251.44; WESTWOOD CURTIS \$37,437.00; WHITE GLOVE CLEANING, INC. \$267,974.64; WOOD ENVIRONMENT & INFRASTRUCTURE \$8,968.42; WY CHILD SUPPORT ENFORCEMENT \$183.00; WYOMING CONF OF BLDG OFFICIALS \$146.76; WYOMING WATER RIGHTS CONSULTING, INC \$100.00; XEROX CORPORATION \$2,055.00; YELLOW IRON EXCAVATION, LLC \$63.18

C. Bid 22-03 Well 9 Exploration Contract Award. To approve award of the contract for the Town of Jackson Well 9 Exploration to Thomas Drilling, Inc. of Alpine, WY in the amount of \$334,605.34, authorize the Mayor to execute all necessary agreements, and allocate an additional \$192,000 from the Water Enterprise Fund balance to the Well #9 FY22 budget line item.

D. P21-155: Temporary Sign Permit Becoming JH. To approve the temporary banner in conjunction with Becoming Jackson Hole subject to three (3) conditions of approval: 1. The use of sites shall be granted by the property owner. 2. The signs shall not be located on the sidewalks or in the public right of way. 3. The signs are approved for the following locations: 105 Buffalo Way, Albertsons during: August 4 – August 14, 2021, 100 E Snow King Ave, Phil Baux Park Baseball Fence during: August 14 – August 28, 2021.

- E. P21-177: Temporary Sign Permit Art Association Pop Up Fair.** To approve the temporary banner in conjunction with The Art Association of Jackson Hole subject to three (3) conditions of approval: 1. The use of site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The sign are approved for the following locations: 255 W. Deloney Ave, Miller Park Tennis Courts banner during: Aug 9 – August 16, 2021.
- F. Special Event: Lights Out Challenge.** To approve the special event application made by Wyoming Stargazing for the Lights Out Challenge, subject to the conditions and restrictions listed in the staff report.
- G. Teton Tiger Dispensing Area.** To approve Indian Room LLC dba Teton Tiger’s request to change the location of their dispensing area as presented in the staff report.
- H. Letters of Support for National Endowment of the Arts Grants.** To approve the Vice Mayor signing letters of support for Vista 360° and Astoria Hot Spring applications to the National Endowment for the Arts’ Our Town grant.
- The vote showed 3-0 in favor and the motion carried.

Rodeo Concession Term Extension. Roxanne Robinson made staff comment. Audrey Cohen-Davis, Phillip Wilson, and Anna Olson made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to authorize staff to work with Jackson Hole Rodeo to present a new agreement for Council consideration no later than October 31, 2021. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

COVID-19 Special Event Policy Review. Carl Pelletier made staff comment. Council held discussion with staff. Sara Budge made public comment.

Item P21-114: Development Plan Amendment for 5-lot subdivision 105-165 Nelson Drive. Tyler Valentine made staff comment. Council held discussion with staff. Sadek Darwiche made public comment. Based upon the findings for a Development Plan as presented in the staff report related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Item P21-114, a motion was made by Jim Rooks and seconded by Jonathan Schechter to approve a Development Plan amendment for a 5-lot subdivision for the properties addressed at 105-165 Nelson Drive, subject to the Land Development Regulations, the departmental reviews attached hereto and the following condition(s) of approval: 1. If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire. 2. As part of the Subdivision Plat the applicant shall add a note on the plat requiring all habitable structures to be fire sprinklered as long as the private road does not include a fire turnaround. 3. Within 60 calendar days of approval of the Subdivision Plat for the 5-lot subdivision, the applicant will be refunded the difference in Park and School Exaction fees in the amount of \$18,800.00. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Resolution 21-24: FAA ARPA Grant for Airport. Lynsey Lenamond made staff comment.

RESOLUTION 21-24

A RESOLUTION PROVIDING APPROVAL FOR A GRANT UNDER THE AMERICAN RESCUE PLAN ACT GRANT NO. 3-56-0014-068-2021

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968 pursuant to Wyoming Statute §10-5-202; is deemed a joint power board pursuant to Wyoming Statute §16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, as such the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for airport purposes; and

WHEREAS, FAA has tendered a Grant Agreement, in the form annexed hereto as Exhibit A, which makes a grant offer to the Board under the American Rescue Plan Act, Public Law 117-2 (the “Act”) in the amount of Five Million Two Hundred Seventy-Seven Thousand Six Hundred and Three Dollars (\$5,277,603) for costs directly related to the Airport to prevent, prepare for and respond to the coronavirus pandemic, and for debt service payments;

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Airport to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-068-2021 in the amount of \$5,277,603 under the Act for purposes related to the coronavirus pandemic, and for debt service payments.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 2nd day of August 2021.

A motion was made by Jonathan Schechter and seconded by Jim Rooks to adopt the Resolution authorizing the Jackson Hole Airport Board to accept FAA Grant No. 3-56-0014-068-2021 for reimbursement of airport operating expenses and debt service. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Council recessed at 7:26 pm and readjourned at 7:30 pm.

Ordinances. A motion was made by Jim Rooks and seconded by Jonathan Schechter to read ordinances in short title. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance C: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 18, 158, 160, 163, 171, 179, 289, 300, 428, 502, 524, 526, 527, 528, 530, 542, 610, 798, 812, 870, 898, 942, 949, 1034, 1035, 1037, 1038, 1054, 1180, 1181 AND 1202; SECTION 2 OF ORDINANCE NOS. 18, 869 AND 871; SECTION 3 OF ORDINANCE NOS. 18 AND 171; SECTION 4 OF ORDINANCE NO. 18; SECTION 5 OF ORDINANCE NO. 18; SECTION 7 OF ORDINANCE NO. 18; SECTION 11 OF ORDINANCE NO. 289; SECTIONS 32, 33, 34, 35 AND 37 OF ORDINANCE NO. 162; SECTION 36 OF ORDINANCE NOS. 131 AND 162; AND SECTIONS 1.01.010, 1.01.030, 1.01.120, 1.04.010, 1.08.010, 1.12.010, 1.12.020, 1.16.010, 1.16.020, 1.16.030, 1.16.040, 1.16.050, 1.16.070, 1.18.010, 1.18.020, 1.18.030, 1.18.040, 1.18.050, 1.18.060, 1.18.070, and 1.18.08 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance C on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Rosie Read made public comment. Stacy Stoker made staff comment.

Ordinance D: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1259, 1242, AND 1195 AND SECTION 16.10.000(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS SUMMARY OF HOUSING PROGRAMS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance D on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance E: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1259, 1242, AND 1195 AND SECTION 16.10.200(C)(4)(c)(ii)(d) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS ADDITIONAL STORAGE AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance E on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance F: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1260, 1242, AND 1195 AND SECTIONS 16.10.300(B), 16.10.300(C)(1)(b)(i) AND 16.10.300(C)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS QUALIFICATION AND ELIGIBILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance F on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance G: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1261, 1242, AND 1195 AND SECTIONS 16.10.400(B)(4) AND 16.10.400(C) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS WEIGHTED DRAWING AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance G on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance H: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1262, 1242, AND 1195 AND SECTIONS 16.10.500(A)(3)(c), (A)(4)(k), (6)(d),(e) AND (f) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS SALE 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance H on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance I: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1262, 1242, AND 1195 AND SECTION 16.10.500(C) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS PURCHASE 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance I on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance J: AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1262, 1242, AND 1195 AND SECTION 16.10.500(D) AND ADDING SECTION 16.10.850 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS BUSINESS OPTION AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance J on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance K: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1263, 1242, AND 1195 AND SECTION 16.10.600(E) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS RENTAL STANDARDS AND 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:

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance K on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance L: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1264, 1242, AND 1195 AND SECTION 16.10.700(A) AND (B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS COMPLIANCE AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance L on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance M: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1266, 1242, AND 1195 AND SECTION 16.10.800(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance M on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance N: AN ORDINANCE GRANTING LITTLE STEPS SOLUTIONS, LLC dba AVANT DELIVERY A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE MATERIALS AND REUSABLE PACKAGING FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING WASTE REDUCTION EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

Sam Schwartz made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance N on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Matters from Mayor and Council. Vice Mayor Jorgensen announced that all Town meetings will be held remotely through August.

Town Manager's Report. Larry Pardee made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to accept the Town Manager's Report into the public record. The Town Manager's report included information on a COVID update provided to staff. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Vice mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried. The meeting adjourned at 8:12 p.m.

TOWN OF JACKSON

ATTEST:

Vice Mayor Arne Jorgensen

Lynsey Lenamond, Town Clerk

minutes:ll

Publish JH News & Guide: August 11, 2021

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842082021	PAYROLL DEDUCTIONS	07/10/2021	96.00	96.00	08/09/2021
Total 328:					96.00	96.00	
51	ACE HARDWARE	747492	M18	07/16/2021	279.99	.00	
51	ACE HARDWARE	747881	BRUSH KNIFE	07/20/2021	135.98	.00	
51	ACE HARDWARE	748195	SAW BLADE	07/22/2021	12.99	.00	
51	ACE HARDWARE	748363	PL500	07/23/2021	12.99	.00	
51	ACE HARDWARE	748651	MISC SUPPLIES	07/26/2021	14.56	.00	
51	ACE HARDWARE	748673	BRUSH KNIFE	07/26/2021	12.99	.00	
51	ACE HARDWARE	748775	PL500	07/27/2021	25.98	.00	
51	ACE HARDWARE	748867	SOCKET	07/27/2021	17.99	.00	
51	ACE HARDWARE	749099	PAINT TRAY	07/29/2021	8.48	.00	
51	ACE HARDWARE	749148	CLOTH PLUMBER	07/29/2021	11.97	.00	
51	ACE HARDWARE	749181	CEMENT PRIMER	07/29/2021	15.57	.00	
Total 51:					549.49	.00	
2269	AFLAC	664035	ACCOUNT #y9599	08/05/2021	2,584.63	2,584.63	08/09/2021
Total 2269:					2,584.63	2,584.63	
6524	ALPHAGRAPHICS	JX-203325	WIDE FORMAT BUS SIGNS	05/14/2021	384.33	.00	
Total 6524:					384.33	.00	
5726	AMAZON	16VG-799P-N	USB CHARGERS	07/27/2021	815.68	.00	
5726	AMAZON	17PN-PQXW-9	COVER BUDDY	08/04/2021	229.95	.00	
5726	AMAZON	1C6G-DPXV-7J	DEWALT DRILL	06/29/2021	279.99	.00	
5726	AMAZON	1GH9-QHTN-4	PRO CURVE	07/13/2021	307.20	.00	
5726	AMAZON	1HTG-TJJR-9	FILING CABINET	08/04/2021	149.75	.00	
5726	AMAZON	1W3J-K16K-7D	OFFICE CHAIR	07/15/2021	179.98	.00	
Total 5726:					1,962.55	.00	
660	AMERICAN PUMP COMPANY	34632	repair pUMP	07/22/2021	445.50	.00	
Total 660:					445.50	.00	
5994	B-CYCLE LLC	3112119	JUNE BIKES	07/27/2021	639.84	.00	
Total 5994:					639.84	.00	
4774	BIG R RANCH & HOME	1512356	HARDWARE	06/30/2021	3.44	.00	
4774	BIG R RANCH & HOME	1515557	HARDWARE	07/16/2021	11.70	.00	
4774	BIG R RANCH & HOME	1516104	HARDWARE	07/19/2021	4.47	.00	
4774	BIG R RANCH & HOME	1518258	UNIFORM COAT NEW EMPLOY	07/29/2021	354.93	.00	
Total 4774:					374.54	.00	
1560	BLUE SPRUCE CLEANERS,INC	080121	uniform cleaning	08/01/2021	136.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1560:					136.09	.00	
2850	BMV LLC	3374	ship monthly samples	08/04/2021	131.16	.00	
2850	BMV LLC	3526	ship monthly samples	08/09/2021	64.52	.00	
Total 2850:					195.68	.00	
6727	BRIGGS, ERIC L	7334	CIRCUIT TESTER- J. WILSON	07/29/2021	283.85	.00	
6727	BRIGGS, ERIC L	7338	HD SCISSOR- TIM P	07/29/2021	34.95	.00	
Total 6727:					318.80	.00	
102	CASELLE INC.	111134	CONTRACT SUPPORT SEPTEM	08/01/2021	1,744.00	.00	
Total 102:					1,744.00	.00	
6769	CENTRALSQUARE	322272	YEARLY SUBSCRIPTION	06/22/2021	2,902.63	.00	
Total 6769:					2,902.63	.00	
5967	CITY OF DRIGGS	BBSTART2021	START AUGUST	07/02/2021	1,572.19	.00	
5967	CITY OF DRIGGS	BBSTART2021	BUS BARN RENT/ELECTRICITY	05/27/2021	1,863.64	.00	
Total 5967:					3,435.83	.00	
6001	CIVICPLUS	212906	CIVICLERK	07/12/2021	3,600.00	.00	
Total 6001:					3,600.00	.00	
4292	Commercial Tire-ID Falls	129633C	received check for overpayment 3	11/23/2020	1,757.70	.00	
Total 4292:					1,757.70	.00	
4887	CONTROL SYSTEM TECHNOLO	10029	CONTROL SERVICE	07/28/2021	600.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10031	CONTROL SERVICE	07/29/2021	4,200.00	.00	
Total 4887:					4,800.00	.00	
6475	CONVERGEONE, INC	IE9077719	MANAGED SERVICES	07/23/2021	33,034.10	.00	
Total 6475:					33,034.10	.00	
3272	COPYWORKS, LLC	33282	SIGNAGE	07/27/2021	139.80	.00	
Total 3272:					139.80	.00	
4918	DEAN'S PEST CONTROL LLC	60073	SPRING AND FALL PEST MANA	07/17/2021	160.00	.00	
4918	DEAN'S PEST CONTROL LLC	61844B	SMALL RODENT	06/18/2021	90.00	.00	
4918	DEAN'S PEST CONTROL LLC	62819	SMALL RODENT CONTROL @	07/16/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63082	EVERY OTHER MONTH MOUSE	07/12/2021	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	63124	EVERY OTHER MONTH MOUSE	07/06/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63488	ANT TREATED @ 930 MAPLE W	07/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63488	ANT TREATED @ 955 MAPLE W	07/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63488	ANT TREATED @ 410 SCOTT LA	07/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63488	ANT TREATED @ 915 MAPLE W	07/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63488	ANT TREATED @ 930 MAPLE W	07/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	63489	1X TIME PEST MGT SI-FERRIN	07/15/2021	150.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4918	DEAN'S PEST CONTROL LLC	63529	SPRING PEST MANAGMENT @	07/17/2021	175.00	.00	
4918	DEAN'S PEST CONTROL LLC	63530	SPRING PEST MANAGMENT @	07/21/2021	260.00	.00	
Total 4918:					1,585.00	.00	
708	DELTA DENTAL PLAN OF WYOM	073121	CLAIMS	07/31/2021	6,931.60	6,931.60	08/09/2021
708	DELTA DENTAL PLAN OF WYOM	073121P	AUGUST PREMIUM	07/31/2021	572.00	572.00	08/09/2021
Total 708:					7,503.60	7,503.60	
2175	DIVISION OF VICTIM SERVICES	080621	Crime Victim Surcharge	08/06/2021	450.00	.00	
Total 2175:					450.00	.00	
3408	E.R. OFFICE EXPRESS	17985	PAPER	07/06/2021	149.51	.00	
3408	E.R. OFFICE EXPRESS	18057	PRINTER COPY PAPER	07/16/2021	169.63	.00	
3408	E.R. OFFICE EXPRESS	18149	OFFICE SUPPLIES	08/03/2021	107.12	.00	
Total 3408:					426.26	.00	
6209	ECO-COUNTER INC	120638	MISC PARTS AND BATTERIES	08/03/2021	836.00	.00	
Total 6209:					836.00	.00	
6759	ELK COUNTY INN	080421	RETURN BOND B20-0300 480 W	08/04/2021	18,000.00	.00	
Total 6759:					18,000.00	.00	
1134	ENERGY LABORATORIES INC.	402804	weekly lab testing	06/28/2021	357.00	.00	
1134	ENERGY LABORATORIES INC.	411969	weekly lab testing	08/04/2021	149.00	.00	
Total 1134:					506.00	.00	
5973	ETCHED IN STONE	21345	VALUE ROCKS	07/30/2021	375.00	.00	
Total 5973:					375.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1015	GLASS CLEANING @ START OF	08/03/2021	2,880.00	.00	
Total 5463:					2,880.00	.00	
3810	FIREWISE LANDSCAPES INC	10105	275 s gros ventre	07/15/2021	3,024.25	.00	
3810	FIREWISE LANDSCAPES INC	10106	335 e hansen	07/21/2021	2,032.65	.00	
3810	FIREWISE LANDSCAPES INC	10108	345 e hansen avenue	07/15/2021	1,887.43	.00	
Total 3810:					6,944.33	.00	
3521	FRIENDS OF PATHWAYS	1233	BIKE SHARE OPERATIONS JUL	08/01/2021	7,816.00	.00	
Total 3521:					7,816.00	.00	
806	GARAMAN INC.	DL19472129	PRO PLAN	07/27/2021	63.95	.00	
Total 806:					63.95	.00	
6844	GE SOFTWARE	204719	FUEL SITE MODULE	07/31/2021	80.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6844:					80.00	.00	
4212	GILLIG LLC	40829226	EXTERIOR MIRROR ASM	07/26/2021	816.75	.00	
Total 4212:					816.75	.00	
4271	GRAND TARGHEE RESORT	081021	FEDERAL GRANT REIMBURSE	08/10/2021	6,325.00	.00	
4271	GRAND TARGHEE RESORT	081021	FEDERAL GRANT REIMBURSE	08/10/2021	6,161.00	.00	
4271	GRAND TARGHEE RESORT	081021	FEDERAL GRANT REIMBURSE	08/10/2021	21,349.00	.00	
4271	GRAND TARGHEE RESORT	081021	FEDERAL GRANT REIMBURSE	08/10/2021	19,162.00	.00	
4271	GRAND TARGHEE RESORT	081021	FEDERAL GRANT REIMBURSE	08/10/2021	18,373.00	.00	
4271	GRAND TARGHEE RESORT	081021	FEDERAL GRANT REIMBURSE	08/10/2021	19,751.00	.00	
Total 4271:					91,121.00	.00	
5044	H&R ENTERPRISES	508	UNIFORMS	06/30/2021	290.50	.00	
5044	H&R ENTERPRISES	508	UNIFORMS	06/30/2021	314.00	.00	
5044	H&R ENTERPRISES	508	UNIFORMS	06/30/2021	778.50	.00	
5044	H&R ENTERPRISES	508	UNIFORMS	06/30/2021	256.00	.00	
Total 5044:					1,639.00	.00	
6865	HEROLD, RON	073021	REIMBURSE DOT PHYSICAL	07/30/2021	90.00	.00	
Total 6865:					90.00	.00	
96	HIGH COUNTRY LINEN	0251332	LAUNDRY BAG	05/12/2021	97.20	.00	
96	HIGH COUNTRY LINEN	0265081	BUILDING MAINT- HOME RANC	07/19/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0265656	MATS @ START	07/21/2021	220.50	.00	
96	HIGH COUNTRY LINEN	0266581	BUILDING MAINT- HOME RANC	07/26/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0268548	MATS @ SHELTER	08/01/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0268668	SUPPLIES @ START	08/04/2021	97.20	.00	
96	HIGH COUNTRY LINEN	C0190940	CREDIT: BUILD MAINT- MECHA	05/07/2021	45.00-	.00	
96	HIGH COUNTRY LINEN	C0244931	CREDIT: ADMIN UNIFORM- COR	03/29/2021	2.42	.00	
96	HIGH COUNTRY LINEN	C0244931	CREDIT: ADMIN UNIFORM- COR	03/29/2021	2.43	.00	
96	HIGH COUNTRY LINEN	C0265721	CREDIT: STREET UNIFORMS- S	03/29/2021	11.64-	.00	
96	HIGH COUNTRY LINEN	C0265722	CREDIT: BUILD MAINT- PW BAR	07/22/2021	18.40-	.00	
96	HIGH COUNTRY LINEN	S0268754	LINERS	08/05/2021	49.20	.00	
Total 96:					488.65	.00	
6455	HIRST APPLGATE, LLP	204682	3 CREEKS	08/06/2021	100.00	.00	
Total 6455:					100.00	.00	
503	HUNT CONSTRUCTION INC	9663	ASPHALT PATCH	08/03/2021	9,597.00	.00	
Total 503:					9,597.00	.00	
4044	IDAHO FALLS PETERBILT	112186	CLEAN AND BAKE DPF, MISC E	07/23/2021	192.47	.00	
Total 4044:					192.47	.00	
36	IDAHO STATE TAX COMMISSIO	073121	JULY WITHHOLDINGS	07/31/2021	5,649.00	5,649.00	08/09/2021
Total 36:					5,649.00	5,649.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1002	J.J. KELLER & ASSOC. INC.	9105975099	D DVIR NCR BK BUS 2 PLY STK,	05/17/2021	1,022.79	.00	
Total 1002:					1,022.79	.00	
131	JACKSON HOLE NEWS & GUID	328210	AD 395349 PN ANNEX	07/21/2021	1,051.65	.00	
131	JACKSON HOLE NEWS & GUID	328275	AD#395108 RFB BID 21-05	07/21/2021	188.10	.00	
131	JACKSON HOLE NEWS & GUID	328967	AD#395959 START	08/04/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	328968	AD#395733 START	08/04/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	394968	jackson hole daily	07/27/2021	777.14	.00	
Total 131:					2,975.69	.00	
5084	JACKSON HOLE SECURITY, LL	11427	ALARM RESPONSE @ 400 W S	08/01/2021	500.00	.00	
Total 5084:					500.00	.00	
121	J-B MECHANICAL	31230A-C	DISHWASHER REPAIR @ SHEL	12/18/2020	166.29	.00	
Total 121:					166.29	.00	
239	JH20 WATER CONDITIONING &	I210729433	water for lab testing	07/29/2021	76.50	.00	
Total 239:					76.50	.00	
139	JORGENSEN ASSOCIATES, PC	46927	Core facilities work 09/20 - 07/21	07/29/2021	39,295.65	.00	
139	JORGENSEN ASSOCIATES, PC	46940	PROJ: 19137- TOJ FLAT CREEK	07/29/2021	359.97	.00	
Total 139:					39,655.62	.00	
6860	JOSE AREVALOS SORTO	080321	BAIL REFUND CASE 21-03-0586	08/03/2021	540.00	.00	
Total 6860:					540.00	.00	
5965	KIMLEY HORN	19162052	TOJ RFP	06/30/2021	8,807.50	.00	
Total 5965:					8,807.50	.00	
6807	LANGUAGE TESTING INTERNA	L48242-IN	TESTING	08/05/2021	323.00	.00	
Total 6807:					323.00	.00	
6859	LEGAL & LIABILITY RISK MANA	213268	TRAINING	01/21/2021	1,180.00	.00	
Total 6859:					1,180.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 07-	3150 S ADAMS CANYON DR, JA	07/30/2021	179.02	.00	
156	LOWER VALLEY ENERGY INC	92050-003 07-	SPRUCE DR PUMP HOUSE, JA	07/30/2021	398.88	.00	
156	LOWER VALLEY ENERGY INC	92050-008 07-	CEMETERY, JACKSON, WY	07/30/2021	22.96	.00	
156	LOWER VALLEY ENERGY INC	92050-010 07-	ELY SPRINGS RD WELL 6,7,8, J	07/30/2021	6,359.01	.00	
156	LOWER VALLEY ENERGY INC	92050-014 07-	135 E BROADWAY AVE HEAT TA	07/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-017 07-	WASTE WATER TRTMT INTERM	07/30/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 07-	RANGEVIEW DR LIFT PUMP CO	07/30/2021	45.91	.00	
156	LOWER VALLEY ENERGY INC	92050-021 07-	150 E PEARL AVE, JACKSON, W	07/30/2021	2,549.48	.00	
156	LOWER VALLEY ENERGY INC	92050-024 07-	1605 BERGER LN SEWER LIFT	07/30/2021	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-025 07-	450 W SNOW KING AVE NEW S	07/30/2021	347.17	.00	
156	LOWER VALLEY ENERGY INC	92050-026 07-	450 W SNOW KING AVE SHOP, J	07/30/2021	130.00	.00	
156	LOWER VALLEY ENERGY INC	92050-044 07-	SNOW KING ESTATES BOOSTE	07/30/2021	320.03	.00	
156	LOWER VALLEY ENERGY INC	92050-047 07-	WASTE WATER TRTMT UV BLD	07/30/2021	16.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-049 07-	WASTE WATER TRTMT PTB 545	07/30/2021	10,230.13	.00	
156	LOWER VALLEY ENERGY INC	92050-050 07-	2 MG TANK, JACKSON, WY 200	07/30/2021	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-051 07-	WELL #5 KARNS MEADOW DR,	07/30/2021	3,360.77	.00	
156	LOWER VALLEY ENERGY INC	92050-052 07-	675 E BROADWAY AVE WELL #1	07/30/2021	2,097.60	.00	
156	LOWER VALLEY ENERGY INC	92050-053 07-	WELLS #2 & #3, JACKSON, WY	07/30/2021	3,545.90	.00	
156	LOWER VALLEY ENERGY INC	92050-054 07-	CITY WELL ELK REF 1, JACKSO	07/30/2021	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-055 07-	CITY WELL ELK REF 2, JACKSO	07/30/2021	7.40	.00	
156	LOWER VALLEY ENERGY INC	92050-056 07-	CITY WELL ELK REF 3, JACKSO	07/30/2021	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-059 07-	440 W SNOW KING AVE POLICE	07/30/2021	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-060 07-	400 W SNOW KING AVE S GAR,	07/30/2021	32.63	.00	
156	LOWER VALLEY ENERGY INC	92050-061 07-	400 W SNOW KING AVE PUBLIC	07/30/2021	7.40	.00	
156	LOWER VALLEY ENERGY INC	92050-074 07-	CRABTREE LN THAW WELL #2,	07/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 07-	145 W HANSEN AVE FRONT, JA	07/30/2021	55.34	.00	
156	LOWER VALLEY ENERGY INC	92050-079 07-	145 W HANSEN AVE BACK, JAC	07/30/2021	77.20	.00	
156	LOWER VALLEY ENERGY INC	92050-082 07-	400 W SNOW KING AVE E STOR	07/30/2021	31.58	.00	
156	LOWER VALLEY ENERGY INC	92050-090 07-	955 MAPLE WAY, JACKSON, WY	07/30/2021	35.85	.00	
156	LOWER VALLEY ENERGY INC	92050-092 07-	3150 S ADAMS CANYON DR ANI	07/30/2021	18.68	.00	
156	LOWER VALLEY ENERGY INC	92050-102 07-	145 W HANSEN AVE FRONT, JA	07/30/2021	15.80	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	07/30/2021	2,760.05	.00	
156	LOWER VALLEY ENERGY INC	92050-106 07-	940 SIMON LN, JACKSON, WY	07/30/2021	42.76	.00	
156	LOWER VALLEY ENERGY INC	92050-114 07-3	210 N CACHE ST HOME RANCH	07/30/2021	318.73	.00	
156	LOWER VALLEY ENERGY INC	92050-126 07-	SPRING WATER LN LIFT STATIO	07/30/2021	21.80	.00	
156	LOWER VALLEY ENERGY INC	92050-127 07-	3337 S CODY CREEK DR LIFT S	07/30/2021	134.77	.00	
156	LOWER VALLEY ENERGY INC	92050-131 07-	195 E DELONEY AVE RESTROO	07/30/2021	109.32	.00	
156	LOWER VALLEY ENERGY INC	92050-132 07-	160 S MILLWARD ST PARKING	07/30/2021	736.48	.00	
156	LOWER VALLEY ENERGY INC	92050-134 07-	160 S MILLWARD ST PARKING	07/30/2021	7.40	.00	
156	LOWER VALLEY ENERGY INC	92050-334 07-	JOSEPHINE LOOP LOT 15 LIFT	07/30/2021	79.07	.00	
156	LOWER VALLEY ENERGY INC	92050-341 07-	210 N CACHE ST HOME RANCH	07/30/2021	28.42	.00	
156	LOWER VALLEY ENERGY INC	92050-345 07-	930 SIMON LN, JACKSON, WY	07/30/2021	47.91	.00	
156	LOWER VALLEY ENERGY INC	92050-356 07-	55 KARNS MEADOW DR START	07/30/2021	163.01	.00	
156	LOWER VALLEY ENERGY INC	92050-357 07-	55 KARNS MEADOW DR START	07/30/2021	6,134.05	.00	
156	LOWER VALLEY ENERGY INC	92050-359 07-	MILLER PARK PARKING LOT CH	07/30/2021	74.54	.00	
156	LOWER VALLEY ENERGY INC	92050-361 07-	625 W BROADWAY AVE NEW P	07/30/2021	20.71	.00	
156	LOWER VALLEY ENERGY INC	92050-363 07-	455 VINE ST UTIL, JACKSON, W	07/30/2021	27.23	.00	
156	LOWER VALLEY ENERGY INC	92050-364 07-	65 VIRGINIAN LN #5, JACKSON,	07/30/2021	29.75	.00	
156	LOWER VALLEY ENERGY INC	92050-365 07-	65 VIRGINIAN LN #7, JACKSON,	07/30/2021	39.35	.00	
156	LOWER VALLEY ENERGY INC	92050-367 07-	455 VINE ST APT #3, JACKSON,	07/30/2021	35.82	.00	
156	LOWER VALLEY ENERGY INC	92050-368 07-	455 VINE ST APT #4, JACKSON,	07/30/2021	54.10	.00	
156	LOWER VALLEY ENERGY INC	92050-370 07-	2022 WILDFLOWER CT, JACKS	07/30/2021	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-371 07-	2022 WILDFLOWER CT, JACKS	07/30/2021	45.86	.00	
156	LOWER VALLEY ENERGY INC	92050-374 07-	455 VINE ST APT #1, JACKSON,	07/30/2021	29.13	.00	
156	LOWER VALLEY ENERGY INC	92050-375 07-	155 E PEARL AVE, JACKSON, W	07/30/2021	22.78	.00	
156	LOWER VALLEY ENERGY INC	92050-376 07-	149 E PEARL AVE, JACKSON, W	07/30/2021	42.09	.00	
156	LOWER VALLEY ENERGY INC	92050-378 07-	145 E PEARL AVE #A EAST, JAC	07/30/2021	16.63	.00	
156	LOWER VALLEY ENERGY INC	92050-381 07-	915 SIMON LN, JACKSON, WY	07/30/2021	84.52	.00	
156	LOWER VALLEY ENERGY INC	92050-383 07-	SNOW KING DR WATER TANK C	07/30/2021	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-385 07-	85 N SPRING GULCH RD SPRIN	07/30/2021	232.29	.00	
156	LOWER VALLEY ENERGY INC	92050-388 07-	121 SHERWOOD CT BLDG 2 BU	07/30/2021	28.38	.00	
156	LOWER VALLEY ENERGY INC	92050-389 07-	1640 MARTIN LN LIFT STATION,	07/30/2021	21.28	.00	
156	LOWER VALLEY ENERGY INC	92050-390 07-	400 W SNOW KING AVE HOUSI	07/30/2021	121.45	.00	
156	LOWER VALLEY ENERGY INC	92050-392 07-	400 W SNOW KING AVE ADMIN,	07/30/2021	215.31	.00	
156	LOWER VALLEY ENERGY INC	92050-393 07-	400 W SNOW KING AVE EMPLO	07/30/2021	300.63	.00	
156	LOWER VALLEY ENERGY INC	92050-395 07-	145 E PEARL AVE #C LOFT, JAC	07/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-396 07-	145 E PEARL AVE HSE/CMN, JA	07/30/2021	21.61	.00	
156	LOWER VALLEY ENERGY INC	92050-397 07-	145 E PEARL AVE #B WEST, JA	07/30/2021	16.24	.00	
Total 156:					42,091.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6526	LSC TRANSPORTATION CONSU	60040	PROFESSIONAL SERVICES	05/12/2021	1,785.00	.00	
Total 6526:					1,785.00	.00	
5108	Marquina, Francisca	080621	RESITUION PAYMENT	08/06/2021	100.00	.00	
Total 5108:					100.00	.00	
6353	MASS TRANSIT	26951-M	mass transit ad	05/31/2021	295.00	.00	
Total 6353:					295.00	.00	
998	METROQUIP INC	P10460	MOT HYDR, LOWER ROLLER, L	07/01/2021	803.85	.00	
998	METROQUIP INC	P10490	TUBE ASSY, FRT IN	07/01/2021	136.73	.00	
Total 998:					940.58	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0051	MONTHLY RENT	07/01/2021	35,000.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0060	MONTHLY RENT	08/01/2021	35,000.00	.00	
Total 6770:					70,000.00	.00	
2201	MOUNTAIN PROPERTY MANAG	080521	RETURN BOND B21-0308 225 E	08/05/2021	2,000.00	2,000.00	08/05/2021
Total 2201:					2,000.00	2,000.00	
4623	MSC INDUSTRIAL SUPPLY CO	4747175001	BOWMALLOY FLT WSHR, HX C	07/09/2021	182.79	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4747175003	3M ROLOC SANDING DISC 3" 2	07/12/2021	172.05	.00	
Total 4623:					354.84	.00	
257	NAPAAUTO PARTS INC.	002399	NAPAGOLD OIL FILTER	07/13/2021	21.42	.00	
257	NAPAAUTO PARTS INC.	002649	BATTERY	07/13/2021	14.98	.00	
257	NAPAAUTO PARTS INC.	004202	CREDIT: WARRANTY, MICRO V-	07/20/2021	58.17-	.00	
257	NAPAAUTO PARTS INC.	004324	NAPAGOLD AIR FILTER	07/20/2021	32.94	.00	
257	NAPAAUTO PARTS INC.	004698	NAPAGOLD OIL FILTER	07/22/2021	9.68	.00	
257	NAPAAUTO PARTS INC.	004699	NAPAGOLD OIL FILTER	07/22/2021	29.04	.00	
257	NAPAAUTO PARTS INC.	005077	NAPAGOLD AIR FILTER	07/23/2021	116.38	.00	
257	NAPAAUTO PARTS INC.	005584	NAPAGOLD AIR FILTER, NAPAG	07/26/2021	69.66	.00	
257	NAPAAUTO PARTS INC.	994670	Nitchexten 2' rcvr 8" plug led ss -	06/10/2021	228.76-	228.76-	08/04/2021
Total 257:					7.17	228.76-	
187	NELSON ENGINEERING	54739	21-060-001 THAW WELL	03/31/2021	1,777.75	.00	
187	NELSON ENGINEERING	55816	PROJ: 20-282-02- 102- TOWN O	07/30/2021	209.50	.00	
187	NELSON ENGINEERING	55901	19-330-03 ZONE 3 WELL EXPAN	07/30/2021	2,451.00	.00	
187	NELSON ENGINEERING	55902	21-060-001 THAW WELL	07/30/2021	2,254.70	.00	
Total 187:					6,692.95	.00	
6857	OCCUPATIONAL HEALTH CENT	14871390	DRUG TESTING	06/01/2021	51.00	.00	
6857	OCCUPATIONAL HEALTH CENT	662664092	DRUG TESTING	05/14/2021	51.00	.00	
Total 6857:					102.00	.00	
1504	ONE CALL OF WYOMING	60369	LOCATE TICKETS	08/05/2021	188.25	.00	
1504	ONE CALL OF WYOMING	60369	LOCATE TICKETS	08/05/2021	188.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1504:					376.50	.00	
226	O'RYAN CLEANERS	1000805-08-02	UNIFORM CLEANING	07/31/2021	164.63	.00	
Total 226:					164.63	.00	
3066	PARDEE, LARRY	063021	TRAVEL EXPENSES WAM	06/30/2021	788.34	.00	
Total 3066:					788.34	.00	
5707	PERFORM PRINTING INC	P BCP1175	BUSINESS CARDS	07/29/2021	140.90	.00	
Total 5707:					140.90	.00	
6483	PREMIER TRUCK- SALT LAKE C	775308369	TEMP SENSOR	07/27/2021	265.14	.00	
Total 6483:					265.14	.00	
6855	RHINEHART OIL CO, LLC	IN-346984-21C	CREDIT	07/20/2021	32,889.26-	.00	
Total 6855:					32,889.26-	.00	
6582	ROCKY MOUNTAIN FENCE	1037	PATHWAY FENCE REPAIRS	08/05/2021	4,945.00	.00	
Total 6582:					4,945.00	.00	
6862	RUSCHILL, LISA	080121	REIMBUSE CAT FOOD	08/01/2021	56.20	.00	
Total 6862:					56.20	.00	
6858	RUSHTON SPRINKLERS SYSTE	18185	REPAIRS AND PARTS	06/23/2021	1,760.67	.00	
Total 6858:					1,760.67	.00	
4691	SCHOW'S TRUCK CENTER	C005049191:0	NEW LINED SHBX, FRT, REMAN	06/15/2021	1,147.86	.00	
4691	SCHOW'S TRUCK CENTER	C005049509.0	MINOR BRAKE REPAIR KIT	06/22/2021	78.48	.00	
Total 4691:					1,226.34	.00	
6721	SENECA COMPANIES, INC	1889388	GASBOY ISLANDER	07/20/2021	23,908.47	.00	
Total 6721:					23,908.47	.00	
3452	SMITH, MARK	080221	DOT REIMBURSE	08/02/2021	155.00	.00	
Total 3452:					155.00	.00	
4699	SNAKE RIVER ROASTING	70426	COFFEE	07/26/2021	97.90	.00	
4699	SNAKE RIVER ROASTING	70615	COFFEE	08/04/2021	53.50	.00	
Total 4699:					151.40	.00	
4513	STANARD & ASSOCIATES, INC	SA000047783	POLICE OFFICER TESTING	07/30/2021	167.50	.00	
Total 4513:					167.50	.00	
6660	SUBLETTE COUNTY SHERIFF'S	129	airport security	07/21/2021	1,540.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6660:					1,540.00	.00	
1054	SUNRISE ENVIRONMENTAL	122729	PRISM, KRYSTAL ICE	07/14/2021	212.15	.00	
1054	SUNRISE ENVIRONMENTAL	122803	QUICK KLEEN	07/09/2021	389.16	.00	
Total 1054:					601.31	.00	
4933	SYMBOLARTS, LLC	0391016-IN	BADGES	08/03/2021	170.00	.00	
Total 4933:					170.00	.00	
6703	Teton County Alternative to Incarc	063021	4th quarter	06/30/2021	30,769.96	.00	
Total 6703:					30,769.96	.00	
1443	TETON COUNTY CLERK	070121	JULY PARKS AND RECS	07/01/2021	136,115.08	.00	
1443	TETON COUNTY CLERK	070121H	JULY HOUSING	07/01/2021	30,620.33	.00	
Total 1443:					166,735.41	.00	
581	TETON COUNTY INTEGRATED	080421	2ND QUARTER 2021 DISPOSIBL	08/04/2021	26,132.41	.00	
Total 581:					26,132.41	.00	
55	TETON COUNTY SHERIFF'S-JAI	597	JULY	08/03/2021	1,296.00	.00	
Total 55:					1,296.00	.00	
996	TETON COUNTY SPECIAL FIRE	070121SS	JULY SPECIAL FIRE	07/01/2021	15,925.36	.00	
Total 996:					15,925.36	.00	
1614	TETON COUNTY-FUND 10	070121	JULY PATHWAYS	07/01/2021	5,600.73	.00	
1614	TETON COUNTY-FUND 10	070121C	JULY CAPITAL PARKS AND REC	07/01/2021	5,343.07	.00	
1614	TETON COUNTY-FUND 10	070121D	july DISPATCH	07/01/2021	35,671.71	.00	
1614	TETON COUNTY-FUND 10	070121P	july KRISTI MALONE PLANNING	07/01/2021	3,834.63	.00	
Total 1614:					50,450.14	.00	
3027	TETON COUNTY-FUND 13	070121	JULY FIRE EMS FUND 13	07/01/2021	154,546.03	.00	
Total 3027:					154,546.03	.00	
6867	THE HOLE SNOBALL	071321	BUSINESS LICENSE DENIED R	07/13/2021	74.00	.00	
Total 6867:					74.00	.00	
6810	THE TIRE RACK, INC.	GE06468	225/65R17- MI DEFENDER LTX	07/13/2021	1,340.72	.00	
Total 6810:					1,340.72	.00	
3955	THOMSON WEST	844762632	ONLINE SOFTWARE SUBSCIPT	08/01/2021	446.92	.00	
3955	THOMSON WEST	844762632	ONLINE SOFTWARE SUBSCIPT	08/01/2021	446.93	.00	
Total 3955:					893.85	.00	
70	THYSSEN KRUPP ELEVATOR C	3006094253	GOLD- FULL MAINTENANCE SE	08/01/2021	3,813.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
70	THYSSEN KRUPP ELEVATOR C	5001584628	GOLD- FULL MAINTENANCE SE	07/15/2021	225.50	.00	
Total 70:					4,038.98	.00	
6363	TMSC LLC	2020-014-3	TS AND RESET E-STOP @ FUEL	07/27/2021	380.00	.00	
6363	TMSC LLC	2021-005S-01	STREET LIGHT REPAIR @ 3095	07/20/2021	310.75	.00	
Total 6363:					690.75	.00	
5038	TREFONAS LAW, P.C.	080421	LEGAL SERVICES	08/04/2021	451.80	.00	
Total 5038:					451.80	.00	
6863	VALLEY IRRIGATION	1613	FLOYED JOHNSON	06/30/2021	805.28	.00	
Total 6863:					805.28	.00	
3070	VALLEY WEST ENGINEERING,	1567	Rancher Design	06/30/2021	923.99	.00	
3070	VALLEY WEST ENGINEERING,	1567	Rancher Design	06/30/2021	2,155.99	.00	
3070	VALLEY WEST ENGINEERING,	1567	Rancher Design	06/30/2021	2,735.02	.00	
Total 3070:					5,815.00	.00	
5022	VISION SERVICE PLAN - (WY)	2681950	vision insurance	08/01/2021	1,700.16	1,700.16	08/09/2021
Total 5022:					1,700.16	1,700.16	
2247	WATKINS, MARK	071521	MILEAGE REIMBURSEMENT FO	07/15/2021	75.40	.00	
Total 2247:					75.40	.00	
563	WESTBANK SANITATION	3636553	WWTP trash service	02/28/2021	717.18	717.18	06/30/2021
563	WESTBANK SANITATION	3837283	Si-Ferrin - demo dumpster	03/01/2021	3,815.70	3,815.70	06/30/2021
Total 563:					4,532.88	4,532.88	
2802	WESTWOOD CURTIS	20-18 #3	Cache Creek Tube pay app #3	08/06/2021	1,408.71	.00	
2802	WESTWOOD CURTIS	20-18 #3	Cache Creek Tube pay app #3	08/06/2021	73,481.41	.00	
Total 2802:					74,890.12	.00	
472	WHITE GLOVE CLEANING, INC.	138Z	JANITORIAL SERVICES @ MILL	07/27/2021	530.98	.00	
472	WHITE GLOVE CLEANING, INC.	139Z	JANITORIAL SERVICES @ DEL	07/27/2021	910.52	.00	
472	WHITE GLOVE CLEANING, INC.	140Z	JANITORIAL SERVICES @ PARK	07/27/2021	312.22	.00	
472	WHITE GLOVE CLEANING, INC.	141Z	JANITORIAL SERVICES @ HOM	07/27/2021	1,200.50	.00	
472	WHITE GLOVE CLEANING, INC.	142Z	JANITORIAL SERVICES @ TOW	07/27/2021	431.66	.00	
472	WHITE GLOVE CLEANING, INC.	143Z	SUPPLIES FOR START	07/27/2021	306.11	.00	
472	WHITE GLOVE CLEANING, INC.	669B	HOME CLEANING @ SNOW KIN	07/29/2021	315.25	.00	
472	WHITE GLOVE CLEANING, INC.	7244	JANITORIAL SERVICES @ PARK	05/31/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	7365	JANITORIAL SERVICES @ PUBL	06/30/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7431	JANITORIAL SERVICES @ TOW	07/31/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7432	JANITORIAL SERVICES @ 2 & 3	07/31/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	7434	JANITORIAL SERVICES @ PUBL	07/31/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7435	JANITORIAL SERVICES @ PARK	07/31/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	7437	JANITORIAL SERVICES @ BUN	07/31/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	7455	BUS SHELTER CLEANING	07/31/2021	3,048.13	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 472:					12,724.03	.00	
6864	WILSON, PAUL	072921	REFUND OVERPAYMENT	07/29/2021	27.68	.00	
Total 6864:					27.68	.00	
6039	WORKSHOP COLLABORATIVE	063021	refund sewer capacity fee	06/30/2021	38,850.00	.00	
Total 6039:					38,850.00	.00	
4139	WY WORKERS' SAFETY & COM	073121	AUGUST PREMIUM	07/31/2021	10,903.45	10,903.45	08/09/2021
Total 4139:					10,903.45	10,903.45	
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	697.63	697.63	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	3,724.08	3,724.08	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	630.11	630.11	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	746.47	746.47	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	204.53	204.53	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	253.23	253.23	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	256.11	256.11	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	288.92	288.92	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	329.33	329.33	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	40.33	40.33	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	268.11	268.11	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	347.78	347.78	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	7,029.48	7,029.48	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	500.67	500.67	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	835.98	835.98	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	559.64	559.64	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	616.77	616.77	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	877.44	877.44	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	1,793.23	1,793.23	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	271.77	271.77	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	69.20	69.20	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	227.91	227.91	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	573.67	573.67	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	472.32	472.32	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	1,251.68	1,251.68	08/03/2021
79	WYOMING DEPARTMENT OF E	063021	2nd QTR SUTA	06/30/2021	271.77	271.77	08/03/2021
Total 79:					23,138.16	23,138.16	
2547	WYOMING FINANCIAL INSUANC	19176	CONSULTING FEE	07/27/2021	6,750.00	.00	
Total 2547:					6,750.00	.00	
4198	WYOMING FIRST AID & SAFETY	194626	First Aid Supplies	07/28/2021	56.23	.00	
4198	WYOMING FIRST AID & SAFETY	194633	first aid station refill	07/29/2021	139.27	.00	
Total 4198:					195.50	.00	
406	WYOMING LAW ENFORCEMEN	080621	30 STATE STATUE CASES JULY	08/06/2021	150.00	.00	
Total 406:					150.00	.00	
6866	WYOMING PLAN SERVICE LLC	1944	REQUEST FOR BID FROM DBE	08/06/2021	74.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6866	WYOMING PLAN SERVICE LLC	1944	REQUEST FOR BID FROM DBE	08/06/2021	74.20	.00	
Total 6866:					148.40	.00	
329	WYOMING RETIREMENT SYST	212562	JULY CONTRIBUTIONS	08/09/2021	15,644.52	15,644.52	08/09/2021
329	WYOMING RETIREMENT SYST	212563	JULY CONTRIBUTIONS	08/09/2021	23,147.53	23,147.53	08/09/2021
329	WYOMING RETIREMENT SYST	212564	JULY CONTRIBUTIONS	08/09/2021	33,461.14	33,461.14	08/09/2021
329	WYOMING RETIREMENT SYST	212565	JULY CONTRIBUTIONS	08/09/2021	46,053.94	46,053.94	08/09/2021
329	WYOMING RETIREMENT SYST	212566	JULY CONTRIBUTIONS	08/09/2021	49,841.74	49,841.74	08/09/2021
Total 329:					168,148.87	168,148.87	
6824	WYOMING WATER RIGHTS CO	4858	PROJ: CACHE CREEK DITCH W	08/01/2021	878.75	.00	
Total 6824:					878.75	.00	
1764	WYOMING.COM INC	2023479	DOMAIN HOSTING	08/05/2021	5.00	.00	
Total 1764:					5.00	.00	
2179	XEROX CORPORATION	014023715	coper agreement	08/01/2021	132.45	.00	
2179	XEROX CORPORATION	014023716	coper agreement	08/01/2021	78.78	.00	
2179	XEROX CORPORATION	014023717	Xerox maintenance and supplies	08/01/2021	17.71	.00	
Total 2179:					228.94	.00	
Grand Totals:					1,202,719.53	226,027.99	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND TOWN COUNCIL
FOR THE MONTH OF JULY, 2021**

During the month of July, the court received \$35,082 in fines, costs, and fees.
587 new cases were docketed: 468 parking citations, 89 summons
31 cases were dismissed: 16 parking violations

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

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Abundiz-de-tobar, Claudia C	186002230AC	No Driver's License	BF	410
Agatieva, Elena	186002325AC	Failure To Maintain Liability Coverage	BF	285
Alcantar, Rosario	186002356AC	No Display Of Current Registration	BF	75
Arnaiz, Howard David	186002099AC	Mph Over Limit Bond 40/25	BF	195
Arvizu-alvarado, Angel M	186002349AC	Following Too Close	BF	90
Avila Hernandez, Alejandro	186002438AC	Limitations On Backing	BF	90
Bascom, Andrew J	186002311AC	Speed Limits Generally 42/30	BF	174
Beech, Ethan Troy	186002157AC	Driver & Passenger Req. To Wear Seat Belt	BF	25
Beech, Ethan Troy	01156M	Right Of Way To A Bicycle On Left Or Right Turn	BF	100
Benedick, Joshua Adam	186002313AC	Speed Limits Generally 41/25	BF	202
Berggren, Nicholas C	01678M	Public Intoxication	BF	110
Birt, Lindsey S	186002360AC	Public Intoxication	BF	110
Brooks, Amy Lorain	186002461AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Campbell, Ethan A	01155M	Failure To Maintain Lane	BF	90
Campbell, Katherine Elizabeth	186002357AC	Marijuana: Use And/or Possession	BF	250
Catania, Natalie A	186002358AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Clark, Christopher A	186002178AC	Sleeping/occupying In Unlawful Places	D-Per Town's Motion	0
Coffman, Craig Landis	186002350AC	Fail To Give Appropriate Signal	BF	90
Coghlan, Emily I	01464M	Limitations On Backing	BF	100
Cook, Camryn Danae	186002353AC	Speed Limits Generally 38/25	BF	181
Correa-perez, Daniel	186002351AC	No Driver's License	BF	410
Cossette, Austin Jocko	186002218AC	Unsafe Turning Movement	BF	90
Cowan, Alyssa K	186002315AC	Speed Limits Generally 47/30	BF	209
Di Zinno, Kristen E	186002352AC	Speed Limits Generally 40/25	BF	195
Didier, Michael P	01068M	Stop Sign Violation	BF	70
Dunn-morrison, Park Chandler	186002294AC	Failure To Obey Traffic Control Device	BF	140
Duran-castillo, Augusto	186001598AC	No Driver's License	BF	410
Earl, Christian Noyes	186002558AC	Limitations On Backing	BF	100
Eva, Cooper Garrett	186002087AC	Speed Limits Generally 48/30	BF	216
Fernandez, Michael Thomas	186002322AC	Speed Limits Generally 41/30	BF	167
Frye, Joyce Christine	186002548AC	Limitations On Backing	BF	90
Galicia, Victor Tomas	186002324AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Garcia Bautista, Aron	186002327AC	No Display Of Current Registration	D-Per Town's Motion	0
Garcia Gaspar, Ricardo Alberto	186002295AC	Stop Sign Violation	BF	140
Gaston, Holland Kiernan	186002450AC	Failure To Stop At A Red Light	BF	140
Gazaway, Joel Kenneth	186002437AC	Failure To Obey Traffic Control Device	BF	140
Ginju, Igor	186002092AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Gleit, Adrienne Rachel	186002234AC	Speed Limits Generally 41/25	BF	202
Gonzalez Garcia, Melanie Nicole	186002341AC	Failure To Maintain Liability Coverage	BF	570
Gross, Dennis J.	01684M	Public Intoxication	D-Per Town's Motion	0
Gutierrez-mata, Victor Manuel	03792L	Driving/control Of Vehicle While Intox	D- in accordance with WSS 7-13-301	0
Hazen, Mary Phyllis	186002289AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Hernandez-retamoza, Azari	186002106AC	Failure To Maintain Liability Coverage	BF	285
Jarugula, Venkata K	98874N	Public Intoxication	D-Per Town's Motion	0
Jones, Jeremy Lee	03790L	Driving/control Of Vehicle While Intox	D- in accordance with WSS 7-13-301	0
Jordan, Frederick Vincent	186002265AC	Failure To Have Child In Safety Seat	BF	65
Jordan, Frederick Vincent	186002264AC	Use Of Cell Phone While Driving Prohibited	BF	75
Ketchum, Joshua Wade	186002292AC	Careless Driving	BF	240
Kling, Breckenridge Wilson	186002036AC	Following Too Close	BF	90

Lavin, Anna Maria	186002593AC	Use Of Cell Phone While Driving Prohibited	BF	75
Lawrence, David Michael	186002348AC	Stop Sign Violation	BF	140
Martinez Hernandez, Alejandro	98831N	Destruction Of Property	D-Per Town's Motion	0
Martinez Hernandez, Alejandro	98830N	Public Intoxication	BF	110
Mcdowell, Richard Dale	186002262AC	Limitations On Backing	BF	90
Mcnaughton, Jennifer Gc	186002594AC	Driver & Passenger Req. To Wear Seat Belt	BF	25
Meckenzie, Shalom	186002554AC	Mph Over Limit Bond 38/25	BF	181
Meigs, Olivia P	186002440AC	Speeding 25/15	BF	95
Mepani, Harsh H	186002355AC	Speed Limits Generally 41/25	BF	202
Mercer, Nikki J	186002194AC	Animals: Rabies Vaccination Required	BF	500
Monroe, Allison Ausley	186002482AC	Failure To Yield Row Approaching Intersections	BF	90
Moreno Gonzalez, Alfredo	186002376AC	Failure To Maintain Liability Coverage	BF	280
Morua, Gregorio Asiel	186002069AC	Failure To Maintain Liability Coverage	BF	280
Nelson, Brigham Douglas	186002267AC	Speed Limits Generally 48/30	BF	226
Nelson, Roberta Kathryn	186002314AC	Speed Limits Generally 47/25	BF	274
Oliver, Kirk R	186001754AC	Failure To File Accident Report With Police	BF	240
Olivieri, Kimberly J	01581M	Careless Driving	D-Per Town's Motion	0
Patil, Swapnil Shireesh	186002382AC	Speed Limits Generally 41/30	BF	167
Perez Rangel, Maria Jose	186002293AC	Failure To Obey Traffic Control Device	BF	140
Quirez, Robles A	186002279AC	Public Intoxication	BF	110
Ralls, Lucas Johnson	186002012AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Ralls, Lucas Johnson	186002011AC	Unauthorized Flashing Lights	BF	90
Randall, Chancy James	186002257AC	Turning Left At Intersection	BF	90
Riehl, Mervin S	186002321AC	Speed Limits Generally 41/30	BF	167
Romero, Maribel	186002088AC	No Driver's License	BF	420
Salgado, Cliff J	98876N	Child Restraint Required - 1st Offense	BF	65
Schnepf, Hayden Caroline	186002217AC	Mph Over Limit Bond 45/25	BF	230
Schultz, Justin Lee	186002359AC	Public Intoxication	BF	110
Seddon, Scott	186002402AC	Overtaking On The Right	BF	100
Shippen, Parker West	186002179AC	No Display Of Current Registration	BF	75
Smith, Daniel Steven	186002037AC	Following Too Close	BF	90
Spencer, Patrick L	186001345AC	Interference W/pd: Resisting Officer	D- in accordance with WSS 7-13-301	0
Sucila Schiaffino, Oscar G	186001751AC	Failure To Obey Traffic Control Device	BF	140
Tatarasanu, Adrian	186002142AC	Sleeping/occupying In Unlawful Places	BF	120
Thomas, Kiah Wray	186001987AC	Following Too Close	BF	100
Thomas, Kiah Wray	186001986AC	No Driver's License	BF	420
Tsai, Tsung	186002100AC	Mph Over Limit Bond 40/25	BF	195
Vargas Hernandez, Fernando	98051N	Following Too Close	BF	100
Vargas Hernandez, Fernando	98052N	No Driver's License	BF	420
Vargas, Manuel N	186001394AC	Public Intoxication	BF	36
Votruba, Alexander R	01558M	Speed Limits Generally 45/30	D-Per Town's Motion	0
Waite, Peter Daniel	186002555AC	Mph Over Limit Bond 36/25	BF	167
Wallace, Charles Joseph	186002613AC	No Driver's License	BF	205
Wang, Ruigui	186002343AC	Speed Limits Generally 50/30	BF	230
Wigg, Edward James	186002256AC	Following Too Close	BF	90
Wilde, Jeffrey Taylor	186002312AC	Speed Limits Generally 37/25	BF	87
Winkler, Phillip Michael	186002442AC	Stop Sign Violation	BF	140
Wittig, August J	03107L	Unlawful Operation Of Veh Youthful Offender- DUI	D- in accordance with WSS 7-13-301	0

STAFF REPORT



MEETING DATE & TITLE: August 16, 2021 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Brian Lenz, Town Engineer

SUBJECT: *TOJ Project 21-05: 2021 Fall Street Patching*

PUBLIC COMMENT: NO

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is to obtain approval to award the contract for the construction of the 2021 Fall Street Patching project.

REQUESTED ACTION:

Public Works respectfully requests approval of this contract.

RECOMMENDATION:

Staff recommends that the Town Council approve award of the construction contract to Avail Valley Construction of Afton, WY in the amount of \$234,600.00.

BACKGROUND:

The Spring and Fall street patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. The focus of the patching program has been to address the areas of concern on the roads which will receive chip seal treatment at a later date, in addition to those locations where potholes and major deterioration are occurring elsewhere within Town, and especially in higher traffic locations. Overall, this approach is being carried out, in combination with our annual crack sealing efforts, to provide a well-maintained roadway network at an affordable cost.

The Patching portion of the project involves mechanical milling of the roadway surface to a depth of 3-inches (including further excavation and placement of base course if necessary) and a minimum of 5-feet in width, compaction of subbase if necessary, tacking of edges, patching with hot mix asphalt (HMA) laid down by a machine if possible, and rolled with a vibratory/static roller. The work is required to be completed by September 17th, 2021.

Patching locations are throughout Town and determined typically in the spring after the snow and ice have melted.

The project was advertised in the JH News & Guide Weekly for two weeks beginning July 14, 2021.

ANALYSIS:

The Town received construction Bids for the project on July 29, 2021. A total of 1 bid was received.

- | | |
|---|---------------|
| 1. Avail Valley Construction of Afton, WY | \$ 234,600.00 |
|---|---------------|

Avail Valley Construction of Afton, WY was found to be the lowest responsive bidder.

While we only received one bid, pricing is comparable with past patching bids, with the exception traffic control which is higher. The demand for traffic control is high and the supply is low, especially with housing and hotel pricing this summer. Barring any unforeseen issues with the pricing, we still expect to complete our annual streets work in the spring.

ALTERNATIVES (Optional):

Staff presents the following options for the Town Council to consider:

- Approve the contract of the 2021 Fall Street Patching Project
- Place the 2021 Fall Street Patching Project on hold by denying the contract
- Other

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life, Section 8 - Quality Community Service Provision:

- Principle 8.1- Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - o Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- Strategies:
 - 8.1.S.3: Identify critical services and services requiring redundancy in service provision.
 - 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

FISCAL IMPACT:

The project will be funded with the FY 2022 Annual Street Reconstruction budget.

STAFF IMPACT:

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 5-10 hours of Public Works staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

ATTACHMENTS OR LINKS:

None

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve the award of the 2021 Fall Street Patching Project (ToJ Project 21-05) to Avail Valley Construction of Afton, WY in the amount of \$234,600.00, and upon final approval by the Town Attorney authorize the Vice Mayor to execute the contract.

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Regular (Consent)
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid #21-06 for the Purchase of Four New Hybrid Police Department Patrol SUV's	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid #21-06 for the purchase of four new Hybrid Police Department patrol SUV's.

Requested Action.

The requested action for this item is to award Bid #21-06 in the amount of \$128,552.00 and approve the purchase and procurement of four new Hybrid Police Department patrol SUV's.

Recommendations.

Staff recommends awarding Bid #21-06 in the amount of \$128,552.00 and approving the purchase and procurement of four new Hybrid Police Department patrol SUV's.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson. When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

Analysis.

These patrol vehicles will be purchased for and used by the Police Department. This division is responsible for providing enforcement for various portions of the municipal code.

Dept	Type of Vehicle	Budgeted Cost	Avg Annual Miles	Combined MPG	% More Efficient (+/-)	Estimated Annual/Gal. Used	Estimated Annual/Gal. Avoided	Annual \$ per/Gal. \$2.45	Estimated Annual Savings	Pds./CO2 Saved
PD	Patrol Vehicle		8,810	13.5		653		\$1,598.85		
PD	New Hybrid SUV	\$37,263	8,810	23.5	74.1%	375	278	\$918.49	\$680.36	5,454

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 2.1 – Reduce consumption of non-renewable energy
- Principle 8.2 – Maintain current, coordinated service delivery

Fiscal Impact.

We received one bid which is listed below in the amount \$128,552.00. The one bid was from Spradley Motors, Cheyenne, WY. For the FY22 Budget, we show a budget of \$327,500.00 for the purchase of five new patrol vehicles. This vehicle represents four of the five patrol vehicles budgeted for.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Spradley Motors	Four Patrol SUV's	\$ 149,052.00	\$ 20,500.00	\$ 128,552.00

Staff Impact.

Public Works staff will be impacted in additional labor hours, which are estimated to be 240 hours to ready the vehicle for service (radio, LED lights, gun locks, etc.).

Attachments or Links.

- Bid #21-06 Results

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

I move to approve Bid #21-06 for the purchase and procurement of four new Police Department Hybrid Patrol SUV's and award the bid to Spradley Motors of Cheyenne, WY, in the amount of \$128,552.00.

BID NUMBER: 21-06

PROJECT NAME: 4 AWD Hybrid SUVs

OPENING DATE &
TIME: B/S 3pm

OPENED BY: Eric Hiltbrunner / Jessica Chitwood

	Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1	Spradley Bar Motors Cheyenne	y	None	y		\$ 37,263 \$ 149,052(T)	
2							
3							
4							
5							
6							



Town of Jackson

BID#: 21-06

**``FOUR AWD HYBRID
SUV''**

BID INSTRUCTIONS AND INFORMATION

- Bid must be signed by responsible corporate official and be placed in a sealed envelope. Return to:

Town of Jackson
BID 21-06
LYNSEY LENAMOND
P.O. Box 1687
150 East Pearl Street
Jackson, WY. 83001

Bidder shall mark lower left-hand corner with bid name:
"BID 21-06 FOUR AWD HYBRID SUVs"

- Bidder must specify delivery from acceptance of bid by Town. Bid prices shall be F.O.B. Jackson, 450 West Snow King Avenue, Jackson, Wyoming.
- Bids will be accepted until **Thursday, August 5th, 2021, at 3:00 PM.** Bids will be opened and acknowledged at 3:05 PM at the Town Council Chambers, 150 East Pearl Avenue, Jackson, WY.
- These specifications are to be considered as minimums and must be equal to or exceeded. Bid shall be submitted on enclosed specification form. Bidder must check appropriate yes/no as per specification. Checking **"yes"** will mean full compliance, checking **"no"** will mean an exception is being taken. All exceptions to minimums shall be listed and explained on a page titled **Bid Exceptions**. Entire specification form shall be filled out to be considered for this project.
- The Town of Jackson reserves the right to waive any and/or all irregularities in the bids and for rejecting any and/or all bids.
- Unit bid shall be new and unused of the latest year and model.
- Bidder shall enclose a letter on company letterhead detailing the manufactures warranty, name and address of OEM chassis warranty shop and warranty details for all added equipment/accessories.
- Per Wyoming Statue 16-6-107 a 5% preference will be given to bidders within the State of Wyoming.
- The Contract shall be bid to the most responsible certified resident making the responsive proposal, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the WORK to nonresident contractors (W.S. § 16-6-101, et seq.).
- Bidder at time of bid submittal must furnish bid bond, or certified cashier's check in the amount equal to five (5%) percent of total bid. Successful bidder's surety shall be returned upon delivery inspection and acceptance of bid unit.

TOWN OF JACKSON
"FOUR AWD SUVs"
BID#: 21-06

1) GENERAL DESCRIPTION:

- Y ☒ N ☐ A. Current model, new and unused, AWD HYBRID SUV.
Y ☒ N ☐ B. Minimum wheelbase (118") one-hundred and eighteen inches.
Y ☒ N ☐ C. Maximum wheelbase (120") one-hundred twenty inches.
Y ☒ N ☐ D. Fuel tank capacity minimum (18) eighteen gallons.

2) ENGINE & ENGINE EQUIPMENT:

- Y ☒ N ☐ A. Fuel injected V6 HYBRID engine.
Y ☒ N ☐ B. Cold climate package with factory engine block heater.
Y ☒ N ☐ C. Lithium-ion battery pack.
Y ☒ N ☐ D. EPA Estimated fuel economy 16 to 21 highway or better.

3) TRANSMISSION & TRANSMISSION EQUIPMENT:

- Y ☒ N ☐ A. Heavy duty automatic transmission with ten (10) speeds.
Y ☒ N ☐ B. Column shift.
Y ☒ N ☐ C. Heavy duty transmission cooler.

4) CHASSIS:

- Y ☒ N ☐ A. Independent front strut style suspension.
Y ☒ N ☐ B. Multi-link rear suspension.

5) BRAKES:

- Y ☒ N ☐ A. Heavy duty power four-wheel disc brakes.
Y ☒ N ☐ B. (4) Four wheel (ABS) anti-locking brake system.

6) TIRES & WHEELS:

- Y ☒ N ☐ A. (5) Five 18"X8.0 painted black steel with wheel hub cover.
Y ☒ N ☐ B. (5) Five ~~245/55R18~~ A/S BSW. 255/60R18 A/S BSW

7) ELECTRICAL SYSTEM:

- Y ☒ N ☐ A. Battery minimum 800 CCA.
Y ☒ N ☐ B. 220 AMP DC/DC converter (in lieu of alternator).

8) STEERING:

- Y ☒ N ☐ A. Electric power assist steering

9) UPHOLSTERY and TRIM:

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

- Y ☒ N ☐ A. 1ST row, police grade cloth dual front buckets
 Y ☒ N ☐ B. 2ND row vinyl split bench
 Y ☒ N ☐ C. Floor- heavy duty thermoplastic elastomer

10) INSTRUMENTATION:

- Y ☒ N ☐ A. Speedometer/ trip odometer
 Y ☒ N ☐ B. Engine temperature gauge
 Y ☒ N ☐ C. Fuel gauge

11) REAR DIFFERENTIAL:

- Y ☒ N ☐ A. Final drive ratio = 3.73

12) ACCESSORIES and CONVENIENCE ITEMS:

- Y ☒ N ☐ A. Dual power outside mirrors.
 Y ☒ N ☐ B. Inside day/night rear view mirrors.
 Y ☒ N ☐ C. Sun visor left and right.
 Y ☒ N ☐ D. Convenience light package, dome light.
 Y ☒ N ☐ E. Shaded windshield with tinted door glass. (2nd row, rear quarter, and lift gate privacy glass).
 Y ☒ N ☐ F. Dual horns.
 Y ☒ N ☐ G. Dark car feature.
 Y ☒ N ☐ H. AM/ FM// MP3 Capable/Voice activated hands free phone system/ Clock/ 4 Speaker Radio. programmable steering wheel-mounted controls
 Y ☒ N ☐ I. Air conditioning front/ heavy duty high output heater.
 Y ☒ N ☐ J. Intermittent two-speed wiper system.
 Y ☒ N ☐ K. Power locks, windows, driver's seat, and mirrors.
 Y ☒ N ☐ L. Remote keyless entry system, single key system, 6 sets of keys, 2 keyless remotes.
 Y ☒ N ☐ M. Drivers' side black LED spotlight.

13) PAINT:

- Y ☒ N ☐ A. Exterior paint color- White.
 Y ☒ N ☐ B. Interior paint to match exterior.

14) VEHICLE MANUAL:

- Y ☒ N ☐ A. Bidder shall provide one complete set of vehicle repair overhaul and wiring manual, within (30) thirty days of vehicle delivery.

15) DELIVERY INVOICE:

- Y ☒ N ☐ A. Bidder shall furnish a copy of factory invoice listing standard and optional equipment as bid, at

SPRADLEY BARR MOTORS, INC.
 2200 WESTLAND RD.
 CHEYENNE, WY 82001

time of vehicle delivery.

Y ☒ N ☐

B. Manufacture shall provide warranty service for a minimum of three years or 36,000 miles.

Y ☒ N ☐

C. Enclose detailed letter with warranty coverage & address of dealer warranty shop.

16) SPECIFICATIONS:

Make: Ford Model: Police Interceptor Utility Year: 2022
Wheelbase: 119" Inches Length: 198.8"
AWD/Four Wheel: Yes: ☒ No: ☐
Drive: ☐
Fuel Tank Capacity: Gas: ☒ Gallons: 19
MPG City: 23 MPG Highway: 24 MPG Combines: 24
Engine: V6 Hybrid Liter: 3.3 Horsepower@ 318 RPM'S
Alternator: 220 amp DC/DC conv. AMPS Rated. Battery: 800 CCA
Wheels: 18" x 8.0 painted black steel w/ polished center hub cover.
Transmission: 10 speed automatic
Rear Axle Ratio: 3.73
Traction Control: Yes: ☒ No: ☐ Stability Control: Yes: ☒ No: ☐
Tires MFG.: Goodyear Size: 255/60 R18 Tread: A/S
Warranty Center: Any Ford dealer Jackson Ford.
Warranty Months: 36B-B 60 P.T. Warranty Miles: 36k B-D 100k P.T.

17) TRADES: * All police equipment will be removed

1. 2011 FORD TAURUS

VIN #:	1FAHP2HW7BG109364
TIRES:	SIXTY percent 60%
MILES:	92723







2. 2011 FORD TAURUS

VIN #:	1FAHP2HW3BG156035
TIRES:	Sixty percent 60%
MILES:	79640







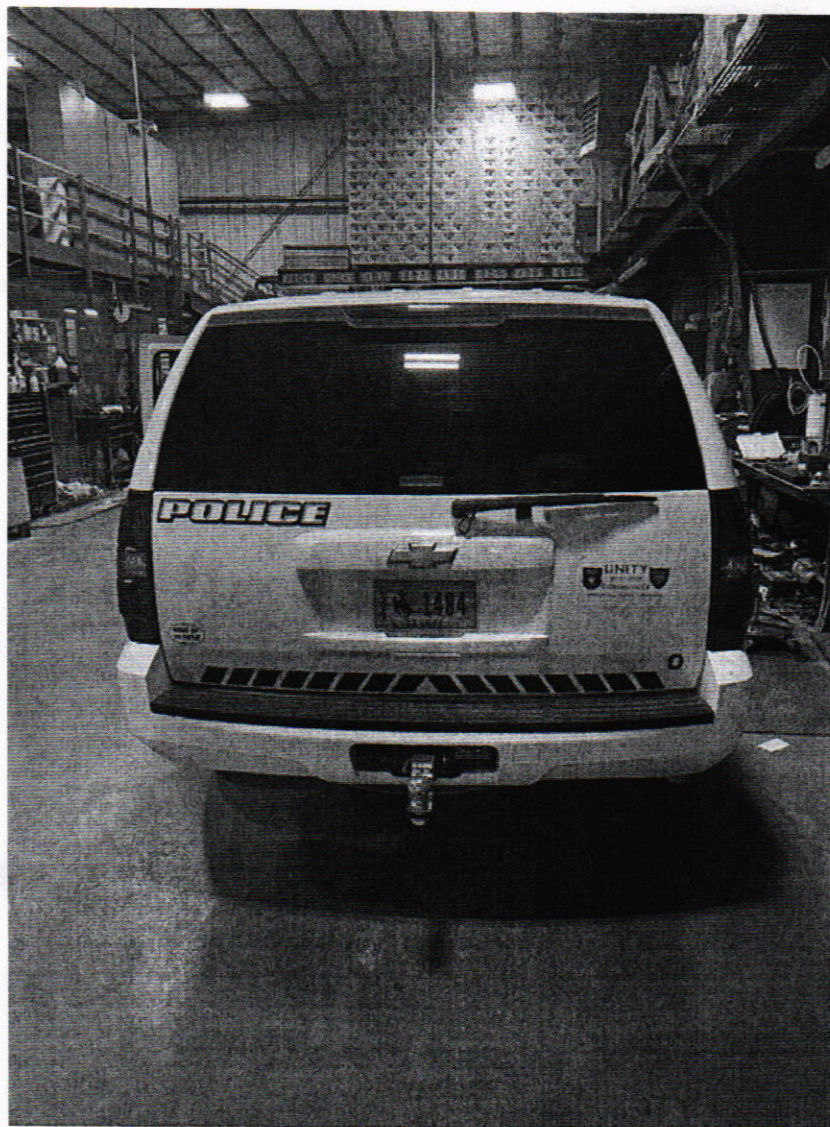
3. 2007 CHEVY TAHOE

VIN #:	1GNFK13067J260873
TIRES:	FIFTY percent 50%
MILES:	115062

*Getting
Rebuilt Tranny*

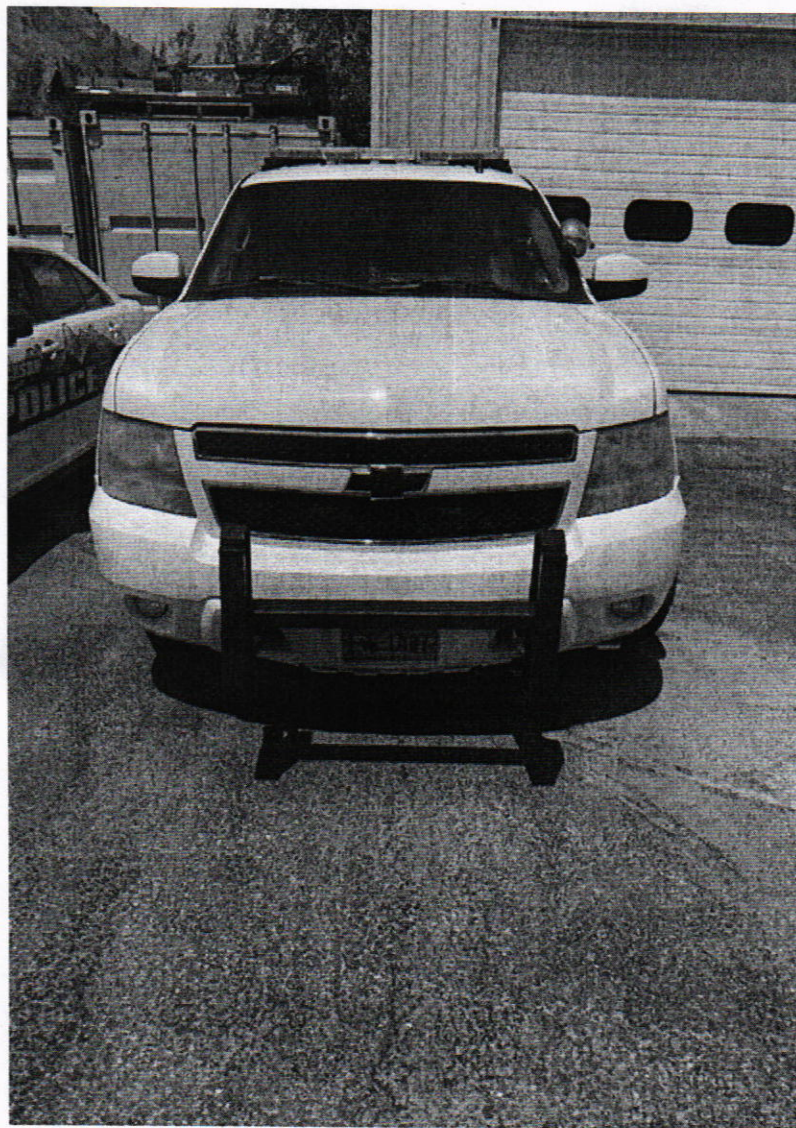






4. 2007 CHEVY TAHOE

VIN #:	1GNFK13087J259739
TIRES:	FIFTY percent 50%
MILES:	112798







BID PROPOSAL

The undersigned hereby certifies that he/she has examined the specifications and proposes to supply the vehicle(s) in accordance with said specifications.

Bid per Specifications # 21-06: \$ 37,263 ea 149,052 total
Trade one allowance: (\$ 5,000)
Trade two allowance: (\$ 5,500)
Trade three allowance: (\$ 5,000)
Trade four allowance: (\$ 5,000)
Total. 4 vehicles after trades: \$ 128,552

270 days ARO
Proposed Delivery Date:

Spradley Barr Motors, Inc.
Name of Firm:

David Sutherland
Authorized Name:

[Signature] 7-29-21
Authorized Signature: Date:

dsutherland@sbwy.com
E-mail:

307- 638- 3335
Area code and phone #:

CNGP530

VEHICLE ORDER CONFIRMATION

07/29/21 17:30:39

==>

Dealer: F56422

2022 EXPLORER 4-DOOR

Page: 1 of 1

Order No: D700 Priority: L2 Ord FIN: QS044 Order Type: 5B Price Level: 215

Ord Code: 500A Cust/Flt Name: JACKSON

PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$40980	\$39751.00	153	FRT LICENSE BKT	NC	NC
	.119" WHEELBASE				SP DLR ACCT ADJ		(1453.00)
YZ	OXFORD WHITE				SP FLT ACCT CR		(1150.00)
9	CLTH BKTS/VNL R				FUEL CHARGE		6.38
6	EBONY			B4A	NET INV FLT OPT	NC	7.00
500A	EQUIP GRP				DEST AND DELIV	1245	1245.00
	.AM/FM STEREO			TOTAL	BASE AND OPTIONS	43075	38761.38
99W	.3.3L HYBRID	NC	NC	TOTAL		43075	38761.38
44B	.10-SP MOD HYBRD	NC	NC	*THIS IS NOT AN INVOICE*			
	FLEET SPCL ADJ	NC	(445.00)				
41H	ENG BLK HEATER	90	85.00				
425	50 STATE EMISS	NC	NC				
43D	COURTESY DISABL	25	24.00				
51R	DRV LED SPT LMP	395	371.00				
55F	KEYLESS - 4 FOB	340	320.00				

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC03104

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

Warranty Information

Bid # 21-06

Warranty work can be performed at any Ford dealer. The closest one to you is:

Jackson Hole Ford
670 West Deer Dr.
Jackson, WY 83001
888-460-7218

The warranty consists of 3 Year / 36,000 Miles Bumper to Bumper
5 Year / 100,000 Miles Powertrain Service Plan

To download a complete warranty guide, visit the following website or call me and I can email it to you.

<http://www.fleet.ford.com/partsandservice/owner-manuals/>

Thank You,

David Sutherland
Fleet Manager
307-773-0388



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



NO. 1167

THIS CERTIFIES THAT: SPRADLEY BARR MOTORS, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE
ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A
PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY OF September TWO THOUSAND AND 20

JASON WOLFE, WORKFORCE STANDARDS ADMINISTRATOR

EXPIRATION DATE: 9/1/21

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 5221 YELLOWSTONE ROAD, CHEYENNE, WY 82002

CASHIER'S CHECK

049175

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND
FROM YOUR INSURANCE CO. MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK
WILL BE REPLACED OR REFUNDED IF LOST,
MISPLACED OR STOLEN.



IONAH BANK
OF WYOMING
Building a Better Wyoming

3730 E. 2nd St. 205 Storey Blvd. 777 West First Street 2015 Central Ave.
Casper, WY 82609 Cheyenne, WY 82009 Casper, WY 82601 Cheyenne, WY 82001

SPRADLEY BARR MOTORS

REMITTER

DATE 07/30/2021

99-711/1023
2131001PAY TO THE TOWN OF JACKSON
ORDER OF

\$ 6,427.60

**** Six Thousand Four Hundred Twenty Seven and 60/100 ****

DOLLARS

MEMO

BID #21-06



[Signature]
[Signature]

TWO SIGNATURES REQUIRED OVER \$2,000

⑈049175⑈ ⑆102307119⑆ 2131001⑈

500

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SECURITY FEATURE

DESCRIPTION FOR FEATURE

Heat Sensitive Lock Icon

Responds to heat. Icon will fade when rubbed briskly.

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Chemical applied to the sheet that fuses the toner to the document when run through a laser printer.

True Watermark

Watermark applied at paper mill. Hold up to light to verify.

Fluorescent Fibers

Invisible Fibers milled into the paper that become visible under ultraviolet light.

Chemical Reactivity

Paper reacts to chemical alteration leaving a visible stain on the paper.

Colored Background
Warning Border

Colored Pattern protects against alteration. Alerts financial institutions and criminals that fraud deterrent security features are present.

Micro Printing

Border, Signature Line and Backer contain micro printing. Magnify to verify. When copied, appears as dotted line.

Security Backer

Back pattern prevents cutting and pasting of the document.



© Padlock design is a certification mark of the Check Payment Systems Association

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Regular (Consent)
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid #21-07 for the Purchase of a New Police Department Half Ton Truck	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid #21-07 for the purchase of a new Police Department half ton truck.

Requested Action.

Staff is requesting that Council review and approve the procurement of a new half ton truck for the Police department.

Recommendations.

Staff recommends the Town Council accept and approve Bid #21-07 for the purchase of a new half ton truck and award the bid to Spradley Motors, Cheyenne, WY, in the amount of \$37,661.00.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson. When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

Analysis.

This vehicle will be purchased for and used by the Police Department. This division is responsible for providing enforcement for various portions of the municipal code. There is not a trade-in vehicle for this procurement. The reason for this is due to the addition of new Police Department staff, for whom the normal trade-in vehicle is being saved for.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 2.1 – Reduce consumption of non-renewable energy
- Principle 8.2 – Maintain current, coordinated service delivery

Fiscal Impact.

We received one bid which is listed below. The one bid was from Spradley Motors, Cheyenne, WY. For the FY22 Budget, we show a budget of \$327,500.00 for the purchase of five new patrol vehicles. This vehicle represents one of the five patrol vehicles budgeted for.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Spradley Motors	Half Ton Truck	\$ 37,661.00	\$ -	\$ 37,661.00

Staff Impact.

Public Works staff will be impacted in additional labor hours, which are estimated to be 60 hours to ready the vehicle for service (radio, LED lights, gun locks, etc.).

Attachments or Links.

- Bid #21-07 Results

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

I move to approve the procurement of Bid #21-07 for the purchase of a new Police Department Half Ton Truck and award the bid to Spradley Motors of Cheyenne, WY, in the amount of \$37,661.00.

BID NUMBER: 2107

PROJECT NAME: 1/2 ton 4x4 pickup

OPENING DATE &
TIME: 8/5 3pm

OPENED BY: Eric Hiltbrunner / Jessica Chitwood

	Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1	Spradley Motors Cheyenne	y	—	y		\$37,661	
2							
3							
4							
5							
6							



Town of Jackson

BID#: 21-07

``1/2 TON 4X4

4-DOOR PICK UP''

BID INSTRUCTIONS AND INFORMATION

- Bid must be signed by responsible corporate official and be placed in a sealed envelope. Return to:

Town of Jackson
BID 21-07
LYNSEY LENAMOND
P.O. Box 1687
150 East Pearl Street
Jackson, WY. 83001

o Bidder shall mark lower left-hand corner with bid name:
"BID 21-07"
"1/2 TON 4-DOOR PICK UP"

- Bidder must specify delivery from acceptance of bid by Town. Bid prices shall be F.O.B. Jackson, 450 West Snow King Avenue, Jackson, Wyoming.
- Bids will be accepted until **Thursday, August 5th at 3:00 PM.** Bids will be opened and acknowledged at 3:05 PM at the Town Council Chambers, 150 East Pearl Avenue, and Jackson WY.
- These specifications are to be considered as minimums and must be equal to or exceeded. Bid shall be submitted on enclosed specification form. Bidder must check appropriate yes/no as per specification. Checking "yes" will mean full compliance, checking "no" will mean an exception is being taken. All exceptions to minimums shall be listed and explained on a page titled **Bid Exceptions**. Entire specification form shall be filled out to be considered for this project.
- The Town of Jackson reserves the right to waive any and/or all irregularities in the bids and for rejecting any and/or all bids.
- Unit bid shall be new and unused of the latest year and model.
- Bidder shall enclose a letter on company letterhead detailing the manufactures warranty, name and address of OEM chassis warranty shop and warranty details for all added equipment/accessories.
- Per Wyoming Statue 16-6-107 a 5% preference will be given to bidders within the State of Wyoming.
- The Contract shall be bid to the most responsible certified resident making the responsive proposal, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the WORK to nonresident contractors (W.S. § 16-6-101, et seq.).
- Bidder at time of bid submittal must furnish bid bond or certified or cashier's check in the amount equal to five (5%) percent of total bid. Successful bidder's surety shall be returned upon delivery inspection and acceptance of bid unit.

TOWN OF JACKSON
"1/2 TON 4X4 4-DOOR PICK UP"
BID#: 21-07

1) GENERAL DESCRIPTION:

- Y ☒ N ☐ A. Current model, new and unused, four-wheel drive four (4) door pick up, 5.5' bed
Y ☒ N ☐ B. Minimum wheel base (144) one hundred forty four inches.
Y ☒ N ☐ C. Maximum length (233) two hundred thirty three inches.
Y ☒ N ☐ D. Fuel tank capacity (26) twenty six gallons.

2) ENGINE & ENGINE EQUIPMENT:

- Y ☒ N ☐ A. (400) Four hundred horse power @ 6,000 RPM, DOHC V6 engine.
Y ☒ N ☐ B. Cold climate package with factory engine block heater.
Y ☒ N ☐ C. Permanent anti-freeze production to minus (-40°) forty degrees Fahrenheit.
Y ☒ N ☐ D. Heavy duty cooling system.
Y ☒ N ☐ E. EPA estimated fuel economy 16 city / 20 highway 18 combined.
Y ☒ N ☐ F. Twin turbo engine.

3) TRANSMISSION:

- Y ☒ N ☐ A. Heavy duty automatic transmission with progressive range select.
Y ☒ N ☐ B. Heavy duty auxiliary transmission cooler.
Y ☒ N ☐ C. Column shifter.

4) SUSPENSION:

- Y ☒ N ☐ A. Independent front coil suspension with gas-pressurized shocks.
Y ☒ N ☐ B. Rigid rear axle leaf spring suspension with gas-pressurized shocks.
Y ☒ N ☐ C. Upgraded front stabilizer bar.

5) BRAKES:

- Y ☒ N ☐ A. Heavy duty power four wheel disc brakes.
Y ☒ N ☐ B. (4) Four wheel (ABS) anti-locking brake system.

6) ELECTRICAL SYSTEM:

- Y ☒ N ☐ A. 70 Amp hour 610 CCA battery.
Y ☒ N ☐ B. Heavy duty 240 amp alternator.

7) STEERING:

- Y ☒ N ☐ A. Power assist rack-pinion steering.

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

8) WHEELS:

Y ☒ N ☐ A. (5) Five (18) eighteen inch six spoke silver aluminum wheels.

9) TIRES:

Y ☒ N ☐ A. (5) Five all season load range E radial tires LT265/70R18

10) INTERIOR:

Y ☒ N ☐ A. 1ST row Police grade cloth bucket seats with manual lumbar.
Y ☒ N ☐ B. 2nd row vinyl bench.
Y ☒ N ☐ C. Floor- heavy duty thermoplastic elastomeric.
Y ☒ N ☐ D. Blank front console area.

11) INSTRUMENTATION:

Y ☒ N ☐ A. Speedometer/ trip odometer.
Y ☒ N ☐ B. Engine temperature gauge.
Y ☒ N ☐ C. Fuel gauge.

12) REAR DIFFERENTIAL:

Y ☒ N ☐ A. Final drive axle ratio = 3.31

13) ACCESSORIES AND CONVENIENCE ITEMS:

Y ☒ N ☐ A. Power electric tow mirrors.
Y ☒ N ☐ B. Inside day / night rear view mirror.
Y ☒ N ☐ C. Sun visors left and right
Y ☒ N ☐ D. Convenience light package, dome light.
Y ☒ N ☐ E. Shaded windshield with tinted door glass.
Y ☒ N ☐ F. Dual horns.
Y ☒ N ☐ G. Electric windows with window lock.
Y ☒ N ☐ H. AM/FM/CD/MP3 Capable/ Voice activated hands free phone system/ Clock/ (4) four speaker radio.
Y ☒ N ☐ I. Air conditioning front / heavy duty high output heater.
Y ☒ N ☐ J. Intermittent two-speed, with intermittent wiper system.
Y ☒ N ☐ K. Intergraded trailer brake controller.
Y ☒ N ☐ L. Remote keyless entry system, single key system, (6) six sets of keys, (2) two keyless remotes.
Y ☒ N ☐ M. Tilt steering wheel.
Y ☒ N ☐ N. Under carriage skid plates.
Y ☒ N ☐ O. Cruise control
Y ☒ N ☐ P. Class IV trailer tow receiver and seven (7) pin trailer connector.

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

14) PAINT:

- Y ☒ N ☐ A. Exterior paint color- Oxford White.
Y ☒ N ☐ B. Interior paint to match exterior.

15) REPAIR MANUALS:

- Y ☒ N ☐ A. Bidder shall provide one complete set of vehicle repair overhaul and writing manuals or cd, with in (30) thirty days of vehicle delivery.

16) DELIVERY INVOICE:

- Y ☒ N ☐ A. Bidder shall furnish a copy of factory invoice listing standard and optional equipment as bid, at time of vehicle delivery.
Y ☒ N ☐ B. Manufacture shall provide warranty service for a minimum of (3) three years or 36,000 miles.
Y ☒ N ☐ C. Enclose detailed letter with warranty coverage & address of dealer warranty shop.

17) VEHICLE:

Make: Ford Model: F150 Police Responder Year: 2022
MPG City: 16 MPG Highway: 20 MPG Combined: 18
Warranty Center: Any Ford dealer, Jackson Ford.
Warranty Months: 36 B-B 60 P.T. Warranty Miles: 36k B-B 100k P.T.

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

BID PROPOSAL

The undersigned hereby certifies that he/she has examined the specifications and proposes to supply the vehicle(s) in accordance with said specifications.

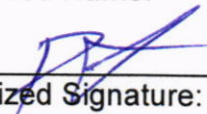
Total purchase price Bid per Specification # 21-07:

\$ 37,661

270 Days ARO
Proposed Delivery Date:

Spradley Barr Motors, Inc.
Name of Firm:

David Sutherland
Authorized Name:


Authorized Signature:

7-29-21
Date:

dsutherland@sbwyd.com
E-mail:

307-638-3335
Area code and phone #:

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

CNGP530

VEHICLE ORDER CONFIRMATION

07/29/21 17:12:02

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Dealer: F56422

2022
2021 F-150

Page: 1 of 2

Order No: D700 Priority: L1 Ord FIN: QS044 Order Type: 5B Price Level: 140
Ord Code: 150A Cust/Flt Name: JACKSON PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
W1P F150 POL RESP	\$44430	\$42431.00	FLEET SPCL ADJ	NC	\$(520.00)
145" WHEELBASE			FRT LICENSE BKT	NC	NC
YZ OXFORD WHITE			41H ENG BLOCK HTR	90	82.00
P POLICE SEAT			425 50 STATE EMISS	NC	NC
B BLACK			53A TRAILER TOW PKG	995	906.00
150A EQUIP GRP			54Y MIR MAN TEL/FLD	395	360.00
.XL SERIES			57Q REAR DEFROSTER	220	200.00
.18" SILVER ALUM			59S LED SPOTLIGHTS	175	160.00
998 3.5L V6 GTDI					
44G ELEC 10-SPDAUTO			TOTAL BASE AND OPTIONS	48715	43084.76
.LT265/70R 18			TOTAL	48715	43084.76
.3.31 ELEC LOCK			*THIS IS NOT AN INVOICE*		
LT CAPABILITY					
7050# GVWR					
JOB #2 ORDER					

* MORE ORDER INFO NEXT PAGE *

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC03104

SPRADLEY BARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

CNGP530

VEHICLE ORDER CONFIRMATION

07/29/21 17:13:02

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2022
2021 F-150

Dealer: F56422

Page: 2 of 2

Order No: D700 Priority: L1 Ord FIN: QS044 Order Type: 5B Price Level: 140
Ord Code: 150A Cust/Flt Name: JACKSON PO Number:

RETAIL DLR INV

RETAIL DLR INV

67P	REMOTE KEYLESS	\$340	\$310.00
67T	TRL BRAKE CONTR	275	251.00
924	PRIVACY GLASS	100	91.00
	SP DLR ACCT ADJ		(1608.00)
	SP FLT ACCT CR		(1293.00)
	FUEL CHARGE		12.76
B4A	NET INV FLT OPT	NC	7.00
	DEST AND DELIV	1695	1695.00

TOTAL BASE AND OPTIONS 48715 43084.76

TOTAL 48715 43084.76

THIS IS NOT AN INVOICE

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F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC03104

SPRADLEY MARR MOTORS, INC.
2200 WESTLAND RD.
CHEYENNE, WY 82001

Warranty Information

Bid # 21-07

Warranty work can be performed at any Ford dealer. The closest one to you is:

Jackson Hole Ford
670 West Deer Dr.
Jackson, WY 83001
888-460-7218

The warranty consists of 3 Year / 36,000 Miles Bumper to Bumper
5 Year / 100,000 Miles Powertrain Service Plan

To download a complete warranty guide, visit the following website or call me and I can email it to you.

<http://www.fleet.ford.com/partsandservice/owner-manuals/>

Thank You,



David Sutherland
Fleet Manager
307-773-0388



STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS

NO. 1167

THIS CERTIFIES THAT: SPRADLEY BARR MOTORS, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE
ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A
PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY OF September TWO THOUSAND AND 20

JASON WOLFE, WORKFORCE STANDARDS ADMINISTRATOR

EXPIRATION DATE: 9/1/21

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:
LABOR STANDARDS, 5221 YELLOWSTONE ROAD, CHEYENNE, WY 82002

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND
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WILL BE REPLACED OR REFUNDED IF LOST,
MISPLACED OR STOLEN.



JONAH BANK
OF WYOMING
Building a Better Wyoming

3730 E. 2nd St. 205 Storey Blvd. 777 West First Street 2015 Central Ave.
Casper, WY 82609 Cheyenne, WY 82009 Casper, WY 82601 Cheyenne, WY 82001

99-711/1023
2131001

CASHIER'S CHECK

049176

SPRADLEY BARR MOTORS

REMITTER

DATE

07/30/2021

PAY TO THE
ORDER OF

\$ 1,883.05

**** One Thousand Eight Hundred Eighty Three and 05/100****

DOLLARS

Emilee Barr

BID #21-07

MEMO



TWO SIGNATURES REQUIRED OVER \$2,000

⑈049176⑈ ⑆102307119⑈ 2131001⑈

500

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SECURITY FEATURE

DESCRIPTION FOR FEATURE

Heat Sensitive Lock Icon

Responds to heat. Icon will fade when

Toner Adhesion

Chemical applied to the sheet that fuses

True Watermark

Watermark applied at paper mill. Hold up to light to

Fluorescent Fibers

Visible under ultraviolet light.

Chemical Reactivity

Paper reacts to chemical alteration leaving a visible

Colored Background

Colored Pattern protects against alteration.

Warning Border

Alerts financial institutions and criminals that fraud

Micro Printing

Border, Signature Line and Backer contain micro

Security Backer

Back pattern prevents cutting and pasting of the

© Padlock design is a certification mark of the Check Payment Systems Association



STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Regular (Consent)
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	New Loader Purchase for Streets Division	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve the purchase of a new 938M Wheel Loader for the Public Works Street Division.

Requested Action.

The requested action for this item is to approve the purchase and procurement of a new 938M Wheel Loader for the Public Works Street Division.

Recommendations.

Staff recommends approving the purchase of the new 938M Wheel Loader for the Public Works Streets Division for \$215,533.70.

Background.

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

Analysis.

Staff is using a new method for the procurement of this piece of equipment, a public purchasing cooperative called Sourcewell. Sourcewell is a municipal contracting government agency that operates as a public entity under legislative authority through the state of Minnesota and has more the 50,000 members throughout the United States. Sourcewell has been around for forty plus years and secures roughly \$3 billion annual purchases by using their cooperative contracts. On behalf of its members, Sourcewell streamlines the procurement process by developing Request for Proposals (RFP's) for national, competitive solicitations that meet or exceed local requirements. Their procurement team takes care of the competitive solicitation process (RFP), which saves municipality's time and money. Sourcewell secures the lowest RFP (cost) nationwide for this procurement which allows for nationwide volume pricing.

This diesel engine is a Tier 4 Standard, the strictest EPA emissions requirement for diesel engines. This requirement regulates the amount of particulate matter, or black soot, and nitrogen oxides that can be emitted.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 8.2 – Maintain current, coordinated service delivery

Fiscal Impact.

The fiscal impact for this item is composed of four parts: list price, Sourcewell discount, optional equipment, and any trade-in value of the equipment we are replacing. The FY22 Budget for this procurement is \$222,000.00.

<u>Vehicle</u>	<u>List Price</u>	<u>Sourcewell Discount</u>	<u>% Discount</u>	<u>Options</u>	<u>Trade-in</u>	<u>Total Cost</u>
938M Loader	\$290,439.00	\$76,966.34	27%	\$32,061.03	\$30,000	\$215,533.70

Staff Impact.

There is a positive staff impact in time and dollar savings by not having to manage our typical bidding process (opening of bid, bid review, bid bonding, bid advertisement), since Sourcewell has already secured the lowest, volume-based pricing nationwide. To secure this purchase, all the additional time needed is to place the order of this equipment once approved.

Attachments or Links.

- 938M Quote

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

I move to approve the purchase of a 938M Wheel Loader in the amount of \$215,533.70.



Feb, 23 2021

Town of Jackson
450 W Snow King Ave
Jackson, WY 53001-8497

Attention: Erick Hiltbrunner

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

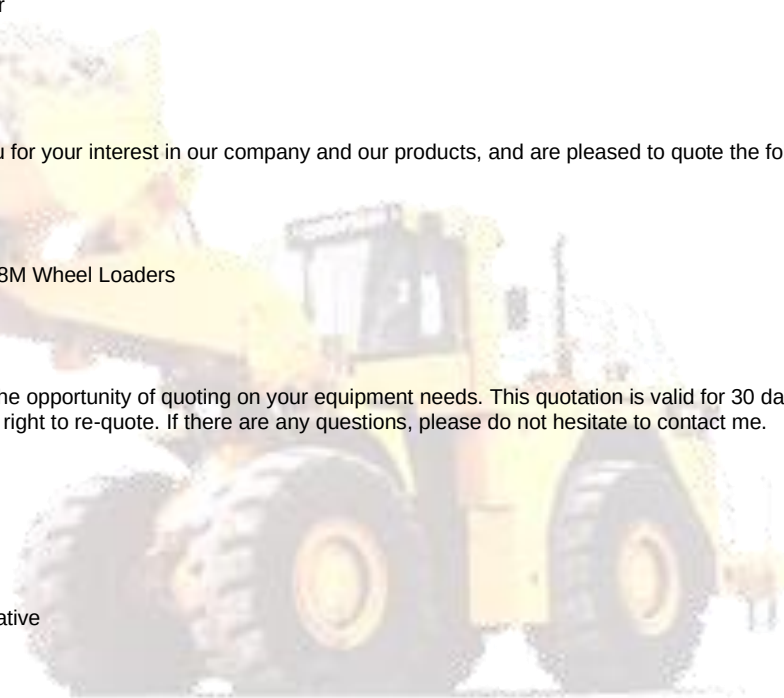
CATERPILLAR Model: 938M Wheel Loaders

STOCK NUMBER: TBD

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jerad Childers
Machine Sales Representative





**WESTERN
STATES**



5412673	938M WHEEL LOADER	243,230.00
3452428	BUCKET-GP, 3.8 YD3, FUS	10,456.00
3336858	STEERING, STANDARD	0.00
3498013	DIFFERENTIAL,LIMITED SLIP REAR	3,160.00
3666882	TIRES,20.5R25 MX XHA2 * L3	15,680.00
3666882	TIRES,20.5R25 MX XHA2 * L3	-15,680.00
3668150	FENDERS, STANDARD	0.00
3721868	RADIO, BLUETOOTH, AUX, MIC	765.00
4251425	GUARD, POWERTRAIN, SIDE	565.00
4302860	RIDE CONTROL	4,185.00
4302943	PREP PACK, UNITED STATES	0.00
4454725	JUMPER LINES, AUX 3RD, FUSION	605.00
4677991	COUNTERWEIGHT, AGGREGATE	6,410.00
5198081	TOOLBOX AUX, NONE	0.00
5201721	PRODUCT LINK, SATELLITE PLE631	824.00
5255974	WEATHER, COLD START 120V	2,190.00
5270422	ENGINE	0.00
5301628	LINES, AUX 3RD, STD LIFT	316.00
5365284	HYDRAULICS, STANDARD	0.00
5365314	QUICK COUPLER, FUSION	4,350.00
5365343	HYDRAULICS, 3V, CPLR READY, SL	2,455.00
5365350	ENVIRONMENT, HIGH DEBRIS	4,020.00
5413066	LIGHTS, ROADING, HALOGEN, RH	0.00
5490451	CAB, DELUXE	4,235.00
5590841	LIGHTS, AUX, HALOGEN	438.00
5635967	SEAT, DELUXE	1,105.00
3452758	CUTTING EDGE, BOLT ON, 4 PIECE	917.00
0P2491	KIT,SERIALIZED TECHNICAL MEDIA	0.00
0P0210	PACK, DOMESTIC TRUCK	0.00
0P2266	SHIPPING/STORAGE PROTECTION	213.00

Total	290,439.00
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Government Failsafe Warranty \$11,453.28	
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N/C

Total Discount 26.5	76,966.34
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Total Price	213,472.67
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Snow Tires Maxum	14,800.00
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Autolube	11,906.85
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23.5R 25 Rim Kit	5,354.18
------------------	----------

Trade 938G	-30,000.00
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Total Purchase	215,533.70
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WARRANTY

Standard Warranty: 12 months Unlimited hours full machine

GOV Failsafe Warranty: 60 Months 3000 Hours (\$11453.28
Included at no charge to customer)

F.O.B/TERMS

Pocatello

ADDITIONAL CONSIDERATIONS

- Delivery is 6-8 weeks

Accepted by _____
on _____

Signature



STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	First Amendment to the Gondola and Cougar Lease Agreement to Provide for the Snowmaking Pumphouse	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a *First Amendment to the Gondola and Cougar Lease Agreement* to provide for the construction and long-term location of a snowmaking pumphouse, partially, on Town of Jackson property.

Requested Action.

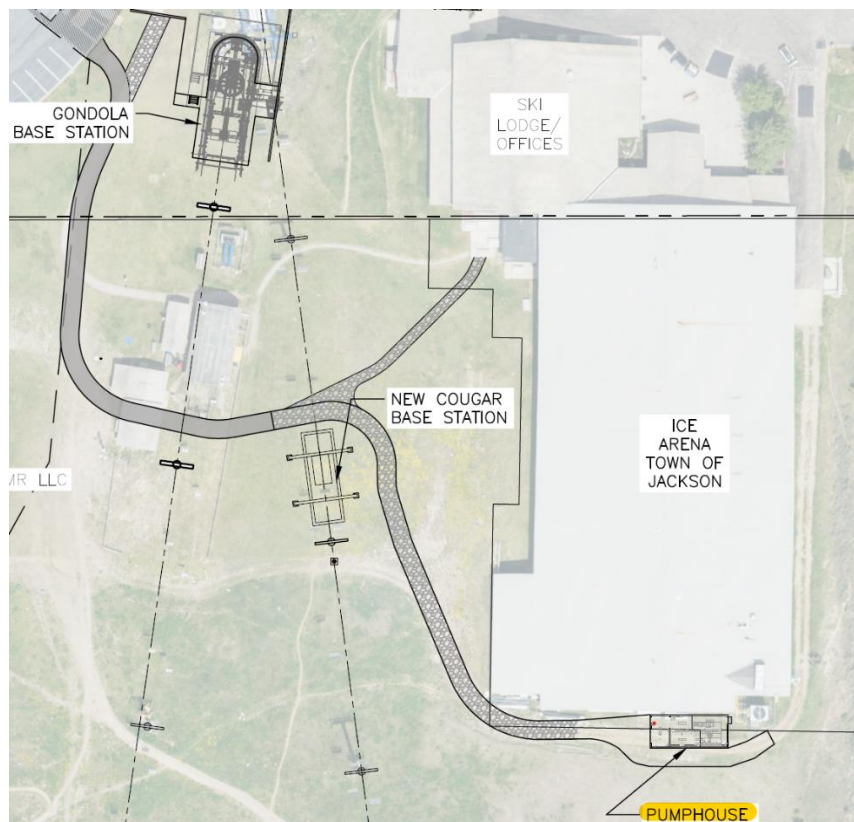
Staff requests Council approve the *First Amendment to the Gondola and Cougar Lease Agreement* as presented in the draft attached to this staff report.

Recommendations.

Staff recommends approval of the *First Amendment to the Gondola and Cougar Lease Agreement* as presented in the draft attached to this staff report.

Background.

Over several years, culminating in final approval in December 2020, the Town and Snow King negotiated an amended master plan for the Snow King Resort. This included, among many elements, permission to construct a snowmaking pumphouse on the south side of the Snow King Ice Arena – a building owned by the Town.



This lease is needed to memorialize the terms and conditions of Snow King constructing and maintaining the snowmaking pumphouse partially located on Town of Jackson property.

Analysis.

The provision for the construction and long-term location of the snowmaking pumphouse in the above-described location is contemplated in Section 3.5 of the *Gondola and Cougar Lease Agreement*, which states:

[Snow King] will apply to install a snowmaking pump house pursuant to the Amended Snow King Resort District Master Plan and gravel drive to the south of the existing building at 90 E. Snow King Avenue, PIDN 22-41-16-34-2-47-002, as preliminarily shown on Exhibit C and subject to the replacement exhibit(s) showing the final construction plans that must be approved by the Town prior to permit approval. This snowmaking pump house and gravel drive are related to the Ski Infrastructure described herein, and will be permitted either through this Lease or through a separate lease to be negotiated between the [Town] and [Snow King]. Because the pump house and gravel drive are related to the Ski Infrastructure described herein, if a separate lease is negotiated, the term of that lease will be the same as the term of this Lease and the rental fee of that lease will be nominal.

Staff recommend the agreement for the snowmaking pumphouse be an amendment to the *Gondola and Cougar Lease Agreement*, not a separate lease agreement unconnected to that existing lease which governs the relationship between the Town and Snow King for land use permission at the base of Snow King Mountain.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Nominal (pursuant to Section 3.5 of the *Gondola and Cougar Lease Agreement*).

Staff Impact.

Staff impact of this *First Amendment to the Gondola and Cougar Lease Agreement* has been in the Legal Department and consists of the Town Attorney spending 10 hours on the item. Overall, notably, this item is one element of staff work on Snow King, which has required, at minimum, a thousand hours of staff time and includes master planning, contracts, construction projects, and easements.

Attachments or Links.

- *First Amendment to the Gondola and Cougar Lease Agreement*

Suggested Motion.

I move to approve the *First Amendment to the Gondola and Cougar Lease Agreement* as presented in the attachment to this staff report and authorize the Mayor to execute it, subject to minor changes by the Town Attorney.

FIRST AMENDMENT TO GONDOLA AND COUGAR LEASE AGREEMENT-PUMPHOUSE

THIS FIRST AMENDMENT TO GONDOLA AND COUGAR LEASE AGREEMENT ("**First Amendment**") is by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 East Pearl Street/P.O. Box 1687, Jackson, Wyoming 83001 ("**Landlord**") and Snow King Mountain Resort, LLC, a Wyoming limited liability company, 575 S. Willow Street, P.O. Box 1846, Jackson, WY 83001 ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant executed a GONDOLA AND COUGAR LEASE AGREEMENT on December 31, 2020 ("**Lease**"). Section 3.5 of the Lease anticipated that Landlord and Tenant would finalize the location of a snowmaking pumphouse to serve Tenant's Ski Infrastructure and ski operations on Snow King Mountain.

WHEREAS, a portion of the snowmaking pumphouse, utilities and appurtenances thereto are located on property owned by the Town of Jackson located at 90 E Snow King Avenue; PIDN 22-41-16-34-2-47-002, more particularly described as Tract A on the Map to Accompany Lot Division Application showing the Snow King Ice Rink Tract in the Town of Jackson, recorded in the Office of the Teton County, Wyoming Clerk on September 25, 1992 as Map T-71B ("**TOJ Property**").

WHEREAS, this First Amendment is being executed by the parties in order to finalize the location of the snowmaking pumphouse and appurtenances thereto on the TOJ Property on the terms and conditions contained herein.

Now therefore, in consideration of the foregoing recitals, which incorporated herein by reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Amendment to Section 3.5 of the Lease.** Section 3.5 of the Lease shall be rewritten as follows:

3.5 Snowmaking Premises; Pumphouse.

- (a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord certain ground space within the TOJ Property for a snowmaking pump house, pathway, utilities and access areas as shown in the attached **Exhibit F** (collectively, "**Snowmaking Premises**"). Landlord grants Tenant non-exclusive ingress, egress and regress rights to and from the Snowmaking Premises over the TOJ Property for the purpose of constructing, installing, accessing, maintaining, inspecting, replacing, repairing, and using the snowmaking infrastructure and utilities shown in **Exhibit F**.
- (b) **Term; Rent.** The term of Tenant's lease of the Snowmaking Premises shall be identical to the term of the Lease, which includes a Primary Term and an option for an Extended Term. Tenant's lease of the Snowmaking Premises is included in the rental payments required under the Lease and no separate or additional rental payment for Tenant's use of the Snowmaking Premises is required.
- (c) **Construction; Permits; Maintenance and Storage.** Tenant shall apply for and acquire, at its expense, all permits necessary to construct and operate its infrastructure and improvements within the Snowmaking Premises. All work related to the Snowmaking Premises, including without limitation the use, operation, and repair of infrastructure and improvements within the

Snowmaking Premises, shall be performed in compliance with (1) all applicable governmental laws, rules, regulations and conditions, (2) the Snow King Master Plan, (3) the Lease, and any amendments thereto, and (4) all permits issued for the Snowmaking Premises and infrastructure and improvements therein. Tenant shall maintain the Snowmaking Premises in a neat and orderly condition to the extent practicable, and shall not store any materials on the TOJ Property in such a manner that Landlord is unable to access its improvements on the TOJ Property. Tenant shall be solely responsible for all costs, fees and expenses associated with constructing, repairing, restoring or replacing its infrastructure and improvements within the Snowmaking Premises. Tenant shall not utilize or store Hazardous Materials (as such term is defined in the Lease) on the TOJ Property.

- (d) **Material Alterations to Snowmaking Premises.** Any material upgrade, modification or other alteration to the Snowmaking Premises by Tenant that materially increases its size or massing from what is shown on **Exhibit F** or in approved permits must be approved in writing by the Landlord.
- (e) **Utilities Associated with Snowmaking Premises.** At all times during the Lease Tenant shall be solely responsible for and promptly pay all utilities used or consumed by Tenant in connection with the Snowmaking Premises. Tenant shall have any necessary meters installed to track Tenant's utility usage and the cost of such meter installation shall be paid for by Tenant.
- (f) **Title to Snowmaking Premises.** Landlord covenants and agrees that the snowmaking pumphouse shall not be considered affixed to or part of the TOJ Property and Landlord covenants and agrees that all personal property of Tenant placed by Tenant within the Snowmaking Premises shall remain the property of Tenant and may be removed by Tenant anytime in Tenant's discretion.
- (g) **Removal of Infrastructure in Snowmaking Premises.** Within 1 year of the expiration or termination of the Lease, Tenant, at its expense, shall remove its improvements and infrastructure from the Snowmaking Premises and restore the Snowmaking Premises to the condition it was in prior to the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, Tenant may remove its improvements and infrastructure from the Snowmaking Premises at will prior to expiration or termination of the Lease, at which time the restoration requirements stated herein must be fulfilled. The obligations of this section shall survive termination of the Lease and be an obligation owed by Tenant to Landlord.
- (h) **Indemnification.** During the term of the Lease, Tenant shall indemnify and hold Landlord and the Indemnified Parties (as such term is defined in the Lease) harmless from any claims, actions, liabilities, damage, injury, death costs or expenses (including without limitation reasonable attorneys fees) arising out of Tenant's use of the Snowmaking Premises, unless such actions, liabilities, damage, injury, death costs or expenses (including without limitation reasonable attorneys fees) are caused by the willful misconduct or negligence of Landlord or the Indemnified Parties. This section shall survive termination of the Lease.
- (i) **Landlord Access.** Landlord shall continue to have access over the Snowmaking Premises for the purpose of maintaining its improvements and infrastructure on the TOJ Property. Landlord shall indemnify and hold harmless Tenant and Tenant's members, managers, officers, employees and agents from any claims, actions, liabilities, damage, injury, death, costs or expenses (including

without limitation reasonable attorneys' fees) caused by Landlord or Landlord's agents, officials or employees accessing the Snowmaking Premises to maintain its improvements and infrastructure on the TOJ Property, unless such claims, actions, liabilities, damage, injury, death costs or expenses (including without limitation reasonable attorneys' fees) are caused by the willful misconduct or negligence of Tenant. This section shall survive termination of the Lease.

2. **Terms of the Lease.** Any terms of the Lease not otherwise modified herein shall remain as is and unaffected by this First Amendment.

In witness whereof, the Parties have executed this First Amendment as of the last date written below.

Tenant

Snow King Mountain Resort, LLC, a Wyoming limited liability company

By: Ryan Stanley
Its: President

Date: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Ryan Stanley for Snow King Mountain Resort, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

Notary Public

Landlord

Town of Jackson, a municipal corporation of the State of Wyoming

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Lynsey Lenamond
Its: Town Clerk

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Lynsey Lenamond, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

NOTARY PUBLIC

STAFF REPORT



Meeting Date:	16 August 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Grant application approvals for stormwater projects	Public Comment:	

Purpose & Policy Considerations.

Approve staff submittal of two grant applications:

- A. WY DEQ 205j grant funding of Stormwater Management Program development.
- B. WY DEQ 319 grant funding of Cache Creek Tube phase 2A stormwater treatment unit design and construction.

Requested Action.

Approve both grant applications. (No resolution is required for these applications.)

Recommendations.

Approve both grant applications.

Background.

The Town's 205j and 319 grant application forms are attached, with most of the required information included as of the date this Council meeting agenda packet was due. Items not completed are in progress and will be included in the submittal. Final proposals for this year's 205j and 319 funds are due September 10, 2021.

- A. An overview of the status of the Town's efforts on various existing stormwater-related plans was provided at the February 19, 2019 Town Council Workshop. At that Workshop, Council directed staff to work toward developing a Town of Jackson Stormwater Management Plan. The Town Public Works Department hired a consultant to assist in drafting a Work Plan for developing a Stormwater Management Program. An update regarding this Work Plan was presented at the September 16, 2019 Town Council Workshop. Council also approved a grant application at the September 16, 2019 Regular Meeting. This grant was subsequently awarded.

The project was cut from the Town's FY20 and FY21 budgets due to COVID. The Work Plan (Phase 1) was completed in spring 2021 using partner funds from Teton Conservation District. Public Works issued the resulting RFP in June 2021 to hire a consultant to help develop the Stormwater Management Program (Phase 2). The approved FY22 budget includes funds for this effort, and staff has received additional partner funding and is actively pursuing this additional grant funding.

The WY Department of Environmental Quality (DEQ) administers grants from Clean Water Act Section 205j to help fund water quality management planning efforts. These grants are available to cities, towns, counties, and conservation districts on a competitive basis.

- B. The Town's ongoing, multi-phase Cache Creek Tube project aims to relocate infrastructure to land owned by the town, improve drainage, and provide stormwater treatment prior to discharge to Flat Creek. Phase 2A of this project is the segment of the system located on the Town's property that houses the Recreation Center. The Town seeks grant funding to design and construct the stormwater treatment unit that is planned to be installed with this section of the Tube.

The WY Department of Environmental Quality (DEQ) administers grants from Clean Water Act Section 319 to help fund implementation projects to reduce nonpoint source pollution. From DEQ's Water Quality Division website: "Nonpoint source pollution is pollution which results from runoff of contaminants into surface waters or infiltration of contaminants into groundwater. It is generally associated with human land use activities such as agriculture, construction, mineral exploration, recreation, timber harvesting, and urban development. Section

319 grant funds are primarily directed towards “on-the-ground” watershed restoration or protection projects.” These grants are available to public and private entities.

Analysis.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Water quality is a Town Council and County Commission priority topic. Stormwater management is important for the Town to lead because the State lists Flat Creek as impaired due to sediment from urban stormwater runoff.

This project supports the Town Comprehensive Plan under **Common Value #1- Ecosystem Stewardship.**

- Principle 1.1: Maintain healthy populations of all native species
 - o Policy 1.1.a: Protect focal species habitat based on relative critical value
 - o Policy 1.1.e: Understand the impacts of development on wildlife and natural resources
 - o Policy 1.1.f: Require mitigation of unavoidable impacts to habitat:
 - o Policy 1.1.g: Encourage restoration of degraded areas
- Principle 1.2: Preserve and Enhance Water and Air Quality
 - o Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
 - o Policy 1.2.b: Require filtration of runoff
 - o Policy 1.2.c: Monitor and maintain water quality
- Principle 1.4: Protect and steward open space
 - o Policy 1.4.a: Encourage non-development conservation of wildlife habitat
 - o Policy 1.4.d: Establish a funding source for open space
 - o Policy 1.4.e: Conserve open space to promote responsible use of public lands
- Strategy 1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under **Common Value #2- Growth Management.**

- Principle 3.1: Direct growth out of habitat, scenery and open space
- Principle 3.4: Limit development in naturally hazardous areas
 - o Policy 3.4.a: Protect development against flooding
- Principle 3.5: Manage local growth with a regional perspective
 - o Policy 3.5.b: Strive not to export impacts to other jurisdictions in the region
 - o Policy 3.5.c: Maintain control over our own community vision
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood
 - o Policy 4.4.d: Enhance natural features in the built environment

This project supports the Town Comprehensive Plan under **Common Value #3- Quality of Life.**

- Principle 6.1: Measure prosperity in natural and economic capital
 - o Policy 6.1.b: Promote eco-tourism
- Principle 8.1: Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery
 - o Policy 8.2.c: Require mitigation of the impacts of growth on service levels

Fiscal Impact.

There is no cost to apply for these grants, other than the required staff time to coordinate and submit the applications and (if awarded) administering use of funds and compliance with the terms of the grants.

- A. The Town's the adopted FY22 budget includes \$225,000 for the Stormwater Management Program development effort. Staff is requesting additional DEQ funding through this grant to complement the Town's budgeted funds, the prior \$40,000 DEQ grant award, and a TCD partner funds award of \$115,000 to collectively cover the full cost of the project. The State may award in full, in part, or not at all.
- B. The Recreation Center expansion, including the section of Cache Creek Tube and the stormwater treatment unit on the same property, are included in the 2019 SPET project funding. Current market costs for materials and construction are significantly higher than those estimated when the project was sponsored for SPET balloting. Any DEQ award for this piece of the project will leave an equivalent amount of project SPET dollars in that project to help offset the increased costs.

Staff Impact.

Each grant application, presentation to DEQ, and (if awarded) administration, tracking, and reporting will require approximately 15-20 hours from the Public Works Director and 3 hours from the Finance Department. (Total approximately 40 hours of Town staff time if both grants are awarded.)

Attachments or Links.

FY22 Section 205j Grant Application

FY22 Section 319 Grant Application

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

I move to approve staff completion and submittal of:

- A. the 205j grant application to help fund creation of the Town's Stormwater Management Program, and
- B. the 319 grant application to help fund the stormwater treatment unit in the Cache Creek Tube Phase 2A capital project.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

Water Quality Division

Nonpoint Source Program

FY2022 Section 205(J) Grant Application



*This form should be completed for projects applying for FY2022 **Section 205(J)** grant funding (Request for Proposals issued in July 2021 for funding that will be available in the spring/summer of 2022). Please review application guidance material (**Section 205(J) RFP Memorandum**) posted at <http://deq.wyoming.gov/wqd/non-point-source/resources/grant-resources/> to make sure you understand eligibility requirements, program priorities, and other requirements for submitting an application. Please complete all fields in the form below.*

PROJECT TITLE: *Please enter a BRIEF title for your project.*

Town of Jackson Stormwater Management Program Development

PROJECT SYNOPSIS: *Please briefly describe your project and what you hope to accomplish in 1-5 sentences, using popular (non-technical) writing style; this synopsis will be used in program reports and outreach material.*

The Town of Jackson was awarded an FY20 DEQ grant to plan and identify funding sources for a comprehensive Stormwater Management Program. Those funds were used to complete Phase 1 of this project: developing a Work Plan to create the Program and issuing a detailed RFP to hire a consultant for Program development. Remaining funds from that award will be applied to Phase 2 of this project: developing the full Program and associated document(s) that will guide future implementation. Additional partner funding sources have been obtained for these efforts, and the Town continues to include this project in its annual capital budgets to ensure successful completion.

APPLICANT INFORMATION: *Please provide contact information for the entity that will sponsor the project. This entity will be responsible for project management and grant administration activities.*

Organization Name Town of Jackson

Primary Contact Name Floren Poliseo **Title** Public Works Director

Street Address PO Box 1687

City Jackson **State** WY **ZIP** 83001

Phone 307-733-3079 **E-mail Address** fpoliseo@jacksonwy.gov

PROJECT LOCATION: *Please provide information about the project location and waterbodies impacted. For latitude and longitude, pick a representative location for your project and enter in decimal degrees.*

Latitude N 43.47825 **Longitude** W 110.75974 **County(ies)** Teton

Watershed Name(s) Flat Creek, Cache Creek, and Spring Creek Watershed **HUC 8(s)** 17040103 (Greys-Hoback)

List names of the waterbodies associated by this project. If this is a ground water project, list the aquifer(s) associated with the project. Flat Creek, Cache Creek, and Spring Creek, which flow to Snake River

Are any of the above waterbodies impaired? If yes, please describe the impairments (pollutants and extent). See Section 205(J) RFP Memorandum for more information about impaired waterbodies. Flat Creek is impaired due to habitat alteration and turbidity from the upstream extent of ToJ to Snake River confluence. Urban stormwater is listed as pollution source.

☒ A project map(s) showing sufficient detail to understand where the project is located in the state, where the project is located in relation to associated waterbodies, and other factors relevant to the project (e.g., watershed boundary, land use, land ownership, major landmarks, etc.) is attached to this application in PDF format. Please limit map attachment page sizes to 8.5 x 11" (standard letter).

POLLUTANT SOURCES ADDRESSED: *Please check all that apply.*

☐ Agricultural-Cropland	☐ Agricultural-Livestock	☒ Urban Runoff	☒ Stream Channel Instability
☐ Septic Systems	☐ Timber Harvesting/Forestry	☐ Wildlife Management	☐ Resource Extraction
☒ Recreation	☒ Roads	☒ Other	If Other, specify: lawns, pets, constructi

POLLUTANTS ADDRESSED: *Please check all that apply.*

☒ Bacteria/Pathogens	☒ Nutrients	☐ Temperature	☒ Sediment
☒ Oil and Grease	☒ Pesticides	☐ Selenium	☒ Metals
☐ Low Dissolved Oxygen	☒ Hydrocarbons	☐ Other	If Other, specify:

PROJECT TIMEFRAME: *Please indicate a desired start and end date for the project. Note that FY2022 funds will not be available until the spring/summer of 2022, with timelines ultimately dependent on approval of federal budgets. All projects must be completed no later than April 1, 2024.*

Start Date	October 2021	End Date	June 2023
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PROJECT PURPOSE: *Please describe the purpose of and need for this project. What is the water quality problem and why is planning/assessment work needed? Why is this project important for water quality and Wyoming? What are the project's goals?*

-Water quality problem: Flat Creek has remained 'threatened' on the 303(d) list since 1996. Urban stormwater runoff is the identified source. While the Conservation district wrote and updated a Watershed Management Plan, ToJ needs a comprehensive plan that addresses its stormwater contributions.

-Need for planning: ToJ needs to create a fresh, comprehensive strategy that encompasses an updated approach to the common goals and ideals of prior plans. The strategy for success is modeling our Program after the EPA Clean Water Act Minimum Control Measures applicable to MS4 communities.

-Project importance: Producing a comprehensive program for the Town: reduces pollution contributions, increases success of community partners, protects natural assets and the ecosystems they support, benefits downstream communities and the region at large, aligns stormwater initiatives with other capital needs, and proactively and voluntarily implements Clean Water Act Minimum Control Measures.

-Project goals: 1) Improve/protect the health of creeks and wildlife habitat. 2) Reduce capital costs while providing increased pollution control. 3) Achieve the established criteria for the creeks' designated uses to avoid more stringent future regulation.

PROJECT SCOPE: *What will this project DO to address the problem(s) identified above and achieve the project goals?*

The result of this planning project will be a comprehensive stormwater management program for the Town of Jackson. The new program will include the following elements which prioritize controlling pollutants at their source, identify the necessary resources for each, and propose an implementation timeline/phasing.

-Public education/outreach and involvement/participation: identify pollutants of concern and likely sources, and develop a strategy for educating residents, businesses, and visitors on the concerns and what they can do to help reduce pollution entering the Town's stormwater system.

-Mapping: inventory and complete a geodatabase (GIS) of outfalls to creeks in town, the storm drainage system, and drainage areas to each outfall.

-IDDE: evaluate effort and cost involved in establishing an illicit discharge detection and elimination program, and determine feasibility, and if feasible an appropriate timeline to implement.

-Construction/post-construction: review and update land development regulations, erosion and sediment control requirements and/or enforcement, and capital project design and construction standard practices; and evaluate green infrastructure program options.

-PP/GH: develop a pollution prevention/good housekeeping strategy and identify ways the Town can improve its municipal operations and housekeeping practices to prevent pollution. (continued in PROJECT OUCOMES, next page...)

PROJECT OUTCOMES: *Please describe the outcomes of the project. Be specific rather than general and as quantitative as possible. What are the specific project deliverables? How will the outcomes of this project be used in the future to improve water quality?*

(...continued from PROJECT SCOPE)

- Industrial/commercial: develop a strategy to improve PP/GH practices of industrial/commercial properties that discharge pollutants to the stormwater system or creeks. Evaluate effectiveness and feasibility of voluntary, incentive, and regulatory program options. Review land development regulations for possible updates.
- Floatables: determine feasibility and effectiveness of options to capture trash in system or end-of-pipe, and develop policies and educational efforts to reduce floatables sources.
- Monitoring: Review existing monitoring programs and data collected to identify beneficial program enhancements or modifications.
- Metrics: Determine appropriate metrics to track that will effectively assess program progress/success over time.

OUTCOMES - Final result of this project will be a published ToJ Stormwater Management Program that will be used to subsequently implement programs and projects to meet the goals and initiatives set forth in the plan.

PROJECT EVALUATION: *Please describe how you will evaluate whether this project successfully met its outcomes and provided the intended deliverables.*

Obtaining Council approval of and publishing a completed Stormwater Management Program would indicate successful project completion for this step in the process. The metrics established in this new program will provide ongoing indicators of the program's success or need for modification over time. The program also will provide a framework or goals that foster identification of additional implementation projects (capital, operational, programmatic, and educational), which can be accounted for in periodic program status reports or future updates.

PARTNERSHIPS: *Please list project partners and describe what their contributions will be. Contributions include financial support, technical assistance, volunteer service, supplies/equipment, and any other activities that will contribute to the success of the project.*

PARTNER	CONTRIBUTIONS
Teton Conservation District	assistance: technical, staff/in-kind (implementation: public education/involvement and monitoring), financial (program development, potentially implementation)
Snake River Fund	assistance: technical, staff/in-kind (implementation, particularly public education/involvement), potentially financial (implementation)
County and Joint (Town/County) Depts	assistance: technical, staff/in-kind (planning and implementation), financial (budgeting for implementation programs/projects)

WATER QUALITY MONITORING: *If water quality monitoring will be conducted, provide a brief summary of the monitoring study objectives and design. Provide a description of the qualifications of the samplers who will be conducting the monitoring. Indicate the status of a Sampling and Analysis Plan and a Quality Assurance Project Plan for the project.*

Teton Conservation District currently conducts monitoring related to the creeks that the ToJ Stormwater Management Program supports. As mentioned in the project scope herein, this comprehensive program planning and development effort will review the current monitoring program and determine if adjustments should be made to meet our project objectives.

PAST PROJECT HISTORY: *If you have sponsored Section 205(J) or 319 grant projects in the past, please identify those projects and provide a brief description along with the date started and date completed. If you are currently sponsoring other Section 205(J) or 319 projects, please identify those projects and indicate a timeline for completion of those projects. If you have not sponsored a past Section 205(J) or 319 grant project, please describe your entity's general experience with grants management.*

Past projects:

Flat Creek Watershed Management Plan (319)

Karns Stormwater Treatment Wetland (319)

Other currently sponsored projects:

Town of Jackson Stormwater Management Program Plan (205j, will be complete this year)

Willow Street Branch Stormwater Treatment Unit (319, will be complete this year)

Recreation Center Stormwater Treatment Unit (319, applying this year)

OTHER INFORMATION: *Please provide any other information not captured in rest of this application that you think is important to know about your project.*

Several local newspaper articles, including opinion pieces, have been published related to the Town's responsibility for stormwater runoff and contributions to the local creeks. Some call for more comprehensive planning. The Town has also fielded comments on this subject. Our Town Council included Flat Creek water quality as a priority at its 2019 retreat, and the Town Council and County Commission included water quality as a priority at their joint 2021 retreat. This effort to create an updated Town of Jackson Stormwater Management Program will address many of these public concerns in addition to the stated goals of the Town and County and their elected officials.

PROJECT FUNDING: Please complete the fields below to help us understand project costs. Round values to the nearest dollar amount.

A. Amount of funding requested from DEQ	\$ 225000	Enter the amount of federal Section 205(J) grant funding requested from DEQ.
B. Private, Local, or State Funding Contribution (Non-Federal Match)	\$ 225000	Enter the value of non-federal match contributions to the project from private, volunteer, local, or state sources. Non-federal match can include cash match or in-kind contributions. <u>At least 25% of the NPS Project Cost (Item C) must be non-federal match.</u> Match contributions should include only those expenses that will be incurred during the same time period as the 205(j) project. Please see the guidance material for more information about match requirements and tips on quantifying and calculating match.
C. NPS Project Cost	\$ 450000	This is the sum of A and B above.
D. Other Federal Funds Contribution	\$ 40000	Enter the value of any other federal contributions to the project. This could be other federal funding sources (e.g., NRCS-EQIP, BLM, USFS) and/or contributions of federal employee staff time. You are not required to have an "other federal funds" contribution to the project but it should be noted if applicable.
E. Total Project Cost	\$ 490000	This is the sum of C and D above.

BUDGET JUSTIFICATION: Round values to the nearest dollar amount.

COST CATEGORY	205(J) Funds <i>In this column, enter the amount of 205(J) funds to be used for each of the following four categories.</i>	Non-Federal Match Funds <i>In this column, enter the amount of non-federal match funds to be used for each of the following four categories.</i>	Other Federal Funds <i>In this column, enter the amount of other federal funds to be used for each of the following four categories.</i>	Description/Explanation <i>In this column, provide a brief description of major expenses for each category. If non-federal match funds will be used, identify the source of the match (e.g., WDA funds, landowner in-kind match, etc.)</i>
Personnel/Labor	\$	\$	\$	While multiple Town and County Departments and partners will contribute significantly in-kind (staff time and resources) to the planning process, I have not accounted for that here.
Supplies/Equipment	\$	\$	\$	
Contractual	\$ 225000	\$ 225000	\$ 40000	Consultant services to conduct a significant portion of research & analysis, and provide options & recommendations for items the Town and its partners do not have adequate expertise or resources to complete.
Other	\$	\$	\$	
Totals	\$ 225000 (this value should equal Item A above)	\$ 225000 (this value should equal Item B above)	\$ 40000 (this value should equal Item D above)	PLEASE NOTE! Costs for project administration activities (grants management, reporting, budget tracking, indirect costs, etc.) will be limited as follows: 1) 205(J) funds used for administration activities must not exceed 10% of the total 205(J) funding award and 2) total funds used for administrative activities must not exceed 10% of the NPS Project Cost. If your project is recommended for funding, DEQ will work with you to ensure this requirement is met.

CERTIFICATION AND SIGNATURE: Please contact Alex Jeffers, DEQ NPS Program Coordinator, with any questions regarding the statements below; 307-777-6733 or alexandria.jeffers@wyo.gov.

By checking the boxes and signing below, I certify the following:

- ☐ I have reviewed grant application guidance material (Section 205(J) RFP Memorandum) posted on the NPS Grants Resources website: <http://deq.wyoming.gov/wqd/non-point-source/resources/grant-resources/>.
- ☐ I understand that, if recommended for funding, I will be required (with assistance from DEQ) to prepare a more detailed Project Implementation Plan and budget justification before funding will be awarded.
- ☐ I understand that Section 205(J) grants are reimbursement grants only; funding will only be provided as reimbursement for completed eligible activities. Funding cannot be provided in advance of work being completed.
- ☐ I understand that, if recommended for funding, project activities are not reimbursable until a cooperative agreement or memorandum of agreement between DEQ and the sponsoring entity has been signed by all required parties. I understand that non-federal match can only be accrued during the time this agreement is active plus up to 60 days prior to its effective date (date the agreement is signed by all parties).
- ☐ I understand that, if recommended for funding, final funding award amounts and the timing of release of those funds will be dependent on approval of the final federal 205(J) budget for FY2022.
- ☐ I understand that, if awarded funding, I will be required to submit quarterly reimbursement requests/progress reports, annual progress reports, and a final project report.
- ☐ I understand that information submitted as part of a Section 205(J) project is public information subject to public requests for information; it is my responsibility to ensure compliance with the Wyoming Public Records Act.
- ☐ I understand that it is my responsibility to identify any environmental permits that are needed to complete this project and my agency or organization commits to obtaining all necessary permits prior to implementation.
- ☐ I will mail (postmark) or hand-deliver 14 stapled hard copies of this signed application form and project map(s) to Alex Jeffers, DEQ/Water Quality Division, 200 W. 17th St., Cheyenne, WY 82002 no later than 5:00 pm MST on Friday, September 10, 2021.
- ☐ I will also submit an electronic copy of this application form and project map(s) in PDF format to Alex Jeffers, DEQ NPS Program Coordinator, at alexandria.jeffers@wyo.gov by 5:00 pm MST on Friday, September 10, 2021. A signature is not required on the electronic copy of the Application Form.

Signature

Date

Printed Name

Title

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

Water Quality Division
Nonpoint Source Program
FY2022 Section 319 Grant Application



*This form should be completed for projects applying for FY2022 **Section 319** grant funding (Request for Proposals issued in July 2021 for funding that will be available in the spring/summer of 2022). Please review application guidance material (**Section 319 RFP Memorandum**) posted at <http://deq.wyoming.gov/wqd/non-point-source/resources/grant-resources/> to make sure you understand eligibility requirements, program priorities, and other requirements for submitting an application. Please complete all fields in the form below.*

PROJECT TITLE: Please enter a BRIEF title for your project.

Recreation Center Stormwater Treatment Unit

PROJECT SYNOPSIS: Please briefly describe your project and what you hope to accomplish in 1-5 sentences, using popular (non-technical) writing style; this synopsis will be used in program reports and outreach material.

The Town of Jackson (ToJ) is conducting a multi-million dollar stormwater system realignment and upgrade for the Cache Creek Tube, capturing 288 acres of stormwater runoff in the northern portion of Jackson. This grant application seeks funding for a stormwater treatment unit for the Cache Creek Tube system, located at the Recreation Center. This treatment unit will improve the water quality from ?? acres of that area of town, prior to its discharge to a section of Flat Creek which is impaired, in part, due to urban stormwater runoff.

APPLICANT INFORMATION: Please provide contact information for the entity that will sponsor the project and be responsible for project management and grant administration activities.

Organization Name	Town of Jackson				
Primary Contact Name	Floren Poliseo		Title	Public Works Director	
Street Address	PO Box 1687, 450 W Snow King Ave				
City	Jackson	State	WY	ZIP	83001
Phone	307-733-3079	E-mail	fpoliseo@jacksonwy.gov		

PROJECT LOCATION: Please provide information about the project location and waterbodies impacted. For latitude and longitude, pick a representative location for your project and enter in decimal degrees.

Latitude	43.482	Longitude	-110.760	County(ies)	Teton
Watershed Name(s)	Flat Creek and Cache Creek Watershed, within the Greys-Hoback Watershed (HUC 8)			HUC 8(s)	17040103

List names of the waterbodies impacted by this project. If this is a ground water project, list the aquifer(s) impacted.

Cache Creek and Flat Creek, which flow to Snake River

Are any of the above waterbodies impaired? If yes, please describe the impairments (pollutants and extent). See Section 319 RFP Memorandum for more information about impaired waterbodies.

Flat Creek is impaired due to habitat alteration and turbidity from the upstream extent of ToJ to the Snake River confluence. Stormwater is a primary concern.

☒ A project map(s) showing sufficient detail to understand where the project is located in the state, where the project is located in relation to impacted waterbodies, and other factors relevant to the project (e.g., watershed boundary, land use, land ownership, major landmarks, proposed BMPs, etc.) is attached to this application in PDF format. Please limit map attachment page sizes to 8.5 x 11" (standard letter).

PROJECT TYPE: <i>Please check all that apply.</i>			
☒ BMP Implementation	☐ Groundwater	☐ Outreach/Education	☐ Watershed Planning
☐ Technical Assistance	☐ Water Quality Monitoring	☐ Other	
POLLUTANT SOURCES ADDRESSED: <i>Please check all that apply.</i>			
☐ Agricultural-Cropland	☐ Agricultural-Livestock	☒ Urban Runoff	☐ Stream Channel Instability
☐ Septic Systems	☐ Timber Harvesting/Forestry	☐ Wildlife Management	☐ Resource Extraction
☐ Recreation	☒ Roads	☐ Other	
POLLUTANTS ADDRESSED: <i>Please check all that apply.</i>			
☐ Bacteria/Pathogens	☐ Nutrients	☐ Temperature	☒ Sediment
☒ Oil and Grease	☐ Pesticides	☐ Selenium	☐ Metals
☐ Low Dissolved Oxygen	☒ Hydrocarbons	☐ Other	
PROJECT TIMEFRAME: <i>Please indicate a desired start and end date for the project. Note that FY2022 funds will not be available until the spring/summer of 2022 , with timelines ultimately dependent on approval of federal budgets. All projects must be completed no later than November 15, 2026.</i>			
Start Date	April 2022	End Date	July 2022

PROJECT PURPOSE: <i>Please describe the purpose of and need for this project. What is the water quality problem that will be addressed? Why is this project important for water quality and Wyoming? What are the project's goals?</i> What is the water quality problem that will be addressed? According to the Wyoming Department of Environmental Quality (WDEQ), Flat Creek has remained 'threatened' on the state's 303(d) list since 1996. This impairment resulted from monitoring that showed, in part, that stormwater runoff into Flat Creek presented a greater than 10 NTU increase. Since, a Watershed Management Plan has been written, revised, and numerous projects have been undertaken to reduce stormwater loading to Flat Creek. In addition to sediment and turbidity monitoring, biological monitoring has shown that water quality is degraded in Flat Creek. Why is this project important for water quality and Wyoming? To address water quality concerns, ToJ has integrated water quality treatment into stormwater infrastructure projects. This is true for the Cache Creek Tube project, which realigns this major stormwater conveyance within right-of-ways, sizes the system for a 25-yr storm event, and adds treatment units to untreated portions that tie into this main line. By adding treatment prior to branch tie-ins, higher levels of treatment can be attained with less dollars spent. Treatment unit installation is best completed in conjunction with the larger construction project on the Cache Creek Tube for many reasons, and the Recreation Center treatment unit is associated with a larger Rec Center expansion project that has become a priority project for the County and Town. Although there are many routes to reduce stormwater inputs to Flat Creek, this treatment unit is intended to address untreated stormwater that enters Flat Creek very near the upstream extent of the impaired reach. What are the project's goals? The project goal is to add sediment and hydrocarbon treatment to a currently untreated stormwater conveyance that captures urban runoff within ToJ.

PROJECT SCOPE: *What will this project DO to address the water quality problem(s) identified above and achieve the project goals?*

This project will install a combination of storm sewer pipes, structures, and a single stormwater treatment unit that would convey the 25-yr storm and treat up to the 5-yr storm. It will reduce the sediment and hydrocarbon load delivered to Flat Creek via our stormwater conveyance system. This single unit will eliminate 80% of the sediment load (TSS, per State of Washington Department of Ecology TAPE protocol GULD Certification), and 90% of the oil, grease, and hydrocarbon load. This treatment unit will require long-term maintenance with a vacuum truck.

Adding treatment to a stormwater conveyance system, where treatment does not currently exist, presents one of the primary tools that local government has to directly address Flat Creek's impairment.

PROJECT PLANS: *Describe any planning documents that this project will help implement (e.g., watershed-based plans, Total Maximum Daily Loads, etc.). Please make sure you understand watershed-based planning requirements for Section 319 funding; not meeting these requirements may disqualify you for funding (see Section 319 RFP Memorandum, page 4).*

The Revised Flat Creek Watershed Management Plan (2019) identifies proposed stormwater treatment infrastructure projects. Table 7 on page 38 includes the following proposed actions, "Install stormwater infrastructure point source BMPs (drop in storm grate filters, stormceptor vaults)." This language indicates implementation of all opportunities for 'in-line' stormwater treatment unit installation. Within this plan, 319 funds were identified as a funding opportunity.

The Town is still implementing recommendations in the 2001 Town of Jackson Surface Water Drainage Master Plan (Nelson Engineering) to construct numerous treatment units in the Lower Cache Creek drainage basin where this project is located. Newer engineering plans for the Cache Creek Tube Project provide design drawings and specifications for this unit.

PROJECT OUTCOMES: *Please describe the outcomes of the project. Be specific rather than general and as quantitative as possible. What are the specific project deliverables? What is the benefit to water quality in measurable, tangible terms? Describe pollutant load reduction estimates where possible.*

Impervious, urban areas within the ToJ often drain to stormwater conveyance systems, prior to discharge to Flat Creek. The Cache Creek Tube is one of largest conveyance systems in the ToJ, with many of its northern branches being untreated. Refer to the drainage boundary map provided. The proposed infrastructure upgrade sections will convey stormwater runoff from approximately 288 acres within the town boundary. Because this conveyance system also carries a portion of Cache Creek's flow, treatment units along the mainline would need to be sized so large that they become infeasible. The Recreation Center conveyance will capture an urban area of approximately ?? acres (of the aforementioned 288). Treatment of this section will provide an estimated 80% reduction in sediment, and a 90% reduction in hydrocarbons that would otherwise discharge directly to the top of the impaired reach of Flat Creek.

Other tangential outcomes of this project are the realignment of the conveyance system to bring all of it into the right-of-way, and replacement of sections that were pieced together over time using myriad materials/standards with a comprehensive set of criteria. This increases ToJ's ability to effectively access and maintain the system.

PROJECT EVALUATION: *Please describe how you will evaluate whether this project successfully met its outcomes and provided the intended deliverables. In particular, describe how you will evaluate whether water quality has been improved by this project (e.g., monitoring, modeling, photopoints, etc.). Please see the Section 319 RFP Memorandum for more information on monitoring. Describe how pollutant load reduction estimates will be obtained for projects implementing BMPs. Evaluation methods for any information/education activities should also be identified.*

- Final completion of stormwater infrastructure construction would indicate successful completion of this particular project.
- Monitoring (volumetric sediment quantity) per the Flat Creek Sampling and Analysis Plan, USGS sediment, can help demonstrate pollution reductions resulting from these efforts.
- Completing a project that is listed in the Watershed Plan as a proposed activity indicates we are one step closer to success.

PARTNERSHIPS: *Please list project partners and describe what their contributions will be. Contributions include financial support, technical assistance, volunteer service, supplies/equipment, and any other activities that will contribute to the success of the project.*

PARTNER	CONTRIBUTIONS
Teton Conservation District	grant application assistance, technical assistance, ongoing water quality monitoring
Jorgensen Associates, Inc.	technical assistance in the form of paid engineering consultant project design and coordination with the larger development project construction timeline
Teton County/Jackson Parks and Recreation	administering the larger development project design and construction, which includes this segment of the stormwater system and treatment unit
tax-paying citizens	the larger development project is funded by the Special Purpose Excise Tax (SPET), which is a penny sales tax approved by voters for allocation to the project

OUTREACH AND EDUCATION: *Please describe any outreach or education activities associated with your project. How can your project help raise awareness of water quality and reducing nonpoint source pollution?*

- ToJ has a standard catch basin imprinted with a no dumping/flows to creek message and fish image. This will be used anywhere we need to add street catchments throughout the larger Cache Creek Tube project.
- The Town and its partners are engaged in larger efforts to educate the community about Cache Creek.
- ToJ partnered with Teton Conservation District and Jackson Hole Public Art to add signage and street stencils to engage and educate the public about where Cache Creek flows underground through town.
- Another Teton Conservation District partnership project is underway to add informational stormwater signage at Karns Meadow in Jackson, where another portion of ToJ's stormwater system discharges into an engineered wetland for treatment.
- ToJ supports Teton Conservation district and local schools conducting educational, research, and monitoring programs.

PAST PROJECT HISTORY: *If you have sponsored Section 205(J) or 319 grant projects in the past, please identify those projects and provide a brief description along with the date started and date completed. If you are currently sponsoring other Section 205(J) or 319 projects, please identify those projects and indicate a timeline for completion of those projects. If you have not sponsored a past Section 205(J) or 319 grant project, please describe your entity's general experience with grants management.*

past grant projects:

Flat Creek Watershed Management Plan

Karns Stormwater Treatment Wetland

Willow Branch Stormwater Treatment Unit (awarded FY20 and completed)

Other currently sponsored projects:

Town of Jackson Stormwater Management Program Plan (205j, awarded FY20 and will be completed this year)

Town of Jackson Stormwater Management Program Development (205j, applying this year)

GREATER SAGE GROUSE CORE AREA (SGCA) PROTECTION: *Select the option that best describes your project. See Section 319 RFP Memorandum for more information.*

☐ Some part of my project does fall within a SGCA and I have contacted the Wyoming Game and Fish Department (WGFD) for a consultation. **A letter from the WGFD confirming consistency with the Executive Order is attached.**

☒ No part of my project falls within a SGCA. No additional requirements. Complete and submit your proposal.

☐ There will be no land-disturbance associated with this project. No additional requirements. Complete and submit your proposal.

OTHER INFORMATION: *Please provide any other information not captured in rest of this application that you think is important to know about your project.*

Town of Jackson has a larger master plan for the entire Cache Creek Tube project with multiple future phases that include significant expenditures and additional treatment. The stormwater treatment unit this application seeks funding for is the second of three treatment units that were planned.

Design of the Cache Creek Tube conveyance improvements is at 90%. Design of the Stormwater Treatment Unit is at 50% including initial sizing, preliminary layouts, preliminary grading improvements, etc. Final design of the treatment unit may adjust the final unit sizing and placement to better obtain the objective of efficiently treating as much storm water as possible with this unit.

Additionally, ToJ is in the process of an updated and comprehensive stormwater planning effort to bring together the goals and objectives of multiple relevant plans that ToJ and other stakeholders have produced going back to 2001. While this new program is being developed, ToJ will continue to implement some of the effective measures already identified to control and treat stormwater runoff.

PROJECT FUNDING: *Please complete the fields below to help us understand project costs. Round values to the nearest dollar amount.*

A. Amount of funding requested from DEQ	\$ 129000	Enter the amount of federal Section 319 grant funding requested from DEQ.
B. Private, Local, or State Funding Contribution (Non-Federal Match)	\$ 86000	Enter the value of non-federal match contributions to the project from private, volunteer, local, or state sources. Non-federal match can include cash match or in-kind contributions. <u>At least 40% of the NPS Project Cost (Item C) must be non-federal match.</u> Match contributions should include only those expenses that will be incurred during the same time period as the 319 project. Please see the guidance material for more information about match requirements and tips on quantifying and calculating match.
C. NPS Project Cost	\$ 215000	This is the sum of A and B above.
D. Other Federal Funds Contribution	\$	Enter the value of any other federal contributions to the project. This could be other federal funding sources (e.g., NRCS-EQIP, BLM, USFS) and/or contributions of federal employee staff time. You are not required to have an "other federal funds" contribution to the project but it should be noted if applicable.
E. Total Project Cost	\$ 215000	This is the sum of C and D above.

BUDGET JUSTIFICATION:

COST CATEGORY	319 Funds	Non-Federal Match Funds	Other Federal Funds	Description/Explanation
	<i>In this column, enter the amount of 319 funds to be used for each of the following four categories.</i>	<i>In this column, enter the amount of non-federal match funds to be used for each of the following four categories.</i>	<i>In this column, enter the amount of other federal funds to be used for each of the following four categories.</i>	<i>In this column, provide a <u>brief</u> description of major expenses for each category. If non-federal match funds will be used, identify the source of the match (e.g., WDA funds, landowner in-kind match, etc.)</i>
Personnel/ Labor	\$	\$	\$	Staff time will be necessary to implementing this project, but we are not accounting for it in the project budget for this application/request.
Supplies/ Equipment	\$	\$	\$	
Contractual	\$ 129000	\$ 86000	\$	Design/engineering and contract administration. Construction: excavation, placement of unit, system tie-in, surface restoration, traffic control.
Other	\$	\$	\$	
Totals	\$ 129000 (this value should equal Item A above)	\$ 86000 (this value should equal Item B above)	\$ 0 (this value should equal Item D above)	PLEASE NOTE! Costs for project administration activities (grants management, reporting, budget tracking, indirect costs, etc.) will be limited as follows: 1) 319 funds used for administration activities must not exceed 10% of the total 319 funding award and 2) total funds used for administrative activities must not exceed 10% of the NPS Project Cost. If your project is recommended for funding, DEQ will work with you to ensure this requirement is met.

CERTIFICATION AND SIGNATURE: Please contact Alex Jeffers, DEQ NPS Program Coordinator, with any questions regarding the statements below; 307-777-6733 or alexandria.jeffers@wyo.gov.

By checking the boxes and signing below, I certify the following:

- ☐ I have reviewed grant application guidance material (Section 319 RFP Memorandum) posted on the NPS Grants Resources website: <http://deq.wyoming.gov/wqd/non-point-source/resources/grant-resources/>.
- ☐ I understand that, if recommended for funding, I will be required (with assistance from DEQ) to prepare a more detailed Project Implementation Plan and budget justification before funding will be awarded.
- ☐ I understand that Section 319 grants are reimbursement grants only; funding will only be provided as reimbursement for completed eligible activities. Funding cannot be provided in advance of work being completed.
- ☐ I understand that, if recommended for funding, project activities are not reimbursable until a cooperative agreement or memorandum of agreement between DEQ and the sponsoring entity has been signed by all required parties. I understand that non-federal match can only be accrued during the time this agreement is active plus up to 60 days prior to its effective date (date the agreement is signed by all parties).
- ☐ I understand that, if recommended for funding, final funding award amounts and the timing of release of those funds will be dependent on approval of the final federal 319 budget for FY2022.
- ☐ I understand that, if awarded funding, I will be required to submit quarterly reimbursement requests/progress reports, annual progress reports, an annual Minority Business Enterprise/Women Business Enterprise form, and a final project report.
- ☐ I understand that information submitted as part of a Section 319 project is public information subject to public requests for information; it is my responsibility to ensure compliance with the Wyoming Public Records Act.
- ☐ I understand that it is my responsibility to identify any environmental permits that are needed to complete this project and my agency or organization commits to obtaining all necessary permits prior to implementation.
- ☐ I will mail (postmark) or hand-deliver 14 stapled hard copies of this signed application form, project map(s), and Sage Grouse Core Area consultation letter (if applicable) to Alex Jeffers, DEQ/Water Quality Division, 200 W. 17th St., Cheyenne, WY 82002 no later than 5:00 pm MST on Friday, September 10, 2021.
- ☐ I will also submit an electronic copy of this application form, project map(s), and Sage Grouse Core Area consultation letter (if applicable) in PDF format to Alex Jeffers, DEQ NPS Program Coordinator, at alexandria.jeffers@wyo.gov by 5:00 pm MST on Friday, September 10, 2021). A signature is not required on the electronic copy of the Application Form.

Signature

Date

Printed Name

Title

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Town Administration	Presenter:	Paul Anthony
Agenda Item:	P21-219 TEMPORARY SIGN PERMIT Jackson Moose Hockey Game Fundraiser	Public Comment:	

Purpose & Policy Considerations.

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

Requested Action.

Jackson Moose Hockey has requested to display one temporary banner under Section 5.6.1.C.4.b of the LDRs for their Game Fundraiser (see attached for details 20 x 13 vinyl).

- 100 W. Snow King Ave., Phil Baux Back Stop:
 - o August 16 – August 21

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign are approved for the following locations:
 - 100 W. Snow King Ave., Phil Baux Back Stop:
 - o August 16 – August 21

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Jackson Moose Hockey Game Fundraiser subject to three (3) conditions of approval:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign are approved for the following locations:
 - 100 W. Snow King Ave., Phil Baux Back Stop:
 - o August 16 – August 21

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Administration	Presenter:	Lynsey Lenamond
Agenda Item:	Whole Foods Liquor Pick Up	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council is the local liquor licensing authority with the ability to regulate liquor licenses within the Town of Jackson's jurisdiction.

Requested Action.

For Council to decide if they want to authorize liquor to be included in Whole Food's grocery pickup program.

Recommendations.

Staff does not make a recommendation.

Background.

On February 16, 2021, Council approved the transfer of a retail liquor license from Wyoming Grocer LLC to Whole Foods Market Rocky Mountain/Southwest L.P. Whole Foods offers a Grocery Pickup Program at virtually all of their US locations, and the program was launched in Jackson in June 2021. The Jackson program currently only allows for ordering and pickup of grocery items. The applicant would like to offer alcoholic beverages in their list of items available in the Grocery Pickup Program. This approval would not include any type of delivery service beyond the store's designated pickup area. The Wyoming Liquor Division has approved this request.

At Whole Foods locations that currently offer alcohol as part of the Grocery Pickup Program, staff that handle these orders are required to follow the same procedures for ensuring responsible alcohol service as in-store cashiers, including checking IDs to ensure alcohol is not sold to minors. The mobile app that staff uses includes reminders about alcohol compliance requirements.

The Liquor Store of Jackson Hole dba The Liquor Store does offer an alcohol delivery service under their retail liquor license.

Analysis.

Alternatives (Optional).

- Council can deny the request to allow alcoholic beverages to be available for pickup

Comprehensive Plan & Priority Alignment.

This request was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

Fiscal Impact.

Undetermined.

Staff Impact.

Staff impact for the Town Clerk includes approximately two hours to review the request, consult with the Wyoming Liquor Division, and prepare a staff report.

Attachments or Links.

Letter of request from Whole Foods
Pickup Site Plan

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

I move to approve Whole Food's request to include alcohol in their grocery pickup program as presented in the staff report, at Whole Foods Market, located at 1155 US-89, with one condition:

1. This approval does not include any type of alcohol delivery.



550 BOWIE STREET, AUSTIN, TEXAS 78703
WWW.WHOLEFOODSMARKET.COM
WHOLE FOODS. WHOLE PEOPLE. WHOLE PLANET.

July 8, 2021

Ms. Lynsey Lenamond, Town Clerk
Town of Jackson
PO Box 1687
Jackson, WY 83001

RE: Approval for grocery and alcohol pickup program at *Whole Foods Market*

Dear Ms. Lenamond:

As you know, our company owns and operates the new *Whole Foods Market* location in Jackson. We are very excited to be a part of the community! I am writing today to request approval to add alcohol selection to our Grocery Pickup Program, which we launched in Jackson a few weeks ago. The program currently only allows customers to order ahead, and pick up, grocery items, but we would like to be able to also offer our customers the ability to include alcohol in their orders, with your approval. The following is a brief summary of how the program works generally, and how we handle alcohol orders, for your consideration.

Our pickup program allows customers to shop a wide selection of items online, place their order with the Jackson store, and schedule a time to swing by and pick it up. First, customers log in on Amazon.com (or on their mobile apps) and select their local store. Next, they “shop” the store, virtually, and place their desired items in their online shopping cart before proceeding to choose an available pickup time. Once they have chosen their preferred pickup time, they proceed to payment, and once that step is completed, their order is routed to the store for fulfillment. In-store shoppers pick and pack the customer’s order and place it in a designated location in the store to await pickup. At the chosen time, the customer proceeds to a designated location in the parking area outside the store, and then notifies the in-store “shopper” team (made up of WFM team members) of their arrival via text message or mobile app. One of the shoppers then carries the order out to the designated pickup area and loads it into the customer’s vehicle.

We currently offer this service at virtually all of our US locations, and hundreds of those include alcohol selection along with groceries. In locations with alcohol available, the shoppers who handle orders that include alcohol are required to follow the same processes for ensuring safe and responsible alcohol service that our in-store cashiers are required to follow, including checking ID’s to ensure that alcohol is not sold to minors, ensuring that customers attempting to purchase alcohol are not visibly intoxicated, etc. Shoppers are trained on these requirements upon hire, as well as periodically thereafter, and the mobile application that they use to service pickup orders also includes reminders re: alcohol compliance requirements. Shoppers are required to meet the minimum age required to sell alcohol in each local jurisdiction, and they

each receive any additional, locally-mandated alcohol awareness training, prior to handling any orders containing alcohol. We take our responsibilities re: safe and compliant alcohol sales very seriously, and have a zero-tolerance policy for any non-compliance by our team members.

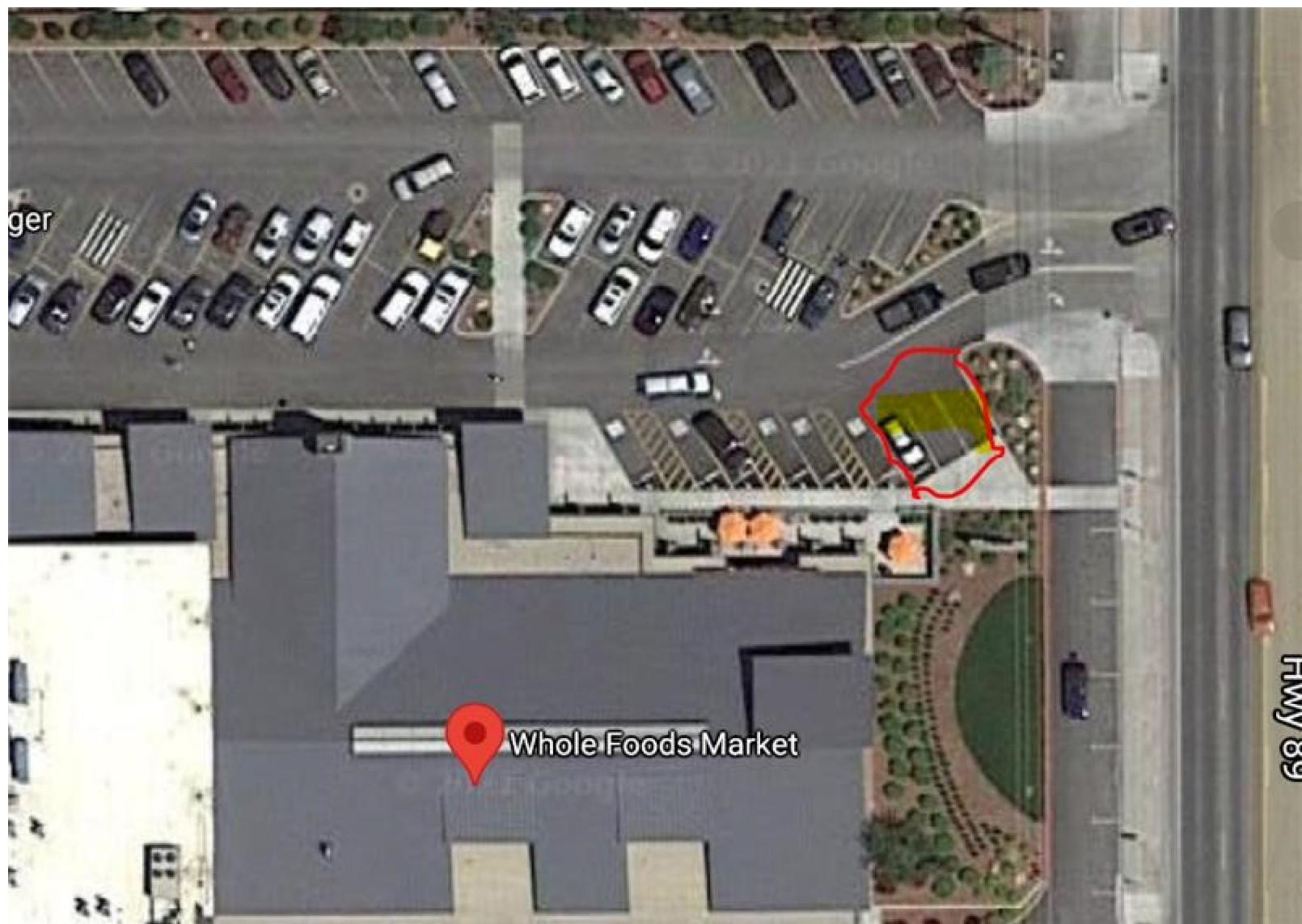
We believe that we have a strong compliance program in place, and are confident that we can safely and responsibly include alcohol in our pickup program in Jackson, if you approve. All shoppers working in the pickup role will be 21 and over, and will receive the same comprehensive alcohol awareness training (TIPS) that our cashiers receive. Shoppers will have the same expectations that our cashiers do re: re-training and 100% compliance with our expectations for ensuring minors do not have access to alcohol, and that visibly intoxicated customers are not served.

I have enclosed a site plan for our store, showing the location of our customer pickup area, for your review. Please let me know if you have any questions or require any additional information or documentation in order to consider our application. I am more than happy to set up a call to discuss in more detail, if you would like. Thank you very much for your consideration, and I look forward to working with you on this request.

Sincerely,

//Ryan

Ryan Bissett
Senior Team Leader, Licensing
Whole Foods Market
(512)542-0876 direct
(512)915-4958 mobile
(512)482-7876 fax
ryan.bissett@wholefoods.com



STAFF REPORT



Meeting Date:	16 August 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Consultant Selection: WWTP Technical Review	Public Comment:	yes

Purpose & Policy Considerations.

Town Council approval of a qualified consultant to conduct a review of WWTP operations as they relate to water quality, energy efficiency, and ongoing operation/maintenance considerations.

Requested Action.

Staff requests that Town Council approve Trihydro Corporation as the qualified consultant to perform the Wastewater Treatment Plant Technical Review, and direct staff to work with the consultant to produce a contract for approval at a future Council meeting.

Recommendations.

Approve the selected qualified consultant for staff to develop a final scope and cost contract.

Background.

The Town owns and operates a Wastewater Treatment Plant that serves customers within the Town's jurisdictional limits, 8 Sewer Districts, and some neighborhood and individual properties in the County beyond contracted service areas. The Town's priorities for the Plant include:

1. Protecting the region's water quality and ecosystem by exceeding the Wyoming Department of Environmental Quality discharge permitting standards.
2. Maintaining a cost-effective and high level of service to rate-paying customers.
3. Reducing energy consumption in wastewater treatment through use of energy efficient treatment methods.
4. Aligning with the recent update to the Jackson/Teton County Comprehensive Plan.

The Town recently completed a Water and Sewer Capacity and Rate Study to better align customer rates with the costs to provide services, which had not been updated in 20 years. The 2020-21 study also provided an estimated time horizon for expanding the Plant based on the anticipated rate of development in our region and the maximum build-out/density of current service areas.

The Town's commitment to sustainability has involved efforts such as the "10x10" Initiative and the "40x20" Initiative, which included a goal of reducing Plant energy use by 40%. Several energy-efficiency projects have taken place at the Plant since 2010, including but not limited to installation of high-efficiency pumps, mixers, heating, and lighting.

The purpose of the WWTP Technical Review project is to complete a comprehensive data-driven analysis that evaluates the Town of Jackson's (Town) Wastewater Treatment Plant's (Plant) past, present, and future water quality discharge data and energy/emissions footprint. To provide recommendations for potential capital and/or operational improvements to achieve the Town's priorities for the Plant.

The Town established a Steering Committee to assist in writing the advertised Request for Qualifications and to select the consultant team to conduct this independent review of the Plant. The Committee includes a representative from each of the following water quality focused organizations:

- American Rivers, Northern Rockies
- Ducks Unlimited
- Protect Our Water Jackson Hole

- Snake River Fund
- Teton Conservation District
- WY Game & Fish

Analysis.

The Town received three statements of qualifications:

1. Trihydro Corporation
2. HDR Inc. / Jorgensen Associates
3. Y2 Consultants, LLC / Western Research & Development Ltd.

Trihydro was the highest scoring proposer among at least 3 of the Steering Committee members, and was selected to complete this project.

Alternatives (Optional).

Council may decide to not select a consultant for this project at this time.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under **Common Value #1- Ecosystem Stewardship.**

- Principle 1.2: Preserve and Enhance Water and Air Quality
 - o Policy 1.2.c: Monitor and maintain water quality

This project supports the Town Comprehensive Plan under **Common Value #3- Quality of Life.**

- Principle 6.1: Measure prosperity in natural and economic capital
 - o Policy 6.1.b: Promote eco-tourism
- Principle 8.1: Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery
 - o Policy 8.2.c: Require mitigation of the impacts of growth on service levels

Fiscal Impact.

This project will be funded by \$50,000 of professional services in the Sewer Enterprise Fund in the Town's Adopted FY22 Budget. Protect Our Water Jackson Hole had committed to matching the Town's funds to split the cost of this project with the Town. Because the selected consultant team's proposed cost exceeds this budget, staff suggests taking the following actions:

1. Work with the selected consultant and Steering Committee members to identify potential areas to save costs;
2. Work with the selected consultant and Steering Committee to identify grant programs, stakeholder funds, and other potential funding sources to help reduce the project funding shortage; and
3. Work with the consultant to develop a final scope and cost contract, which staff will present to Council for approval at a later date.

If Council approves the consultant selection based on qualifications and directs staff to develop a final contract, staff will likely need to request Council approval to allocate additional funds from the Sewer Enterprise Fund balance/reserves to cover the entire project cost.

Staff Impact.

The anticipated staff commitment to this project includes approximately 50 hours from Public Works Administration and Wastewater staff.

Attachments or Links.

None

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

I move to approve the selection of Trihydro as the qualified consultant to conduct the Wastewater Treatment Plant Technical Review and direct staff to bring forward a contract for approval at a future Council meeting.

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Regular
Submitting Department:	Town Administration	Presenter:	Darren Brugmann
Agenda Item:	START Advertising Policy	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a *DRAFT START Advertising Policy* to provide policy direction for advertising on Town of Jackson assets operated by the transit system.

Requested Action.

Staff requests Council approve the *DRAFT START Advertising Policy* as presented with this staff report

Recommendations.

Staff recommends Council approve the *DRAFT START Advertising Policy* as presented with this staff report

Background.

The START Board would like to move forward with an advertising policy specific to START that would not have an impact on other Town Departments or the Town as a whole. The policy would address advertising in transit facilities, including the START facility, bus stops, and any facilities leased by START as transit stops, and all transit vehicles, including passenger buses (both interior advertising and exterior bus wraps), leased vehicles, microtransit vehicles, and START Bikes. The policy developed by the Town Attorney was completed with input from the START Board because the Town owns the START assets and property, the Town Council must be comfortable with advertising on these assets. On July 26th the Transit Director provided the County Commission a general update on this policy and the process stated here. If Council approves of the draft, START will review the draft policy, complete the noticing and hearing process required by the Wyoming Administrative Procedures Act (WAPA), and present the final policy to the Town Council for approval. The timeline is:

- 8/16 Town Council Regular Meeting – approve Draft policy
- 9/9 START Board – review Draft policy, initiate WAPA process
- 11/11 START Board – WAPA public hearing
- 12/6 Town Council Regular Meeting – Final Approval from Town Council

Analysis.

Staff and START Board continually look for additional funding streams. Staff and START Board recognizes the potential revenue from these additional areas to help offset the federal and local subsidies used to run START. While advertising in the interior of the buses has been ongoing for many years, there has not been advertising for the exterior of the buses, shelters, stops, START Bike and/or other START operated facilities.

However, there has never been a policy concerning advertising process. This policy is intended to provide guidance as to the types of advertisements that will allow START to generate revenue and enhance transit operations by fulfilling the following important goals and objectives:

- i. Maximizing advertising revenue;
- ii. Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by START;

- iii. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;
- iv. Preserving the value of the advertising space;
- v. Maximizing ridership and maintaining a safe environment for transit customers and other members of the public;
- vi. Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- vii. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements;
- viii. Reducing the diversion of resources from transit operations that is caused by objectionable, inappropriate or harmful advertisements.
- ix. Preserving START's business reputation as a professional, effective and efficient provider of public transit services.

Permitted Advertising – the following classes of advertising will be authorized by this policy in transit facilities and transit vehicles:

- Commercial Advertising
- Government Advertising
- Nonprofit Public Service Announcements

Prohibited Advertising content includes:

- Political Speech
- Public Issue Speech
- Religious

Prohibited Products, services or activities:

- Tobacco
- Alcohol
- Firearms
- Adult/Mature Rated Films
- Adult Entertainment Facilities
- Other Adult Services
- Sexual Subject Matter
- False or Misleading
- Copyright, Trademark or otherwise Unlawful
- Illegal activity
- Profanity of Violence
- Threatening Harm
- Harmful or Disruptive to Transit System
- Adverse to Transit
- Lights, Noise and Special Effects
- Unsafe Transit Behavior

The Exterior of START Vehicles is reserved solely and exclusively for START's government speech, which includes advertising sponsored solely by START, by government entities, or by START jointly with another government entity to communicate effective and safe public transportation.

Alternatives (Optional).

Council could consider review and approval of the START policy when their work plan allows for the review and approval of an all-encompassing Town Policy.

Comprehensive Plan & Priority Alignment.

Establishing an advertising policy will allow START to capture potential revenue via advertising on existing assets. This effort helps to achieve a continuous funding source as stated in Policy 7.1.e - Establish a permanent funding source for an alternative transportation system.

Fiscal Impact.

The fiscal impact of the START Advertising revenue will be significant as additional revenue stream will be likely with potential exterior advertising to go along with the current interior advertising revenue. The amount of interior advertising the past 5 years has averaged below \$10,000 annually.

Staff Impact.

Once policy is approved, considerable impact on START Director and START Administrative Assistant as they work with START Board to implement the approved policy including setting and establishing advertising rates and public dissemination of the policy. Regular administrative work, above current workload related to advertising, would occur annually as part of job duties for START Director and Administrative Assistant.

Attachments or Links.

- *Draft START Advertising Policy*

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

I move to approve the *draft* START Advertising Policy as presented in the attachment to this staff report.

SOUTHERN TETON AREA RAPID TRANSIT

ADVERTISING POLICY

Effective XXXXX 2021

1. SOUTHERN TETON AREA RAPID TRANSIT (START)

- a. START System. The Town of Jackson and Teton County, Wyoming, through their joint powers board, operates a bus system that includes service throughout Teton County, Wyoming, neighboring Lincoln County, Wyoming, and in neighboring Teton County, Idaho. The transit system is a vital component of the broad spectrum of public services the Town of Jackson and Teton County, Wyoming provides. START's transit advertising program is intended solely to generate revenue to support the transit system.

2. PURPOSE AND INTENT

- a. Advertising as Revenue Source. START's transit operations are funded by a combination of federal, state and local funds, including grants and taxes, as well as fare box revenue. Advertising is an important additional source of revenue that supports transit operations. START's fundamental purpose in accepting transit advertising is to generate revenue to augment START's operating budget.
- b. Primary Purpose. The primary purpose of the START system is to provide safe and efficient public transportation within its service area. Consistent with this purpose, START places great importance on maintaining secure, safe, comfortable and convenient Transit Facilities and Transit Vehicles in order to, among other things be consistent with the provision of effective and reliable public transportation, retain existing riders and attract new users of public transit services. To generate additional revenue while also accomplishing the primary objectives of transit operations, START will accept advertising on/in its Transit Facilities and Transit Vehicles only if such advertising complies with this Advertising Policy.
- c. Nonpublic Forum Status. START's acceptance of transit advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public transportation, START does not intend its acceptance of transit advertising to convert its Transit Vehicles or Transit Facilities into public forums for public discourse and debate. Rather, as noted above, START 's sole purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, START retains strict control over the nature of the ads accepted for posting on or in its Transit Vehicles and Transit Facilities and maintains its advertising space as a nonpublic forum.
- d. Interference with Purpose. Certain types of advertisements interfere with the advertising program's sole purpose of generating revenue to benefit the transit system. This Advertising Policy advances the advertising program's revenue-generating objective and preserves the forum's primary transit purposes by prohibiting advertisements that interfere with and divert resources from transit operations, that detract from transit purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to transit passengers, operators and vehicles. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue, and protects the interests of the captive audience that uses START's transit services.

This policy is intended to provide guidance as to the types of advertisements that will allow START to generate revenue and enhance transit operations by fulfilling the following important goals and objectives:

- i. Maximizing advertising revenue;
- ii. Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by START;
- iii. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;
- iv. Preserving the value of the advertising space;
- v. Maximizing ridership and maintaining a safe environment for transit customers and other members of the public;
- vi. Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- vii. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements;
- viii. Reducing the diversion of resources from transit operations that is caused by objectionable, inappropriate or harmful advertisements.
- ix. Preserving START's business reputation as a professional, effective and efficient provider of public transit services.

START's Transit Facilities and Transit Vehicles are a nonpublic forum and, as such, START will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

- e. Right to Modify, Suspend, Revoke. START reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.
- f. Application of Policy. This Transit Advertising Policy applies to the posting of all advertisements in Transit Facilities and Transit Vehicles on or after the Effective Date. Any advertisements which would be prohibited under this Policy, but which were posted pursuant to the terms of a fully executed advertising contract prior to the Effective Date of this Policy, will be allowed to remain posted for the duration of that contract.

This Policy does not apply to the START's government speech as defined below.

- g. Disclaimer of Endorsement. START's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service, information or viewpoint contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

3. **DEFINITIONS**

- a. Transit Facilities. Transit Facilities include the START Facility, all bus stops, whether inclusive of a shelter structure or not, and any facilities leased by START as Transit stops.
- b. Transit Vehicles. Transit Vehicles include all transit passenger buses, contracted and/or leased vehicles, microtransit vehicles, and START Bikes.

- c. Transit Application or Transit App. Transit Application or Transit App includes any computer software package that performs a specific function directly for an end user or for another application, owned, managed, authorized, or issued by START.

4. IMPLEMENTATION RESPONSIBILITY

- a. The Transit Director is responsible for the implementation of this Advertising Policy.

5. VEHICLE INTERIOR, START FACILITY, TRANSIT APP POLICIES

- a. Permitted Advertising Content: Subject to the limitations herein, the following classes of advertising are authorized in Vehicle Interiors, Start Facilities, and the Transit App:
 - i. Commercial Advertising. Advertising proposing, promoting, or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services, or events for the advertiser's commercial or proprietary interest, or more generally promoting an entity or entities that engage in such activities.
 - ii. Government Advertising. Advertising by a federal, state or local governmental entity that advances specific governmental purposes. On a limited basis, START may make unpaid advertising space available for public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the governmental agency requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Prohibited Advertising under Section 6.2 and must comply with this Advertising Policy. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement, whether paid or unpaid, must specifically identify the sponsor of the advertisement or the message.
 - iii. Nonprofit Public Service Announcements. Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:
 - 1. Prevention or treatment of illnesses or promotion of personal health
 - 2. Education, training or employment services
 - 3. Arts, culture, or special events;
 - 4. Provision of children and family services;
 - 5. Provision of services and programs that provide support to low income citizens, senior citizens, or people with disabilities; or
 - 6. Solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.
- b. Prohibited Advertising Content: Advertising is prohibited on or in Transit Facilities and Transit Vehicles if it falls within one or more of the following categories:
 - i. Political Speech. Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.
 - ii. Public Issue Speech. Advertising that non-incidentally expresses or advocates or appears

to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.

- iii. Religious. Advertising that promotes or opposes any identifiable or specific religion or religious viewpoint, message or practice.
- c. Prohibited Products, Services or Activities. Any advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities.
 - i. Tobacco. Tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, vaping materials or equipment, and smokeless (e.g., chewing) tobacco.
 - ii. Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Wyoming law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.
 - iii. Firearms. Firearms, ammunition or other firearms-related products.
 - iv. Adult/ Mature Rated Films, Television Video Games, or Theatrical Presentations. Adult films rated "X" or "NC-17," or video games rated "A," or theatrical presentations recommended by the sponsor for persons 18 years or older.
 - v. Adult Entertainment Facilities. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments.
 - vi. Other Adult Services. Adult telephone services, adult internet sites and escort services.
 - vii. Sexual Subject Matter. Any advertising that contains or involves any material that describes, depicts or represents sexual organs or activities in a manner that a reasonably prudent person, knowledgeable of START's ridership and using prevailing community standards, would find inappropriate for the public transit environment, including persons under the age of 18.
 - viii. False or Misleading. Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.
 - ix. Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.
 - x. Illegal Activity. Any advertising that promotes any activity or product that is illegal under federal, state or local law.
 - xi. Profanity and Violence. Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
 - xii. Threatening Harm. Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.
 - xiii. Harmful or Disruptive to Transit System. Advertising that contains material that is so

objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the transit system. For purposes of determining whether an advertisement contains such material, START will determine whether a reasonably prudent person, knowledgeable of START's ridership and using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the transit system.

- xiv. Adverse to Transit. Advertising that is directly adverse to the commercial or administrative interests of the transit system, that tends to criticize the quality of service provided by the transit system, or that tends to criticize public transportation generally.
- xv. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of the bus or the safety of bus riders, drivers of other vehicles or the public at large.
- xvi. Unsafe Transit Behavior. Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.

6. EXTERIOR START VEHICLES POLICIES

- a. Paragraph 5 in full applies to exterior advertisements on Transit Vehicles.
- b. The exterior of Transit Vehicles is reserved solely and exclusively for START's government speech, which includes advertising sponsored solely by START, by government entities, or by START jointly with another government entity.

7. ADDITIONAL REQUIREMENTS

- a. Prohibitions on Literature or Product Distribution and Leafletting. START's purpose in operating a public transit system is to meet the public's need for efficient, effective and safe public transportation. START Transit Facilities are not intended to be public forums for public discourse or expressive activity.

Literature or product distributions, leafleting and similar activities can disrupt or delay passengers who are boarding and exiting Transit Vehicles, distract passengers, distract bus operators, cause maintenance issues, and otherwise create safety issues for passengers, operators and surrounding traffic. Accordingly, distribution of literature, leafleting, and other informational or activities are prohibited within START Transit Vehicles and within START Transit Facilities, except for the provision of leaflets and information provided by START itself that are related to provision of or are for the benefit of transportation-related public services.

- b. Artwork. START reserves the right to reject any artwork or design on the basis of aesthetics or any effect the placement may have on the operations, maintenance or safety of the government property.
- c. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters no smaller than 24-point type for interior advertising:

Paid for by _____

"Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar

number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

8. **GOVERNMENT SPEECH.** The provisions of this policy do not apply to START's government speech, which includes advertising sponsored solely by START, by government entities, or by START jointly with another government entity to communicate messages deemed appropriate by the Transit Director.

9. **PROCEDURES**

- a. All proposed transit advertising must be submitted to the Transit Director, or their designee, for compliance review and determination. The Transit Director may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy.
- b. The Transit Director may consult with appropriate Town of Jackson staff, including the Town Attorney, at any time during the review process.

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Item P21-149 - Request for a Subdivision Plat for Four (4) Townhomes at 315-327 Batch Plant Road	Public Comment:	Yes

Purpose & Policy Considerations.

This request is to subdivide the upper four (4) market townhome units in the Westview Townhomes project.

Requested Action.

The applicant, Batch Plant Partners, LLC, is requesting approval of a Subdivision Plat for the upper four (4) market townhome units at the properties addressed at 315-327 Batch Plant Road.

The applicant is requesting to continue this item to a future unknown Town Council meeting. The reason for the delay is to allow the applicant sufficient time to address legal access issues with the state of Wyoming and the County regarding Batch Plant Road. The item will be required to be re-noticed in the paper and to the neighbors prior to the item being considered at a future date.

Suggested Motion.

I move to **continue** item P21-149 to a future Town Council meeting provided that the item is re-noticed to the newspaper and neighbors according to LDR Section 8.2.14 All Public Hearings.

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	Item P21-150 - Request for final plat at the property addressed at 1085 W. Highway 22	Public Comment:	Yes

Purpose & Policy Considerations.

A Subdivision Plat is required to subdivide a building into individual condominium units. All plats must be approved by the Town Council at a public hearing per the Town of Jackson Land Development Regulations, Sections 7.2.4 and 8.5.4.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for the property addressed at 1085 W. Highway 22. Specifically, this request is to condominiumize the existing building into 5 units at LOT 9, METRO PLATEAU ADDITION.

The applicant is requesting to continue this item to the September 20, 2021, Town Council meeting. The reason for the delay is to allow the applicant sufficient time to address the needed findings for a subdivision plat under LDR Section 8.5.4. The item will not require re-notice in the paper or to the neighbors prior to the item being considered at the September 20, 2021, Town Council meeting.

Suggested Motion.

I move to **continue** item P21-150 to the September 20, 2021, Town Council meeting.

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Item P21-157 - Request for a 5-lot Subdivision Plat at the property addressed at 984 Budge Drive	Public Comment:	Yes

Purpose & Policy Considerations.

A Development Plan (P20-009) and Hillside Conditional Use Permit (CUP (P20-010)) for a 5-lot subdivision was approved by the Town Council on July 20, 2020. This request is for a Subdivision Plat to formalize the 5-lot subdivision.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for a 5-lot subdivision at the property addressed at 984 Budge Drive.

Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for a 5-lot subdivision (P21-157) for the property addressed at 984 Budge Drive, subject to the departmental reviews attached hereto and following conditions:

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 Exactions shall be paid at the time of plat recording.

Project Location

The property is located at 984 Budge Drive and legally known as Lot 1, Crystal Valley Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background / Project Description

On July 3, 2020, the Planning Director approved a Zoning Compliance Verification (ZCV) which determined that the majority of steep slopes over 25% were due to man-made activities in the 1960s and 1970s. This determination allows development on those man-made slopes over 25% without the need for a variance per LDR Section 5.4.1.B.1.

On July 20, 2020, the Town Council approved a Development Plan (P20-009) and Hillside CUP (P20-010) for a 5-lot subdivision on a lot with average cross-slopes greater than 10%. As proposed, lot sizes will range from 10,890 sf to 15,681 sf which exceed the 7,500 sf minimum lot size for the NL-5 zoning district. Vehicular access will remain in the existing location and run along the northern portion of the property. The applicant is proposing a 30-foot wide access easement which includes a 20-foot wide private road, utilities, and snow storage. When developed each new lot would allow between 3,200 - 4,700 sf of above ground habitable and a maximum of 3 dwelling units per lot. The applicant has stated, however, that they do not anticipate developing at maximum density and instead plan to build a maximum of 6 units total for the entire 5-lot subdivision.

Below are the conditions of approval for both the Development Plan and Hillside CUP approvals:

Development Plan:

- 1) If a subdivision plat is not submitted within 18 months of Development Plan approval the Development Plan will expire.

Response: The applicant has submitted a subdivision plat within 18 months of Development Plan approval.

- 2) At the time of Subdivision Plat, the applicant shall provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround.

Response: The applicant has added a note on the plat satisfying this condition.

- 3) As part of the of building permit review process for any proposed structure on any one of the future lots, the applicant shall demonstrate compliance with the standards in Section 5.3.2.H. Skyline Standards.

Response: The applicant has provided a skyline analysis that was reviewed and approved by staff. The skyline analysis determined that only Lot 5 skylines and will be subject to the skyline standards which includes the 20' building height limitation. Lots 1-4 will not be subject to the skyline standards. With that being said, all lots will be subject to the final landscape plan that was approved as part of the Development Plan which was intended to help screen future development for all 5 lots as viewed from Hwy 89 below.

- 4) At the time of building permit submittal the applicant shall demonstrate compliance with all 4 development recommendations set forth in the Alder report, dated April 6, 2020, which are as follows: (1) the majority of development shall be limited to already disturbed areas; (2) 15-ft wildlife movement corridors shall be maintained between structures; (3) fencing shall be prohibited on the property; and (4) other barriers such as retaining walls over 42" tall are prohibited between structures.

Response: This condition will be satisfied at the time of building permit submittal.

Hillside CUP:

- 1) Prior to issuance of a Grading & Erosion Control Permit & Building Permit, the applicant shall adequately address all concerns and consider all recommendations in the final slope stability analysis and geotechnical report.

Response: This condition will be addressed at the time of building permit submittal.

- 2) If a subdivision plat is not submitted within 18 months of CUP approval the CUP will expire.

Response: The applicant has submitted a subdivision plat within 18 months of Development Plan approval.

Analysis.

Staff finds that the proposed subdivision meets the requirements of the Land Development Regulations (LDRs) for Sec. 8.5.3 Subdivision Plat and Div. 7.2 Subdivision Standards. In addition, staff finds the plat to be in substantial conformance with the previously approved Development Plan and Hillside CUP.

According to Division 7.5, all residential subdivisions, including affordable units, are required to dedicate lands for school and park development. The proposed subdivision will result in a net increase of 4 residential lots, thus the applicant/owner is subject to a Park Exaction fee of \$10,800.00 and School Exaction fee of \$8,000.00.

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 previously approved Development Plan (Item P20-009) and Hillside CUP (Item P20-010).

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. 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 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 - \$10,800.00

School Exactions - \$8,000.00

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 typical of that of a subdivision plat of this size and is 8 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Park and School Exactions

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

Based upon the findings as presented in the staff report and as made by the applicant for Item P21-157, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to **approve** a Subdivision Plat for a 5-lot subdivision for the property addressed at 984 Budge Drive subject to this staff report dated August 16, 2021, the departmental reviews attached hereto and the following conditions 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 included in the attached 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 Exactions shall be paid prior to plat recording.

PLANNING

Project Number	P21-157	Applied	6/21/2021	AL
Project Name	Subdivision Plat -984 Budge Dr. - The Bluffs		Approved	
Type	FINAL PLAT	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Jorgensen Associates, P.C.	Owner	BLUFFS DEVELOPMENT GROUP, LLC	
Site Address		City	State	Zip
984 BUDGE DRIVE		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
CRYSTAL VALLEY ADDITION		22411632107001		

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact Notes					
County Clerk Corina Dorman (6/29/2021 9:28 AM AL) Hello, We have viewed the plat for the Bluff's First Addition to the town and noticed under the certificate of approval the old Town Clerk, Town Mayor are still listed. Other than those issues, plat looks good. Please remember if there are any Deeds filed with this Plat, Statement of Considerations are also required. Thank you, Corri	APPROVED W/CONDITI	6/21/2021	7/12/2021	8/9/2021	
Joint Housing Dept Stacy Stoker		6/21/2021	7/12/2021		
Legal Lea Colasuonno	NO COMMENT	6/21/2021	7/12/2021	8/4/2021	
OTHER					
Planning Tyler Valentine (7/26/2021 10:07 AM TV) Under certificate of owner, applicant shall add: "This Subdivision Plat is subject to the previously approved Development Plan (P20-009) and Hillside Conditional Use Permit (P20-010)"	APPROVED W/CONDITI	6/21/2021	7/12/2021	7/26/2021	
Plat Review-Survey Other	APPROVED W/CONDITI	6/21/2021	7/12/2021	8/9/2021	

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(7/19/2021 1:43 PM AL)					
Todd Cedarholm, PLS					
Page 1 of 1					
265 North Glenwood PO Box 12290 Jackson, Wyoming 83002					
Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com					
Town of Jackson Planning Department and Building Department July 19, 2021					
P.O. Box 1687					
Jackson, WY 83001					
ATTN: Katelyn Page, Planner RE: P21-157, Bluffs First Addition					
Dear Katelyn:					
I have reviewed the plat accompanying the P21-157 application. I would suggest that the surveyor address the following items:					
1. The plat title should include a reference to the former property description; ie: Crystal Valley Addition Lot 1.					
2. The preparation date should be drawn in a font that will be legible in a scan.					
3. In the legend, PLS 6447's name is spelled incorrectly.					
4. A description of the legal access from the subject property to a public street should be added to the COO.					
5. The easement lines for Bluffs Drive should show partial distances across each lot and partial distances along each lot line.					
6. The Permanent Utility Easement as depicted on the plat is inconsistent with the easement described in document 0956941.					
7. The easement lines for the Town of Jackson Permanent Utility Easement should show partial distances across each lot and partial distances along each lot line.					
8. The access easement benefitting Elizabeth Kingwill should be completely and entirely annotated.					
9. The access easement from Budge Drive to the subject property across the Adams property should be completely and entirely annotated.					
10. Within the Certificate of Approval:					
a) The Town Clerk name is incorrect.					
b) In the Mayor's signature acknowledgement, the Mayors name is incorrect.					
c) In the Town Clerks' signature acknowledgement, the Clerk's name is incorrect.					
11. Direct ties (bearing and distance) to at least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements.					
This review of submitted information is for general compliance with the requirements of Town of Jackson, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.					
Sincerely,					
Todd Cedarholm, PLS					
County Surveyor, Teton County, Wyoming					
Plat Review-Title	APPROVED W/CONDITI	6/21/2021	7/12/2021	8/9/2021	
<none>					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(7/13/2021 9:12 AM AL)					
TITLE 22 CONSULTANTS PLAT REVIEW					
BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON					
Proposed Plat: Bluffs First Addition to the Town of Jackson					
Platted From: Lot 1 of Crystal Valley Addition, Plat 1051					
Located: Town of Jackson					
Owner/Subdivider: Bluffs Development Group, LLC					
Summary: This is a proposed 5 lot single family residential subdivision in the Town of Jackson located on the hillside north of Broadway, near the intersection with Highway 22.					
Additional Documents to be Recorded Provided with Plat: 1) Private Sewer Easements (not provided for review) 2) Affidavit of Acknowledgement of Mortgagee (not provided for review) 3) Affidavit of Certificate of Owner (not provided for review) 4) Declaration of Covenants, Conditions and Restrictions (provided for review)					
Title Report provided by Jackson Hole Title & Escrow Effective Date: July 23, 2020 (this title report is almost one year old, and should be updated by the title company prior to the recordation of the plat)					
Note: Title 22 Consultants has not prepared a title report or conducted a "patent to present" search of subject land; we are basing our review on the title report provided by the title company identified above.					
New documents filed of record subsequent to the effective date:					
? There do not appear to be any new instruments of record, but please have this verified by the title company					
PLAT REVIEW – Technical Review (Non Statutory)					
ACCESS: Legal access is not addressed on the plat, but it appears to be via Budge Drive (public road) to a private easement across Lot 2 Crystal Valley Addition, as "dedicated" on plat 1051. Please see "Comments," below.					
(Note: No determination has been made as to physical access).					
EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).					
Comments: The title commitment cites Instrument 0956940, which is not shown on the plat. We agree with the surveyor that this does not burden subject land and should not be shown on the plat.					
STREETS/ALLEYS:					
? Dedicated to the public					
? Private, with rights of way granted to each lot owner					
? N/A, no streets or alleys within plat boundary					
PLAT REVIEW – Technical Review (Statutory)					
LOT DIMENSIONS ? Are ? Are Not properly shown.					
Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.					
The underlying land ? Is ? Is Not VACATED.					
CERTIFICATES					
Certificate of Owner(s) ? Included ? To be provided via separate Affidavit					
Certificate of Surveyor ? Included ? Not included					
Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included					
Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A					
PLAT REVIEW – Conclusions					
Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:					
1. CERTIFICATE OF MORTGAGEE – CHANGES NEEDED					
Please fill in the blank to reference "Wells Fargo Bank, National Association."					
2. CERTIFICATE OF OWNER – CHANGES NEEDED					
The Certificate of Owner states that the subdivision is subject to "the terms, conditions, easements and reservations" as contained in that Deed at Book 947 of Photo, Page 474. This is not cited in the title commitment, and we do not see why this should be cited. Please delete the reference to this document.					
3. CERTIFICATE OF APPROVAL – CHANGES NEEDED					
- Please change the acknowledgement referencing "Pete Muldoon" to "Hailey Morton Levinson."					
- Please change the acknowledgment referencing "Sandy Birdyshaw" to "Sandra P. Birdyshaw."					
4. CAPTION – CHANGES NEEDED					
In the lower right hand corner of the plat, please add "Identical with Lot 1 of the Crystal Valley Addition" to the caption.					
Comments/General Observations: For your review and consideration, may not require changes:					
1. ACCESS – FOR YOUR REVIEW					
Legal access appears to be dependent on that private road dedication benefitting Lot 1 across Lot 2 of Crystal Valley Addition as set forth on Plat1051.					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
However, Lot 1 was a single family residential lot at the time of this dedication, and the plat does not appear to reference that it would be further subdivided.					
Does subdividing Lot 1 as proposed constitute an overburdening of the easement across Lot 2? Please have legal counsel review this matter, and determine if further grants are needed from the fee owner of Lot 2.					
2. SPRINKLER SYSTEM – FOR YOUR REVIEW					
The “Notes” section on the lower left hand corner of the proposed plat states that all habitable structures will have a fire sprinkler system as long as the private road remains without a complete fire turnaround.					
As most prospective owners do not review the “fine print” on the plat, perhaps this should be included in the Declaration of Covenants, which many potential owners do actually read.					
3. SUBDIVISION NAME – FOR YOUR REVIEW					
Are additional plats/additions contemplated? We do not see that Bluffs Development Group, LLC owns any adjacent parcels.					
If not, should the subdivision name simply be “Bluffs Addition” as opposed to “Bluffs First Addition” - ?					
4. ENTITY FORMATION – GOOD STANDING					
- Bluffs Development Group, LLC appears to be in good standing with the Wyoming Secretary of State					
- The Bluffs Homeowners Association does not yet appear to have been formed with the Wyoming Secretary of State					
Next Steps:					
1. ENTITY DOCS – The owner should provide a copy of the Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.					
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.					
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.					
PLAT REVIEW – Disclaimer					
Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.					
Plat Review submitted by:					
Date: 7.13.21					
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
Police	NO COMMENT	6/21/2021	7/12/2021	6/21/2021	No concerns
Michelle Weber					
Public Works	APPROVED W/CONDITI	6/21/2021	7/12/2021	7/22/2021	See Notes
Scott Mohror					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks

Contact

Notes

(7/22/2021 9:44 AM SM)

SUBDIVISION PLAT – APPROVED w CONDTITIONS

P21-149 Subdivision Plat

ADDRESS: 984 Budge Drive

OWNER: Bluffs Development Group, LLC

APPLICANT: Jorgensen Associates, Inc.

7/22/2021

Scott Mohror, 733-3079

DATE OF SUBMITTAL: 06/21/2021

DATE OF MATERIALS: 06/18/2021

REVISION NO.:

BOND FOR MONUMENTATION: \$6,250.00

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 PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

1. Prior to issuance of a grading or building permit the existing private sewer line must be permitted as a collection main by the Wyoming DEQ and a Wyoming DEQ notice of coverage of permit must be provided to the Town Engineer. Should the Wyoming DEQ not permit the line as a collection main another acceptable sewer collection system must be approved and permitted.
2. Provide an exhibit or plan of the existing sewer line showing its location within its easements.
3. If the sewer line is not located according to the recorded instrument, then an instrument must be recorded or modified, and/or the sewer line relocated to within the granted easement.
4. Prior to platting, existing overhead power and utilities shall be relocated and buried to the extent possible. If relocation is not feasible, vertical separation easements agreed to by the utilities must be recorded.
5. Provide a Draft PDF of the Plat prior to the Mylar copy for review.
6. Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards.
7. Third party review of the geotechnical reports has been commissioned and approval of the analysis and recommendations is required.

CERTIFICATE OF APPROVAL

8. Correct the ToJ Certificate of Approval for proper Town Clerk and Mayor.

NOTES

9. Move private sewer easement statement to Owner Certificate.
10. Add a statement for, NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM
11. The water connection is to the "TOWN OF JACKSON WATER DISTRIBUTION SYSTEM"
12. Add a statement for, NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM
13. Add Seismic Zone fault line statement to state that there is or is not a fault line on the property. Refer to LDR 5.4.3.B for more information.

CERTIFICATE OF OWNER

14. Revise Crystal Valley Addition to the town of Jackson with UPPER CASE letters.
15. Add a statement that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson.
16. Add a statement that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles.
17. Add a statement recognizing the SIA agreement. The SIA agreement will be contingent with the plat.

Concerned Owners at Metro Plateau
c/o Todd Williams
PO Box 13783
Jackson, WY 83002

July 29th, 2021

Mr. Tyler Valentine
Town of Jackson - Building and Planning Department
150 E. Pearl Ave
Jackson, WY 83001

Dear Tyler,

We are writing you, as concerned owners at Metro Plateau, to express our thoughts about the 984 Budge Drive (P21-157 subdivision plat) proposal.

The proposed changes to 984 are, in our view, positive, and should have little to no impact to Metro Plateau. However, we do have one very pressing concern.

Metro Plateau consists of live/work spaces. People do reside here. The part-residential nature and character of the development needs to be considered.

As you know, the temporary road was put in behind the Metro Plateau, originally to help mitigate the Budge Drive landslide, and for heavy equipment access and staging of building materials during the installation of the new water main.

Some of the units had damage from the heavy vehicles using that road, including sinkholes near the foundation, and cracks in the cinder blocks. The entire development suffered damage to the hillside, significant noise, dust, and vibration.

The traffic situation on this hillside is nearly catastrophic. Even for passenger cars, turning onto 22 in either direction, is already an almost impossible ordeal. How would heavy equipment and commercial vehicles possibly manage? What would be the impact on traffic flows? We believe it would not be good.

While we support the 984 redevelopment we urge the town to require all access, whether permanent, or temporary, to be through Budge Drive, and only through Budge Drive. We urge the town to ensure that no access, will be permitted on what remains of the temporary road behind our units. It was always promised to us that our inconvenience would be short-lived, and for the greater civic good, not for the benefit of private redevelopment.

Sincerely yours,

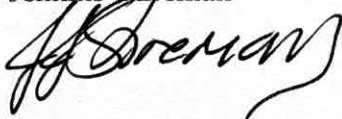
Todd Williams

A handwritten signature in cursive script, appearing to read "Todd Williams", with a long horizontal flourish extending to the right.

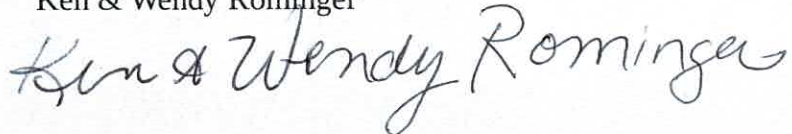
Joe Spiegel

A handwritten signature in cursive script, appearing to read "Joe Spiegel", with a long horizontal flourish extending to the right.

Jacque Jenkins-Stireman

A handwritten signature in cursive script, appearing to read "Jacque Jenkins-Stireman", with a long horizontal flourish extending to the right.

Ken & Wendy Rominger

A handwritten signature in cursive script, appearing to read "Ken & Wendy Rominger", with a long horizontal flourish extending to the right.



JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

August 18, 2020

Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687
150 E. Pearl Avenue
Jackson, Wyoming 83001

RE: Subdivision Plat (S/D) for Planned Development – Bluffs (P20-009)

Dear Tyler Valentine,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for The Bluffs located at Lot 1 Crystal Valley Subdivision, Plat No. 1051, PT. S1/2NE1/4 SEC. 32, TWP. 41, RNG. 116 (Bluffs Development) that we are submitting on behalf of Bluffs Development, LLC. This property is not located near any known fault lines. Copies of this submittal will also be sent to you electronically.

For processing, please find enclosed the following items:

- Findings for Approval
- Planning Permit Application
- Deed and Letter of Authorization
- Evidence of Notice of Intent
- Title Report
- Draft declaration of Covenants, Conditions, and Restrictions (CCRs)
- Draft Exhibit to accompany CCRs
- Draft Plat Map
- Check in the amount of \$1,202 for application fees

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Brendan Schulte
Senior Project Manager



Narrative: Subdivision Plat (S/D) for the Bluffs

Subdivision Summary

This Subdivision Plat (S/D) application is for the Bluffs. Owned by the Bluffs Development Group, LLC (Applicant). DEV/CUP2020-009 & 010 was approved by Town of Jackson Town Council on July 20, 2020 for 5 single family lots.

A. FINDINGS FOR APPROVAL

Division 8.5.3 Subdivision Plat Findings for Approval

1. *Is in substantial conformance with an approved development plan or development option plan.*

Complies. This Subdivision Plat is in substantial conformance to the above referenced Development Plan for 5 single-family lots as approved by the Town Council on July 20, 2020.

2. *Complies with the standards of the Section.*

Complies. This Subdivision Plat complies with all the standards required by Division 8.5.3 of the Town of Jackson Land Development Regulations (LDRs).

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

Complies. This Subdivision Plat complies with the development standards required by Division 7.2 Subdivision Standards of the LDRs, such as requirement for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property to minimize impacts on existing community services and infrastructure. This Subdivision Plat reflects the guidance of the Applicant's Design Team, Jorgensen, the ToJ Staff and acceptance by Town Council.

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

Complies. This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances; it is important to note that this Plat has benefited from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of Plat documents.

B. GENERAL INFORMATION

Title Report – Complete Title Report is included in this application.

C. INITIAL SUBMITTAL

This is a new Subdivision Plat.

1. Draft Plat Map – A draft Subdivision Plat has been prepared the information required by state statute and Section 8.5.3 of the LDRs.

2. **Notice of Intent** – Applicant has published “Notice of Intent to Subdivide” in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.
3. **Subdivision Improvement Agreement** – A Subdivision Improvement Agreement is currently not required. We have inquired with legal to confirm.
4. **Documents to be Recorded** – Applicant has included draft copies of the following document to be recorded concurrently with this application:
 - a. Declaration of Covenants, Conditions and Restrictions.
 - b. Access and Utility Easement Agreement.



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: The Bluffs (P20-009 & 010)
Physical Address: 984 Budge Drive, Jackson, Wyoming
Lot, Subdivision: Lot 1, Crystal Valley Addition, Plat No. 1051 PIDN: 22-41-16-32-1-07-001

PROPERTY OWNER.

Name: Bluffs Development Group, LLC Phone: _____
Mailing Address: P.O. Box 551, Jackson, Wyoming ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc. Phone: 307-733-5150
Mailing Address: P.O. Box 9550, Jackson, Wyoming ZIP: 83002
E-mail: bschulte@jorgeng.com attn: Brendan Schulte

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 #:	<u>P18-276</u>	Environmental Analysis #:	<u>Not Applicable</u>
Original Permit #:	<u>P20-009 & 010</u>	Date of Neighborhood Meeting:	<u>Not Applicable</u>

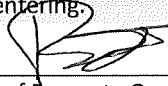
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent

Brendan Schulte

Name Printed

6/18/21

Date

Senior Project Manager

Title



*First American Title
Insurance Company*

WARRANTY DEED

Jody R. Burkes and Linda S. Burkes, duly acting as Trustees of the Amended and Restated Burkes Family Trust created u/t/a dated January 1, 2014, of Teton County, Wyoming, GRANTORS, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT unto **Bluffs Development Group, LLC**, a Wyoming limited liability company, P.O. Box 551, Jackson, Wyoming 83001, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 1051 recorded June 24, 2002 with the Clerk of Teton County, Wyoming,

Parcel Identification No. 22-41-16-32-1-07-001

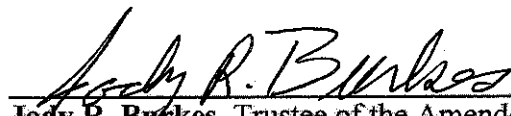
including and together with all and singular the tenements, hereditaments, appurtenances and improvements or thereunto belonging and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, restrictions, reservations, easements and rights-of-way of sight and/or record,

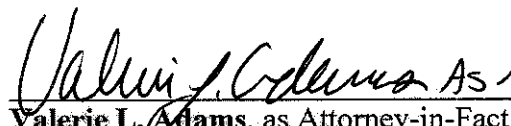
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the 16th day of June, 2017.

Released	☒
Indexed	☒
Abstracted	☒
Scanned	☒

GRANTOR: BURKES, JODY R ET AL TRUSTEE
GRANTEE: BLUFFS DEVELOPMENT GROUP LLC
Doc 0929996 bk 947 pg 488-489 Filed At 14:58 ON 06/19/17
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Smith Deputy

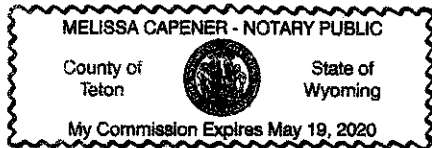

Jody R. Burkes, Trustee of the Amended
and Restated Burkes Family Trust u/t/a
dated 1/1/2014


Valerie L. Adams, as Attorney-in-Fact
for Linda S. Burkes, Trustee of the Amended
and Restated Burkes Family Trust u/t/a
dated 1/1/2014

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Jody R. Burkes, duly acting as Trustee of the Amended and Restated Burkes Family Trust u/t/a dated January 1, 2014**, this 14th day of June, 2017.

WITNESS my hand and official seal.



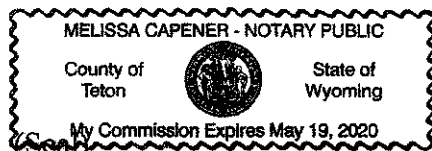
(Seal)

Melissa Capener
Notary Public
My Commission Expires: 5/19/20

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by **Valerie L. Adams, duly acting as Attorney-in-Fact for Linda S. Burkes, Trustee of the Amended and Restated Burkes Family Trust u/t/a dated January 1, 2014**, this 14th day of June, 2017.

WITNESS my hand and official seal.



(Seal)

Melissa Capener
Notary Public
My Commission Expires: 5/19/20

LETTER OF AUTHORIZATION

Bluffs Development Group, LLC

, "Owner" whose address is: _____

PO Box 551, Jackson WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Bluffs Development Group, LLC

, as the owner of property

more specifically legally described as: LOT 1, Crystal Valley Addition

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C.

as

agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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.

OWNER:

Stefan Fodor

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGER

(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)

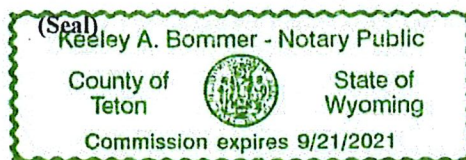
The foregoing instrument was acknowledged before me by STEFAN FODOR this 7th day of MARCH, 20018

WITNESS my hand and official seal.

Keeley A. Bommer

(Notary Public)

My commission expires:



Jackson Hole News & Guide
PROOF OF PUBLICATION

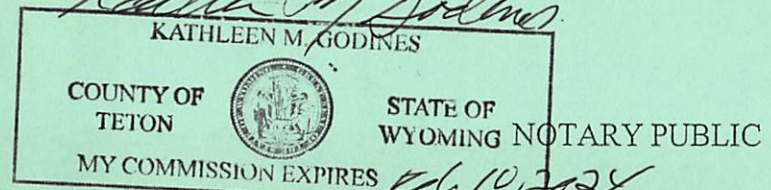
COUNTY OF TETON
THE STATE OF WYOMING

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 June 9, 2021.

Kevin Olson
Subscribed in my presence and sworn to before me this

18 Day of June, 2021.



Fee for publication \$ 100.50 Charge to the following:

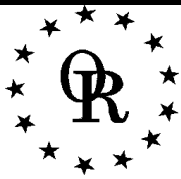
Account No: 44638 Name: Fodor Law Office

Address: PO Box 551 Jackson WY 83001

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statutes § 18-5-306, Bluffs Development Group, LLC intends 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 the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 5 lots. The property is approximately 1.47 acres and has an address of 984 Budge Drive, Jackson, WY. The property is legally described as Lot 1 of the Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded June 24, 2002 as Plat No. 1051, being a portion of the S1/2 of the NE1/4 of Section 32, T41N, R116W, 6th P.M., Jackson, Teton County, Wyoming. The parcel identification number is 22-41-16-32-1-07-001. The name of the proposed subdivision is Bluffs First Addition to the Town of Jackson.
Publish: 06/09, 06/16/21





Guarantee

SG 08013328

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Jackson Hole Title & Escrow

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

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 this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, 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)(C) or in Part 2, 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": records established under state 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": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (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 by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of 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 such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. 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.

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

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 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 (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, 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 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such 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 hereunder shall secure to the Company the right to prosecute or provide 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, an 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 title to the estate or interest as stated herein, or to establish the lien rights of 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.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. 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 Section 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 reasonably 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.

7. 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 or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

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 this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the 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.
- (b) 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, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. 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 and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. 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 insured claimant 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.

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.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. 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.

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: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
916833JAC	\$1,000.00	\$250.00		SG 08013328

1. Name of Assured: Jorgensen
2. Date of Guarantee: July 23, 2020 at 7:30 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:
[Bluffs Developement Group, LLC, a Wyoming limited liability company](#)
5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to [Plat No. 1051](#), recorded June 24, 2002 with the Clerk of Teton County, Wyoming.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
916833JAC	\$1,000.00	\$250.00		SG 08013328

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) [1051](#), records of Teton County, Wyoming.
2. Easement, including terms and conditions contained therein:
Granted By: Allen and Kayleen Gibson
Granted To: Lower Valley Power and Light, Inc.
For: Construction, operation and maintenance of electric lines and other incidental purposes
Recording Information: [Book 11 of Mixed Records, Page 624](#)
3. Terms and conditions of Grant of Easement from Jody R. Burkes and Linda Burkes to Elizabeth L. Kingwill appearing of record in [Book 436 of Photo, Pages 579-582](#), records of Teton County, Wyoming.
4. Permanent Utility Easement:
Between: WAYBROAD LLC, a Montana limited liability company
And: Town of Jackson
Recording Information: [Doc 0956940](#)
5. Permanent Utility Easement:
Between: Bluffs Development Group, LLC, a Wyoming limited liability company
And: Town of Jackson
Recording Information: [Doc 0956941](#)
6. **Mortgage** dated January 9, 2019, to secure an original indebtedness of \$550,000.00, and any other amounts and/or obligations secured thereby.
Recorded: 01/10/19, as Doc [0963075](#)
Mortgagor: Bluffs Development Group, LLC, a Wyoming limited liability company
Mortgagee: Wells Fargo Bank, National Association



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
916833JAC	\$1,000.00	\$250.00		SG 08013328

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2019 Tax Status	2020 Tax Status.
OJ-005676	1st Half in the Amount of \$3,771.59 is Paid	Accruing lien not yet due or payable
	2nd Half in the Amount of \$3,771.58 is Paid	

We recommend that the person responsible for closing this verify this tax information prior to closing.

*Real Estate Taxes are payable as follows

*If making one payment: Due on or before December 31.

*If making two payments: First half payable September 1 and delinquent November 10;
second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-32-1-07-001



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the

	"Other important information" section below for your rights under state law.
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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFS FIRST ADDITION
TO THE TOWN OF JACKSON**

This Declaration of Covenants, Conditions and Restrictions for Bluffs First Addition to the Town of Jackson ("**Declaration**") is made by Bluffs Development Group LLC, a Wyoming limited liability company ("**Declarant**"), as owner of the subdivision known as the Bluffs First Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on _____ day of _____, 2021 as Plat No. _____ ("**Property**").

ARTICLE I – CREATION OF THE COMMUNITY

Section 1. Purpose and Intent. The Declarant, as the owner and developer of the Property, intends by the recording of this Declaration to create a residential subdivision. This Declaration provides for the overall development, administration, maintenance and preservation of the Property now or hereafter comprising the Bluffs First Addition to the Town of Jackson ("**Subdivision**").

Section 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.

Section 3. Governing Documents. The Governing Documents create a general plan of development 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. The Declarant may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

Article II – Definitions

Association. The Bluffs Homeowners Association, a Wyoming nonprofit corporation, its successors and assigns, shall be charged with enforcing this Declaration. The "Articles" shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Association and Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Association prior to such time.

Board of Directors, or Board. The body responsible to the Members for operations of the Association selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “Board”. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Board prior to such time.

Common Road. The easement that is variable in width that runs along the northern boundary of the Property and which provides access to the Lots, and as more particularly depicted on the Plat. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot.

Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

Declarant. Bluffs Development Group LLC, a Wyoming limited liability company, or any successor or assign 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 the Declarant Termination.

Declarant Termination. All of the Declarant’s rights granted under this Declaration shall remain in full force and effect until all Lots are sold to Owners (other than Declarant). At Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

Governing Documents. A collective term referring to this Declaration, the Bylaws, the Articles, and the Master Rules and Regulations, as they may be amended or supplemented from time to time.

Lot. All numbered, single-family residential lots depicted on the Plat.

Master Rules and Regulations. The Master Rules and Regulations applicable to the Property, which have been adopted by the Board, as they may be amended and supplemented from time to time.

Member. A Person subject to membership in the Association pursuant to this Declaration.

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

Occupant. Any person or entity in possession of a Lot, including Lot Owners, lessees, guests, agents, employees and invitees of such person or entity.

Owner. One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Parking Area. The Parking Area is located within the Common Road, with parking spaces designated for the exclusive use of Lot 4 and Lot 5 and auxilliary parking for Lots 1 through 5 as depicted on **Exhibit A** hereto, and as more particularly described in Article II below.

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

Plat. The Bluffs First Addition to the Town of Jackson, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on _____, 2021, as Plat No. _____.

Article II – Property Rights in Common Road & Parking Area

Section 1. **Common Road.** All Owners and their guests, licensees, invitees and tenants shall have a non-exclusive easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Association shall have a non-exclusive easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities and necessary above-ground appurtenances thereto. Motor vehicles are prohibited from parking on the Common Road, except within the designated Parking Area. The Association reserves the right to impose rules and regulations on the use of the Common Road.

The Association shall be responsible for the maintenance and repair (which shall include snow plowing and snow removal) of the Common Road, and these expenses shall be considered Common Expenses.

Section 2. **Parking Area.** Lot 4 is burdened by the “**Parking Area**”, which shall include Lot 4 Parking, Lot 5 Parking and Auxilliary Parking as these terms are defined herein. Parking spaces labeled 4-1 and 4-2 on **Exhibit A** hereto are for the **exclusive** use of Lot 4 (“**Lot 4 Parking**”). Parking spaces labeled 5-1 and 5-2 on the **Exhibit A** hereto are for the **exclusive** use of Lot 5 (“**Lot 5 Parking**”), and the Lot 5 Owner is hereby granted the right to access and utilize the Lot 5 Parking, which right is appurtenant to Lot 5. Parking spaces labeled X-1, X-2 and X-3 on **Exhibit A** hereto are auxilliary parking spaces and are for the use and benefit of all Owners within the Property (“**Auxilliary Parking**”). All Owners and their guests, licensees, invitees and tenants shall have a non-exclusive right to use the Auxilliary Parking and access said Auxilliary Parking by the Common Road, on the terms and conditions contained herein, and such rights shall be appurtenant to and shall pass with the title to every Lot.

The Association shall be responsible for the maintenance and repair (which shall include snow plowing and snow removal) of the Parking Area, and these expenses shall be considered Common Expenses.

All authorized vehicles and equipment utilizing Lot 4 Parking, Lot 5 Parking, and Auxilliary Parking must fit within the designated parking space and not extend beyond its boundaries. Auxilliary Parking may be used only for short-term parking of the vehicles of guests and invitees of an Owner. The Board may establish rules for the use of the Auxilliary Parking. No boats, trailers, buses, campers, snowmobiles, ATVs, or abandoned or inoperable vehicles ("**Prohibited Vehicles**") shall be parked or stored in or upon the Auxilliary Parking. 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 Lot, and to enter upon an Owner's Lot for such purpose, 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.

Section 3. Snow Storage Easements. The Association shall have an easement over the "Snow Storage Area" on Lot 3 as shown on **Exhibit A** hereto for snow storage purposes.

Section 4. Common Utilities and Utility Easements. Water and sewer utilities serving and benefitting Lots 1 through 5 will be installed within the Common Road. Sewer utilities serving Lots 1 through 5 will also be installed within the 20-foot-wide "Sewer Easement Benefitting Lots 1 Through 5" designated on the Plat ("**Sewer Easement**"). These water and sewer utilities within the Common Road and the Sewer Easement shall be "**Common Utilities**" within the Property and shall be maintained by the Association, and these expenses shall be considered Common Expenses. The Association shall have an easement over, under and through the Common Road and Sewer Easement for the construction, maintenance, reconstruction and repair of Common Utilities, along with egress and ingress rights to access the utilities and the right to remove trees, brush and undergrowth within the Common Road and Sewer Easement which may interfere with the maintenance, repair and construction of utilities therein. Common Utilities shall be installed underground to the extent practical, with above-ground appurtenances permitted as necessary. The Association shall be responsible for the maintenance of Common Utilities.

Section 5. Owners are responsible for the construction, repair and maintenance of (including the costs associated therewith) for all utilities other than those designated as Common Utilities which serve his or her respective Lot. All utilities shall be installed underground to the extent practical, with above-ground appurtenances permitted as necessary.

Article III—Development and Use Restrictions

All development and use of Lots within the Property shall conform to the following requirements, and to the rules and regulations promulgated hereunder:

Section 1. Authorized Use. Only residential use shall be permitted.

Section 2. Prohibited Uses. No commercial, industrial or other non single-family residential use shall be permitted on any Lot with the exception of a “home business” use, provided the “home business” is (1) authorized by the Town of Jackson Land Development Regulations, (2) contained wholly within the dwelling unit on a Lot, (3) no clients or customers regularly visit the Lot, (4) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Lot, (5) no advertising is made upon the Lot or dwelling unit on the Lot, and (6) the activity does not create a nuisance or adversely impact the neighborhood.

Section 3. Development. All buildings, accessory structures, and other authorized structures shall be constructed wholly within a Lot and in accordance with applicable Town of Jackson Land Development Regulations (“LDRs”) setbacks.

Section 4. Materials; Colors. Exterior colors shall primarily be neutral and earth-tone. No reflective or glossy materials shall be used on the exterior of any structure, unless approved by the Declarant.

Section 5. Height Limitations; Floor Area Limitations. Height and floor area shall comply with the the applicable LDRs.

Section 6. Fencing. No fences shall be permitted on any Lot within the Property, except for invisible fencing. Temporary construction fencing is permitted to demarcate the area of construction disturbance or to prevent erosion into public areas. Construction fencing must be immediately removed upon completion of the construction project.

Section 7. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction. Construction offices shall not be permitted, unless approved by the Declarant.

Section 8. Maintenance. Each Owner shall maintain its Lot and all improvements thereon in a clean, safe, sanitary and sightly condition. Boats, tractors, campers, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times, except when in use during the appropriate season. By way of example only, an Owner is permitted to store a boat on his or her Lot from June to September, but boats must be placed within an enclosed structure from October to May. All vehicles and equipment on a Lot must be located on a paved surface and may not encroach upon landscaped areas of a Lot or the Common Road. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements for which it is responsible, then, following 30 days’ notice from the Association, the Association or its designee may enter the Lot and may perform such maintenance or repairs, without being guilty of trespass, and the Owner shall be liable to the Association for the full cost of such entry, maintenance and repair.

Section 9. Pets. No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. Cats, dogs or other household animals which are normally kept and maintained as pets indoors shall be permitted on any Lot. No more than 2 dogs may be kept on any Lot, without the prior approval of the Association, provided however that a litter of puppies born to a dog owned by the Lot owner may be kept or maintained upon any Lot for a period not to exceed 5 months, provided that said puppies are maintained and restrained in accordance with the provisions of this Declaration. If any pets are caught or identified chasing or harassing wildlife or people, or otherwise constituting 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 the Owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against the Association.

Section 10. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be permitted on a Lot.

Section 11. Signs. No signs or advertising devices shall be erected or maintained on any Lot, except for (i) a single "For Sale" sign and (ii) a sign, of reasonable proportions, which identifies the owner and street address. This provision shall not apply to the Declarant.

Section 12. Snowmobiles Prohibited. No snowmobiles, "ATVs", or similar devices or vehicles shall be operated on any Lot.

Section 13. Firearms/Fireworks. The discharge of rifles, pistols, and fireworks is prohibited on the Property.

Section 14. Landscaping; Mineral Activities. No mining or mineral extraction shall be permitted on any Lot. Excavation for landscape and home construction purposes is permitted. Owners shall be responsible for maintaining the landscaping on their respective Lots. Landscaping shall be maintained in a slightly condition.

Section 15. Satellite Dishes. No satellite dishes other than small, DDS-type dishes are permitted on any Lot without prior approval of the Association. Dishes larger than the small, DDS-type dish must be screened.

Section 16. Subdivision. No Lot or Lots shall be combined or subdivided in any manner except that 2 contiguous Lots, if owned by the same record owner, may, if one Lot is vacant, be combined as 1 Lot. Each combined Lot shall be treated as 1 Lot for the purpose of applying this Declaration, except for in the payment of assessments. If Lots are consolidated, the Owner of the Lots shall continue to pay assessments as if the Lots had not been combined. By way of example only, if the Owner of Lots 1 and 2 consolidated Lots 1 and 2 into one lot, the Owner would be responsible for paying assessments for 2 Lots.

Section 17. Taxes. All taxes, assessments, and other charges of the State of Wyoming, any political subdivision, special improvement district, or any other taxing or assessing authority,

shall be assessed against and collected on each Lot separately, not on the Property as a whole, and each Lot shall be carried on the tax records as a separate and distinct parcel.

Article IV – Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to the Association when due: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively "**Assessments**"). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("**Costs**"), shall be a charge on the each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

Section 2. Purpose of Base Assessments. Base Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance, repair and replacement of the Common Road, Parking Area, Common Utilities, and any other areas, improvements, expenses or infrastructure maintained by the Association for the benefit of the Owners.

Section 3. Special Assessments. The Association may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

Section 4. Individual Assessments. Individual Assessments may be levied against less than all the Owners for expenses related to that Owner, its guests, invitees, and tenants. Individual Assessments may be levied to remedy any violation of this Declaration, subject to prior notice and at least 30 days' opportunity to cure, excepting that if such violation cannot be remedied during winter months, a reasonable time to cure shall be afforded.

Section 5. Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis.

Section 6. Establishment of Assessment Due Dates. No Assessment shall be due until at least 30 days' notice of the Assessment has been provided by the Association. Written notice of the annual Assessment shall be sent to every Owner at the mailing address included in the Tax Assessor's records, or at any other address provided to the Association in writing by Owner at least 60 days prior to imposition of the Assessment. The due dates for Assessments shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 7. Annual Budget. The Association shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the Base

Assessment based on this estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least 30 days in advance of each annual assessment period.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum, or the maximum rate permitted by law. The Association is authorized to sue, at law or in equity, the Owner once the amounts due exceed \$1,000, or foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Road, Common Utilities or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. Sale or transfer of any Lot shall not affect the Assessment lien unless extinguished in foreclosure.

Section 10. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Assessment lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the sheriff's sale.

Article V—Association

Section 1. Association. All Owners shall be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. Each Lot is entitled to one vote, regardless of the number of Owners of a Lot. In the event multiple Owners of a lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in the Governing Instruments.

Section 2. Board of Directors of the Association. The Board of Directors of the Association shall consist of 3 Members. The term of each Board member shall be 3 years with staggered terms such that each year, one board member's term expires. Board members shall be elected by a majority vote of the Members.

- A. Authority and Duties of Board. Pursuant to the powers and authority vested in it by Wyoming law and the Governing Instruments, the Board shall be responsible for the hiring of employees or contractors, the enforcement and administration of this Declaration, shall contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer this Declaration.
- B. Meetings. The Board shall call and conduct an annual meeting of all Owners, at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the Owners, and shall meet as necessary from time to time to administer this Declaration. The Board shall

provide Owners with at least 30 days' notice prior to an annual meeting. The Board is also authorized to call special meetings.

- C. Limitation of Liability. No Board Member shall be liable to any party for any action or inaction with respect to any provisions of this Declaration, provided that such Board Member has acted in good faith. No member of the Board shall have any personal liability to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association, so long as the Board member has acted in good faith.

Section 3. Insurance. The Association is authorized to obtain and maintain insurance coverage on the Common Road, Common Utilities, Parking Area, and any other areas, improvements or infrastructure it is responsible for maintaining for the benefit of its Members, in amounts and form deemed appropriate by the Board. Any insurance obtained shall be from a company or companies authorized to do business in Wyoming. The costs and expenses of such insurance shall be a Common Expense.

Article VI – Architectural Control and Design Guidelines

Section 1. Approval of Exterior Improvements. Prior to Declarant Termination, no improvement shall be constructed or reconstructed on a Lot until the plans and specifications have been approved in writing by Declarant. After Declarant Termination, no prior approval by the Declarant or Association is necessary for improvements or construction on a Lot. In order to obtain approval for any improvements on a Lot by Declarant, Owners must submit all plans and specifications required by Declarant, which plans and specifications must, at a minimum, include (i) renderings of the proposed structure, (ii) height of the proposed structure, (iii) a detailed description of the exterior materials to be used on the structure, (iv) a landscaping plan, and (v) a site plan showing the location of the proposed structure on the Lot. Declarant shall, utilizing reasonable discretion, determine if the construction or reconstruction plans are in harmony with surrounding structures and comply with this Declaration. Declarant shall have 45 days from the date the plans and specifications are submitted to approve or deny the same. If Declarant fails to respond to a submittal within 45 days of submittal to Declarant, the plans and specifications shall be deemed approved. If Declarant denies the plans or specifications, an Owner shall be permitted to resubmit revised plans and specifications to Declarant.

Article VII— General Provisions

Section 1. Violations-Enforcement-Costs. The Association or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. Indemnification. The Declarant and Association shall be indemnified from all costs related to any claim against the Declarant for its actions arising under this Declaration.

The Costs shall include all costs to indemnify the Declarant or the Association and its officers and Board, their agents, successors and assigns, 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.

Section 3. Joint and Several Liability. In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 4. Approvals And Variances. Whenever a variance is requested by an Owner, the Association is authorized to grant variances from any provision within this Declaration in cases of special circumstances, practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Lots 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 this Declaration to achieve the desired effect sought by the variance.

Section 5. 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.

Section 6. Headings. Headings are for convenience and informational purposes only.

Section 7. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Declarant prior to the Declarant Termination. After Declarant Termination, this Declaration may be amended by 4 of the 5 Lot Owners. Any amendment to this Declaration, or any subsequent supplements thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 8. Binding Effect. This Declaration shall run with and bind the Property, and bind all present and future Lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such Lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 9. Duration. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

Section 10. Reserved Rights of Declarant. The following rights are hereby reserved for the benefit of Declarant until Declarant Termination: (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Road, Common Utilities, Parking Area, and Sewer Easement, and to grant easements over, under and through the Common Road, Common Utilities, Parking Area and Sewer Easement to utility companies or others persons as necessary to complete development of the Property; (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 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 as necessary to exercise Declarant's reserved rights; (v) to annex additional property into the Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (vi) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission.

For purposes of annexing additional property into the Subdivision and making necessary adjustments to the Declaration to reflect such annexation, all of the Owners hereby, and by acceptance of deed for a Lot hereafter, irrevocably appoint the Declarant their attorney-in-fact for purposes 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 Owner shall remain effective and valid until Declarant Termination and each Owner, by acceptance of a deed for such Owner's Lot shall be deemed to consent to and ratify such appointment and as necessary to appoint Declarant as such Owner's attorney-in-fact for the purposes set forth herein.

Nothing contained in this Declaration shall in any way limit, restrict or prohibit the Declarant's right and ability to fully develop the Property.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant to be effective when recorded with the Clerk of Teton County, Wyoming.

[Remainder of Page Intentionally Left Blank—Signatures to Follow]

Declarant:

Bluffs Development Group, LLC, a Wyoming limited liability company

By:

Its:

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____ for Bluffs Development Group, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Notary Public

Exhibit A
[Attached]

NYDAHL FAMILY TRUST
BK944P980-981
DOC. 0926812

ELIZABETH L. KINGWILL
BK899P850-852
DOC. 0886175

TIMOTHY S. BOHAN
BK899P850-852
DOC. 0886175

WAYBROAD LLC
BK834P633-635
DOC. 0830430

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

DETAIL A

SNOW STORAGE AREA
±400 SF

VARIABLE WIDTH
(PRIVATE) ROADWAY
AND UTILITY EASEMENT
(COMMON ROAD)

BLUFFS DRIVE

BUDGE DRIVE

KOJAK, LLC
PLAT 1279

HANSEN &
HANSEN, LLP
BK774P944-945
DOC. 0788174

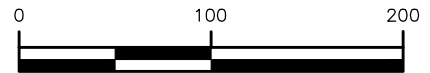
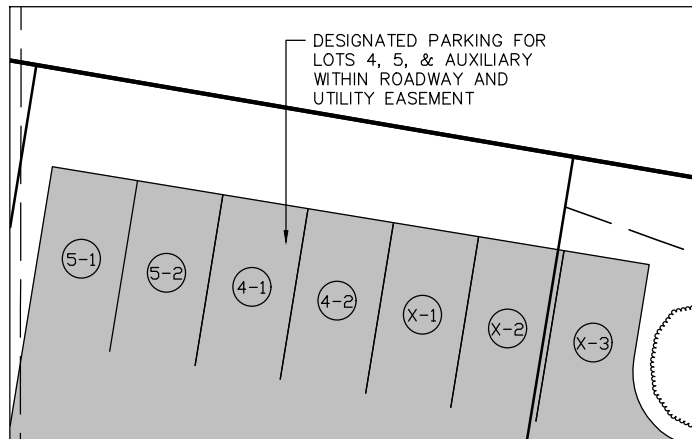
MICHAEL &
VALERIE L. ADAMS
DOC. 0979933

TIM B. SANDLIN &
CAROL J. CHESNEY
DOC. 0699089

KOJAK, LLC
PLAT 1309

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

DETAIL A



SCALE: 1 INCH = 100 FEET
THIS SCALE VALID ONLY FOR 8x11 PRINTS

LEGEND

- sixteenth sectional subdivision line
- boundary, this subdivision
- boundary, lot within this subdivision
- boundary, adjoining property
- - - - - boundary, easement, as noted

EXHIBIT A TO ACCOMPANY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON

LOCATED WITHIN
S1/2NE1/4 SECTION 32
T41N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

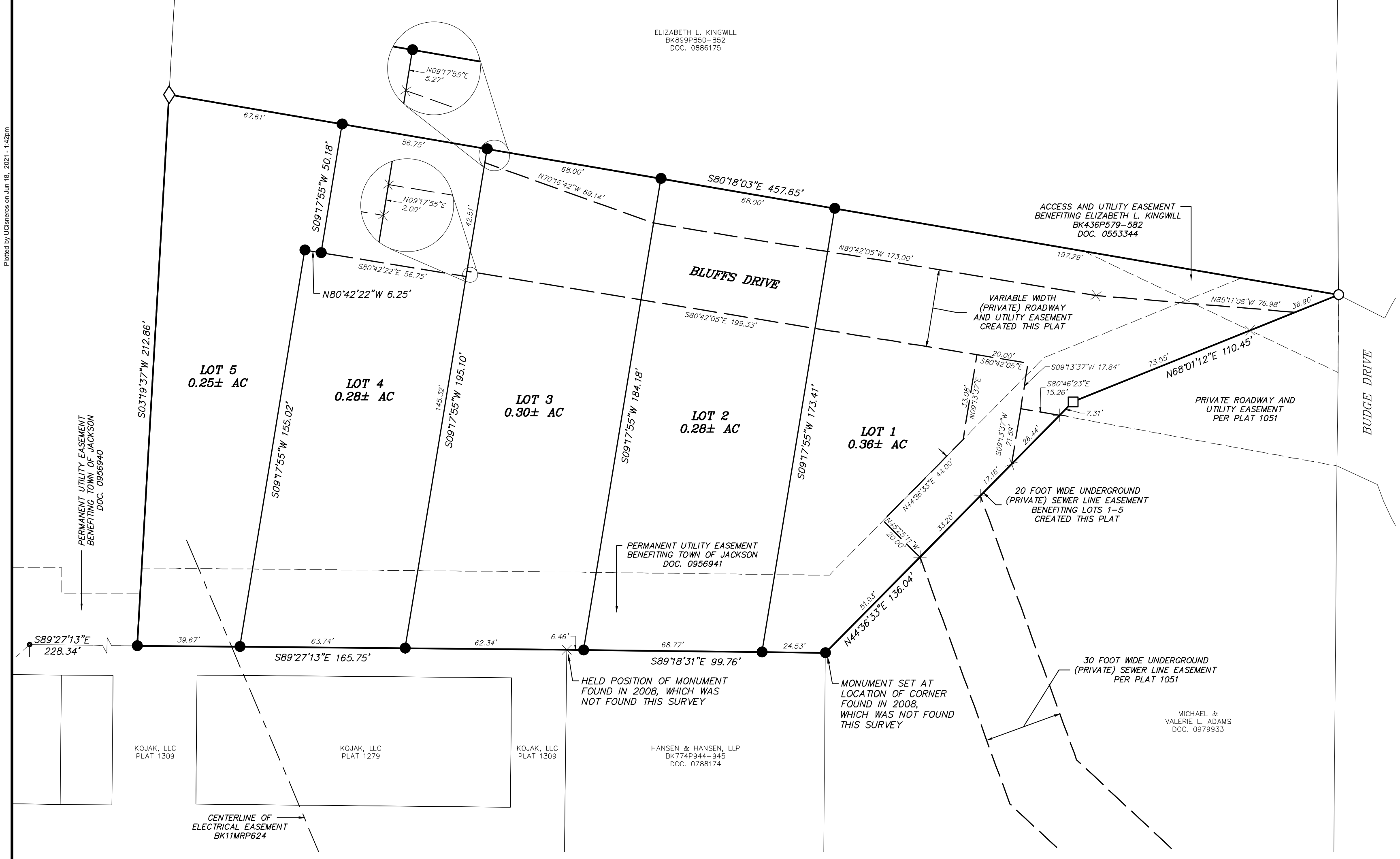


JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: UC

MAP PREPARED: 6/18/2021

PROJECT NUMBER: 16092



- LEGEND**
- ◇ T-stake with chrome cap inscribed "PE & LS 2612"
 - 5/8" diameter reinforcing steel bar with 2-1/2" diameter aluminum cap inscribed "TODD CEDARNOLM PLS 6447" recovered this survey
 - 5/8" diameter reinforcing steel bar with 1" diameter aluminum cap inscribed "NELSON ENGR PLS 578" with other illegible markings recovered this survey
 - 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002" to be set
 - 5/8" diameter reinforcing bar with no cap
 - × no monument found or placed, show for clarity only
 - sixteenth sectional subdivision line
 - boundary, this subdivision
 - boundary, lot within this subdivision
 - boundary, adjoining property
 - boundary, easement, as noted
 - boundary, record easement, as noted
 - centerline, easement, as noted

ACKNOWLEDGEMENT OF MORTGAGEE
Consent of Mortgagee, _____, by separate affidavit recorded concurrently with this plat.

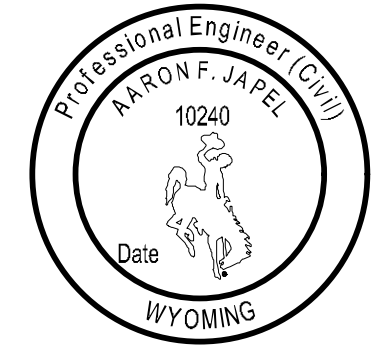
NOTES
THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.
BLUFFS SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM VIA PRIVATE SEWER EASEMENTS TO BE RECORDED CONCURRENTLY WITH THIS PLAT.
BLUFFS SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER.
NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.
NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
ALL HABITABLE STRUCTURES WILL HAVE A FIRE SPRINKLER SYSTEM AS LONG AS THE PRIVATE ROAD REMAINS WITHOUT A COMPLIANT FIRE TURNAROUND.
BASIS OF BEARING IS WYOMING STATE PLANT COORDINATES, WEST ZONE WITH AN AVERAGE CONVERGENCE ANGLE OF -0°29'03".
COORDINATES ARE SCALED TO GROUND WITH AN AVERAGE COMBINED SCALE FACTOR OF 1.0003198773.

WATER RIGHTS NOTES
SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.
WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.
ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

CERTIFICATE OF OWNER
The undersigned, acting for and on behalf of the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 1 of this plat, do hereby certify:
that the name of this subdivision shall be BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON;
that the lands contained within said BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owner;
that Lot 1 of Crystal Valley Subdivision is hereby vacated and the County Clerk is requested to indicate so on Plat No. 1051;
that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Development Plan P20-009 as approved by the Town Council on the 20th day of July, 2020 and subsequent amendments thereto;
that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Bluffs First Addition to the Town of Jackson recorded on the same day as this plat;
that this subdivision shall continue to benefit from those easements and grants shown and described on that plat titled Crystal Valley Addition to the town of Jackson, recorded on June 24, 2002 in the Office of the Teton County Clerk as Plat 1051, including without limitation the "30 foot wide underground (private) sewer line easement" and the "(private) roadway utility easement", both of which run across Lot 2 on Plat 1051;
that the variable width (private) roadway and utility easement shown hereon is hereby dedicated to the owners of lots within this subdivision, their guests, licensees, invitees, and tenants, as easement to serve the lots of this subdivision;
that the 20 foot wide underground (private) sewer line easement shown hereon is hereby dedicated to the owners of lots within this subdivision, their guests, licensees, invitees, and tenants, as easement to serve the lots of this subdivision;
that this subdivision is SUBJECT TO the following instruments of record in the Office the Clerk of Teton County, Wyoming:
that electrical distribution easement recorded in Book 11 of Mixed Records, Page 624;
that grant of easement recorded in Book 436 of Photo, Pages 579-582;
the terms, conditions, easements and reservations contained in that Corrective Conveyance Deed in Book 947 of Photo, Pages 474-475;
that permanent utility easement granted to the Town of Jackson recorded in Document 0956941;
that Bluffs Drive is a private road that will be maintained by the Bluffs Homeowners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;
that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;
that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;
Bluffs Development Group, LLC
a Wyoming limited liability company
Signature by separate affidavit.



CERTIFICATE OF ENGINEER
State of Wyoming)
County of Teton) SS
I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.



Aaron F. Japel
Wyoming P.E. 10240
The foregoing instrument was acknowledged before me by Aaron F. Japel this _____ day of _____ 2021.
WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR
State of Wyoming)
County of Teton) SS
I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, Inc. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by others under my direction from December 2018 to July 2020 and from records in the Office of the Clerk of Teton County, Wyoming;
that this plat correctly represents BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, the boundary of which is identical with:
Lot 1 of the Crystal Valley Subdivision recorded as Plat No. 1051 in the Office of the Clerk of Teton County, Wyoming;
The above-described Lot contains an area of 1.47 acres, more or less.
BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owners and/or as shown on the detail map of this plat.



Matthew P. Gotham
Wyoming PLS 13002
The foregoing instrument was acknowledged before me by Matthew P. Gotham this _____ day of _____ 2021.
WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL
State of Wyoming)
County of Teton) SS
Town of Jackson)
Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____ 2021.

ATTEST: TOWN OF JACKSON
Sandra P. Birdshaw, Town Clerk Hailey Morton Levinson, Mayor
Brian T. Lenz, Engineer Paul Anthony, Planning Director

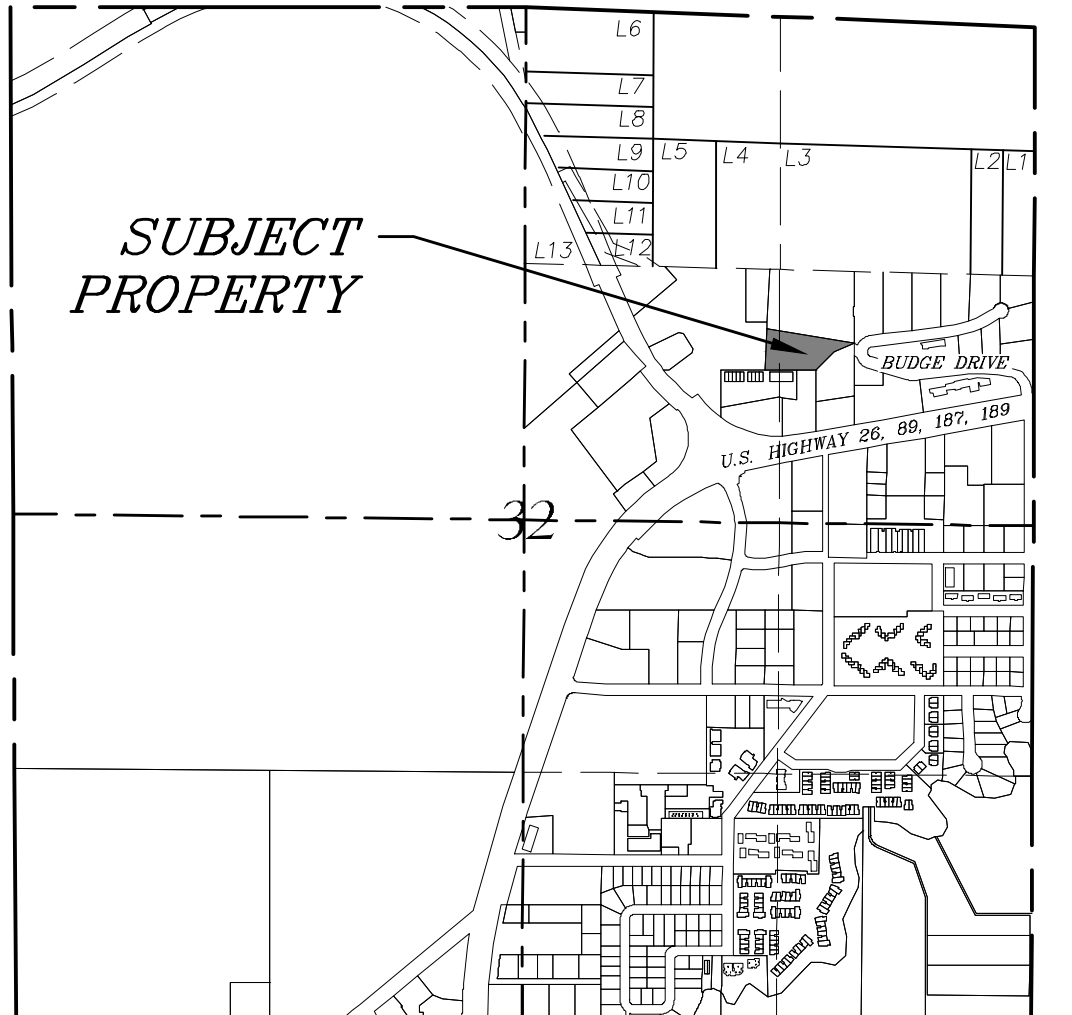
The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this _____ day of _____ 2021.
WITNESS my hand and official seal.

Notary Public
My commission expires:
The foregoing instrument was acknowledged before me by Sandy Birdshaw, Town Clerk, this ____ day of _____ 2021.
WITNESS my hand and official seal.

Notary Public
My commission expires:
The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ____ day of _____ 2021.
WITNESS my hand and official seal.

Notary Public
My commission expires:
The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this ____ day of _____ 2021.
WITNESS my hand and official seal.

Notary Public
My commission expires:



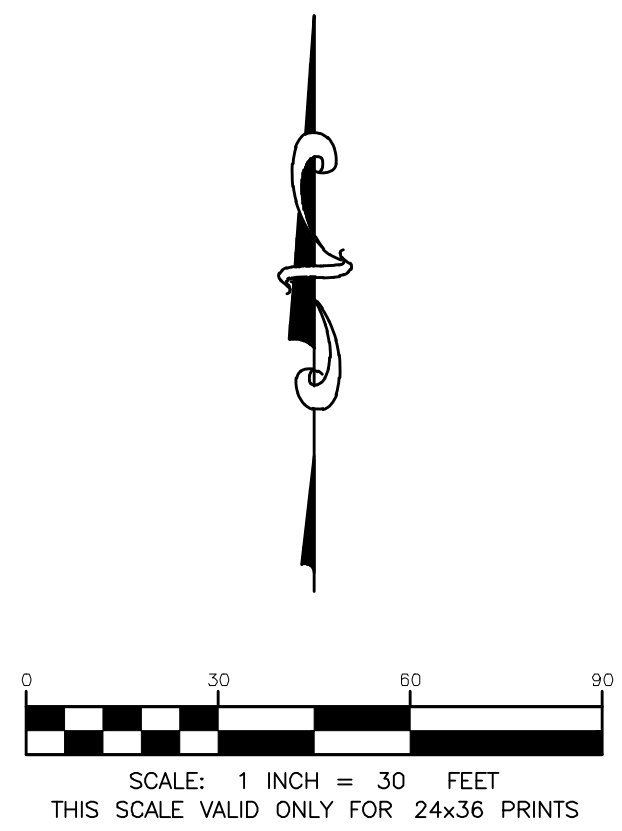
VICINITY MAP
SHOWING
Section 32
T41N, R116W, 6th P.M.
SCALE 1"=1000'

LAND USE SUMMARY
TOTAL AREA: 1.47± Acres
5 TOTAL LOTS: 5 Single-Family Residential (Lots 1-5)

SURVEYOR & ENGINEER
Jorgensen Associates, Inc.
P.O. Box 9550
Jackson, WY 83302
307-733-5150

OWNER & SUBDIVIDER
Bluffs Development Group, LLC
P.O. Box 551
Jackson, Wyoming 83001

PREPARATION DATE: June 18, 2021
REVISION DATE:



BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON

LOCATED WITHIN THE
S1/2NE1/4 Section 32
T41N, R116W, 6th P.M.
Teton County, Wyoming
Sheet 1 of 1



August 4, 2021

Tyler Valentine, Senior Planner
Town Of Jackson Planning Department
150 E Pearl Avenue
P.O. Box 1687
Jackson, WY 83001

**RE: Summary of Changes to Subdivision Plat and Addressed Review Comments for The Bluffs
P21-15, 984 Budge Drive, Jackson, WY,**

Tyler,

Enclosed please find our summary of changes to the plat for the Bluffs First Addition to the Town of Jackson and response to comments from the technical review committee.

County Clerks:

1. *The certificate of approval the old Town Clerk, Town Mayor are still listed.*
Current Town Clerks and Mayor have been added.

Engineering:

1. *Prior to issuance of a grading or building permit the existing private sewer line must be permitted as a collection main by the Wyoming DEQ and a Wyoming DEQ notice of coverage of permit must be provided to the Town Engineer. Should the Wyoming DEQ not permit the line as a collection main another acceptable sewer collection system must be approved and permitted. According to Nelson Engineering this was previously designed to meet the regulations at that time. Based on our field inspections which includes internal camera inspection, we have no reason to believe that this sewer would not meet the requirements needed by DEQ at this time. An addendum to the previously submitted WYDEQ Permit to Construct is currently being prepared and will shared with TOJ Public Work as soon as possible.*
2. *Provide an exhibit or plan of the existing sewer line showing its location within its easements. See the attached PDF titled "16092_Sewer Agreement Exhibit".*
3. *If the sewer line is not located according to the recorded instrument, then an instrument must be recorded or modified, and/or the sewer line relocated to within the granted easement. All sewer line easements are complete and have been submitted under separate cover to TOJ Public Works. These will be signed and recorded concurrently with Plat.*
4. *Prior to platting, existing overhead power and utilities shall be relocated and buried to the extent possible. If relocation is not feasible, vertical separation easements agreed to by the*



utilities must be recorded. Overhead power and utilities will be relocated before Plat is recorded.

5. *Provide a Draft PDF of the Plat prior to the Mylar copy for review. See the attached updated plat.*
6. *Provide information on size, material, slopes, structures, cleanouts, solids retention, etc. to show compliance with current regulations and standards. See #1 response*
7. *Third party review of the geotechnical reports has been commissioned and approval of the analysis and recommendations is required. We have been informed by TOJ Public Works that this requirement is no longer required and was met at DEV & CUP approval.*
8. *Correct the Town of Jackson Certificate of Approval for proper Town Clerk and Mayor. Complete*
9. *Move private sewer easement statement to Owner Certificate. Note was duplicated within Certificate of Owner.*
10. *Add a statement for, NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM. Complete*
11. *The water connection is to the "TOWN OF JACKSON WATER DISTRIBUTION SYSTEM". Complete*
12. *Add a statement for, NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM. Complete*
13. *Add Seismic Zone fault line statement to state that there is or is not a fault line on the property. Refer to LDR 5.4.3.B for more information. Complete*
14. *Revise Crystal Valley Addition to the town of Jackson with UPPER CASE letters. Complete*
15. *Add a statement that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson. Complete*
16. *Add a statement that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles. Complete*
17. *Add a statement recognizing the SIA agreement. The SIA agreement will be contingent with the plat. Complete*
18. *Add a statement that says: "This Subdivision Plat is subject to the previously approved Development Plan (P20-009) and Hillside Conditional Use Permit (P20-010)". Complete*



Planning:

1. *Under the Certificate of Owner, there should be a statement that says: "This Subdivision Plat is subject to the previously approved Development Plan (P20-009) and Hillside Conditional Use Permit (P20-010)".* **Complete**

Title 22 Consultants:

1. *Title report should be updated by the title company prior to the recordation of the Plat.* **See the attached PDF titled "16092_O&E Report".**
2. *Legal access is not addressed on the Plat, but it appears to be via Budge Drive to a private easement across Lot 2 Crystal Valley Addition, as "dedicated" on Plat 1051.* **Statement has been added to Certificate of Owner.**
3. *The title commitment cites Instrument 095690, which is not shown on the Plat. We agree with the surveyor that this does not burden the subject land and should not be shown on the Plat.* **The easement described in Instrument 095690 is shown just west of the subject land, but it is not mentioned within the Certificate of Owner.**
4. *Within the Certificate of Mortgagee, please fill in the blank to reference "Wells Fargo Bank, National Association".* **The Mortgagee will change prior to recordation of the Plat. The blank space is to accommodate this change. Acknowledgement by the Mortgagee will occur by separate affidavit.**
5. *The Certificate of Owner states that the subdivision is subject to "the terms, conditions, easements and reservations" as contained in that Deed at Book 947 of Photo, Page 474. This is not cited in the title commitment, and we do not see why this should be cited. Please delete the reference to this document.* **Statement has been removed.**
6. *Within the Certificate of Approval please change the acknowledgement referencing "Pete Muldoon" to "Hailey Morton Levinson" and the acknowledgement referencing "Sandy Birdyshaw" to Sandra P. Birdyshaw".* **Hailey Morton Levinson has been added the acknowledgment. Lynsey Lenamond is the current Town Clerk and has been added to the acknowledgment.**
7. *In the lower right-hand corner of the plat, please add "Identical with Lot 1 of the Crystal Valley Addition" to the caption.* **Text has been added to the caption.**
8. *Legal access appears to be dependent on that private road dedication benefitting Lot 1 across Lot 2 of Crystal Valley Addition as set forth on Plat 1051.*



However, Lot 1 was a single-family residential lot at the time of this dedication, and the plat does not appear to reference that it would be further subdivided.

*Does subdividing Lot 1 as proposed constitute an overburdening of the easement across Lot 2? Please have legal counsel review this matter, and determine if further grants are needed from the fee owner of Lot 2. **No. Access was granted to all lots in the subdivision on the original plat and no restriction on use or further subdivision is written or implied,***

- 9. The "Notes" section on the lower left hand corner of the proposed plat states that all habitable structures will have a fire sprinkler system as long as the private road remains without a complete fire turnaround.*

*As most prospective owners do not review the "fine print" on the plat, perhaps this should be included in the Declaration of Covenants, which many potential owners do actually read. **Noted for the owner's Attorney to consider.***

- 10. The Bluffs Homeowners Association does not yet appear to have been formed with the Wyoming Secretary of State. **This will be created concurrently with recording the plat.***

On Sight Land Surveyors, Inc.:

- 1. The plat title should include a reference to the former property description; ie: Crystal Valley Addition Lot 1. **Text has been added to the caption.***
- 2. The preparation date should be drawn in a font that will be legible in a scan. **Text for preparation date has been enlarged to be legible in a scan.***
- 3. In the legend, PLS 6447's name is spelled incorrectly. **Name on legend has been updated.***
- 4. A description of the legal access from the subject property to a public street should be added to the COO. **Statement has been added the Certificate of Owner.***
- 5. The easement lines for Bluffs Drive should show partial distances across each lot and partial distances along each lot line. **Complete but only on the lands encompassed by this plat***
- 6. The Permanent Utility Easement as depicted on the plat is inconsistent with the easement described in document 0956941. **Linework for easement document in Instrument 0956941 has been updated.***



7. *The easement lines for the Town of Jackson Permanent Utility Easement should show partial distances across each lot and partial distances along each lot line. **Complete***
8. *The access easement benefitting Elizabeth Kingwill should be completely and entirely annotated.
Complete but only on the lands encompassed by this plat.*
9. *The access easement from Budge Drive to the subject property across the Adams property should be completely and entirely annotated. **Complete but only on the lands encompassed by this plat.***
10. *Within the Certificate of Approval:*
 - a. *The Town Clerk name is incorrect.
Town Clerk's name has been corrected.*
 - b. *In the Mayor's signature acknowledgement, the Mayors name is incorrect.
Mayor's name has been corrected.*
 - c. *In the Town Clerks' signature acknowledgement, the Clerk's name is incorrect.
Town Clerk's name has been corrected.*
11. *Direct ties (bearing and distance) to at least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements. **Acknowledged.** This will be completed on the final Mylar prior to recordation.*

Please call me if you have any question, or if you require any additional information.

Sincerely,
JORGENSEN ASSOCIATES, INC.

Brendan Schulte
Senior Project Manager

BLUFFS DEVELOPMENT GROUP, LLC
LOT 1
CRYSTAL VALLEY ADDITION
PLAT 1051
(984 BUDGE DRIVE)

MICHAEL & VALERIE L. ADAMS
LOT 2
CRYSTAL VALLEY ADDITION
PLAT 1051
(982 BUDGE DRIVE)

TIM B. SANDLIN & CAROL J. CHESNEY
PT. LOT 14
REPLAT OF HILLSIDE SUBDIVISION
DOC. NO. 0699089
(980 BUDGE DRIVE)

HANSEN &
HANSEN, LLP
ADJUSTED
PARCEL B
MAP T-35B
(1055 W.
BROADWAY
AVENUE)

FORMAN ASSOCIATES, LLC
PT. S1/2NE1/4 SEC. 32
(1035 WEST BROADWAY AVENUE)

BANK OF JACKSON HOLE LOT 13 &
PT. LOT 14
REPLAT OF HILLSIDE SUBDIVISION
DOC. NO. 0857050
(975 W. BROADWAY AVE.)

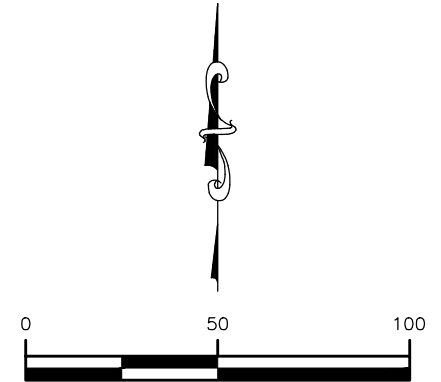
U.S. HIGHWAY 26, 89,
187, 189

LEGEND

- boundary, subject property
- boundary, adjoining property
- boundary, subject easement
- s 8 inch private sewer main
- subject easement

NOTES

The boundary of Lots 13 and 14 shown hereon is from record per the replat of the Hillside Subdivision, Plat No. 227 and per document No. 0857050, record in the office of the Clerk of Teton County, Wyoming.



SCALE: 1 INCH = 50 FEET
THIS SCALE VALID ONLY FOR 8.5x14 PRINTS

ILLUSTRATIVE MAP SHOWING SEWER EASEMENT BENEFITING LOT 1 AND LOT 2, CRYSTAL VALLEY ADDITION PLAT 1051

LOCATED WITHIN
PT. S1/2NE1/4, SEC. 32,
T.41N., R.116W., 6th P.M.
JACKSON, WYOMING

EXHIBIT A
PAGE 2 OF 2

P.O.B.

PREPARED BY: UC

MAP PREPARED: 7/28/2021

PROJECT NUMBER: 16092

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Fodor Law Office, PC
120 East Pearl Avenue
Jackson, WY 83001
(307)733-2880

Report No.: W-25632
Effective Date: June 4, 2021
Current Date: June 18, 2021
Cost: \$250.00

Project Reference:

Property Address: 984 Budge Drive, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Bluffs Development Group, LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 24, 2002 as Plat No. 1051.

PIDN: 22-41-16-32-1-07-001

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2021, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

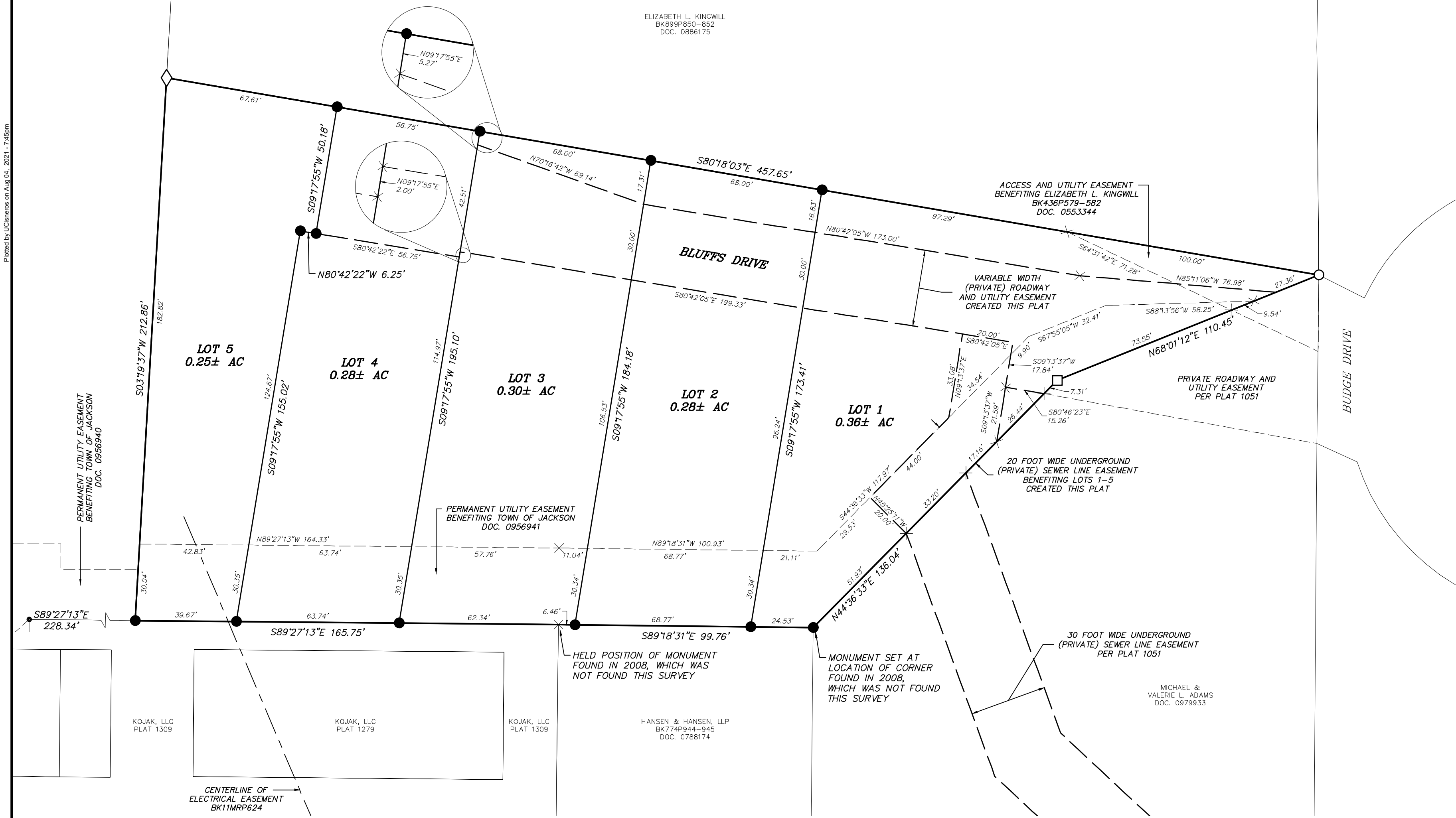
Taxes, special and general, assessment districts and service areas, for the year 2020. Parcel No. OJ-005676.

1st Installment: \$3,746.93 PAID

2nd Installment: \$3,746.92 PAID

2. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded June 27, 1968, as (book) 11 of mixed records (page) 624, Official Records.
[B11P624](#)
3. Record of Survey recorded March 4, 1993, as (book) T-34B (page) 0, Official Records.
[Survey T-34B](#)
4. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Elizabeth L. Kingwill in a document recorded October 9, 2001, as (book) 436 (page) 579, Official Records:
Purpose: ROADWAY AND UTILITIES
[B436P579](#)
5. All matters as delineated on the Official Plat of Crystal Valley 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. 1051.
[Plat 1051](#)
6. An easement by and between WAYBROAD LLC, a Montana limited liability company and the Town of Jackson upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded September 20, 2018, as (instrument) 0956940, Official Records:
Purpose: permanent exclusive utility easement
[0956940](#)
7. An easement by and between Bluffs Development Group, LLC, a Wyoming limited liability company and the Town of Jackson upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded September 20, 2018, as (instrument) 0956941, Official Records:
Purpose: permanent exclusive utility easement
[0956941](#)
8. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$550,000.00, dated January 9, 2019, recorded January 10, 2019, as (instrument) 0963075, Official Records.
Mortgagor: Bluffs Development Group, LLC, a Wyoming limited liability company
Mortgagee: Wells Fargo Bank, National Association

***** End of Encumbrances *****



LEGEND

- ◆ T-stake with chrome cap inscribed "PE & LS 2612"
- 5/8" diameter reinforcing steel bar with 2-1/2" diameter aluminum cap inscribed "TODD CEDARHOLM PLS 6447" recovered this survey
- 5/8" diameter reinforcing steel bar with 1" diameter aluminum cap inscribed "NELSON ENGR PLS 57B" with other illegible markings recovered this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002" to be set
- 5/8" diameter reinforcing bar with no cap
- ✕ no monument found or placed, show for clarity only
- - - - - sixteenth sectional subdivision line
- boundary, this subdivision
- boundary, lot within this subdivision
- boundary, adjoining property
- - - - - boundary, easement, as noted
- - - - - boundary, record easement, as noted
- - - - - centerline, easement, as noted

NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

BLUFFS SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEM VIA PRIVATE SEWER EASEMENTS TO BE RECORDED CONCURRENTLY WITH THIS PLAT.

BLUFFS SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER. NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM.

NO SEISMIC ZONE FAULT LINE EXISTS ON THE PROPERTY.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

ALL HABITABLE STRUCTURES WILL HAVE A FIRE SPRINKLER SYSTEM AS LONG AS THE PRIVATE ROAD REMAINS WITHOUT A COMPLIANT FIRE TURNAROUND.

BASIS OF BEARING IS WYOMING STATE PLANT COORDINATES, WEST ZONE WITH AN AVERAGE CONVERGENCE ANGLE OF -0°29'03".

COORDINATES ARE SCALED TO GROUND WITH AN AVERAGE COMBINED SCALE FACTOR OF 1.0003198773.

WATER RIGHTS NOTES

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDECTION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

ACKNOWLEDGEMENT OF MORTGAGEES

Consent of Mortgagee, _____, by separate affidavit recorded concurrently with this Plat.

CERTIFICATE OF OWNER

The undersigned, acting for and on behalf of the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 1 of this Plat, do hereby certify,

that the name of this subdivision shall be BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon, are hereby subdivided and that the foregoing subdivision of said lands as shown on this Plat is with the free consent and in accordance with the desires of said owner;

that Lot 1 of CRYSTAL VALLEY SUBDIVISION is hereby vacated and the County Clerk is requested to indicate so on Plat No. 1051;

that this subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Development Plan P20-009 and Hillside Conditional Use Permit P20-010 as approved by the Town Council on the 20th day of July, 2020 and subsequent amendments thereto;

that legal access to this subdivision is provided via Budge Drive to a private roadway and utility easement across Lot 2 of CRYSTAL VALLEY SUBDIVISION, as dedicated on Plat No. 1051;

that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Bluffs First Addition to the Town of Jackson recorded on the same day as this Plat;

that this subdivision is subject to a subdivision improvement agreement between Bluffs Development Group, LLC and the Town of Jackson, and that said subdivision improvement agreement to be recorded concurrent with this Plat;

that this subdivision shall continue to benefit from those easements and grants shown and described on that Plat titled CRYSTAL VALLEY ADDITION TO THE TOWN OF JACKSON, recorded on June 24, 2002 in the Office of the Teton County Clerk as Plat 1051, including without limitation the "30 foot wide underground (private) sewer line easement" and the "(private) roadway utility easement", both of which run across Lot 2 on Plat 1051;

that the variable width (private) roadway and utility easement shown hereon is hereby dedicated to the owners of lots within this subdivision, their guests, licensees, invitees, and tenants, as easement to serve the lots of this subdivision;

that this subdivision will connect with the town of Jackson sewage collection and treatment system via a 20 foot wide underground (private) sewer line easement created by this Plat, and that said easement shown hereon is hereby dedicated to the owners of lots within this subdivision, their guests, licensees, invitees, and tenants, as easement to serve the lots of this subdivision;

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this Plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights ranted by this Plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonable necessary and incidental to the completion of the development of the foregoing subdivision;

that this subdivision is SUBJECT TO the following instruments of record in the Office the Clerk of Teton County, Wyoming:

that electrical distribution easement recorded in Book 11 of Mixed Records, Page 624;

that grant of easement recorded in Book 436 of Photo, Pages 579-582;

that permanent utility easement granted to the Town of Jackson recorded in Document 0956941;

that Bluffs Drive is a private road that will be maintained by the Bluffs Homeowners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

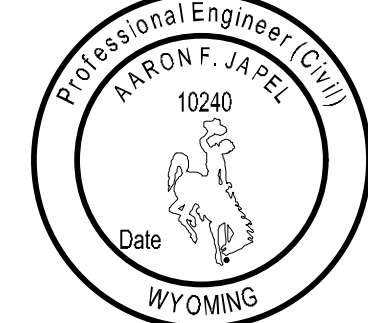
Bluffs Development Group, LLC
a Wyoming limited liability company

Signature by separate affidavit.

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton) SS

I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.



Aaron F. Japel
Wyoming P.E. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton) SS

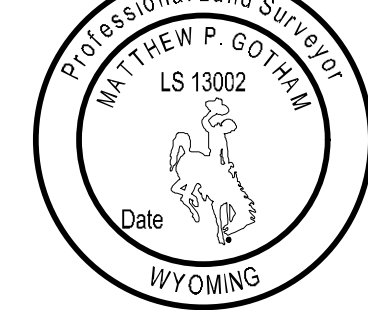
I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, Inc. of Jackson, Wyoming hereby certify that this Plat was made from data obtained during field surveys performed by others under my direction from December 2018 to July 2020 and from records in the Office of the Clerk of Teton County, Wyoming;

that this Plat correctly represents BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, the boundary of which is identical with:

Lot 1 of the CRYSTAL VALLEY SUBDIVISION recorded as Plat No. 1051 in the Office of the Clerk of Teton County, Wyoming;

The above-described Lot contains an area of 1.47 acres, more or less.

BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owners and shown on the detail map of this Plat.



Matthew P. Gotham
Wyoming PLS 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

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

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the _____ day of _____, 2021.

ATTEST: TOWN OF JACKSON

Lynsey Lenamond, Town Clerk

Hailey Morton Levinson, Mayor

Brian T. Lenz, Engineer

Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Lynsey Lenamond, Town Clerk, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ____ day of _____, 2021.

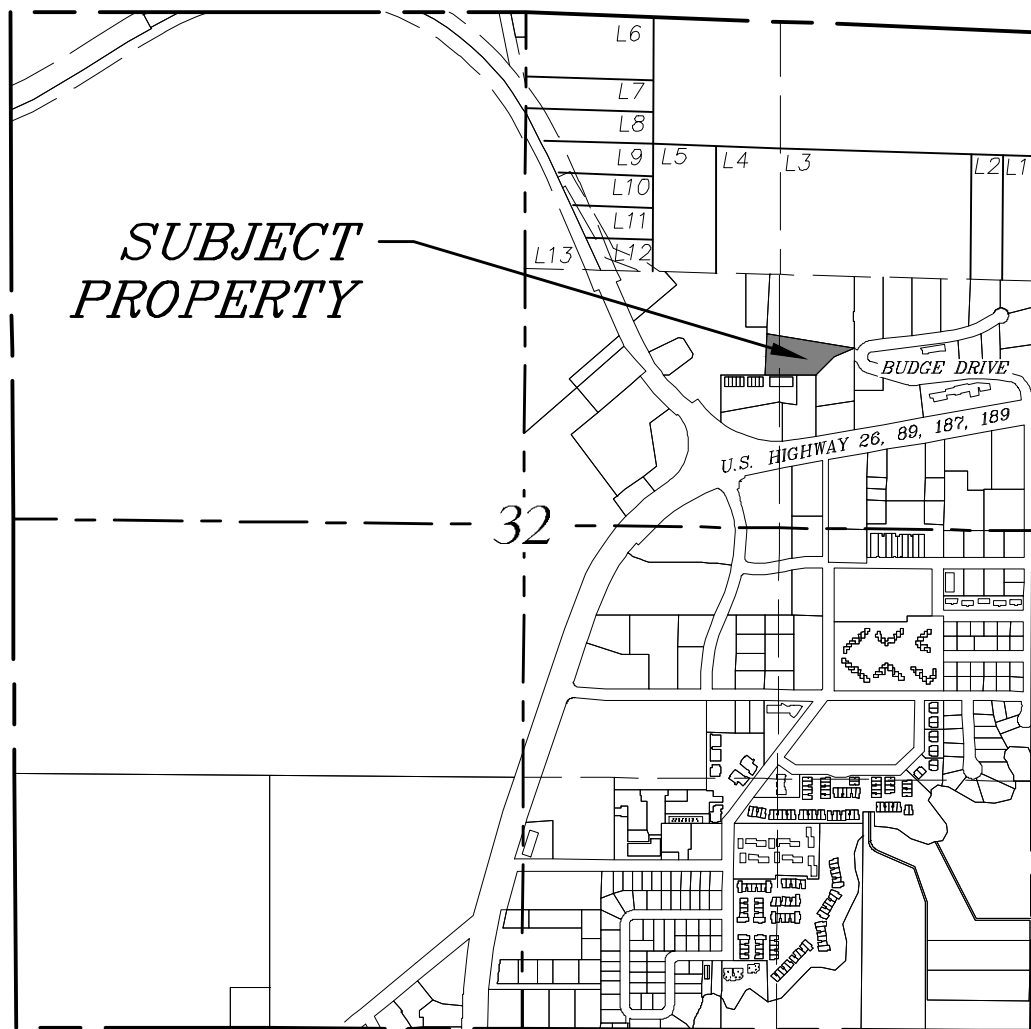
WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:



VICINITY MAP

SHOWING

Section 32

T41N, R116W, 6th P.M.

SCALE 1"=1000'

LAND USE SUMMARY

1.47± Acres
TOTAL AREA: 5 Single-Family
5 TOTAL LOTS: Residential (Lots 1-5)

SURVEYOR & ENGINEER

Jorgensen Associates, Inc.
P.O. Box 9550
Jackson, WY 83002
307-733-5150

OWNER & SUBDIVIDER

Bluffs Development Group, LLC
P.O. Box 551
Jackson, Wyoming 83001

PREPARATION DATE: August 4, 2021

REVISION DATE: _____



SCALE: 1 INCH = 30 FEET
THIS SCALE VALID ONLY FOR 24X36 PRINTS

BLUFFS FIRST ADDITION
TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 1 OF THE CRYSTAL VALLEY ADDITION

LOCATED WITHIN THE
S1/2NE1/4 Section 32
T41N, R116W, 6th P.M.
Teton County, Wyoming
Sheet 1 of 1



**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS**

DATE: 4/1/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Bluffs
2. LOCATION: 984 Budge Drive
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>4</u>		<u>0.08</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{0.08}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{8,000}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS**

DATE: 4/1/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Bluffs
2. LOCATION: 984 Budge Drive
3. PROJECT NUMBER: _____

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	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>4</u>		3.00	<u>12</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{12} \text{ TOTAL PROJECTED POPULATION } \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{0.108} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.108} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{10,800} \text{ CASH-IN-LIEU}$$

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

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 18, 158, 160, 163, 171, 179, 289, 300, 428, 502, 524, 526, 527, 528, 530, 542, 610, 798, 812, 870, 898, 942, 949, 1034, 1035, 1037, 1038, 1054, 1180, 1181 AND 1202; SECTION 2 OF ORDINANCE NOS. 18, 869 AND 871; SECTION 3 OF ORDINANCE NOS. 18 AND 171; SECTION 4 OF ORDINANCE NO. 18; SECTION 5 OF ORDINANCE NO. 18; SECTION 7 OF ORDINANCE NO. 18; SECTION 11 OF ORDINANCE NO. 289; SECTIONS 32, 33, 34, 35 AND 37 OF ORDINANCE NO. 162; SECTION 36 OF ORDINANCE NOS. 131 AND 162; AND SECTIONS 1.01.010, 1.01.030, 1.01.120, 1.04.010, 1.08.010, 1.12.010, 1.12.020, 1.16.010, 1.16.020, 1.16.030, 1.16.040, 1.16.050, 1.16.070, 1.18.010, 1.18.020, 1.18.030, 1.18.040, 1.18.050, 1.18.060, 1.18.070, and 1.18.08 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR 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:

SECTION I.

Section 1 of the Town of Jackson Ordinance Nos. 18, 158, 160, 163, 171, 179, 289, 300, 428, 502, 524, 526, 527, 528, 530, 542, 610, 798, 812, 870, 898, 942, 949, 1034, 1035, 1037, 1038, 1054, 1180, 1181 AND 1202; Section 2 of the Town of Jackson Ordinance Nos. 18, 869 AND 871; Section 3 of the Town of Jackson Ordinance Nos. 18 AND 171; Section 4 of the Town of Jackson Ordinance No. 18; Section 5 of the Town of Jackson Ordinance No. 18; Section 7 of the Town of Jackson Ordinance No. 18; Section 11 of the Town of Jackson Ordinance No. 289; Sections 32, 33, 34, 35 and 37 of Ordinance No. 162; Section 36 of the Town of Jackson Ordinance Nos. 131 and 162; and Sections 1.01.010, 1.01.030, 1.01.120, 1.04.010, 1.08.010, 1.12.010, 1.12.020, 1.16.010, 1.16.020, 1.16.030, 1.16.040, 1.16.050, 1.16.070, 1.18.010, 1.18.020, 1.18.030, 1.18.040, 1.18.050, 1.18.060, 1.18.070, and 1.18.080 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

Title 1

GENERAL PROVISIONS

Chapters:

1.01. CODE ADOPTION

1.04. GENERAL PROVISIONS

1.08. RIGHT OF ENTRY FOR INSPECTION

1.12. GENERAL PENALTY

1.16. MUNICIPAL JUDGE

1.18. ACTIONS FOR VIOLATIONS OF ORDINANCES

1.20. TOWN SEAL

Chapter 1.01
CODE ADOPTION

Sections:

- 1.01.010. Adoption.
- 1.01.020. Title--Citation--Reference.
- 1.01.030. Codification authority.
- 1.01.040. Ordinances passed prior to adoption of the Code.
- 1.01.050. Reference applies to all amendments to Municipal Code.
- 1.01.055. Reference applies to all amendments to Wyoming State Statutes.
- 1.01.060. Title, chapter and section headings.
- 1.01.070. Reference to specific ordinances.
- 1.01.080. Effect of Code on past actions and obligations.
- 1.01.090. Constitutionality.
- 1.01.100. Distribution and sale.
- 1.01.110. Effective date.
- 1.01.120. Fee schedules allowed to be changed by resolution subject to public hearing.

1.01.010. Adoption.

A. Pursuant to the provisions of Wyo. Stat. Ann. 15-1-103(xli), as amended, there is adopted the "Municipal Code of Jackson, Wyoming," as compiled, edited and published by Book Publishing Company, Seattle, Washington. (Ord.____, §____; Ord. 171 § 1, 1974.)

1.01.020. Title--Citation--Reference.

A. This Code shall be known as the "Municipal Code of Jackson" or the "Jackson Municipal Code," and it shall be sufficient to refer to said Code in such manner in the prosecution for the violation of any provision thereof or in any proceeding at law or equity. It shall be sufficient to designate any ordinance adding to, amending, correcting or repealing all or any part or portion thereof as an addition to, amendment to, correction or repeal of the "Municipal Code of Jackson" or the "Jackson Municipal Code." Further reference may be had to the titles, chapters, sections, subsections of the "Municipal Code of Jackson," hereinafter referred to as the "Code," and such references shall be applied to that numbered title, chapter, section or subsection as it appears in the Code. (Ord. 171 § 2, 1974.)

1.01.030. Codification authority.

A. This Code consists of all the regulatory and penal ordinances and certain of the administrative ordinances of the Town of Jackson, Wyoming, codified pursuant to the provisions of Wyo. Stat. Ann. 15-1-103(xli), as amended, all to be effective within the corporate limits of the Town, in the area within one-half mile of said corporate limits, including police power to enforce provisions of state criminal statutes and these municipal ordinances, and over all

places within five miles of said corporate limits for the enforcement of health, or quarantine ordinance and regulation thereof. The provisions of this Code shall apply outside the limits of the city to the maximum extent authorized by state law.

(Ord. _____, § ____; Ord. 898 § 1, 2008; Ord. 812 § 1, 2005; Ord. 171 § 3, 1974.)

1.01.040. Ordinances passed prior to adoption of the Code.

A. The last ordinance included in the initial code was Ordinance 164, passed November 20, 1973. The following ordinances passed subsequent to Ordinance 164, but prior to the adoption of this Code, are adopted and made a part of this Code: Ordinance 165, Ordinance 166, Ordinance 167, Ordinance 168 and Ordinance 169.

(Ord. 171 § 4, 1974.)

1.01.050. Reference applies to all amendments to Municipal Code.

A. Whenever a reference is made to this Code as the "Municipal Code of Jackson" or the "Jackson Municipal Code," or to any portion thereof, or to any ordinance of the Town, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

(Ord. 171 § 5, 1974.)

1.01.055. Reference applies to all amendments to Wyoming State Statutes.

A. Whenever a reference is made to the "Wyoming State Statute" or the "Wyoming State Statutes," or to any portion thereof, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

(Ord. 869 § 1, 2008.)

1.01.060. Title, chapter and section headings.

A. Title, chapter and section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any title, chapter or section hereof.

(Ord. 171 § 6, 1974.)

1.01.070. Reference to specific ordinances.

A. The provisions of this Code shall not in any manner affect matters of record which refer to, or are otherwise connected with, ordinances which are therein specifically designated by number, or otherwise, and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within this Code.

(Ord. 171 § 7, 1974.)

1.01.080. Effect of Code on past actions and obligations.

A. Neither the adoption of this Code nor the repeal or amendment hereby of any ordinance or part or portion of any ordinance of the Town shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license, fee or penalty at said effective date due and unpaid under such ordinances, nor be construed as affecting any of the

provisions of such ordinances relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violations thereof, nor to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed, or deposited pursuant to any ordinance, and all rights and obligations thereunder appertaining shall continue in full force and effect.

(Ord. 171 § 8, 1974.)

1.01.090. Constitutionality.

A. If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The Town Council declares that it would have passed this Code, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, and if for any reason this Code is declared invalid or unconstitutional, then the original ordinances shall be in full force and effect.

(Ord. 171 § 9, 1974.)

1.01.100. Distribution and sale.

A. The Town Council may, by resolution, provide for the distribution and sale of copies of the Code.

(Ord. 171 § 10, 1974.)

1.01.110. Effective date.

A. The Code shall become effective on the date the ordinance adopting this Code as the "Municipal Code of Jackson" becomes effective.

(Ord. 171 § 11, 1974.)

1.01.120. Fee schedules allowed to be changed by resolution subject to public hearing.

A. Wherever in this Code it is provided that fees, rates or charges are in the amount established by resolution or are as established by resolution, such resolution shall be subject to a public hearing at a regular or special meeting of the Town Council prior to the passage by the Town Council.

(Ord.____, §____; Ord. 942 § 1, 2009; Ord. 542 § 1, 1996; Ord. 502 § 1, 1995.)

Chapter 1.04

GENERAL PROVISIONS

Sections:

- 1.04.010. Definitions.
- 1.04.020. Grammatical interpretation.
- 1.04.030. Prohibited acts include causing and permitting.
- 1.04.040. Construction.

1.04.010. Definitions.

A. The following words and phrases whenever used in the ordinances of the Town of Jackson, Wyoming, shall be construed as defined in this section unless from the context a different meaning is intended or unless different meaning is specifically defined and more particularly directed to the use of such words or phrases:

1. *Town* means the Town of Jackson, Wyoming, or the area within the territorial limits of the Town of Jackson, Wyoming, and such territory outside of the Town over which the Town has jurisdiction or control by virtue of any constitutional or statutory provision.
2. *Computation of time* means the time within which an act is to be done. In computing any period of time prescribed or allowed, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is the filing of a paper, a day on which weather or other conditions have made the town offices inaccessible, in which event the period runs until the end of the next day which is not one of the aforementioned days. As used in this rule, the term "legal holiday" includes any day officially recognized as a legal holiday in this state by designation of the legislature, appointment as a holiday by the governor or the chief justice of the Wyoming Supreme Court, or any day designated as such by local officials.
3. *Council* means the Town Council of the Town of Jackson, Wyoming. The term "all its members" or "all councilmen" means the total number of councilmen provided by the general laws of the State of Wyoming.
4. *County* means the County of Teton, Wyoming.
5. *Law* denotes applicable federal law, the constitution and statutes of the State of Wyoming, the ordinances of the Town of Jackson, and when appropriate, any and all rules and regulations which may be promulgated thereunder.
6. *May* is permissive.
7. *Month* means a calendar month.
8. *Must* and *shall*, each, is mandatory.
9. *Oath* shall be construed to include an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."
10. *Ordinance* means a law of the Town; provided that a temporary or special law, administrative action, order or directive, may be in the form of a resolution.
11. *Owner*, applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

12. *Person* means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.
13. *Personal property* includes money, goods, chattels, things in action and evidences of debt.
14. *Preceding* and *following* mean next before and next after, respectively.
15. *Property* includes real and personal property.
16. *Real property* includes lands, tenements, and hereditaments.
17. *Sidewalk* means that portion of a street between the curb line and the adjacent property line intended for the use of pedestrians.
18. *State* means the State of Wyoming.
19. *Street* includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this Town which have been or may hereafter be designated in any law of this state.
20. *Tenant* and *occupant*, applied to a building or land, includes any person who occupies whole or a part of such building or land, whether alone or with others.
21. *Title of office*. Use of the title of any officer, employee, board or commission means that officer, employee, department, board or commission of the Town.
22. *Written* includes printed, typewritten, mimeographed or multigraphed.
23. *Year* means a calendar year.
24. All words and phrases shall be construed and understood according to the common and approved usage of the language; but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.
25. When an act is required by an ordinance the same being such that it may be done as well by an agent as by the principal, such requirement shall be construed as to include all such acts performed by an authorized agent.
26. *Town manager* means the person appointed Town Manager.

(Ord.____, §___; Ord. 869 § 2, 2008; Ord. 158 § 1, 1973.)

1.04.020. Grammatical interpretation.

- A. The following grammatical rules shall apply in the ordinances of the Town of Jackson, Wyoming:
 1. *Gender*. The masculine gender includes the feminine and neuter genders.
 2. *Singular and plural*. The singular number includes the plural and the plural includes the singular.
 3. *Tenses*. Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.
 4. *Use of words and phrases*. Words and phrases not specifically defined shall be construed according to the context and approved usage of the language.

(Ord. 158 § 2, 1973.)

1.04.030. Prohibited acts include causing and permitting.

- A. Whenever in the ordinances of the Town of Jackson any act or omission is made unlawful, it shall include

causing, allowing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.
(Ord. 158 § 3, 1973.)

1.04.040. Construction.

A. The provisions of the ordinances of the Town of Jackson, and all proceedings under them, are to be construed with a view to effect their objects and to promote justice.

(Ord. 158 § 4, 1973.)

First Reading

Chapter 1.08

RIGHT OF ENTRY

Sections:

1.08.010. Authority.

1.08.010. Authority.

A. Whenever necessary to make an inspection to enforce any ordinance, health or safety regime, permit, license, or registration, or whenever there is probable cause to believe there exists a violation of any ordinance, health or safety regime, permit, license, or registration in any building or upon any premises within the jurisdiction of the Town, any authorized officials of the Town may, upon presentation of proper credentials, enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon them; provided that, except in emergency situations or when consent of the owner and/or occupant to the entry has been otherwise obtained, they shall give the owner and/or occupant, if they can be located after reasonable effort, 24 hours' written notice of the authorized official's intention to enter.

(Ord.____, §__; Ord. 163 § 1, 1973.)

Chapter 1.12

GENERAL PENALTY

Sections:

1.12.010. Penalty for violations.

1.12.020. Probation.

1.12.010. Penalty for violations.

A. No person shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person who violates any of the provisions of the ordinances of the Town shall be guilty of a misdemeanor and punished by a fine of not more than \$750.00.

B. Repealed.

C. Each person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the Town is committed, continued or permitted by any such person, or for each separate offense committed, or for parking limitations for each additional limited period of time for which the violation is continued, and s/he shall be punished accordingly.

(Ord.____, §____; Ord. 1202 § 1, 2018; Ord. 428 § 1, 1991; Ord. 289 § 1, 1982; Ord. 160 § 1, 1973.)

1.12.020. Probation.

A. Probation may be imposed for any municipal ordinance conviction or plea agreement pursuant to Wyoming law.

(Ord.____, §____; Ord. 1034 § 1, 2013; Ord. 949 § 1, 2009.)

Chapter 1.16

MUNICIPAL JUDGE

Sections:

- 1.16.010. Office created; Qualifications.
- 1.16.020. Bond schedule authorized.
- 1.16.030. Appeals from judgment or sentence. Repealed.
- 1.16.040. Disposition of fines and penalties. Repealed.
- 1.16.050. Monthly report. Repealed.
- 1.16.070. Judgment to include costs. Repealed.

1.16.010. Office created; Qualifications.

- A. The office of municipal judge is created in the Town.
- B. Such municipal judge may, from time to time, be appointed as a hearing officer pursuant to the Town of Jackson Contested Case Rules for administrative cases and in said role has jurisdiction to hear all contested cases arising within the Town and the authority set forth in the Town of Jackson Contested Case Rules
- C. The Mayor, with the advice and consent of the Town Council, shall have the authority to appoint alternate judges and all such alternate municipal judges, as with the Municipal Judge, shall be qualified electors of Teton County, Wyoming.
- D. Every municipal judge of the Town of Jackson shall:
 - 1. Be an active member of the Wyoming State Bar in good standing for at least five years prior to appointment; and
 - 2. Be free from any discipline by any State Bar or State Supreme Court for a period of five years prior to appointment; and
 - 3. Successfully complete an employment screening.

(Ord.____, §____; Ord. 1180 § 1, 2017; Ord. 870 § 1, 2008; Ord. 526 § 1, 1996; Ord. 300 § 1, 1983; Ord. 18 § 1, 1926.)

1.16.020. Bond schedule authorized.

- A. Repealed.
- B. The Municipal Judge may designate specified offenses of this Town in respect to which payment of fines may be accepted by paying the amount designated without appearance before the Municipal Judge, and shall specify by suitable schedules the amount of such fines, provided such fines are within the limits declared by law or ordinance.

(Ord.____, §____; Ord. 1180 § 1, 2017; Ord. 870 § 1, 2008; Ord. 798 § 1, 2005; Ord. 527 § 1, 1996; Ord. 179 § 1, 1975; Ord. 18 § 2, 1926.)

1.16.030. Appeals from judgment or sentence. Repealed.

(Ord.____, §____; Ord. 870 § 1, 2008; Ord. 18 § 3, 1926.)

1.16.040. Disposition of fines and penalties. Repealed.

(Ord.____, §___; Ord. 870 § 1, 2008; Ord. 524 § 1, 1996; Ord. 18 § 4, 1926.)

1.16.050. Monthly report. Repealed

(Ord.____, §___; Ord. 1180 § 1, 2017; Ord. 870 § 1, 2008; Ord. 528 § 1, 1996; Ord. 18 § 5, 1926.)

1.16.070. Judgment to include costs. Repealed.

(Ord.____, §___; Ord. 870 § 1, 2008; Ord. 530 § 1, 1996; Ord. 18 § 7, 1926.)

First Reading

Chapter 1.18

ACTIONS FOR VIOLATIONS OF ORDINANCES

Sections:

1.18.010. How commenced.

1.18.020. Duty of municipal judge.

1.18.030. Warrant issuance. Repealed

1.18.040. Persons arrested – Admission to bail. Repealed.

1.18.050. Trial before municipal judge. Repealed.

1.18.060. Penalty for Violations. Repealed.

1.18.070. Failure to appear.

1.18.080. Administrative fees assessed in municipal court; court costs assessed in municipal court.

1.18.010. How commenced; Proceed.

A. Criminal actions in Municipal Court shall be commenced and proceed pursuant to the Wyoming Rules of Criminal Procedure.

B. Administrative actions for violations of ordinances may be commenced in accordance with the procedures set forth in the Town of Jackson Contested Case Rules.

(Ord.____, §____; Ord. 1181 § 1, 2017; Ord. 871 § 2, 2008; Ord. 162 § 33, 1973.)

1.18.020. Duty of municipal judge.

A. The Municipal Judge shall keep dockets, papers, files, and all associated court records, electronic or otherwise, in a manner and state compliant with state law, the rules of judicial ethics, and Wyoming Supreme Court rules.

(Ord.____, §____; Ord. 1181 § 1, 2017; Ord. 871 § 2, 2008; Ord. 162 § 34, 1973.)

1.18.030. Warrant issuance. Repealed.

(Ord.____, §____; Ord. 1181 § 1, 2017; Ord. 871 § 2, 2008; Ord. 162 § 35, 1973.)

1.18.040. Persons arrested – Admission to bail. Repealed.

(Ord.____, §____; Ord. 1037 § 1, 2013; Ord. 871 § 2, 2008; Ord. 289 § 11, 1982; Ord. 162 § 36, 1973.)

1.18.050. Trial before municipal judge. Repealed.

(Ord.____, §____; Ord. 1035 § 1, 2013; Ord. 871 § 2, 2008;; Ord. 162 § 37, 1973.)

1.18.060. Penalty for Violations. Repealed.

(Ord.____, §____; Ord. 1035 § 1, 2013; Ord. 871 § 2, 2008; Ord. 162 § 32, 1973.)

1.18.070. Failure to appear.

- A. Repealed
- B. Any person charged with violating any provisions of this Code, who fails to appear in Municipal Court as scheduled, after:
 - 1. Signing a written promise to appear on the date scheduled;
 - 2. Executing an appearance bond guaranteeing a court appearance on the date indicated;
 - 3. Requesting and obtaining from the Court a continuance to another date;
 - 4. Being served (personally or by certified mail) with a summons to appear or a must appear citation; or
 - 5. Having been ordered to appear in Municipal Court;

is guilty of a misdemeanor.

(Ord.____, §___; Ord. 1038 § 1, 2013; Ord. 871 § 2, 2008; Ord. 610 § 1, 1998; Ord. 131 § 36, 1970.)

1.18.080. Administrative fees assessed in Municipal Court; Court costs assessed in Municipal Court.

A. All individuals convicted of driving or having control of a vehicle while under the influence of intoxicating liquor or controlled substances in accordance with this Code or state statute shall be assessed an administrative fee of \$800.00. All individuals subject to a disposition pursuant to W.S. 7-13-301 for driving or having control of a vehicle while under the influence of intoxicating liquor or controlled substances in accordance with this Code or state statute shall be assessed an administrative fee of \$750.00.

B. All individuals convicted of or subject to a disposition pursuant to W.S. 7-13-301 for public intoxication in accordance with this Code or state statute shall be assessed an administrative fee of \$25.00.

C. The administrative fee for vehicles referred to the Boot List shall be \$50.00.

D. Court costs shall be assessed in Municipal Court and shall be fixed at \$10.00.

(Ord.____, §___; Ord. 1054 § 1, 2014.)

Chapter 1.20

TOWN SEAL

Sections:

1.20.010. Description--Adoption.

1.20.010. Description--Adoption.

A. A seal the impression of which shall be in circular form bearing the words "Town of Jackson, Teton County, Wyoming," on the outer edge, and the words "Incorporated 1914" in the center is adopted and declared to be the seal of the Town of Jackson.

(Ord. 7 § 1, 1926.)

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1259, 1242, AND 1195 AND SECTION 16.10.000(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS SUMMARY OF HOUSING PROGRAMS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1259, 1242, and 1195 and Section 16.10.000(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.000 Introduction

B. Summary Housing Programs - The general goal of all housing programs covered by the Housing Department Rules and Regulations is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming. The housing programs addressed in the Housing Department Rules and Regulations are: Affordable Ownership, Affordable Rental, Workforce Ownership, and Workforce Rental. Legacy programs (including Accessory Residential Units, Attainable units, Employee units, and Employment-based units) are referenced in some properties' restrictions, so these Housing Department Rules and Regulations also contain the rules that pertain to these programs. Descriptions of Applicable Programs:

1. **Accessory Residential Units (ARU)** – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program [and are required to have a Special Restriction for Workforce Rental Housing recorded on them](#). To qualify to rent these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household's income must be earned from a local business(es) The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.
2. **Affordable** – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term. Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index. [Units with](#)

[three \(3\) or four \(4\) bedrooms may be restricted as dormitories if they are allowed by the LDRS in the proposed location, meet the definition of dormitory in these Rules and Regulations, and comply with the Livability Standards.](#)

3. **Attainable** – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of 10 months each year. No requalification or future documentation will be required after purchase of the unit.

4. **Employee** – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County’s policy direction in 2018 which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums [and sold to private entities but must be used as rental units as required by their Restriction in perpetuity](#)~~for workforce employers~~. Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. [Owners will be required to report annually and provide tenant information to the Housing Department pursuant to the Housing Department’s request for information.](#) Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days

Deed Restrictions, July 2021

	Affordable Ownership	Affordable Rental	ARU	Workforce Ownership	Workforce Rental
Applicability	All non-exempt residential or commercial development	All non-exempt residential or commercial development	Nonresidential ARUs	Workforce Housing FAR Bonus, Section 7.8.4; non-exempt residential or commercial	Workforce Housing FAR Bonus, Section 7.8.4; non-exempt residential or commercial
Rent/Own	Own	Rent (no owner occupancy)	Rent	Own or Rent	Rent (no owner occupancy)
Income/Asset Restrictions	Based on income ranges and asset limits associated with each	Based on income ranges and asset limits associated with each	75% household income earned locally	75% household income earned locally	75% household income earned locally

Ownership of Real Estate	Not within 150 miles	Not within 150 miles.	Not within 150 miles	Not within 150 miles	Not within 150 miles
Income Ranges	0 - 50%, 50 - 80%, 80% - 120% of Median Family Income	0 - 50%, 50 - 80%, 80% - 120% of Median Family Income	None	None	None
Income Limit for Tenant Qualification	N/A	<50%, <80%, <120% MFI	75% of household income earned locally	75% of household income earned locally	75% of household income earned locally
Teton County, WY Employment	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year
Residency Requirement	US Citizen, Lawful Permanent Resident or DACA Recipient	None	None	US Citizen, Lawful Permanent Resident or DACA recipient	None
Occupancy Requirement	10 months/yr	Minimum 80% of lease term.	Minimum 80% of lease term	10 months/yr, Minimum 80% of lease term if rental	Minimum 80% of lease term
Vacancy Requirement	N/A	No more than 60 days	No more than 60 days	No more than 60 days	No more than 60 days
Household Qualification	At time of purchase and must continue to be employed full-time	Continuous	Continuous	Continuous	Continuous
Appreciation Restrictions	CPI with max. 3% per year compounded	No measured appreciation	No measured appreciation	CPI with max. 3% per year compounded	No measured appreciation
Sales Process	Weighted Drawing	By Owner	By Owner	Weighted Drawing after initial sale	By Owner
Rental Rate	N/A	Max. 30% of low end of income range	None	None	None
Rental Term	N/A	Not less than 6 months	Not less than 6 months	Approval by Housing Department	Not less than 6 months
Incentive	N/A	N/A	FAR exempt	2:1 Workforce Housing FAR Bonus, Section 7.8.4	2:1 Workforce Housing FAR Bonus, Section 7.8.4
Requirement	According to LDR 6.3 - must record a restriction on the unit	According to LDR 6.3 - must record a restriction on the unit	According to LDR 6.1.11.B.3.b - must record a restriction. Nonresidential only.	According to LDR 6.3. Must record a restriction on all required and bonus Workforce units.	According to LDR 6.3. Must record a restriction on all required and bonus Workforce units.

(Ord. [§ 1, 2021](#); Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE E

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1259, 1242, AND 1195 AND SECTION 16.10.200(C)(4)(c)(ii)(d) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS ADDITIONAL STORAGE 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. 1259, 1242, and 1195 and Section 16.10.200(C)(4)(c)(ii)(d) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures

d. In addition to bedroom, linen and entryway storage, additional storage must be provided. Locations may include the basement, garage, exterior to the unit or interior to the unit. The intent of this storage is to provide space for large or outdoor items such as bicycles, strollers, recreational gear, etc. If appliances are located in this area, their footprint cannot be counted toward square footage of storage and must be approved by the Housing Department. Additional storage must have a height minimum of six feet (6').

(Ord. § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE F

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1260, 1242, AND 1195 AND SECTIONS 16.10.300(B), 16.10.300(C)(1)(b)(i) AND 16.10.300(C)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS QUALIFICATION AND ELIGIBILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1260, 1242, and 1195 and Sections 16.10.300(B), 16.10.300(C)(1)(b)(i) and 16.10.300(C)(4) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.300 Qualification and Eligibility

B. Qualification - To be considered a qualified household under these Housing Department Rules and Regulations, all of the following criteria must be met prior to the time of closing.

1. Employment Requirement - At least one member of the household must fit one of the following categories:

a. Employed in Teton County - Be employed at a local business or organization located in Teton County an average of at least thirty (30) hours per week or 1560 hours annually. For purchases outside of a Weighted Drawing, the household can be under contract for employment at a local business or organization located in Teton County, Wyoming, where such contract commences employment before move-in or closing on a restricted housing unit, and the employment will be for a minimum of 30 hours per week or 1560 hours per year. For teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.

b. Self-Employed - If self-employed, hours of work must be documented to substantiate meeting the 30-hour per week / 1560 hours per year requirement. Since self-employment is often unique, different methods of verification may be used. Reasonable annual income is the first method that will be reviewed. Other methods may include verification from vendors, employees, or other applicable methods.

c. Employment Exemptions.

i. Military Service - Active military service in the U.S. Armed Services counts as employment in Teton County, Wyoming if that member of the household met employment criteria in Teton County, Wyoming for a minimum of two years prior to enlisting.

~~ii. Disabled - An individual who is defined as disabled and is unable to be gainfully employed due to the disability meets the employment qualifications for housing in Teton County if the individual has a minimum of one (1) year of full-time residency in Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.~~

~~a) Two-adult Household - A two-adult household with one adult who does not meet the definition of disabled and is not the full time caregiver to the disabled adult in the household does not qualify for the Disabled Exemption.~~

iii. Caregiver - Work as a caregiver counts as an employment exemption if the following criteria are met:

a) Full-time Resident - The caregiver is a full-time resident of Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.

b) Duration and Timing of Caregiving - The caregiver was or is volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and, therefore, was unable to gain fulltime employment in Teton County. Verification will be required using varying methods including but not limited to birth certificates, letter from health provider, and affidavits from family members or neighbors.

c) No more than eight (8) hours per day between 8:00 a.m. and 5:00 p.m. may be counted. Hours may not be counted during periods when another person is available to be the caregiver (spouse or other adult family member). Hours during the times school aged children are attending school may not be counted unless the children are being officially home schooled.

iiiv. Secondary School Attendance - Secondary education counts as an employment exemption if other employment criteria were met in Teton County, Wyoming at least two (2) years immediately prior to seeking secondary education.

iv. Hospitalization - Hospitalization counts as an employment exemption if the hospitalized member of the household worked in Teton County, Wyoming at least two (2) years immediately prior to becoming hospitalized.

2. Citizenship - At least one (1) member of the household must be a U.S. Citizen or be hold a Lawful Permanent Residency card in the United States or be an individual classified under the Deferred Action Childhood Arrivals program ("DACA") in order to qualify to purchase a restricted housing unit. All other Qualification and Eligibility Rules apply.

a. DACA Recipients - DACA Recipients must hold a valid Social Security Number and a valid Employment Authorization Document ("EAD").

3. Age - At least one (1) member of the household must be eighteen (18) years of age.

4. Financial Ability - The Household must qualify without a cosigner for a loan through an institutional lender to purchase a restricted housing unit.

a. Contingencies - Any contingencies on lender's qualification may be a cause for the Housing Department to deny qualification to the household. If a contingency requires the household to sell a home prior to the purchase of a restricted housing unit, it will be disclosed to the seller, and the seller will have the option to deny going under contract with the selected household.

b. Disclosure of Financial Gifts - Financial gifts received by the household must be disclosed to the Housing Department and will be counted toward household net assets. A letter from the gift or certifying the gift and the amount of the gift will be required.

c. Use of Retirement Savings for Down Payment - Down payment funds that are withdrawn from retirement accounts will be counted toward household net assets.

d. Qualified Mortgages - All liens that encumber the property must be 'qualified mortgages' made by a 'qualified mortgagee' or will not be secured by the property (See Section 16.10.900 Definitions).

5. Reasonable Accommodation

a. Housing Department Consideration - The Housing Department will consider all requests for Reasonable Accommodations. Approvals will be given according to the Joint Statement made by HUD/DOJ (Reasonable Accommodations under the FHA). Reasonable Requests will be approved if they do not impose undue financial and administrative burden on the Housing Department or if they don't fundamentally alter the nature of the Housing Department's operations. Determinations will be made on a case by case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the Housing Department, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would effectively meet the requester's disability related needs.

b. process – Households wishing to submit a request for a Reasonable Accommodation shall do so using the Housing Department's Request for Reasonable Accommodation Form along with the following documentation:

i. Verification from Healthcare Provider - Verification using Housing Department's form by a licensed healthcare provider that has a history of treatment of the individual requesting the Reasonable Accommodation. The provider must state with sufficient clarity whether the applicant qualifies as disabled as defined by the U.S. Department of Housing and Urban Development and the Fair Housing Act, what accommodation is requested and describe the relationship between the reasonable accommodation and the applicant's disability and verify that the individual has a disability that requires the Reasonable Accommodation.

ii. Assistance Animal Addendum – Households who are approved to have Assistance Animals shall sign an Agreement with the Housing Department. The Agreement includes but is not limited to the following: to keep the animal under control at all times; to keep the animal on a leash or in a cage while in common areas; to never leave the animal unattended; to immediately dispose of all droppings properly; to keep the animal from causing annoyance to tenants or neighbors; to remove offspring from the premises within six (6) weeks after birth; to keep only approved Assistance Animals on the premises. Failure to comply may be cause for revocation of approval for the Assistance Animal.

iii. Other Documentation – The Housing Department reserves the right to request other documentation as deemed necessary on a case-by-case basis.

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b. Calculation of Income - Household income is based on the current income earned by all intended adult occupants of the restricted housing unit at estimated closing date and is calculated by the Housing Department using the current household income to estimate an annual (12 month) income basis. W-2 earners who have inconsistent incomes and have the same jobs as prior years will have their income averaged over three (3) years or less if less than three (3) years were worked. Households must use their current income and may not make changes or adjustments to earnings in order to fit into a category. Any

changes to income must be given to the Housing Department prior to the initiation of a weighted drawing process in order to be eligible to enter the weighted drawing.

- i. College-Aged Children - The income of adult children who are members of the household and who are attending college will not be counted. [Income of adult children over the age of 25 will be counted.](#)

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4. Homebuyer Education - Completion of the Homebuyer Education course is be required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit and/or purchase a restricted housing unit. The required course is offered by Wyoming Housing Network or another Housing Department approved organization. [The financial counseling offered after the completion of the homebuyer education course is encouraged but not required.](#)

5. Online Intake Form - The Online Intake Form must be completed prior to entering a weighted drawing for a home. Completion of this form will put a household on the Housing Department's email list, and the household will begin receiving emails with information about homes when they are available. All advertising of homes available will be done through email to those who have completed the Online Intake Form and on the Housing Department website. The online Intake Form can be found on the Housing Department's website: jhaffordablehousing.org. This form must be completed in its entirety and updated at least annually. It cannot be completed or updated during a weighted drawing process that the household wishes to enter. The Online Intake Form does not [automatically](#) enter a household into a weighted drawing. The weighted drawing is a separate process. See Section 16.10.004.C.5.

([Ord. § 1, 2021](#); Ord.1260 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE G

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1261, 1242, AND 1195 AND SECTIONS 16.10.400(B)(4) AND 16.10.400(C) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS WEIGHTED DRAWING AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1261, 1242, and 1195 and Sections 16.10.400(B)(4) and 16.10.400(C) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.400 Weighted Drawing

4. No Qualified Entries - After a weighted drawing where no qualified entries exist, the unit will be offered again in a weighted drawing. If the unit has minimum occupancy requirements, it will be open to households in the next tier of the minimum occupancy requirements. If there are no minimum occupancy requirements or if after offering the unit again in a Weighted Drawing there are still no qualified entries, the home will be offered first come, first served. The first qualified household to submit a complete application will have the opportunity to purchase. First come households will be allowed to make an offer on the home. In the case an offer is made that is less than the Maximum Resale Price, the owner may accept or reject the offer. The Housing Department may make a different determination if the owner is in default and/or if the sale is a forced sale.

5. Email Confirmation – Households who submit a complete Weighted Drawing entry during an open Weighted Drawing for a housing unit will receive an email confirmation that their Weighted Drawing entry has been entered. The confirmation will be sent prior to the close of the Weighted Drawing and will include the number of entries received.

6. Incomplete Weighted Drawing Entries – The Housing Department will not accept or enter any incomplete Weighted Drawing Entries into a Weighted Drawing. It is the responsibility of the household wishing to enter the Weighted Drawing to submit a complete Weighted Drawing entry with updated documentation and to contact the Housing Department to ensure it is complete and has been accepted.

7. Drawing Results - Drawing results are kept on file with the Housing Department and may be requested by the public. Town and County Options - When the Town of Jackson or Teton County holds an option on a unit, Town or County employees will have a preference in Weighted Drawings.

8. Town and County Options - When the Town of Jackson or Teton County holds an option on a unit, Town or County employees will have a preference in Weighted Drawings.

C. Weighted Drawing Entry

1. Open Weighted Drawing – When a housing unit under a Housing Department program becomes available for rent or for sale, a Weighted Drawing will be opened by the Housing Department. Open

Weighted Drawings begin on Wednesdays, remain open for two (2) weeks and close at 4:00 PM on Tuesdays. Information about the housing unit and how to enter the Weighted Drawing will be posted on the Housing Department's website www.jhaffordablehousing.org. Households who have completed an Intake Form will receive an email notice that the housing unit is available with links to information about the unit and how to enter the Weighted Drawing. A text message will also be sent. The Housing Department may also advertise using other methods.

2. Required Documents

a. Weighted Drawing Entry Form – A Weighted Drawing Entry Form must be submitted for each housing unit's Weighted Drawing. It must be completed in its entirety. Fields that do not apply shall be completed with N/A or a strike.

b. Current Work Verification – Documentation showing total income earned and hours worked at the current place of employment. An Affidavit of Current Employment must be submitted for each adult member of the household (except adult children under the age of 25 who are attending college). The Affidavit of Current Employment must be completed by the employer or employer's agent and include the employer's notarized signature. If the employer does not have access to a notary, they may deliver it directly to the Housing Department via email, USPS, fax, or by hand.

c. Previous Work Verification – Affidavits of Previous Employment are required to verify a minimum of one year of full-time working hours for a Local Business in Teton County, WY. Only one member of the household must verify one year of full-time work. Affidavits of Previous Employment are to be completed by the former employer or employer's agent and include a notarized signature. If the employer does not have access to a notary, they may deliver it directly to the Housing Department via email, USPS, fax, or by hand.

Affidavits of Previous Employment are also used by the Housing Department to verify years of work history for points in the Weighted Drawing.

Other types of verification of previous employment may also be accepted such as a final pay stub for the year showing business name and total hours worked for the year.

d. Other Types of Employment Verification – In cases where Affidavits of Employment are not possible, the Housing Department may accept the following documentation:

i. Full year W-2s with final pay stub of the year showing hourly wage and annual hours worked.

ii. Sworn statement/affidavit from past business owner or owner's agent including hours worked.

iii. Caregiver – One (1) year verification of residency immediately prior to drawing entry, two (2) forms of the following: lease, warranty deed, utility bills or other statement showing physical address verifying full-time residency in Teton County Wyoming, Teton County Idaho, or Lincoln County Wyoming, and a birth certificate for child, or letter from a health care provider for adult.

iv. Military – two (2) years local employment verification prior to beginning military service.

e. Homebuyer Education Certificate – At least one member of the household must complete the Homebuyer Education Course. The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing department.

f. Lender's Qualification Worksheet – A current Lender's Qualification Worksheet (within one year of the date the Weighted Drawing opens) is required to be completed by a lending institution.

g. Credit Report – A full credit report may be required and must include a credit score along with data from all accounts.

h. Self-employment Verification – Self-employed individuals must submit:

i. Three (3) years of complete business tax returns or as many years up to three (3) years that the business has been operating.

ii. Year-to-Date Profit & Loss and Balance sheet.

iii. Documents to verify hours worked:

a) Copies of business contracts/agreements.

b) Affidavits from vendors.

c) Detailed log of hours worked.

i. Critical Service Provider Verification – Individuals working in approved Critical Service Provider Critical Service Provider positions must submit a Critical Service Provider Critical Service Provider Supervisor Questionnaire.

j. Interruption of Employment Verification – Individuals who qualify for Interruption of Employment must submit two (2) years of work history immediately prior to the start of the Interruption of Employment, and verification of the reason for the Interruption of Employment such as school transcripts, or a letter from a health care provider.

(Ord. § 1, 2021; Ord. 1261 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1262, 1242, AND 1195 AND SECTIONS 16.10.500(A)(3)(c), (A)(4)(k), (6)(d),(e) AND (f) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS SALE 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:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1262, 1242, and 1195 and Sections 16.10.500(A)(3)(c), (A)(4)(k), (6)(d),(e) and (f) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.500 Purchase and Sale Standards and Procedures

c. Depreciated Costs of Capital Improvements - The depreciated costs of Capital Improvements can be added to the appreciated value to calculate the MRP, so long as they do not exceed ten percent (10%) of the OPP or as determined by the Housing Department on a project-specific basis. All capital improvements will be depreciated as applicable according to the [National Association of Home Builders/Bank of America Home Equity Study of Life Expectancy of Home Components or a similar resource.](#) ~~Marshall and Swift Residential Cost Handbook or a similar resource.~~

...

k Final Walk Through - [The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two \(2\) business days to return the signed contract, or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company.](#)

[A final walk through will occur generally two \(2\) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and funds will be withheld from the seller's proceeds to cover the costs.](#) ~~A final walk through will occur generally two (2) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and withhold funds from the seller's proceeds. The funds are then given to the buyer and the buyer is responsible for completing the maintenance/repair items.~~

...

d. Title - [Applicants and Co-applicants are required to be on title to the home or sign an Occupancy Agreement. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. Transfers of title without the consent of the Housing Department constitute Default.](#) ~~All adults who occupy the restricted housing unit for more than thirty (30) accumulative days in a calendar year, except for children attending college, must sign an Occupancy Agreement along with the owner. Situations that require an Occupancy Agreement include but are not~~

~~limited to marriage, a significant other moving in, a friend moving in, a renter, etc. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. An adult may not be moved into an Affordable unit for at least one year after closing and only with approval from the Housing Department. Adult may be moved into workforce units prior to one year, however, the household must be qualified and approved by the Housing Department. Owners and any adult residents of the unit must sign an Occupancy Agreement.~~

e. Occupancy Agreement - All adults who are not on title and occupy any restricted housing unit for more than 30 cumulative days in a calendar year, except for children under the age of twenty-five (25) attending college, must sign an Occupancy Agreement along with the Owner. Situations that require an Occupancy Agreement include but are not limited to marriage, a significant other moving in, a friend moving in, renter etc. Individuals who sign an Occupancy Agreement will be considered a member of the Household and will be included in annual re-qualifications and check-ins.

f. Occupancy Affidavit - Owners of Affordable units may allow other adults to occupy their unit after one year of ownership with approval from the Housing Department. Owners of Workforce units may allow other adults to occupy their unit anytime after closing on the purchase with approval from the Housing Department. One person households purchasing Affordable Units will be required to sign an Occupancy Affidavit at closing affirming that no other adults will occupy the home for a minimum of one year. All adults not on title who occupy a restricted housing unit will need to sign an Occupancy Agreement.

...

f. Co-Ownership - Any co-ownership arrangement other than Joint Tenancy or Tenancy-In-Common must be approved by the Housing Department. All adults occupying the unit, with the exception of children under the age of twenty-five (25) attending college, must be on the title of the restricted housing unit or sign an Occupancy Agreement.

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SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE I

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1262, 1242, AND 1195 AND SECTION 16.10.500(C) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS PURCHASE 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:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1262, 1242, and 1195 and Section 16.10.500(C) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.600 Rental Standards and Procedures

1. Selection of Qualified Household - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding each housing program. The restrictive covenant should be consulted for exact details.

a. Weighted Drawing - In the event that the Housing Department receives one or more weighted drawing entry sheets at the maximum resale price from qualified households during the weighted drawing entry period, the buyer will be selected according to preferences set for that particular Housing Program. In the event no weighted drawing entry sheets are received during the weighted drawing entry period, the selection process would be determined either by a bid process or a "first come first served" process. The restrictions on the property clarify which selection procedure to use.

i. Errors - Every effort is made by the Housing Department to ensure fair and equitable lotteries. Lotteries are not drawn by the Housing Department. Housing Department staff compiles weighted drawing entry sheets with all eligible households included. The weighted drawing is drawn by outside counsel. On the rare occasion that an error is made in compiling or drawing of a weighted drawing, the error will be corrected and the weighted drawing will be re-drawn.

~~a.b.~~ Bid Process - If the restrictions require it, the qualified household submitting the highest bid price (not to exceed the maximum resale price) during the Bid Period shall have the first right to purchase the unit. The owner of the unit shall have the right to accept or reject the bid.

~~b.c.~~ No Qualified Weighted Drawing Entries – Refer to Section 16.10.004(B)(4) ~~.c.~~ Other Sale/Resale Procedure.

~~i.d.~~ Owner Selection - If the restriction permits, the owner of the restricted housing unit may be allowed to select the qualified household. Other than verifying that the qualified household meets the qualification and eligibility requirements for the restricted housing unit, the Housing Department shall not have any authority to choose the buyer of the restricted housing unit unless authorized by the owner.

~~e.h.~~ Attainable Housing Program Sale Procedures

[ia\)](#) Listing of Unit - When an owner wishes to sell an Attainable housing unit, they can either list the home with a realtor or for sale by owner.

[iib\)](#) Letter of Intent to Sell - The owner of the Attainable housing unit is required to submit a "Letter of Intent to Sell" to the Housing Department before listing or advertising the unit for sale.

[iiie\)](#) Advertising - The owners will be responsible for advertising their Attainable housing unit for sale with the exception that the Housing Department will advertise the unit on their website at no cost to the owner.

[ivd\)](#) Sale Price - There is not a maximum resale price for Attainable housing units. The owner will set the price with the understanding that the household who buys the unit will need to qualify under income, asset, and employment criteria. The price may be negotiated before entering into an agreement to purchase.

[ve\)](#) Purchase and Sale Agreement (Contract) - The buyer will be responsible for providing the "Purchase and Sale Agreement" at the time of making an offer to purchase an Attainable housing unit. The seller may make a counteroffer that includes changes to the "Purchase and Sale Agreement." The Attainable housing unit is under contract when an offer and/or a counteroffer is accepted and both the buyer and seller have signed it. The "Purchase and Sale Agreement" must contain a contingency that the Housing Department must verify that the buyer is "qualified" to purchase the Attainable housing unit. The Housing Department will not deem a buyer "qualified" until a contract has been executed by the seller and the potential buyer.

[vif.](#) Housing Department Privy to Purchase and Sale Agreement - A full copy of the fully executed Purchase and Sale Agreement shall be provided to the Housing Department. All financial information shall remain confidential except as noted in Section 16.10.500.D.7.a. Privy to Purchase and Sales Agreement.

[fg. Qualification for Application](#) ~~In addition to the items listed in Section 16.10.500.D.3.a. Materials Included with Application, applicants must also include a complete copy of the fully executed "Purchase and Sale Agreement."~~

[i.1\)](#) Time of Submittal: The Attainable housing unit must be under contract before the buyer provides an application to the Housing Department.

[ii.2\)](#) Time to Process: If the application is complete and thorough, the Housing Department will have a determination of qualification within five (5) business days of receiving the application. It may take longer if the Housing Department has to request further information from the applicant.

[iii.3\)](#) Qualified Buyer Letter: Once the household is deemed to be "Qualified" to purchase the Attainable housing unit, the Housing Department will provide a "Qualified Buyer Letter" to the applicant. This letter will be used to verify to the seller and the title company that the household is qualified to purchase the unit.

[iv.4\)](#) Lenders: See Section 16.10.500.A.7.d. Lenders.

v.5) Closing: The closing date and time is set between the sellers, buyers, financial institution, the title company, and the Housing Department. The buyers will be required to sign a "Buyer's Acknowledgement" at the time of closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home, and also agreeing to the Housing Department's right of first option to purchase the unit in case of default by signing a Power of Attorney in Case of Default.

2. Viewing of Restricted Housing Unit - The seller of the restricted housing unit will allow the potential buyer to view the unit to see that it meets their household's needs. If the household decides to purchase the restricted housing unit, they will have the opportunity to inspect the unit further once it is under contract.

3. Submit Application - The potential buyer will have five (5) business days to submit a complete application. The required Housing Department documents are available from the Housing Department or from the Housing Department website.

a. Materials Included with Application

i. Housing Department Application for Restricted Ownership or Rental Housing.

ii. Application - The Housing Department "Application for Homeownership" is a three (3) page form with an additional two (2) pages made up of a "Certification and Oath" section that will need to be signed by all applicants and notarized, as well as an "Authorization to Release Information. A sworn statement of the facts contained in the application will be required including at least the following certifications:

a. That the facts contained in the application are true and correct to the best of the applicant's knowledge.

b. That the applicant has been given the standard application information packet by Housing Department Staff; and

c. That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the restriction, these Housing Department Rules and Regulations, and all other applicable procedures.

d. This Certification and Oath is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department" Buyers may be required to sign a "Power of Attorney in Case of Default" form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase. All documentation submitted with the complete application for the purchase of a home is the documentation that will be used to qualify a buyer. Documents will not be allowed to be changed once they are submitted (e.g. taxes submitted will be those used to qualify. Applicants will not be allowed to re-file taxes). The Housing Department will review the application before accepting it to ensure it is complete. The Housing Department may ask for additional documentation.

a) Weighted Drawing Entry Form - A "Weighted Drawing Entry" form must be completed and signed and submitted when entering a weighted drawing according to Housing Department processes. "Weighted Drawing Entry" forms may be submitted online, in person, or by USPS.

~~No incomplete “Weighted Drawing Entry” forms will be accepted. This means that every blank must contain information, “N/A,” or a strikethrough so that the Housing Department knows that it was not overlooked.~~

~~The Housing Department is not responsible for receiving Weighted Drawing Entry Forms. It is the responsibility of the household to confirm that the Weighted Drawing Entry Form was received and the household is entered in the weighted drawing.~~

~~b) Intake Form—All households are required to complete the “Online Intake Form.” This form must be completed in its entirety before entering a weighted drawing. Any changes made to the form must be made prior to the opening of a weighted drawing the household wishes to enter or the household will be ineligible to enter the weighted drawing. The Intake form must be updated annually to be eligible to continue to enter lotteries.~~

iii. Lender’s Qualification Worksheet - A current “Lender’s Qualification Worksheet” (within one year of the date the weighted drawing begins) is required to be completed by a lending institution. The “Lender’s Qualification Worksheet” must be submitted to enter a weighted drawing. “Lender’s Qualification Worksheets” may not be faxed; they can either be emailed or submitted in person or mailed by USPS. The worksheet must reflect a loan amount and down payment amount that is equal to or greater than the sale price of the home.

iiiv. Credit Report - A three bureau credit report including credit scores (not more than one year old) is required to help Housing Department Staff determine if the Household is financially healthy and able to make payments on a mortgage. The credit report also helps determine debt to income ratios.

iv. Verification of Down Payment - An account statement or signed and notarized letter from someone supplying a gift, or other verification of funds for a down payment is required.

vi. Verification of Hours and Years Worked - “Affidavits of Employment,” detailed check stubs, or other adequate proof of hours and years worked is required at weighted drawing entry to receive points in the weighted drawing. Affidavits are required to be completed, signed, and ~~notarized~~ returned directly to the Housing Department by the employer. They may not be completed by the applicant. If hours or years worked cannot be verified, they will not be counted.

Historical information for hours and years worked will be kept on file with the Housing Department. Information is required to be updated annually or if any changes occur.

~~vii. Federal Tax Returns—Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current “Profit and Loss Statement” and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income.~~

viii. Power of Attorney in Case of Default - Buyers may be required to sign a “Power of Attorney in Case of Default” form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

~~vii.g. Federal Tax Returns - Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current Profit and Loss Statement and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income. Certification and Oath - A sworn statement of the facts contained in the application will be required including at least the following certifications:~~

~~a) That the facts contained in the application are true and correct to the best of the applicant's knowledge;~~

~~b) That the applicant has been given the standard application information packet by Housing Department Staff; and~~

~~c) That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the restriction, these Housing Department Rules and Regulations, and all other applicable procedures.~~

~~This "Certification and Oath" is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department.~~

~~vii.x. Additional Information - Additional information may be requested to determine eligibility or qualification status. This may include:~~

~~a) Verification of Household Net Assets - Household net assets are verified through tax returns, account statements, verification of deposits from financial institutions, and the NADA or Kelly Blue Book.~~

~~b) Verification of Current Employment in Teton County - One or more of the following are needed to verify employment in Teton County:~~

~~1) Wage stubs.~~

~~2) Employer name, address, and phone number.~~

~~3) Contract for employment.~~

~~4) "Affidavit of Employment" (Housing Department).~~

~~5) "Authorization to Release Information" form signed by all adults in the household to obtain third party employment verifications.~~

~~c) Verification of Completion of Homebuyer Education Course - At least one adult per household must complete the "Homebuyer Education Course." The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a home or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no longer a part of the household, it will need to be taken by an adult who is a part of the household.~~

The Housing Department will keep a record of the certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved "Homebuyer Education Course" prior to purchase. This is required to be submitted at time of weighted drawing.

d) Verification of Completion of Homebuyer Education Course - At least one adult per household must complete the Homebuyer Education Course. The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a home or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no longer a part of the household, it will need to be taken by an adult who is a part of the household. The Housing Department will keep a record of the certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved Homebuyer Education Course prior to purchase. This is required to be submitted at time of Weighted Drawing.

ee) Uniform Residential Loan Application - Applicants must provide a copy of the final "Uniform Residential Loan Application" at closing.

fe) Occupancy Affidavit Agreement - No persons outside of the persons included in the household on the "Weighted Drawing Entry Form" and "Intake Form" at time of weighted drawing entry may be moved into the home without express written approval of the Housing Department. Approval will not be given within twelve (12) months from closing on a home for adults being added to the household. An "Occupancy Affidavit Agreement" will be required to be signed by buyers at or before closing. Any adult that is added to a household will be required to sign an Occupancy Agreement along with the Owner or must sign an Occupancy Agreement.

~~1) Power of Attorney in the Case of Default - All households purchasing a home are required to sign a Power of Attorney in the Case of Default at closing. The Power of Attorney will be assigned to the Housing Manager to affect the sale of the housing unit. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.~~

gf) Accessible Unit Preference - Applicants that wish to be considered for accessible units must submit a "Verification Form for Accessible Unit Preference.

hg) Critical Services Provider - Organizations applying for critical services provider approval and their corresponding approved positions must gain approval before a critical service worker can gain points in a weighted drawing. The organization must complete a "Critical Services Organization Application" and submit it to the Housing Department. If the organization and positions are approved, a "Supervisor Questionnaire" must be completed by the applicant's supervisor and submitted with the other required documents when entering the weighted drawing. All certifications must be completed for the position and a recommendation from the supervisor is required. The "Supervisor Questionnaire" will need to be updated every six months.

ih) Birth Certificate for Children Under One (1) Year of Age - Applicants must provide the birth certificate for children less than one (1) year of age.

i) Weighted Drawing Entry Form - A Weighted Drawing entry form must be completed and signed and submitted when entering a Weighted Drawing according to Housing Department processes. Weighted Drawing entry forms may be submitted online, in person, or by USPS.

No incomplete Weighted Drawing entry forms will be accepted. This means that every blank must contain information, "N/A," or a strikethrough so that the Housing Department knows that it was not overlooked.

The Housing Department is not responsible for receiving Weighted Drawing entry forms. It is the responsibility of the household to confirm that the Weighted Drawing entry form was received, and the household is entered in the Weighted Drawing.

j) Intake Form - All households are required to complete the Online Intake Form. This form must be completed in its entirety before entering a Weighted Drawing. Any changes made to the form must be made prior to the opening of an Affordable Weighted Drawing the household wishes to enter or the household will be ineligible to enter the Weighted Drawing. Households may make changes to their Intake Form if applying for Workforce Housing. The Intake form must be updated annually to be eligible to continue to enter drawings.

...

8. Purchase by Housing Authority - The Housing Authority through the Housing Department shall have the option (Option) to purchase any restricted residential unit for which an owner desires to sell, an owner is forced to sell, or the residential unit is in default of their mortgage or in foreclosure.

a. Owner Desires to Sell - In cases where the Housing Department desires to exercise their Option when the owner desires to sell their restricted residential unit, the Housing Department shall provide written notice to the owner of its election within thirty (30) days of receipt of Letter of Intent to Sell. Such notice shall include the purchase price and the timing for the closing of the purchase. The purchase price shall be the Maximum Resale Price as calculated by the Housing Department in accordance with the Special Restriction and the Housing Rules and Regulations or the appraised value, whichever is less. The seller shall not be required to pay a facilitation fee to the Housing Department. The Housing Department shall provide the contract and shall not be required to pay earnest money.

b. Owner is Forced to Sell - In cases where the Housing Department desires to exercise their Option when an owner of a restricted residential unit is found by the Housing Department to be in Default and is therefore forced to sell their home, the Housing Department shall provide written notice to the owner of its election within ninety (90) days of determination of Default. The notice shall include the purchase price and the timing of the closing of the purchase. The purchase price shall be the Maximum Sales Price as calculated by the Housing Department in accordance with the Special Restriction and the Housing Rules and Regulations. Notwithstanding the foregoing, the Maximum Sales Price will not include appreciation after the known date the owner went into default. This known date may be prior to the Housing Department's Notice of Default to the owner.

c. Foreclosure - In cases where the Housing Department desires to exercise their Option when the restricted residential unit is in foreclosure, the Housing Department must exercise the Option within ninety (90) days from the receipt of notification of a borrower Default of Mortgage or the property foreclosure.

d. Application of Proceeds:

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

a) FIRST, to the payment of any unpaid taxes.

b) SECOND, to the payment of any Qualified Mortgage.

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

d) FOURTH, to the payment of the closing costs and fees.

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

f) SIXTH, to the payment of any penalties assessed against owner by the Housing Department.

g) SEVENTH, to the repayment to the Housing department of any monies advanced by in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in owner's behalf.

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

i) NINTH, any remaining proceeds shall be paid to owner.

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

e. Appointment of housing Department as Owner's Attorney-in-fact - In the event the Housing Department exercises its Option or requires a forced sale, owner shall cooperate or irrevocably appoint the Housing Manager as such owner's Attorney-in-Fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance. Buyers of restricted units under these Rules and Regulations agree to this at time of purchase by signing the Buyer's Acknowledgment which is recorded in the office of the Teton County Clerk.

(Ord. § 1, 2021; Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE J

AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1262, 1242, AND 1195 AND SECTION 16.10.500(D) AND ADDING SECTION 16.10.850 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS BUSINESS OPTION 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. 1262, 1242, and 1195 and Section 16.10.500(D) of the Municipal Code of the Town of Jackson are hereby repealed and Section 16.10.850 of the Jackson Municipal Code is hereby added to read as follows:

~~D. Business Option—The “Business Option” is a mechanism specific to a developer’s Housing Mitigation Plan that must be approved by elected officials on a case-by-case basis.~~

~~It only applies to exempt units, meaning restricted housing units that are not required by the LDRs. The “Business Option” allows a business to identify a proposed purchaser from their employees or someone who has a material nexus to the business or organization which would allow the household to have the first option to purchase the restricted housing unit.~~

~~1. Purpose and Program Goals—The intent of the “Business Option” program is to help qualified businesses house their employees by providing the employees first option to purchase. This program furthers the Jackson/Teton County Comprehensive Plan’s goal of housing 65% of the workforce locally and its transportation goals.~~

~~2. Applicability—This section applies to restricted housing units that have been approved by the Board of County Commissioners or Town Council for the “Business Option” program.~~

~~3. Qualified Business—A qualified business is a non-profit entity, governmental entity, charitable foundation, or for-profit business which meets the definition of a qualified business according to the special restrictions on the property and/or the Housing Department Rules and Regulations.~~

~~a. Qualified Business Application—The business completes a “Qualified Business Application,” which can be obtained from the declarant or from the Housing Department and submits it to the Housing Department. If the business has affiliates, it must be indicated on the application.~~

~~b. Verification—The Housing Department verifies that the business meets the criteria of a qualified business with the following documentation. The Housing Department may ask for additional documentation.~~

~~i. Option Agreement—The Housing Department verifies that the business is a true local business, organization, or government agency operating in Teton County.~~

~~ii. Determination of Qualification.~~

~~a) The Housing Department will provide a “Qualified Business Letter” once the verification process is complete and the business is approved to be a qualified business. The Housing Department will then sign the “Option Agreement”; or~~

~~b) If the business is not deemed to be a qualified business, the Housing Department will inform the business with a written letter and copy the declarant or option holder. The business will not be allowed to obtain an option if it is not approved as qualified by the Housing Department.~~

~~iii. Cause for Expulsion—Any material misstatement of fact or deliberate fraud by a business in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or for obtaining or keeping an option.~~

4. Option Procedures.

~~a. Obtaining an Option—Options are available from a declarant or from another option holder. A declarant can choose to provide an option if the business is a qualified business and does so by recording an “Option Agreement” signed by the declarant, the Housing Department, and the qualified business. An option holder may provide an option to a qualified business by assigning the option.~~

~~b. Notice of Right to Exercise or Waive Option—The Housing Department will immediately send a notice to the business holding the option (optionor) upon the following three events:~~

~~i. Housing Department’s receipt of a “Notice to Sell” by the owner of the property.~~

~~ii. Housing Department’s exercise of its default option as set forth in the special restrictions.~~

~~iii. The occurrence of a default and forced sale as set forth in the special restrictions.~~

~~This notice triggers the timeframe the optionor has to identify a proposed purchaser as outlined in the “Option Agreement.”~~

~~c. Exercise of Option—An optionor shall have a timeframe as outlined in the “Option Agreement” to exercise the option. The timeframe will begin upon receipt of the “Option Notice.” To exercise the option, an optionor must notify the Housing Department on or before the expiration of the timeframe that they have identified a proposed purchaser for the home. Additionally, the proposed purchaser must submit a complete application, as outlined in Section 16.10.500.E.3.a. Qualified Business Application, on or before the expiration of the timeframe. The Housing Department will take approximately five (5) business days to determine whether the proposed purchaser is:~~

~~i. Qualified under “Option Agreement.”~~

~~ii. Qualified under terms of the Housing Department’s special restrictions.~~

~~The Housing Department will verify that the business continues to be a qualified business each time the option is exercised (See Section 16.10.500.E.3.b. Verification).~~

~~d. Waiver of Option—If the Optionor does not wish to exercise the option, they can sign the “Affidavit of Waiver” indicating they are waiving the option. This affidavit will be recorded with the Teton County Clerk’s Office.~~

In the case where an option is waived, the Housing Department will find a buyer using the process outlined in Section 16.10.500.C. Sales and Resale Procedures of these Housing Department Rules and Regulations.

~~i. Failure to Identify Purchaser during Required Timeframe—If the optionor does not identify a proposed purchaser on or before the expiration of the timeframe, the optionor will automatically have waived their option.~~

~~e. Assignment—An optionor can assign its option to another qualified business. If at any time the business holding the option ceases to be a qualified business, they must assign the option. This is done using the following process:~~

~~i. Written Notice—The optionor provides the Housing Department with written notice that they wish to assign their option.~~

~~ii. Application—The business that is being assigned the option submits an application to the Housing Department to become a qualified business (see Section 16.10.500.E.3.a. Qualified Business Application).~~

~~iii. Housing Department Approval—If the business qualifies, the Housing Department will provide a “Qualified Business Letter” to the business and sign the “Option Agreement.”~~

~~iv. Consideration—The assignment may not have any consideration except for consideration required to make the assignment legal.~~

~~5. Qualified Purchaser—The Housing Department will determine whether a household is qualified to purchase based on the following criteria:~~

~~a. Letter of Certification—The purchaser will be qualified by the Housing Department only if they have a material nexus to the optionor as approved by the Housing Department. A “Letter of Certification” form demonstrating the material nexus the proposed purchaser has with the Optionor must be completed by the optionor. The “Letter of Certification” form is available from the Housing Department. The optionor must deliver documentation satisfactory to the Housing Department that verifies (1) that the proposed buyer is a full-time employee of optionor; or (2) that the identified purchaser otherwise has a material nexus to optionor.~~

~~b. Qualified Household—A Household will be qualified by the Housing Department using the Application and Verification process outlined in Section 16.10.500.D. Purchase Procedures of the Housing Department Rules and Regulations.~~

~~If the identified purchaser does not qualify because of not meeting the Housing Department Rules and Regulations requirements, Housing Department special restrictions, or “Option Agreement,” and the timeframe has not expired, the optionor may identify another proposed purchaser.~~

~~c. Affidavit of Exercise—When the Housing Department determines the household meets qualifying criteria of the “Option Agreement,” these Housing Department Rules and Regulations, and Housing Department special restrictions, the Housing Department will sign an “Affidavit of Exercise of Option Right” indicating the household is qualified. The optionor will also sign the “Affidavit of Exercise of Option Right” indicating they are exercising the option right. The affidavit will be recorded with the Teton County Clerk’s land records.~~

16.10.850 Business Option

A. The “Business Option” is a mechanism specific to a developer’s Housing Mitigation Plan that must be approved by elected officials on a case-by-case basis.

It only applies to exempt units, meaning restricted housing units that are not required by the LDRs. The “Business Option” allows a business to identify a proposed purchaser from their employees or someone who has a material nexus to the business or organization which would allow the household to have the first option to purchase the restricted housing unit.

1. Purpose and Program Goals - The intent of the “Business Option” program is to help qualified businesses house their employees by providing the employees first option to purchase. This program furthers the Jackson/Teton County Comprehensive Plan’s goal of housing 65% of the workforce locally and its transportation goals.

2. Applicability - This section applies to restricted housing units that have been approved by the Board of County Commissioners or Town Council for the “Business Option” program.

3. Qualified Business - A qualified business is a non-profit entity, governmental entity, charitable foundation, or for-profit business which meets the definition of a qualified business according to the special restrictions on the property and/or the Housing Department Rules and Regulations.

a. Qualified Business Application - The business completes a “Qualified Business Application,” which can be obtained from the declarant or from the Housing Department and submits it to the Housing Department. If the business has affiliates, it must be indicated on the application.

b. Verification - The Housing Department verifies that the business meets the criteria of a qualified business with the following documentation. The Housing Department may ask for additional documentation.

c. Option Agreement - The Housing Department verifies that the business is a true local business, organization, or government agency operating in Teton County.

d. Determination of Qualification.

i. Qualified Business Letter - The Housing Department will provide a “Qualified Business Letter” once the verification process is complete and the business is approved to be a qualified business. The Housing Department will then sign the “Option Agreement”; or

ii. Not a Qualified Business - If the business is not deemed to be a qualified business, the Housing Department will inform the business with a written letter and copy the declarant or option holder. The business will not be allowed to obtain an option if it is not approved as qualified by the Housing Department.

iii. Cause for Expulsion - Any material misstatement of fact or deliberate fraud by a business in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or for obtaining or keeping an option.

4. Option Procedures.

a. Obtaining an Option - Options are available from a declarant or from another option holder. A declarant can choose to provide an option if the business is a qualified business and does so by

recording an “Option Agreement” signed by the declarant, the Housing Department, and the qualified business. An option holder may provide an option to a qualified business by assigning the option.

b. Notice of Right to Exercise or Waive Option - The Housing Department will immediately send a notice to the business holding the option (optionor) upon the following three events:

i. Housing Department’s receipt of a “Notice to Sell” by the owner of the property.

ii. Housing Department’s exercise of its default option as set forth in the special restrictions. iii. The occurrence of a default and forced sale as set forth in the special restrictions.

This notice triggers the timeframe the optionor has to identify a proposed purchaser as outlined in the “Option Agreement.”

c. Exercise of Option - An optionor shall have a timeframe as outlined in the “Option Agreement” to exercise the option. The timeframe will begin upon receipt of the “Option Notice.” To exercise the option, an optionor must notify the Housing Department on or before the expiration of the timeframe that they have identified a proposed purchaser for the home. Additionally, the proposed purchaser must submit a complete application, as outlined in Section 16.10.500.E.3.a. Qualified Business Application, on or before the expiration of the timeframe. The Housing Department will take approximately five (5) business days to determine whether the proposed purchaser is:

i. Qualified under “Option Agreement.”

ii. Qualified under terms of the Housing Department’s special restrictions.

The Housing Department will verify that the business continues to be a qualified business each time the option is exercised (See Section 16.10.500.E.3.b. Verification).

d. Waiver of Option - If the Optionor does not wish to exercise the option, they can sign the “Affidavit of Waiver” indicating they are waiving the option. This affidavit will be recorded with the Teton County Clerk’s Office.

In the case where an option is waived, the Housing Department will find a buyer using the process outlined in Section 16.10.500.C. Sales and Resale Procedures of these Housing Department Rules and Regulations.

i. Failure to Identify Purchaser during Required Timeframe - If the optionor does not identify a proposed purchaser on or before the expiration of the timeframe, the optionor will automatically have waived their option.

e. Assignment - An optionor can assign its option to another qualified business. If at any time the business holding the option ceases to be a qualified business, they must assign the option. This is done using the following process:

i. Written Notice - The optionor provides the Housing Department with written notice that they wish to assign their option.

ii. Application - The business that is being assigned the option submits an application to the Housing Department to become a qualified business (see Section 16.10.500.E.3.a. Qualified Business Application).

iii. Housing Department Approval - If the business qualifies, the Housing Department will provide a "Qualified Business Letter" to the business and sign the "Option Agreement."

iv. Consideration - The assignment may not have any consideration except for consideration required to make the assignment legal.

5. Qualified Purchaser - The Housing Department will determine whether a household is qualified to purchase based on the following criteria:

a. Letter of Certification - The purchaser will be qualified by the Housing Department only if they have a material nexus to the optionor as approved by the Housing Department. A "Letter of Certification" form demonstrating the material nexus the proposed purchaser has with the Optionor must be completed by the optionor. The "Letter of Certification" form is available from the Housing Department. The optionor must deliver documentation satisfactory to the Housing Department that verifies (1) that the proposed buyer is a full-time employee of optionor; or (2) that the identified purchaser otherwise has a material nexus to optionor.

b. Qualified Household - A Household will be qualified by the Housing Department using the Application and Verification process outlined in Section 16.10.500.D. Purchase Procedures of the Housing Department Rules and Regulations.

If the identified purchaser does not qualify because of not meeting the Housing Department Rules and Regulations requirements, Housing Department special restrictions, or "Option Agreement," and the timeframe has not expired, the optionor may identify another proposed purchaser.

c. Affidavit of Exercise - When the Housing Department determines the household meets qualifying criteria of the "Option Agreement," these Housing Department Rules and Regulations, and Housing Department special restrictions, the Housing Department will sign an "Affidavit of Exercise of Option Right" indicating the household is qualified. The optionor will also sign the "Affidavit of Exercise of Option Right" indicating they are exercising the option right. The affidavit will be recorded with the Teton County Clerk's land records.

(Ord. § 1, 2021)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE K

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1263, 1242, AND 1195 AND SECTION 16.10.600(E) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS RENTAL STANDARDS AND 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:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1263, 1242, and 1195 and Section 16.10.600(E) of the Municipal Code of the Town of Jackson is hereby amended and reenacted read as follows:

16.10.600 Rental Standards and Procedures

E. Affordable Rentals Owned by a Private Entity - To ensure that rents are affordable to households earning income within the Affordable Income Ranges, rents for Affordable Units will be calculated using the following method:

1. Standard of Affordability - The standard for affordability provided by HUD is that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this thirty percent (30%) is rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners.

2. Household Size for Rent Calculation - For purposes of calculating rental rate only:

<u>Unit Type</u>	<u>Household Size</u>
<u>Studio:</u>	<u>One (1) person</u>
<u>One-bedroom</u>	<u>One (1) person</u>
<u>Two-bedroom</u>	<u>Two (2) persons</u>
<u>Three-bedroom:</u>	<u>Three (3) persons</u>
<u>Four-bedroom:</u>	<u>Four (4) persons</u>

Dormitories are defined as a housing unit with more than two (2) bedrooms that is designed to house unrelated individuals and meets the requirements for a dormitory I the Livability Standards. The household size will be based on one (1) person per bedroom (i.e. a six (6) bedroom dorm unit will be calculated as a six (6) person household.

3. Rental Housing Units (SFD or Apartments) - Maximum Rent Calculation. The maximum rent calculation is thirty percent (30%) of the low end of the Income Range for the household size. For household size see Section 6-4.A.2.

Example based on 2021 MFI:

50% - 80% Income Range 3-bedroom

Low end of the 50% - 80% Income Range for 3-person household =
(\$52,020 x 30%) / 12 = \$1,301

4. Dormitories

a. Maximum Rent Calculation - The maximum rent calculation for dormitories is thirty percent (30%) of the low end of the Income Range for the household size.

Example:

Six bedroom 50% - 80% Income Range dorm = six (6) person household

Low end of 50% - 80% MFI for 6 person household = (\$67,049 x 30%) / 12 = \$1676 per month

b. Maximum Rent Per Person - The maximum rent charged per person is calculated by dividing the maximum rent per month by the number of bedrooms.

Example:

Six (6) bedroom 50% - 80% Income Range dorm = maximum rent of \$1,676 per month.

\$1676 / 6 = \$279 per bedroom per month

(Ord. § 1, 2021; Ord. 1263 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1264, 1242, AND 1195 AND SECTION 16.10.700(A) AND (B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS COMPLIANCE AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1264, 1242, and 1195 and Section 16.10.700(A) and (B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

A. Compliance Process - Special Restrictions are recorded on all Housing Department homes. These restrictions control the occupancy and use of the unit. They also refer to these Rules and Regulations.

The Housing Department Compliance Specialist monitors occupancy and use restrictions to ensure owners are in compliance, and acts on various complaints from the public concerning compliance issues. The Housing Department Compliance Specialist also receives and processes requests for exceptions, appeals, leave of absence, requests to rent, transfer of title, and qualified mortgages.

1. Compliance Requirements.

- a. Affordable Units - Owners of Affordable housing units with restrictions recorded after June 4, 2018 will receive annual requests for information concerning employment, insurance requirements, ownership of residential real estate and occupancy of the unit. Owners of Affordable housing units with restrictions recorded prior to June 4, 2018 are not required to verify continued employment annually or ownership of residential real estate, however, they may be required to verify occupancy and insurance requirements.
- b. Employment-based and Workforce Housing Units - Employment-based units and Workforce housing units are required to provide information to the Housing Department annually concerning income, employment and ownership of other residential real estate.
- c. Employee Housing Units - Owners of Employee housing units will be required to submit information annually about the occupants of the units, their income, employment, and ownership of other residential real estate.
- d. Accessory Residential Units - Owners of ARUs will be required to annually submit information concerning the occupants of the units, their employment, and ownership of residential real estate.
- e. Exemption for Retirees - During ownership, if one (1) member of the household meets the retirement age as defined by the Federal Social Security Administration defined in these Housing Department Rules and Regulations, the household will be exempt from continued compliance with income and employment eligibility standards.

f. Exemption for Retirees - During ownership, owners that reach retirement age as defined by the Federal Social Security Administration (FSSA) and further defined in these Housing Department Rules and Regulations are exempt from income and employment requirements but must remain a qualified household for the duration of the ownership on all other aspects of the recorded Special Restriction including but not limited to the sole residency requirement, occupancy, and no ownership of other residential real estate within 150 miles of Teton County. Owners or members of the household that have not reached retirement age as defined by FSSA will be required to continue to comply with qualification criteria and reporting requirements in accordance with the Special Restriction and these Housing Rules and Regulations.

...

B.3 If the owner fails to respond to the Notice of Default, the Housing Department shall take steps to enforce the default in accord with the applicable Special Restriction and/or the Housing Department Rules and Regulations. Enforcement of the default includes but is not limited to forcing the sale of the home or unit~~will consider the non action or failure to respond as a breach of default and shall take steps to enforce the default in accord with the applicable Special Restriction and/or the Housing Department Rules and Regulations. Enforcement of the breach or violation includes but is not limited to forcing the sale of the home or unit.~~

B.4 Multiple Defaults - Upon the fourth time an owner is found to be in Default, the owner will not have an opportunity to cure. Multiple Defaults include any Defaults of failure to comply with the same or different Rules or Restrictions. The Housing Department will force the sale of the home or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing.

(Ord. § 1, 2021; Ord. 1264 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE M

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1266, 1242, AND 1195 AND SECTION 16.10.800(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1266, 1242, and 1195 and Section 16.10.800(A) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.900 Definitions

23. **Dormitory:** A housing unit with more than two (2) bedrooms that is designed to house unrelated individuals and meets the requirements for a dormitory in the Livability Standards.

...

54. 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) A minimum of seventy-five percent (75%) of 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.

...

65. **Occupancy Agreement:** An Occupancy Agreement is an agreement signed by an owner and a new resident of a restricted unit with approval of the Housing Department. The new resident certifies that they are qualified for occupancy of the unit and acknowledges the deed restriction and any other rules pertaining to the property and agrees to follow them. The owner consents to the new resident and agrees that any violation by the new resident constitutes a violation by the owner.

...

81. **Residential Dwelling Unit:** Any property used for personal or commercial residential purposes. Examples include, but are not limited to, single-family homes, condominiums, cooperatives, duplexes, townhouses, and multi-family homes~~**Residential Property:** A parcel that either includes a residential dwelling unit, or has the by-right potential for developing a residential dwelling unit per local zoning regulations.~~

82. **Residential Real Estate:** A parcel that either includes a Residential Dwelling Unit or has the by-right potential for developing a Residential Dwelling Unit per local zoning regulations.

(Ord. [§ 1, 2021](#); Ord. 1266 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Lynsey Lenamond, Town Clerk

ORDINANCE N

AN ORDINANCE GRANTING LITTLE STEPS SOLUTIONS, LLC dba AVANT DELIVERY A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE MATERIALS AND REUSABLE PACKAGING FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING WASTE REDUCTION EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Little Steps Solutions, LLC dba Avant Delivery ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority" or "Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Little Steps Solutions, LLC dba Avant Delivery, hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of Compostable Materials and Reusable Packaging within the corporate limits of the Town of Jackson, as the same may be altered from time to time.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will, for the period of five (5) years immediately from and after the passage of this Ordinance, collect Compostable Materials and Reusable Packaging in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to the Teton County Integrated Solid Waste and Recycling ("ISWR") Food Waste Composting Facility and Grantee's sanitation facility, respectively; to pay all costs and charges therefore; and to insure the proper storage, disposal, cleaning, sanitation and recirculation thereof, respectively, in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of Compostable Materials and Reusable Packaging and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. **Reusable Packaging.** "Reusable Packaging" shall mean food containers that are used multiple times for the purpose of transporting food products from vendors to individual consumers that is cleaned

and sanitized concomitant with industry standards after each individual consumer uses it and before each vendor receives it.

- B. Answering Service. "Answering service" shall mean a person or device to answer Grantee's business phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.
- C. Compostable Materials. "Compostable Materials" shall mean all organic and non-organic waste which is accepted by the ISWR Food Waste Composting Facility.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting therefrom only State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 5. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 6. Books and Records. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 7. Rights and Privileges. Franchising Authority, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a Compostable Materials and Reusable Packaging collection service in the Town for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees for such service as specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Compostable Materials and Reusable Packaging to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Compostable Materials and Reusable Packaging to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 9. Conduct of Work. Grantee, its employees and agents, engaged in the collection of Compostable Materials and Reusable Packaging shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees and agents, shall exercise reasonable care in the handling of Compostable Materials and Reusable Packaging and the receptacles containing the same. Grantee may not burn any Compostable Materials and Reusable

Packaging but must haul all of the same, except that set forth in Section 8 of this Ordinance, to the nearest approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees and agents, shall insure in the hauling of Compostable Materials and Reusable Packaging that no spillage occurs and that the Compostable Materials and Reusable Packaging be hauled in such a manner so as not to scatter enroute, covering any vehicle used for hauling Compostable Materials and Reusable Packaging where necessary and practical to do so and shall see to its proper storage.

Paragraph 10. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 11. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Compostable Materials and Reusable Packaging collection fees or charges.

Paragraph 12. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after Town provides written notice of default to Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 13. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring Compostable Materials and Reusable Packaging collection services.

Paragraph 14. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned or transferred in anyway without the prior written approval of the Town.

Paragraph 15. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Compostable Materials and Reusable Packaging as Grantee shall reasonably establish from time to time. The Franchising Authority reserves the right to regulate the fees in the event it determines, in its sole discretion, that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town, or in the event the Town determines, after public hearing, duly advertised with thirty (30) days' advanced notice to Grantee that existing competition is ineffective in regulating rates charged by franchisees performing like services to Grantee and that the best interest of the people of the Town require that, either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Paragraph 16. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 17. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days' written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 18. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise agreement.

Paragraph 19. Pick-Up Locations. Compostable Materials and Reusable Packaging pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Paragraph 20. Notice. Each notice and other communication hereunder shall be in writing to the addresses set forth below, shall be by registered mail, return receipt requested, and shall be deemed to have been given on the fifth business day following the date of the mailing.

The notices and other communications to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices and other communications to the Grantee shall be addressed as follows:

Little Steps Solutions, LLC dba Avant Delivery
Attn: Samuel Schwartz
P.O. Box
_____, WY 830 _____

Paragraph 21 Miscellaneous Provisions.

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. **Governmental Immunity.** The Franchising Authority does not waive its governmental immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. **Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. **Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, without regard to conflict of laws provisions.
- F. **Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. **Effective Date.** This Franchise is effective upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk

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

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

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

PASSED 1ST READING THE __ DAY OF __, 2021.
PASSED 2ND READING THE __ DAY OF __, 2021.
PASSED 3RD READING AND APPROVED THE __ DAY OF __, 2021.

[illegible]

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day of ____, 2021.

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

Lynsey Lenamond, Town Clerk

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: August 16, 2021
RE: Town Manager's Report

COVID-19 Community Update

The Teton County Health Department requested the Town's assistance with a COVID-19 Community Update as a result of the Delta variant break through cases and the community moving back to an orange risk level. This Community update will occur later in August and will be comprised of 3 health officials, Jodie Pond, Dr. Travis Riddell, and Dr. Paul Beaupre. The Town of Jackson will not be hosting the update but we will be streaming it from our Chambers and it will be available on the Town's website. If you have questions or concerns about the update being streamed from the Council Chambers, please let me know.

Leadership Development Training

With the Council's approval in the FY22 Budget of funding for Leadership Development for employees, staff has engaged Jason Barger of Step Back Leadership to engage the first class of employees in the organization in this effort. This will be a multi-year project and an ongoing effort towards developing future leaders and reinforcing leadership concepts for staff in management and leadership positions in the organization. Investing in organizational development and efforts to continue to improve the culture in the organization are critically important in retaining quality employees and providing a high quality work atmosphere for staff and for the public we serve. Along with the Leadership Development class we will also be conducting two organization wide training opportunities with Jason Barger around the Town of Jackson's Values to keep our positive culture top of mind as we continue to serve the public. We appreciate the Council's consistent support of staff development.

Planner of the Year

Tyler Sinclair has been awarded the 'Planner of the Year' award for his work on Snow King. This award, administered by the Western Planning Resources (WPR), honors an individual who has the fortitude, skill, and humor to be a recognized practitioner and outspoken advocate of planning in the West. Through this award, WPR honors planners who have gained respect as fellow professionals, and identifies and recognizes planner's achievements. Categories considered in choosing the winner include promotion of effective planning practices and principals and the achievement of community goals, all of which Sinclair is an exemplar. The Town is lucky to have Sinclair as a part of its team.