

Jackson Town Council Regular Meeting

August 2, 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/82898667721?pwd=R2MrNUxzTHBUQTVybM90NnBiR3hXQT09>

If the link does not work, join at zoom.com with Webinar ID **828 9866 7721** Password: **83001**

or join by phone **1.669.900.9128** with Webinar ID **828 9866 7721** and Passcode **83001**

II. OPENING

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

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. July 19, 2021 workshop
 - 2. July 19, 2021 regular meeting
- B. Disbursements
- C. Bid 22-03 Well 9 Exploration Contract Award
- D. P21-155 Temporary Sign Permit Becoming JH
- E. P21-177 Temporary Sign Permit Art Association Pop Up Fair
- F. Special Event: Lights Out Challenge
- G. Teton Tiger Dispensing Area
- H. Letters of Support for NEA Grants

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

- A. Administration
 - 1. Rodeo Concession Term Extension (Roxanne Robinson)
 - 2. COVID 19 Special Event Policy Review (Carl Pelletier)
- B. Planning

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.

1. Item P21-114: Development Plan Amendment for 5-lot subdivision 105-165 Nelson Drive (Tyler Valentine)

VI. RESOLUTIONS

- A. **Resolution #21-24:** FAA ARPA Grant for Airport (Lynsey Lenamond)

VII. ORDINANCES

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

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. 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.

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

July 19, 2021

JACKSON, WYOMING

The Jackson Town Council met in regular workshop session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 3:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* Arne Jorgensen and Jonathan Schechter *via Zoom:* Jessica Sell Chambers. Mayor Hailey Morton Levinson and Jim Rooks were absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Michael Palazzolo, Floren Poliseo, Paul Anthony, Brady Hansen, Brian Schilling, April Norton, Johnny Ziem, Brian Lenz, Roxanne Robinson, and Lynsey Lenamond.

Director Updates. Floren Poliseo, Paul Anthony, Michael Palazzolo, and Brady Hansen provided department updates.

Downtown Bike Lane Connectivity. Brian Schilling made staff comment. Katherine Dowson made public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue this item to the next available workshop. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Public Private Partnership Fee Waiver. Tyler Sinclair and April Norton made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to direct staff to draft and/or revise applicable Town resolutions or Cooperative Agreements to adjust the Town Fee Waiver Policy for 100% deed restricted housing developments and the associated Planning, Building, Engineering and Utility fees as recommended by staff in this staff report dated July 19, 2021, and as discussed at this meeting. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Downtown Pedestrian Project. Johnny Ziem made staff comment. Council held discussion with staff. Anna Olson, Cedar Davis and Jay Varley made public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the Downtown Pedestrian Improvement Project conceptual plans as amended and direct staff to take the concept to final design under the suggestions and recommendations discussed today. 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 Jessica Sell Chambers to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried. The meeting adjourned at 5:02 p.m.

TOWN OF JACKSON

ATTEST:

Lynsey Lenamond, Town Clerk

minutes:ll

Publish JH News & Guide: July 28, 2021

Vice Mayor Arne Jorgensen

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

July 19, 2021

JACKSON, WYOMING

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

TOWN COUNCIL: *In-person:* Vice Mayor Arne Jorgensen and Jonathan Schechter. *via Zoom:* Jessica Sell Chambers. Mayor Hailey Morton Levinson and Jim Rooks were absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne, Robinson, Katelyn Page, Johnny Ziem, Michelle Weber, Floren Poliseo, Michael Palazzolo, Paul Anthony, April Norton, Tyler Valentine, and Lynsey Lenamond.

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

Public Comment. None.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the consent calendar including items A-E 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 6, 2021 regular meeting.

B. June Municipal Court Report.

C. Disbursements. ACE HARDWARE \$7,893.41; ADVANCED GLASS TRIM, LLC \$325.00; AMAZON \$1,164.72; AMSOIL INC \$7,508.90; ARCHITECTURAL BUILDING SUPPLY \$766.34; ARCHIVESOCIAL, INC. \$4,788.00; AT&T \$1,283.77; B-CYCLE LLC \$466.55; BISON LUMBER \$323.23; BLUE SPRUCE CLEANERS, INC. \$128.60; BLUE TO GOLD, LLC \$895.00; BMV LLC \$129.04; CARQUEST AUTO PARTS INC. \$248.52; CASELLE INC. \$3,488.00; CENTURYLINK \$44.97; CHAPA STRIPES OF IDAHO \$16,264.40; CHITWOOD, JESSICA \$47.90; CITY OF DRIGGS \$1,708.08; CIVICPLUS \$23,380.00; CNA SURETY \$609.50; CODE STUDIO \$3,275.00; CONTROL SYSTEM TECHNOLOGY, INC. \$12,242.50; CORNFORTH CONSULTANTS, INC. \$1,225.00; CUMMINS ROCKY MOUNTAIN LLC \$1,260.00; DELTA DENTAL PLAN OF WYOMING \$546.00; DIAMOND VOGEL PAINTS, INC. \$1,687.10; DIVISION OF VICTIM SERVICES \$450.00; E.R. OFFICE EXPRESS \$325.41; EFORCE \$1,520.00; ENERGY LABORATORIES INC. \$201.00; EVANS CONSTRUCTION INC \$593.63; FERGUSON ENTERPRISES, INC \$199.91; FIGJAM ENTERPRISES, LLC \$100.00; FIRE SERVICES OF IDAHO \$575.44; FIREWISE LANDSCAPES INC \$7,512.15; FIVE-COUNTY DETENTION CENTER \$150.00; FREEDOM MAILING SERVICE INC. \$1,800.45; GARMIN USA \$64.95; GE SOFTWARE \$80.00; GREENWOOD MAPPING INC. \$1,350.00; GRUPP FINANCIAL, LLC \$93.00; HD FOWLER COMPANY \$3,750.73; HIGH COUNTRY LINEN \$1,107.43; HIRST APPLGATE, LLP \$107.85; HUNT CONSTRUCTION INC \$1,786.00; HURST, RON \$180.00; ICMA MEMBERSHIP \$1,260.21; IDAHO TRAFFIC SAFETY, INC. \$41,376.50; IDEXX DISTRIBUTION, INC. \$353.35; INTERSTATE BATTERY \$227.90; JACKSON HOLE NEWS & GUIDE \$2,073.56; JACKSON HOLE SECURITY, LLC \$4,635.00; JACKSON LUMBER INC \$348.56; JACKSON PAINT AND GLASS, INC. \$542.63; JACOBSON, PAUL \$630.05; JH20 WATER CONDITIONING & FILTRATION \$79.00; JORGENSEN ASSOCIATES, PC \$17,312.50; KENWORTH SALES COMPANY DEPT #1 \$1,703.65; LANGUAGE TESTING INTERNATIONAL, INC \$354.00; LEIGH, CHRISTOPHER S. \$75.00; LINCOLN COUNTY CLERK \$2,310.00; LOCAL GOV'T LIABILITY POOL \$73,303.23; LOWER VALLEY ENERGY INC \$36,634.04; MARQUINA, FRANCISCA \$100.00; MILLER SANITATION \$8,603.00; MOBILITY FOREFRONT LLC \$35,000.00; MOUNTAINLAND BUSINESS SYSTEMS \$2,840.00; MOUNTAINSCAPES, INC \$557.25; MSC INDUSTRIAL SUPPLY CO \$330.43; NAPA AUTO PARTS INC. \$1,914.92; NELSON ENGINEERING \$4,749.00; NORMAND, JACOB \$377.31; O'RYAN CLEANERS \$379.67; PARTSMASER \$139.04; PLATT \$213.60; PRAZMA PAINT & AUTO BODY \$4,413.79; PREMIER TRUCK- SALT LAKE CITY \$9,791.51; PRO-WEST & ASSOC., INC \$19,496.39; QUADIENT LEASING USA, INC. \$1,406.07; RAFTELIS \$36,254.28; RED'S AUTO GLASS, INC. \$1,180.00; REES, DAVID \$155.00; RENDEZVOUS ENGINEERING, P.C. \$4,127.50; RENDEZVOUS INSURANCE INC. \$130,516.38; RENOVA, AMY \$3,688.58; RON'S TOWING \$3,500.00; ROSS CONCRETE CONST LLC \$15,494.50; RUI INC. DBA VILLAGE GARDNER \$706.85; RUSH TRUCK CENTER, IDAHO FALLS \$1,440.49; SAFETY SUPPLY & SIGN CO., INC. \$2,057.19; SAFETY-KLEEN SYSTEMS, INC. \$289.23; SALTWORKS LLC \$3,863.00; SCHOLES, PAULINE \$400.00; SCHOW'S TRUCK CENTER \$2,312.52; SHERVIN'S INDEPENDENT OIL \$122.50; SHERWIN-WILLIAMS CO. \$497.29; SILVERSTAR \$3,360.65; SLUDER, KELLY \$324.37; SMITH POWER PRODUCTS, INC. \$4,444.98; SNAKE RIVER ROASTING \$97.90; SOUTHERLAND TOOL MFG, INC \$1,252.88; SPRING CREEK ANIMAL HOSPITAL \$473.68; STINKY PRINTS, INC \$120.00; SUBLETTE COUNTY SHERIFF'S OFFICE \$770.00; SUNRISE ENVIRONMENTAL \$593.39; SWAGIT PRODUCTIONS, LLC \$1,775.00; TETON COUNTY CLERK \$19,014.67; TETON COUNTY FAIR \$60.00; TETON COUNTY SHERIFF-DISPATCH \$12,670.73; TETON COUNTY SPECIAL FIRE FUND \$16,295.18; TETON COUNTY TRANSFER STATION \$10.00; TETON COUNTY-FUND 10 \$56,508.03; TETON COUNTY-FUND 13 \$62,136.45; TETON EXCAVATION LLC \$4,573.17; TETON MOTORS INC \$3,669.75; TETON TRASH REMOVAL, INC. \$47.00; THE TIRE RACK, INC. \$756.80; THERMO KING INTERMOUNTAIN, LLC \$1,130.15; THOMSON WEST \$902.79; UPPER CASE PRINTING INK \$220.11; VEGA, JAIME \$1,240.00; VERIZON WIRELESS \$11,403.92; VIRGINIAN VILLAGE CONDO HOA \$1,080.00; VISION SERVICE PLAN - (WY) \$1,645.92; W.A.R.M. PROPERTY INSURANCE \$283,518.27; WATTS STEAM

D. P21-143 Temporary Sign Permit TCSD Fall Festival. To approve the temporary banner in conjunction with TCSD Fund for Public Education Fall Fest 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 is approved for the following location: 105 Buffalo Way, Albertsons during: August 15 - 28, 2021

E. P21-151 Temporary Sign Permit Rally for Clean Water. To approve the temporary banner in conjunction with Protect Our Water JH Rally for Clean Water 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 is approved for the following location: 105 Buffalo Way, Albertsons during: o July 30 – August 13, 2021 Miller Park Tennis Courts during: July 30 – August 13, 2021 Phil Baux Park Baseball Fence during: July 30 – August 13, 2021.

The vote showed 3-0 in favor and the motion carried.

Update Jackson Municipal Code Title 1 General Provision. Lea Colasuonno and Michelle Weber made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to revise Title 1 of the Jackson Municipal Code to reduce the administrative fee for a person convicted of or receiving a deferred adjudication for public intoxication from \$100 to \$25 with a full update to the Title for technical matters as identified by staff, and to thereafter bring back a full revised draft of Title 1 to Council at a future meeting. Vice Mayor Jorgensen called for the vote. The vote showed 2-1 in favor with Jessica Sell Chambers opposed and the motion carried. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to direct staff to revise Title 1 of the Jackson Municipal Code to add that every Municipal Judge of the Town of Jackson is 1) an active member of the Wyoming State Bar in good standing for at least 5 years prior to appointment and 2) free from any discipline by all state bars from which they hold licensure and state supreme courts for a period of, at minimum, 5 years prior to appointment and 3) successfully complete an employment screening, with a full update to the Title for technical matters as identified by staff, and to thereafter bring back a full revised draft of Title 1 to Council at a future meeting. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

400 W. Snow King Proposal Award. April Norton made staff comment. Council held discussion with staff. Anna Olson made public comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to move to direct staff to work with BlueLine Development and Snow King Partners to develop a draft application that includes a revised site plan for the September 2021 Wyoming Community Development Authority Low-Income Housing Tax Credit program and to present the draft application to the Council for review and approval prior to application submission. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Item P21-093: TC Report Text Amendment Related to NL-5 Zone to Allow Subdivision of Lots for Deed Restricted Units. Tyler Valentine and April Norton made staff comment. Council held discussion with staff. Based upon the findings as presented in the staff report and made by the applicant for an amendment to the text of the Land Development Regulations (Item P21-093), a motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to make findings 1-6 in Section 8.7.1.C of the Land Development Regulations related to 1) Is consistent with the purposes and organization of the LDRs; 2) Improves the consistency of the LDRs with other provisions of the LDRs; 3) Provides flexibility for landowners within standards that clearly define desired character; 4) Is necessary to address changing conditions, public necessity, and/or state or federal legislation; 5) Improves implementation of the Comprehensive Plan; and 6) Is consistent with other adopted Town Ordinances, and to approve the requested text amendments subject to this staff report, the departmental reviews attached hereto and the following condition of approval: 1. If three deed restricted units are developed on a lot or site, the overall project shall get a 600 sf increase in floor area provided all other LDR standards are met. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Item P21-118: Final Plat 645 S. Cache. Katelyn Page and Paul Anthony made staff comment. Council held discussion with staff. Sue Karichner made public comment. Based upon the findings as presented in the staff report and as made by the applicant for Item P21-118, a motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to 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, to approve a Final Plat for the 645 South Cache Condominiums Addition to the Town of Jackson for the property addressed at 645 S. Cache Street subject to 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. The Special Restrictions for Workforce Ownership Housing shall be recorded immediately following the recordation of Final Plat. 3. The required easement legally connecting access from 645 South Cache to the required parking on 655 S. Cache shall be recorded at the time of recordation of Final Plat. 4. Park and School Exactions shall be paid prior to plat

recording. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Public Hearing: Snow King Chair Project. Johnny Ziem made staff comment. Vice Mayor Jorgensen opened a public hearing. Anna Olson, Ryan Stanley and Carrie Geraci made public comment. Vice Mayor Jorgensen closed the public hearing. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the submittal of the Wyoming Business Council Community Enhancement grant application to help fund the Summit Connector Chair Placemaking Project and authorize the Mayor and/or the Town Administrator to execute any required grant documents on behalf of this project. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Resolution 21-22: Accepting FAA Grant to Reconstruct Runway 1/19 (Phase III). Lynsey Lenamond made staff comment.

RESOLUTION 21-22

A RESOLUTION PROVIDING APPROVAL FOR A GRANT FOR RECONSTRUCT RUNWAY 1/19 (PHASE III) AIP GRANT NO. 3-56-0014-067-2021

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 planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA to “Reconstruct Runway 1/19 (Phase III)” at the Airport in the maximum amount of \$9,996,778, and the Board desires to accept such grant; and

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 AIP Grant Number 3-56-0014-067-2021 in the amount of \$9,996,778 for the purpose of “Reconstruct Runway 1/19 (Phase III),” as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of July 2021.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adopt the Resolution authorizing the Jackson Hole Airport Board to accept FAA Grant No. 3-56-0014-067-2021 to Reconstruct Runway 1/19 (Phase III). Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Resolution 21-23: A Resolution of Support for the WBC Grant Application for Summit Connector Chair Placemaking Project. Johnny Ziem made staff comment.

RESOLUTION OF SUPPORT RESOLUTION NO. 21-23 A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR AN ENHANCEMENT GRANT ON BEHALF OF THE GOVERNING BODY OF THE TOWN OF JACKSON FOR THE PURPOSE OF: SUMMIT CONNECTOR CHAIR PLACEMAKING PROJECT WITNESSETH

WHEREAS, the Governing Body of the Town of Jackson desires to participate in the Business Ready Community Grant and Loan Program to assist in financing this project; and

WHEREAS, the Governing Body of the Town of Jackson recognizes the need for the Summit Connector Chair Placemaking Project and believes this project will address those needs; and

WHEREAS, the public benefits of this project will be economic development, beautification of public space, generation of creative placemaking through history and art, visual connection from Town Square to Snow King Mountain, increased vitality in the downtown core and the consideration is measured by the successful installation of rehabilitated Snow King summit chairs installed for use by pedestrians accompanied by historical interpretive features; and

WHEREAS, the specific goals and measures of success of this project are increased walkability in downtown Jackson, visual connectivity between downtown Jackson and Snow King Mountain, and preservation of Snow King Mountain Resort heritage; and

WHEREAS, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council’s Rules governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the Town of Jackson plans to provide cash match to this Business Ready Community Grant and Loan Program Enhancement project from the following source(s):

- 1.Town of Jackson Public Art Funds: \$5,000
- 2.Snow King Mountain donated lift chairs: \$22,500; and

WHEREAS, the Governing Body of the Town of Jackson plans to provide staff time as an in-kind match to this Business Ready Community Grant and Loan Program Enhancement project from the following source(s):

- 1.Public Works: for the purpose of design and construction management,\$2,500
- 2.Planning: for the purpose of design and location placement, \$1,200
- 3.Parks and Recreation: for the purpose of design and location placement,\$2,200; and

WHEREAS, the Governing Body for the Town of Jackson has a comprehensive operation and maintenance plan including projected expenses and project income sources extending the life of the asset(s); and

WHEREAS, In the event of any project cost overruns, the Town of Jackson will provide funding in the amount necessary to complete the project utilizing Town of Jackson Public Art Funds; and

WHEREAS, the Governing Body for the Town of Jackson is considering other possible funding solutions for this project which include local business sponsors, private donations, and Wyoming Humanities Council grant funding; and

WHEREAS, the Town of Jackson is working in partnership with the Chamber of Commerce, Jackson Hole Public Art, Snow King Mountain Resort, and private business entities; and

WHEREAS, the Town of Jackson held a public hearing on July 19, 2021, to solicit testimony from citizens, and gave full consideration to all comments received; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Town of Jackson, that a grant application in the amount of \$100,000 be submitted to the Wyoming Business Council for consideration of assistance in funding the Summit Connector Chair Placemaking Project.

BE IT FURTHER RESOLVED, that Jackson Hole Public Art and the Chamber of Commerce are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Governing Body on all matters relating to this grant application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED AND ADOPTED THIS 19th day of July, 2021.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Resolution 21-23, a resolution of support for the Wyoming Business Council (WBC) grant application for the Summit Connector Chair Placemaking Project. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers 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 X: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance X on third reading and designate it Ordinance 1282. Roxanne Robinson made staff comment. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance Y: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance Y on third reading and designate it Ordinance 1283. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance Z: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance Z on third reading and designate it Ordinance 1284. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance A: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it as a Part of the Neighborhood Low Density – 3 (NL-3) District and Providing for an Effective Date.

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

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance A on third reading and designate it Ordinance 1285. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Ordinance B: An Ordinance Amending And Reenacting Section 1 Of Ordinance Nos. 90, 90a, 172, 227, 375, 388, 389, 516, 544, 577, 569, 605, 987, 998, 1063, 1072, 1185, And 1245, Section 2 Of Ordinance Nos. 90a And 227, Section 3 Of Ordinance Nos. 90, 90a, 503, And 853, Section 6 Of Ordinance No. 853, Section 7 Of Ordinance No. 504, And Sections 8, 9, And 13 Of Ordinance No. 90; And Sections 6.10.010, 6.30.020, 6.30.030, 6.30.040, And 6.40.045 Of The Jackson Municipal Code Regarding Liquor Licenses And Permits And Providing For An Effective Date.

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

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance B on third reading and designate it 1286. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried.

Matters from Mayor and Council. None.

Town Manager’s Report. Larry Pardee and Roxanne Robinson made staff comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to accept the Town Manager’s Report into the public record. The Town Manager’s report included information on START advertising, the START Variable-Hour Operator Winter Season Bonus, and E-Bike Licensing, Training and Related Issues. 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 Jessica Sell Chambers to adjourn. Vice mayor Jorgensen called for the vote. The vote showed 3-0 in favor and the motion carried. The meeting adjourned at 8:00 p.m.

TOWN OF JACKSON

ATTEST:

Vice Mayor Arne Jorgensen

Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: July 28, 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
425	ACE EQUIPMENT & SUPPLY	171560	16" PROLENE BRUSH	02/03/2021	442.20	.00	
425	ACE EQUIPMENT & SUPPLY	172314	CORD REEL ASSEMBLY	07/08/2021	350.00	.00	
425	ACE EQUIPMENT & SUPPLY	172350	BRUSH	07/15/2021	293.20	.00	
Total 425:					1,085.40	.00	
51	ACE HARDWARE	474248	7" PAINT ROLLER TRY, THERM	07/14/2021	65.44	.00	
51	ACE HARDWARE	739662	void invoice	05/20/2021	7,372.00-	7,372.00-	07/22/2021
51	ACE HARDWARE	745914	LADDR 6' STP	07/05/2021	119.99	.00	
51	ACE HARDWARE	745916	TITAIN 25" STRAP FL-GREEN	07/05/2021	21.98	.00	
51	ACE HARDWARE	746200	SHWRHD, HANDHLD, DIVERTR	07/07/2021	79.96	.00	
51	ACE HARDWARE	746213	HOSE FLEXOGEN	07/07/2021	49.99	.00	
51	ACE HARDWARE	746264	CTRL PUMP	07/07/2021	59.98	.00	
51	ACE HARDWARE	746277	CLAMP SPRING 3", GROUT SPO	07/07/2021	19.47	.00	
51	ACE HARDWARE	746329	SIHL 080- LINE 50'	07/08/2021	6.99	.00	
51	ACE HARDWARE	746369	BAR OIL	07/08/2021	15.99	.00	
51	ACE HARDWARE	746501	LADDR 2' STEP, HOLE DOZER	07/09/2021	64.98	.00	
51	ACE HARDWARE	746551	MULTI-TOOL KIT	07/09/2021	124.98	.00	
51	ACE HARDWARE	746635	SPRAYER	07/09/2021	49.98	.00	
51	ACE HARDWARE	746946	TAPE MASK, ELECTRICAL TAPE	07/13/2021	23.97	.00	
51	ACE HARDWARE	746968	MAXFIT BIT	07/13/2021	11.99	.00	
51	ACE HARDWARE	747322	KITCHN TWL ROLL, CAULK DFL	07/15/2021	117.36	.00	
51	ACE HARDWARE	747373	Y BRASS HOSE W/SHUTOFF	07/15/2021	17.99	.00	
51	ACE HARDWARE	747768	TAPE BARCADE CAUTION 1000	07/19/2021	11.99	.00	
Total 51:					6,508.97-	7,372.00-	
3596	ADVANCED GLASS TRIM, LLC	20886	WINDSHIELD FOR SHERIFF TA	07/13/2021	300.00	.00	
Total 3596:					300.00	.00	
5726	AMAZON	1GH9-QHTN-4	DEWALT 20V MAX STRING TRI	07/13/2021	125.99	.00	
5726	AMAZON	1GL3-QK13-49	OFFICE SUUPPLY FOR ALL PW	07/07/2021	242.65	.00	
5726	AMAZON	1NCN-YLHJ-99	TRANSMISSION PARTS DIRECT	07/08/2021	46.50	.00	
5726	AMAZON	1TKN-VK17-C	HUNTER CONROY INDOOR LO	07/13/2021	102.61	.00	
5726	AMAZON	1XPD-4FYR-C	ZURN AQUA VANTAGE URINAL	07/14/2021	52.06	.00	
Total 5726:					569.81	.00	
6214	AMERICAN TOWER CORPORAT	3645925	SNOW KING REPEATER: RADIO	06/27/2021	4,440.00	.00	
6214	AMERICAN TOWER CORPORAT	3645925	SNOW KING REPEATER: RADIO	06/27/2021	4,440.00	.00	
Total 6214:					8,880.00	.00	
6575	APEX SAGE INC	070721	SI FERRIN- LABOR, RENTAL, M	07/07/2021	12,574.63	.00	
6575	APEX SAGE INC	072721	SI-FERRIN: LABOR, MATERIALS	07/27/2021	12,878.74	.00	
Total 6575:					25,453.37	.00	
3487	ARCHITECTURAL BUILDING SU	71245616	PROJ-SI-FERRIN- DOORS, FRA	07/19/2021	1,656.67	.00	
Total 3487:					1,656.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1783	AT&T	287259163099	JuNE SERVICES	07/16/2021	1,326.71	.00	
1783	AT&T	287279795460	July bill for acct 287279795460	07/19/2021	.03	.00	
Total 1783:					1,326.74	.00	
4774	BIG R RANCH & HOME	1513863	UNIFORMS NEW EMPLOYEE	07/08/2021	251.98	.00	
Total 4774:					251.98	.00	
6856	BLADES GROUP	18023201	ROCK/ASPHALT	07/08/2021	1,116.00	.00	
Total 6856:					1,116.00	.00	
4485	BLISS CARGO	14617	DELIVERY OF PACKAGE FROM	06/30/2021	42.45	.00	
Total 4485:					42.45	.00	
6244	BLUE360 MEDIA, LLC	210615-SF-187	WYO CRIMINAL LAW BOOKS	06/22/2021	1,582.50	.00	
Total 6244:					1,582.50	.00	
6851	BODA, ROY	072621	RETURN BOND B20-0917 1025	07/26/2021	1,000.00	1,000.00	07/26/2021
Total 6851:					1,000.00	1,000.00	
4634	BREAKFAST ROTARY OF JH	2384	QUARTERLY DUE	01/25/2021	175.00	.00	
4634	BREAKFAST ROTARY OF JH	2415	QUARTERLY DUES	07/15/2021	175.00	.00	
Total 4634:					350.00	.00	
6727	BRIGGS, ERIC L	6607	SHOP- SPOTGUN HFO	07/01/2021	139.95	.00	
6727	BRIGGS, ERIC L	6608	-R. HEINER- 16PC SPADE, LIFT	07/01/2021	203.75	.00	
6727	BRIGGS, ERIC L	6609	J.BAUER- 1/2" 30" 88TH, PPTKP,	07/01/2021	482.40	.00	
6727	BRIGGS, ERIC L	6712	ROBERT HEINER- ABRASIVE C	07/08/2021	41.25	.00	
6727	BRIGGS, ERIC L	6715	JAMIE BAUER- LEATHEMAN	07/08/2021	114.95	.00	
6727	BRIGGS, ERIC L	6716	ANTHONY- 16V ANGLE DIE	07/08/2021	469.90	.00	
6727	BRIGGS, ERIC L	6910	J.BAUER- CLIP LIFTER, CIRCU	07/15/2021	313.45	.00	
6727	BRIGGS, ERIC L	6912	J.WILSON- ABRASIVE CUTTER	07/15/2021	19.95	.00	
6727	BRIGGS, ERIC L	7137	A.UHL- VERSAPRO, DOUBLE H	07/22/2021	324.94	.00	
6727	BRIGGS, ERIC L	7138	TIM P- KEY CHAIN LIGHT, INFINI	07/22/2021	238.85	.00	
Total 6727:					2,349.39	.00	
3303	BRISTOL, JAMES	6528	BUSINESS CARD LYNSEY	07/26/2021	35.00	.00	
Total 3303:					35.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-532571	SERP BELT-POLY	07/15/2021	22.31	.00	
5	CARQUEST AUTO PARTS INC.	6090-532628	SERP BELT-POLY	07/15/2021	25.22	.00	
Total 5:					47.53	.00	
5738	CASPER STAR TRIBUNE	75113	RFP START	06/30/2021	215.44	.00	
Total 5738:					215.44	.00	
544	CENTURYLINK	307-111-5050 0	307-111-5050 246m	07/07/2021	3,439.03	.00	
544	CENTURYLINK	733-3106 742B	307-733-3106 742B	07/13/2021	42.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 544:					3,481.48	.00	
6001	CIVICPLUS	213635	LAUNCH ASSISTNCE	05/21/2001	657.00	.00	
Total 6001:					657.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9992	CONTROL SERVICE, CONTROL	06/23/2021	56,225.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9998	CONTROL SERVICE, CONTROL	06/28/2021	19,177.50	.00	
Total 4887:					75,402.50	.00	
3001	CREATIVE ENERGIES, LLC	6510	PROJ: INVERTER REPLACEME	07/01/2021	40,932.00	.00	
Total 3001:					40,932.00	.00	
4918	DEAN'S PEST CONTROL LLC	61844	SMALL RODENT@ WWTP	06/18/2021	10.00	.00	
4918	DEAN'S PEST CONTROL LLC	62104	RODENT CONTROLL- EVERY O	06/18/2021	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	62393	EXTERIOR & YARDS: 915, 930, 9	06/04/2021	400.00	.00	
Total 4918:					460.00	.00	
65	DELCON INC	25127	EMERGENCY REPAIR	06/30/2021	502.36	.00	
65	DELCON INC	25190	PROJ: 5-602 T&M PUBLIC WOR	07/28/2021	3,152.32	.00	
Total 65:					3,654.68	.00	
6854	DRY CREEK ENTERPRISES, IN	00028869	RENT TOILET @ 5450 RICK'S R	07/26/2021	475.00	.00	
Total 6854:					475.00	.00	
3408	E.R. OFFICE EXPRESS	18062	cd's and envelopes	07/16/2021	53.20	.00	
3408	E.R. OFFICE EXPRESS	18105	PAPER	07/27/2021	95.99	.00	
Total 3408:					149.19	.00	
1134	ENERGY LABORATORIES INC.	404907	INFLUENT, EFFLUENT, CELL 1,	07/06/2021	357.00	.00	
1134	ENERGY LABORATORIES INC.	406752	INFLUENT, EFFLUENT	07/13/2021	149.00	.00	
1134	ENERGY LABORATORIES INC.	407701	INFLUENT, EFFLUENT, CELL 1,	07/16/2021	402.00	.00	
1134	ENERGY LABORATORIES INC.	408860	INFLUENT, EFFLUENT	07/21/2021	192.00	.00	
Total 1134:					1,100.00	.00	
81	EVANS CONSTRUCTION INC	215213	MELODY DUMP FEE	07/07/2021	196.65	.00	
81	EVANS CONSTRUCTION INC	215307	MELODY DUMP FEE	07/09/2021	262.20	.00	
81	EVANS CONSTRUCTION INC	215401	ASPHALT	07/13/2021	2,497.36	.00	
81	EVANS CONSTRUCTION INC	215456	PIT RUN	07/14/2021	174.09	.00	
81	EVANS CONSTRUCTION INC	604121.004 06	RETAINAGE	06/16/2021	6,987.81	.00	
Total 81:					10,118.11	.00	
3885	EVIDENT	181600A	Evidence supplies	07/08/2021	312.40	.00	
Total 3885:					312.40	.00	
3195	FERGUSON ENTERPRISES, IN	9499041	PROJ: SKHN, ALUM FOIL TAPE,	07/06/2021	102.66	.00	
3195	FERGUSON ENTERPRISES, IN	9505444	URN REP KIT, H/SHWR PUSH, 6	07/08/2021	194.63	.00	
3195	FERGUSON ENTERPRISES, IN	9531183	VB HP REP KIT @ HOME RANC	07/16/2021	11.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3195	FERGUSON ENTERPRISES, IN	CM023871	CREDIT: RENTALS- H/SHWR PU	07/13/2021	114.00-	.00	
Total 3195:					194.71	.00	
4294	FIRE SERVICES OF IDAHO	9205255	LABOR, MATERIAL	04/19/2021	1,638.94	.00	
4294	FIRE SERVICES OF IDAHO	9824296	ANNUAL ALARM MONITORING	07/02/2021	360.00	.00	
4294	FIRE SERVICES OF IDAHO	9824297	ANNUAL ALARM MONITORING	07/02/2021	360.00	.00	
4294	FIRE SERVICES OF IDAHO	9824298	ANNUAL ALARM MONITOR @ T	07/02/2021	360.00	.00	
4294	FIRE SERVICES OF IDAHO	9824300	ANNUAL ALARM MONITORING	07/02/2021	360.00	.00	
4294	FIRE SERVICES OF IDAHO	9824301	ANNUAL ALARM MONITORING	07/02/2021	360.00	.00	
Total 4294:					3,438.94	.00	
3876	FITZGERALD, TODD	1579	TREE REMOVAL @ 145 W HANS	07/12/2021	745.00	.00	
Total 3876:					745.00	.00	
4709	FLEETPRIDE	77284489	E-8P BRAKE VALVE	07/07/2021	176.81	.00	
4709	FLEETPRIDE	77758565	CRANK CASE FILTER	07/14/2021	642.24	.00	
4709	FLEETPRIDE	77855605	OIL BATH SEAL, INBOUND FRT	07/15/2021	200.58	.00	
Total 4709:					1,019.63	.00	
6178	FORTRESS HOME IMPROVEME	431-965	PROJ: ROOF @ PUMP STATION	07/26/2021	25,968.00	.00	
Total 6178:					25,968.00	.00	
756	FREDERICK LANDSCAPING	2141	280 SOUTH WILLOW- HANSEN	07/22/2021	2,813.76	.00	
Total 756:					2,813.76	.00	
3521	FRIENDS OF PATHWAYS	1231	APRIL MAY AND JUNE START BI	07/09/2021	23,448.00	.00	
Total 3521:					23,448.00	.00	
5975	Gerlach, Edward	072721	DUTY BOOTS	07/27/2021	100.00	.00	
Total 5975:					100.00	.00	
4212	GILLIG LLC	40822053	KIT SHOE AND LINING	07/01/2021	236.82	.00	
4212	GILLIG LLC	40822932	AOR PRESSURE REGULATOR	07/06/2021	58.40	.00	
4212	GILLIG LLC	40823747	SPRING CHAMBER-MGM, BRAK	07/08/2021	433.48	.00	
4212	GILLIG LLC	40824137	TRW 29' HVY DUTY DRAGLINK	07/09/2021	382.25	.00	
4212	GILLIG LLC	40824651	SNAP RING	07/12/2021	25.80	.00	
4212	GILLIG LLC	40825100	12V STOP TURN TAIL RED W/LA	07/13/2021	210.25	.00	
4212	GILLIG LLC	40825566	REAR TRANSVERSE BEAM BUS	07/14/2021	2,174.06	.00	
4212	GILLIG LLC	40826774	HOSE ASM, STEPWELL BLK HO	07/19/2021	839.92	.00	
4212	GILLIG LLC	40826775	RR CLUTCH SEAL, INTERNAL R	07/19/2021	339.26	.00	
Total 4212:					4,700.24	.00	
4988	HD FOWLER COMPANY	I5834860	VALVE CURB STOP	07/07/2021	609.38	.00	
4988	HD FOWLER COMPANY	I5836375	VALVE BOX	07/08/2021	104.00	.00	
4988	HD FOWLER COMPANY	I5842632	VALVES	07/14/2021	1,799.38	.00	
4988	HD FOWLER COMPANY	I5844243	VALVE BOX	07/15/2021	169.96	.00	
4988	HD FOWLER COMPANY	I5845667	TAPPING SLEEVE	07/17/2021	1,699.74	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4988:					4,382.46	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: WATER	06/24/2020	18.43	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: SHOP SUPPLIES	06/24/2020	7.32	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: SEWER	06/24/2020	19.40	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: ADMIN	06/24/2020	4.85	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: FACILITY	06/24/2020	9.70	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: ADMIN	06/24/2020	4.85	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: STREETS	06/24/2020	42.68	.00	
96	HIGH COUNTRY LINEN	0259862	BUILDING MAINT: WWTP: PW	06/24/2020	3.00	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: WWTP	06/24/2020	20.37	.00	
96	HIGH COUNTRY LINEN	0259862	UNIFORMS: FLEET	06/24/2020	31.04	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: WWTP	07/01/2021	20.37	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: ADMIN	07/01/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: FLEET	07/01/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: WATER	07/01/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: STREET	07/01/2021	32.98	.00	
96	HIGH COUNTRY LINEN	0261334	BUILDING MAINT: PW	07/01/2021	136.08	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: FACILITY	07/01/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: SEWER	07/01/2021	14.55	.00	
96	HIGH COUNTRY LINEN	0261334	UNIFORMS: ADMIN	07/01/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0261334	BUILDING MAINT: SHOP SUPPLI	07/01/2021	52.32	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: STREET	07/08/2021	32.98	.00	
96	HIGH COUNTRY LINEN	0262843	BUILDING MAINT: PW	07/08/2021	3.20	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: FACILITY	07/08/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: WATER	07/08/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: ADMIN	07/08/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: SEWER	07/08/2021	22.05	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: FLEET	07/08/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: ADMIN	07/08/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0262843	BUILDING MAINT: SHOP SUPPLI	07/08/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0262843	UNIFORMS: WWTP	07/08/2021	20.37	.00	
96	HIGH COUNTRY LINEN	0263589	BUILDING MAINT: TOJ HOME R	07/12/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0263592	BUILDING MAINT: TOWN HALL-	07/12/2021	290.40	.00	
96	HIGH COUNTRY LINEN	0264038	BUILDIN MAINT: WWTP- MATS,	07/14/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: ADMIN	07/15/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: STREET	07/15/2021	32.98	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: ADMIN	07/15/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0264299	BUILDING MAINT: PW	07/15/2021	7.60	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: WWTP	07/15/2021	20.37	.00	
96	HIGH COUNTRY LINEN	0264299	BUILDING MAINT: SHOP SUPPLI	07/15/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: FACILITY	07/15/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: SEWER	07/15/2021	22.05	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: FLEET	07/15/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0264299	UNIFORMS: WATER	07/15/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0265535	MATS @ SHELTER	07/21/2021	61.93	.00	
96	HIGH COUNTRY LINEN	C0262738	CREDIT: WWTP MAINT	07/07/2021	239.85-	.00	
96	HIGH COUNTRY LINEN	S0262714	FLOOR CLEANER	07/07/2021	72.85	.00	
96	HIGH COUNTRY LINEN	S0264560	BUILDIN MAINT: WWTP- KITCH	07/15/2021	43.70	.00	
Total 96:					1,141.70	.00	
503	HUNT CONSTRUCTION INC	9620	asphaLT PATCH	07/15/2021	32,474.85	.00	
503	HUNT CONSTRUCTION INC	9632	pROJ: SNOW KING AVE: ASPHA	07/19/2021	8,710.00	.00	
Total 503:					41,184.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4044	IDAHO FALLS PETERBILT	577480	xX LARGE GLOVES	07/07/2021	57.70	.00	
Total 4044:					57.70	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	193592	SIGNAGE	06/09/2021	384.00	.00	
Total 3323:					384.00	.00	
106	INTERSTATE BATTERY	22250712	(2) MTP-48/H6, (3) MTP-94R/H7,	07/06/2021	800.70	.00	
106	INTERSTATE BATTERY	22250782	(1) SRM-24	07/12/2021	93.95	.00	
106	INTERSTATE BATTERY	22250831	(1) DRY0070, (1) DRY0075, (1) D	07/19/2021	48.75	.00	
106	INTERSTATE BATTERY	22250894	(1) MTP-48/H6, (2) SRM-24	07/26/2021	317.85	.00	
Total 106:					1,261.25	.00	
5098	JACKSON ANIMAL HOSPITAL	44392	RABIES	06/29/2021	36.00	.00	
Total 5098:					36.00	.00	
2	JACKSON CURBSIDE INC.	00029097	OFF SQUASRE DOWNTOWN LO	07/10/2021	1,375.00	.00	
Total 2:					1,375.00	.00	
6474	JACKSON HOLE LAW, PC	1378	LEGAL SERVICES	07/28/2021	3,001.75	.00	
Total 6474:					3,001.75	.00	
131	JACKSON HOLE NEWS & GUID	327307	AD#394471 PLANNING COMMIS	06/30/2021	246.40	.00	
131	JACKSON HOLE NEWS & GUID	327408	AD#394410 REIREMENT PARTY	06/30/2021	483.06	.00	
131	JACKSON HOLE NEWS & GUID	327972	AD#395010 TRANSIT DIRECTO	07/14/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	328073	AD#395107 07-06 REG MEETIN	07/14/2021	517.28	.00	
131	JACKSON HOLE NEWS & GUID	328135	RFB TOJ BID #22-03 AD#394857	07/14/2021	119.70	.00	
Total 131:					1,937.64	.00	
115	JACKSON PAINT AND GLASS, I	I122286	145 E. PEARL- MILGARD WIND	06/29/2021	1,583.54	.00	
115	JACKSON PAINT AND GLASS, I	I122617	1 QT PEEL STOP ZISSLER PRIM	07/21/2021	49.57	.00	
115	JACKSON PAINT AND GLASS, I	I122634	AURA EXTERIOR FLAT, AURA E	07/22/2021	305.24	.00	
115	JACKSON PAINT AND GLASS, I	I122635	1 QT PEEL STOP ZISSLER PRIM	07/22/2021	11.95	.00	
Total 115:					1,950.30	.00	
4240	JERRY SEINER CHEVROLET, IN	2028774	DPF FI W/O CORE, FILTER GAS	07/13/2021	2,469.42	.00	
Total 4240:					2,469.42	.00	
139	JORGENSEN ASSOCIATES, PC	46705	PROJ: 19145 TOJ/NORTH KING	06/22/2021	546.25	.00	
139	JORGENSEN ASSOCIATES, PC	46705	PROJ: 19145 TOJ/NORTH KING	06/22/2021	5,047.50	.00	
139	JORGENSEN ASSOCIATES, PC	46705	PROJ: 19145 TOJ/NORTH KING	06/22/2021	862.50	.00	
139	JORGENSEN ASSOCIATES, PC	46816	PROJ: 20402- TOWN OF JACKS	07/07/2021	978.75	.00	
Total 139:					7,435.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN4662528	FREON	07/01/2021	95.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN4678136	LOAD COVER LIGHT	07/13/2021	73.66	.00	
Total 2485:					168.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
305	KNOBE'S ELECTRONICS	10381297	PART	07/16/2021	2.49	.00	
Total 305:					2.49	.00	
6807	LANGUAGE TESTING INTERNA	L47936-IN	SPANISH TESTING	07/20/2021	177.00	.00	
Total 6807:					177.00	.00	
6847	LENAMOND, LYNSEY	071221	SUPPLIES FOR RETIREMENT P	07/12/2021	299.60	.00	
Total 6847:					299.60	.00	
5691	LEPCO	43237	SALT DELIVERY	03/23/2021	57.60	.00	
5691	LEPCO	43879	SALT DELIVERY	05/14/2021	30.00	.00	
5691	LEPCO	44042	SERVICE REQUEST & PERFOR	05/27/2021	5,596.61	.00	
5691	LEPCO	44163	LASTRASHIELD, GRANULAR BA	06/10/2021	819.00	.00	
Total 5691:					6,503.21	.00	
6852	LEWIS RETAIL, INC	P41183678	SILCORE3, GRP 31 AGM DUAL	06/29/2021	839.98	.00	
6852	LEWIS RETAIL, INC	P41184070	SLICORE, GRP 31 AGM DUAL X	06/29/2021	839.98	.00	
Total 6852:					1,679.96	.00	
2224	LOCAL GOV'T LIABILITY POOL	13572	GL210058 TVS VS START	07/14/2021	1,000.00	.00	
Total 2224:					1,000.00	.00	
6526	LSC TRANSPORTATION CONSU	60301	SERVICES THRU JUNE 25	07/07/2021	4,462.50	.00	
Total 6526:					4,462.50	.00	
3839	MATTHEW BENDER & CO., INC.	25758039	WY CRIME & TRAFFIC	07/16/2021	772.67	.00	
Total 3839:					772.67	.00	
4776	MOUNTAIN STATES LIGHTING	10909	U OF U BASES	06/02/2021	7,372.00	.00	
Total 4776:					7,372.00	.00	
257	NAPA AUTO PARTS INC.	0001282	DEXRONVIATF	07/08/2021	35.34	.00	
257	NAPA AUTO PARTS INC.	000137	NAPA OIL FILTER, 10PC BLADE	07/02/2021	81.69	.00	
257	NAPA AUTO PARTS INC.	000181	BRAKE PADS	07/02/2021	105.29	.00	
257	NAPA AUTO PARTS INC.	000633	TIRE PRESSURE	07/06/2021	34.38	.00	
257	NAPA AUTO PARTS INC.	000677	REGULATR	07/06/2021	44.99	.00	
257	NAPA AUTO PARTS INC.	000995	CREDIT: SPARK PLUG	07/07/2021	12.20-	.00	
257	NAPA AUTO PARTS INC.	001071	AIR GREASE GUN	07/09/2021	135.48	.00	
257	NAPA AUTO PARTS INC.	001765	THREAD SEALANT	07/09/2021	7.99	.00	
257	NAPA AUTO PARTS INC.	001841	AIR FILTER	07/09/2021	23.68	.00	
257	NAPA AUTO PARTS INC.	001919	TIE DOWN PADDED	07/10/2021	32.99	.00	
257	NAPA AUTO PARTS INC.	002262	MAX AAAA-2 BATTERY	07/12/2021	25.96	.00	
257	NAPA AUTO PARTS INC.	002392	NAPAGOLD OIL FILTER, AUTOM	07/13/2021	28.21	.00	
257	NAPA AUTO PARTS INC.	002655	NAPAGOLD AIR FILTER	07/13/2021	64.38	.00	
257	NAPA AUTO PARTS INC.	002979	NAPAGOLD OIL FILTER	07/15/2021	38.82	.00	
257	NAPA AUTO PARTS INC.	003112	BELT SERPENTINE	07/15/2021	23.79	.00	
257	NAPA AUTO PARTS INC.	004055	NAPAGOLD OIL FILTER	07/20/2021	10.72	.00	
257	NAPA AUTO PARTS INC.	004080	WATER PUMP	07/20/2021	171.93	.00	
257	NAPA AUTO PARTS INC.	01702	COUPLERS	07/09/2021	13.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					866.88	.00	
6182	NORMAND, JACOB	062721	TRAVEL EXPENSES	06/27/2021	44.00	.00	
Total 6182:					44.00	.00	
6556	NTS CONSOLIDATION, LLC	INV0128160	YEARLY SUPPLY OF AIR FILTER	07/19/2021	7,866.00	.00	
Total 6556:					7,866.00	.00	
1504	ONE CALL OF WYOMING	60014	TICKERS FOR JUNE 2021	07/06/2021	245.63	.00	
1504	ONE CALL OF WYOMING	60014	TICKERS FOR JUNE 2021	07/06/2021	245.62	.00	
Total 1504:					491.25	.00	
6821	OTAK, INC.	000007210265	JACKSON GIS STORMWATER M	07/21/2021	2,607.00	.00	
Total 6821:					2,607.00	.00	
5064	OWENS, MELISSA	072121	REIMBURSE LUNCH MEETING	07/21/2021	82.84	.00	
Total 5064:					82.84	.00	
5302	PARTSMASTER	23690422	PLASTIC RAZOR BLADES, , CU	06/30/2021	12.42	.00	
Total 5302:					12.42	.00	
4894	PLATT	1S65741	PGAL DEEP, CONDUIT, RAC, CO	06/30/2021	216.67	.00	
Total 4894:					216.67	.00	
6483	PREMIER TRUCK- SALT LAKE C	775302563	SWITCH PAD	07/01/2021	47.27	.00	
6483	PREMIER TRUCK- SALT LAKE C	775302733	INJECTOR, CORE DEPOSIT	07/02/2021	1,547.47	.00	
6483	PREMIER TRUCK- SALT LAKE C	775305391	FILTER	07/13/2021	415.44	.00	
Total 6483:					2,010.18	.00	
6594	PROTERRA	1028756	20A 24VDC RELAY	07/13/2021	19.78	.00	
Total 6594:					19.78	.00	
6833	PROTHMAN	2021-7455	JUNE EXPENSES FOR TRANSIT	07/08/2021	6,114.29	.00	
Total 6833:					6,114.29	.00	
532	QUICK BROWN FOX LLC	3830	COMMUTER PASSES	07/14/2021	275.00	.00	
Total 532:					275.00	.00	
6855	RHINEHART OIL CO, LLC	IN-346984-21	GAS 97 MID GRADE, DSL FUEL	07/19/2021	32,889.26	.00	
6855	RHINEHART OIL CO, LLC	IN-346984-21A	GAS 87 MID, DSL FUEL 2 DYED	07/20/2021	31,974.26	.00	
Total 6855:					64,863.52	.00	
5672	RINK-TEC INTERNATIONAL, INC	4591	2021 MAINTENACE AGREEMEN	07/01/2021	14,517.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5672:					14,517.95	.00	
5280	ROUTEMATCH SOFTWARE, INC	2581	ANNUAL TECH SUPPORT	02/01/2020	2,524.19	.00	
5280	ROUTEMATCH SOFTWARE, INC	42212	ANNUAL TECH SUPPORT	01/01/2020	2,311.32	.00	
5280	ROUTEMATCH SOFTWARE, INC	42580	ANNUAL TECH SUPPORT	02/01/2020	199.40	.00	
5280	ROUTEMATCH SOFTWARE, INC	44646	ANNUAL TECH SUPPORT	10/01/2020	205.38	.00	
5280	ROUTEMATCH SOFTWARE, INC	45125	ANNUAL HOSTING FEES	12/01/2020	3,641.01	.00	
5280	ROUTEMATCH SOFTWARE, INC	45365	ANNUAL TECH SUPPORT	01/01/2021	2,325.00	.00	
5280	ROUTEMATCH SOFTWARE, INC	45601	ANNUAL TECH SUPPORT	02/01/2021	2,575.00	.00	
Total 5280:					13,781.30	.00	
5373	Rzeka LLC	072321	return bond b14-0555 grading/utilt	07/23/2021	25,000.00	25,000.00	07/23/2021
Total 5373:					25,000.00	25,000.00	
4691	SCHOW'S TRUCK CENTER	C005049936:0	CAST KIT, BRAKE DRUMS	07/20/2021	1,272.72	.00	
Total 4691:					1,272.72	.00	
4359	SHERWIN-WILLIAMS CO.	1736-5	PAINT	07/15/2021	80.25	.00	
4359	SHERWIN-WILLIAMS CO.	1915-3	PAINT	07/01/2021	9.38	.00	
4359	SHERWIN-WILLIAMS CO.	6927-5	PAINT	05/15/2021	321.00	.00	
Total 4359:					410.63	.00	
4548	SILVER CREEK SUPPLY	0004598679-0	5 GAL RHOMAS 50% GLYCOL	05/26/2021	315.95	.00	
4548	SILVER CREEK SUPPLY	0004737228-0	1/2" LF PROPRS CXFIT ADPT LE	06/20/2021	5.83	.00	
4548	SILVER CREEK SUPPLY	0004738697-0	1-1/4" DOMESTIC BLK IRON CO	06/20/2021	13.82	.00	
Total 4548:					335.60	.00	
4720	SILVERSTAR	54639 0821	54639 BILLING	07/22/2021	2,490.92	.00	
4720	SILVERSTAR	654791 0821	654791 BILLING	07/22/2021	1,739.46	.00	
Total 4720:					4,230.38	.00	
4699	SNAKE RIVER ROASTING	70103	COFFEE	07/09/2021	166.05	.00	
4699	SNAKE RIVER ROASTING	70215	COFFEE- PW MAINSHOP	07/14/2021	97.90	.00	
4699	SNAKE RIVER ROASTING	70243	COFFEE	07/16/2021	102.45	.00	
Total 4699:					366.40	.00	
1505	SPRING CREEK ANIMAL HOSPI	625009013	MEDS	06/30/2021	11.84	.00	
1505	SPRING CREEK ANIMAL HOSPI	625009014	MEDICAL	06/30/2021	15.68	.00	
1505	SPRING CREEK ANIMAL HOSPI	625009873	ANIMAL CARE	07/15/2021	298.84	.00	
1505	SPRING CREEK ANIMAL HOSPI	625010152	SPAY	07/21/2021	150.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625010226	MEDS	07/21/2021	48.16	.00	
1505	SPRING CREEK ANIMAL HOSPI	625010447	ANIMAL CARE	07/26/2021	200.89	.00	
Total 1505:					725.41	.00	
3989	STINKY PRINTS, INC	62625	PARKLET SIGNAGE	07/06/2021	1,163.50	.00	
Total 3989:					1,163.50	.00	
5442	STORRUD, JOSHUA	071521	DOT PHYSICAL REIMBURSE	07/15/2021	155.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5442:					155.00	.00	
1054	SUNRISE ENVIRONMENTAL	122524	OVERTIME, ENVIRO SOLVE, SU	07/08/2021	2,601.38	.00	
1054	SUNRISE ENVIRONMENTAL	122687	TRUCK RESTORE	07/14/2021	155.15	.00	
Total 1054:					2,756.53	.00	
4933	SYMBOLARTS, LLC	0386604	NEW BADGES	06/30/2021	230.00	.00	
Total 4933:					230.00	.00	
6813	TETON COUNTY PLANNING & B	167	NEIGHBORHOOD PLAN	06/30/2021	5,292.00	.00	
Total 6813:					5,292.00	.00	
3029	TETON COUNTY SHERIFF'S OF	178	SHARE COST OF INCINERATOR	07/19/2021	2,125.00	.00	
Total 3029:					2,125.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	595	JUNE INMATES	07/05/2021	648.00	.00	
Total 55:					648.00	.00	
268	TETON MOTORS INC	5098857	TANK	07/06/2021	59.97	.00	
268	TETON MOTORS INC	5098869	SENSOR	07/07/2021	63.39	.00	
268	TETON MOTORS INC	5098882	FILTER KIT	07/08/2021	41.44	.00	
268	TETON MOTORS INC	5098941	OUTLET	07/14/2021	49.72	.00	
268	TETON MOTORS INC	5098999	V BELT	07/19/2021	58.33	.00	
Total 268:					272.85	.00	
3030	TETON VIEW LANDSCAPE CON	13076	EVALUATE IRRIGATION SYSTE	05/31/2021	1,182.18	.00	
3030	TETON VIEW LANDSCAPE CON	13299	HAND LABOR, SOIL/DEBRIS, TO	06/30/2021	6,229.59	.00	
Total 3030:					7,411.77	.00	
3237	THE AFTERMARKET PARTS CO	82432390	CHAMBER ASSY BRK, FRT	07/08/2021	165.23	.00	
3237	THE AFTERMARKET PARTS CO	82432404	BRAKE CHAMBERS ASSEMBLY	07/08/2021	103.68	.00	
Total 3237:					268.91	.00	
6363	TMSC LLC	2020-014-2	PROJ: FUEL ISLAND	07/20/2021	7,401.48	.00	
6363	TMSC LLC	2021-006-SF-0	PROJ: SI-FERRIN REMODEL- R	07/20/2021	3,040.00	.00	
Total 6363:					10,441.48	.00	
5298	TOOLSON TELEPHONE, INC	8505	PROJ: PW SHOP- SERVICE CAL	07/05/2021	365.00	.00	
Total 5298:					365.00	.00	
6853	UP A CREEK, LLC	072721	RETURN BOND 265 CRAB TREE	07/27/2021	6,000.00	6,000.00	07/27/2021
Total 6853:					6,000.00	6,000.00	
706	USA BLUE BOOK	641010	40' 3WIRE SPDT NOMC & FRT	06/22/2021	420.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 706:					420.71	.00	
3420	VISA	Admin 1 #5397	wam	06/23/2021	240.00	240.00	07/23/2021
3420	VISA	Admin 1 #5397	coolworks	06/23/2021	318.00	318.00	07/23/2021
3420	VISA	Admin 1 #5397	wam	06/23/2021	220.00	220.00	07/23/2021
3420	VISA	Admin 1 #5397	indeed	06/23/2021	92.17	92.17	07/23/2021
3420	VISA	Admin 1 #5397	discount mugs	06/23/2021	420.29	420.29	07/23/2021
3420	VISA	Admin 1 #5397	j. brower	06/23/2021	975.00	975.00	07/23/2021
3420	VISA	Admin 1 #5397	in johnson and roberts	06/23/2021	35.00	35.00	07/23/2021
3420	VISA	Admin 1 #5397	sidewinders	06/23/2021	730.00	730.00	07/23/2021
3420	VISA	Admin 2 #9118	Teton county clerk	06/23/2021	67.65	67.65	07/23/2021
3420	VISA	Admin 6684 06	yeti	06/23/2021	5,626.32	5,626.32	07/23/2021
3420	VISA	Admin 6684 06	brownells	06/23/2021	181.26	181.26	07/23/2021
3420	VISA	Admin 6684 06	Rear View Safety	06/23/2021	490.99	490.99	07/23/2021
3420	VISA	Admin 6684 06	amazon	06/23/2021	472.18	472.18	07/23/2021
3420	VISA	Admin 6684 06	Teton county clerk	06/23/2021	19.50	19.50	07/23/2021
3420	VISA	Admin 6684 06	ideal blasting	06/23/2021	278.95	278.95	07/23/2021
3420	VISA	Admin 6684 06	amazon	06/23/2021	412.72	412.72	07/23/2021
3420	VISA	Chief 1115 06/2	travel expenses	06/23/2021	433.35	433.35	07/23/2021
3420	VISA	Chief 1115 06/2	marathon	06/23/2021	39.13	39.13	07/23/2021
3420	VISA	Chief 1115 06/2	travel expenses	06/23/2021	120.09	120.09	07/23/2021
3420	VISA	Chief 1115 06/2	canva	06/23/2021	119.40	119.40	07/23/2021
3420	VISA	Chief 1115 06/2	blauer manufacturing	06/23/2021	377.89	377.89	07/23/2021
3420	VISA	Finance 1073 0	Bubbas	06/23/2021	800.00	800.00	07/23/2021
3420	VISA	Finance 1073 0	4imprint	06/23/2021	2,080.42	2,080.42	07/23/2021
3420	VISA	Finance 1073 0	Hotels.com	06/23/2021	496.05	496.05	07/23/2021
3420	VISA	IT - 6908 06/23	concrete 5	06/23/2021	90.00	90.00	07/23/2021
3420	VISA	IT - 6908 06/23	iPhone payment	06/23/2021	122.32	122.32	07/23/2021
3420	VISA	IT - 6908 06/23	Garmin	06/23/2021	64.95	64.95	07/23/2021
3420	VISA	IT - 6908 06/23	amazon	06/23/2021	78.99	78.99	07/23/2021
3420	VISA	IT - 6908 06/23	courtyard slc	06/23/2021	113.82	113.82	07/23/2021
3420	VISA	IT - 6908 06/23	murphy express	06/23/2021	18.60	18.60	07/23/2021
3420	VISA	IT - 6908 06/23	slc	06/23/2021	80.00	80.00	07/23/2021
3420	VISA	IT - 6908 06/23	Marriott	06/23/2021	1,658.58	1,658.58	07/23/2021
3420	VISA	IT - 6908 06/23	intuit	06/23/2021	215.00	215.00	07/23/2021
3420	VISA	IT - 6908 06/23	dish network	06/23/2021	.06	.06	07/23/2021
3420	VISA	Lt 2 #1123 06/2	travel expenses	06/23/2021	331.45	331.45	07/23/2021
3420	VISA	Lt 2 #1123 06/2	action targets	06/23/2021	332.46	332.46	07/23/2021
3420	VISA	Lt 2 #1123 06/2	america flags	06/23/2021	325.50	325.50	07/23/2021
3420	VISA	Lt 2 #1123 06/2	laser ammo	06/23/2021	839.90	839.90	07/23/2021
3420	VISA	Planning 1 #60	buckrail	06/23/2021	500.00	500.00	07/23/2021
3420	VISA	Planning 1 #60	mailchimp	06/23/2021	52.99	52.99	07/23/2021
3420	VISA	Planning 1 #60	healthy be	06/23/2021	66.55	66.55	07/23/2021
3420	VISA	Police 3 #0355	exxon	06/23/2021	15.36	15.36	07/23/2021
3420	VISA	Police 3 #0355	exxon	06/23/2021	84.02	84.02	07/23/2021
3420	VISA	Police 3 #0355	ups	06/23/2021	45.68	45.68	07/23/2021
3420	VISA	Police 3 #0355	law enforcement seminars	06/23/2021	385.00	385.00	07/23/2021
3420	VISA	Police 3 #0355	patrol vehicle fuel	06/23/2021	580.22	580.22	07/23/2021
3420	VISA	Police 3 #0355	apple	06/23/2021	127.19	127.19	07/23/2021
3420	VISA	Police 3 #0355	ups	06/23/2021	27.47	27.47	07/23/2021
3420	VISA	PW 1 #8144 06	office of warer programs	06/23/2021	140.00	140.00	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	250.80	250.80	07/23/2021
3420	VISA	PW 1 #8144 06	gokeyless	06/23/2021	3,442.78	3,442.78	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	14.68	14.68	07/23/2021
3420	VISA	PW 1 #8144 06	pica's	06/23/2021	26.62	26.62	07/23/2021
3420	VISA	PW 1 #8144 06	pica's	06/23/2021	115.56	115.56	07/23/2021
3420	VISA	PW 1 #8144 06	teton county clerk	06/23/2021	28.50	28.50	07/23/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	172.77	172.77	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	123.99	123.99	07/23/2021
3420	VISA	PW 1 #8144 06	staples	06/23/2021	56.16	56.16	07/23/2021
3420	VISA	PW 1 #8144 06	custom products	06/23/2021	378.01	378.01	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	18.28	18.28	07/23/2021
3420	VISA	PW 1 #8144 06	traffic safety store	06/23/2021	868.25	868.25	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	58.72	58.72	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	389.90	389.90	07/23/2021
3420	VISA	PW 1 #8144 06	cutthroat tavern	06/23/2021	98.13	98.13	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	127.95	127.95	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	30.22	30.22	07/23/2021
3420	VISA	PW 1 #8144 06	galeton	06/23/2021	159.89	159.89	07/23/2021
3420	VISA	PW 1 #8144 06	unibell	06/23/2021	99.00	99.00	07/23/2021
3420	VISA	PW 1 #8144 06	idaho traffic store	06/23/2021	222.60	222.60	07/23/2021
3420	VISA	PW 1 #8144 06	Fitzgeralds	06/23/2021	19.06	19.06	07/23/2021
3420	VISA	PW 1 #8144 06	wort hotel	06/23/2021	150.24	150.24	07/23/2021
3420	VISA	PW 1 #8144 06	Snow guard depot	06/23/2021	712.36	712.36	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	10.79	10.79	07/23/2021
3420	VISA	PW 1 #8144 06	truck utilities	06/23/2021	1,289.83	1,289.83	07/23/2021
3420	VISA	PW 1 #8144 06	amazon	06/23/2021	91.61	91.61	07/23/2021
3420	VISA	Sergeant #106	albertsons	06/23/2021	56.06	56.06	07/23/2021
3420	VISA	Sergeant #106	bubba's	06/23/2021	34.26	34.26	07/23/2021
3420	VISA	Sergeant #106	albertsons	06/23/2021	88.08	88.08	07/23/2021
3420	VISA	Sergeant #106	amazon	06/23/2021	43.11	43.11	07/23/2021
3420	VISA	Sergeant #106	at&t	06/23/2021	57.24	57.24	07/23/2021
3420	VISA	Sergeant #106	adaptive technical	06/23/2021	129.99	129.99	07/23/2021
3420	VISA	Sergeant #106	4imprint	06/23/2021	350.54	350.54	07/23/2021
3420	VISA	Sergeant #106	albertsons	06/23/2021	20.97	20.97	07/23/2021
3420	VISA	Sergeant #106	delta	06/23/2021	436.40	436.40	07/23/2021
3420	VISA	Sergeant #106	expedia	06/23/2021	60.00	60.00	07/23/2021
3420	VISA	Sergeant #106	amazon	06/23/2021	10.97	10.97	07/23/2021
3420	VISA	Sergeant #106	shell	06/23/2021	40.81	40.81	07/23/2021
3420	VISA	Sergeant #106	travel expenses	06/23/2021	279.62	279.62	07/23/2021
3420	VISA	Sergeant #106	home depot	06/23/2021	585.28	585.28	07/23/2021
3420	VISA	Sergeant #106	safariland	06/23/2021	286.95	286.95	07/23/2021
3420	VISA	START 2 1214	Albertsons	06/23/2021	106.85	106.85	07/23/2021
3420	VISA	START 2 1214	Sidewinders	06/23/2021	112.61	112.61	07/23/2021
3420	VISA	START 2 1214	wydot driver services	06/23/2021	82.50	82.50	07/23/2021
3420	VISA	START 2 1214	days inn	06/23/2021	94.00	94.00	07/23/2021
3420	VISA	VS 9126 06/23/	Albertsons	06/23/2021	19.98	19.98	07/23/2021
3420	VISA	VS 9126 06/23/	Albertsons	06/23/2021	36.55	36.55	07/23/2021
3420	VISA	VS 9126 06/23/	staples	06/23/2021	58.25	58.25	07/23/2021
3420	VISA	VS 9126 06/23/	Coca-Cola	06/23/2021	31.60	31.60	07/23/2021
3420	VISA	VS 9126 06/23/	psa worldwide	06/23/2021	1,770.64	1,770.64	07/23/2021
Total 3420:					35,092.43	35,092.43	
517	WAM	16842	FY22 MEMBERSHIP DUES	07/20/2021	12,315.45	.00	
Total 517:					12,315.45	.00	
6494	WELLER TRUCK PARTS	402364937	SENSOR OUTPUT, FRT	07/06/2021	124.27	.00	
Total 6494:					124.27	.00	
1640	WESTERN STATE	Q000237360-3	AMI BLADE	06/17/2021	4,251.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1640:					4,251.44	.00	
6835	WESTVIEW PATNERS, LLC	072621	REMAINING BOND 630 EAST B	07/26/2021	37,437.00	37,437.00	07/26/2021
Total 6835:					37,437.00	37,437.00	
2802	WESTWOOD CURTIS	21-902 #2	PROJ: 21-902- CACHE CREEK S	06/18/2021	267,974.64	.00	
Total 2802:					267,974.64	.00	
472	WHITE GLOVE CLEANING, INC.	100Z	MP BATH TISSUE @ DELONEY	05/25/2021	201.00	.00	
472	WHITE GLOVE CLEANING, INC.	575B	HOUSE CLEANING @ 400 SNO	05/28/2021	68.63	.00	
472	WHITE GLOVE CLEANING, INC.	664B	HOUSE CLEANING @ 22 UNITS	07/19/2021	206.13	.00	
472	WHITE GLOVE CLEANING, INC.	7240	JANITORIAL SERVICES @ TOW	05/31/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7241	JANITORIAL SERVICES @ SNO	05/31/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	7243	JANITORIAL SERVICES @ PUBL	05/31/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7246	JANITORIAL SERVICES @ BUN	05/31/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	7362	JANITORIAL SERVICES @ TOW	06/30/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7363	JANITORIAL SERVICES @ SNO	06/30/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	7366	JANITORIAL SERVICES @ PUBL	06/30/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7368	JANITORIAL SERVICES @ BUN	06/30/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	96Z	MP BATH TISSUE @ HOME RAN	05/25/2021	368.50	.00	
472	WHITE GLOVE CLEANING, INC.	97Z	MP BATH TISSUE @ PARKING G	05/25/2021	67.00	.00	
472	WHITE GLOVE CLEANING, INC.	98Z	LINER NATURAL, LINER BLAC,	05/25/2021	115.00	.00	
472	WHITE GLOVE CLEANING, INC.	99Z	MP LIVI PAPER TOWELS, BATH	05/25/2021	101.50	.00	
Total 472:					8,968.42	.00	
6704	WOOD ENVIRONMENT & INFRA	S34948570	STORMWATER MANAGEMENT	07/20/2021	183.00	.00	
Total 6704:					183.00	.00	
3619	WY CHILD SUPPORT ENFORCE	071921	case #209790	07/16/2021	146.76	146.76	07/19/2021
Total 3619:					146.76	146.76	
2548	WYOMING CONF OF BLDG OFF	072321	MEMBERSHIP FEES	07/23/2021	100.00	.00	
Total 2548:					100.00	.00	
6824	WYOMING WATER RIGHTS CO	4828	PROJ: CACHE CREEK DITCH W	07/01/2021	2,055.00	.00	
Total 6824:					2,055.00	.00	
2179	XEROX CORPORATION	013888458	coper agreement JUNE	07/07/2021	63.18	.00	
Total 2179:					63.18	.00	
2842	YELLOW IRON EXCAVATION, LL	57430	ANIMAL SHELTER TRASH REM	04/30/2021	70.00	.00	
Total 2842:					70.00	.00	
Grand Totals:					880,421.67	97,304.19	

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

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	2 August 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Award of contract for Well 9 Exploration	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of contract award for exploratory geotechnical exploration and analysis to determine feasibility of a potential new well location.

Requested Action.

Approve the contract.

Recommendations.

Approve award of exploratory drilling and analysis contract to Thomas Drilling, Inc. in the amount of \$334,605.34.

Background.

This contract was previously awarded to Cahoy Pump Service in May 2021. The contractor backed out of the contract before work commenced because their anticipated means/methods did not meet the Town's contract specifications. The other bid received was no longer within the 60-day validity timeframe, and the project was re-bid.

The Town of Jackson's water supply system includes three service areas, or zones, supplied by a total of 7 groundwater wells. Currently, Zone 3, which services the southwestern portion of Jackson, is fed from three wells (6,7,8) that produce just enough water to meet demand during peak summer usage. The FY21 approved budget includes design of a new water well (Well 9) in Zone 3 using the Water Enterprise Fund. This project was identified through the Capacity Study as a necessary capital improvement for Zone 3, to provide for future capacity of water production. The new well 9 will help ensure enough water supply for firefighting during peak demand periods now and will provide for future demand in conjunction with a new Zone 3 water tank project, which is also currently undergoing feasibility analysis.

At the June 15, 2020 Regular Town Council Meeting, Council voted in favor of staff completing and submitting a Groundwater Exploration Grant (GWEG) application. At a June 26, 2020 Special Town Council Meeting, Council voted to approve a resolution thereby completing application requirements. At the September 8, 2020 Regular Town Council Meeting, Council voted to approve the contract between the Town and Wyoming Water Development Commission (WWDC) and the Town Public Works Department (PW) subsequently received notice to proceed. At the December 21, 2020 Regular Town Council Meeting, Council voted to approve Rangeview Park as the location for well feasibility exploration.

Public Works staff has hired consultants for this project (Nelson Engineering). If the results of this exploration analysis deem this site favorable, Town consultants would complete a draft Level II Report to notify the State of our analysis and project intentions (due June 1, 2022), proceed with the necessary stakeholder engagement, and begin preliminary design work. If exploration analysis results deem this site unfavorable for a well, Town will need to perform a second exploration at another location.

Analysis.

The Town received construction bids for this project on July 21, 2021. 1 bid was received:

Thomas Drilling, Inc.	Alpine, WY	\$334,605.34
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Thomas Drilling was found to be the lowest responsive bidder. This bid is within 8% of the Engineer's estimate of \$310,658, and Engineer review deems it reasonable.

Alternatives (Optional).

Council may postpone the Well #9 Exploration project by denying the contract.

Comprehensive Plan & Priority Alignment.

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 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.1: Maintain Town as the central Complete Neighborhood

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

- Principle 8.1: Maintain current, coordinated service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

Grant funding was obtained from WWDC to fund this exploration. At the time of grant application, the total project cost for this feasibility exploration was estimated at \$135,000. This grant funds 75% of estimated project cost (\$101,250) with a required Town match of 25% (\$33,750). The approved FY21 budget included \$88,000 for this project for a feasibility analysis, of which approximately \$49,000 remained unspent. The approved FY22 budget includes \$125,000 for this project.

The total project cost is estimated to be \$366,000 to also include Nelson Engineering providing professional services during construction and to complete the draft Level II Report. PW has requested additional funds from WWDC to address the discrepancy between the intended percentage match and the actual match necessary to cover project costs.

Additional funds would need to be allocated to this line item in order to fund the exploratory well contract in full, and the portion reimbursed by WWDC would come in as additional revenue to offset the additional expenditure budget. Staff requests allocating an additional \$192,000 from the Water Enterprise Fund balance to the Well #9 line item.

Staff Impact.

The PW Director, Water, and Engineering staff spend time coordinating and managing project work conducted by hired consultants (Nelson Engineering). The PW Director, Engineering, and Finance Department staff additionally commit to administering, tracking, and reporting project progress and expenditures as required by the WWDC grant agreement. The well feasibility exploration effort is part of the overall Zone 3 water supply enhancement project that has been budgeted for in both fiscal and staffing resources. Coordination among the consultant, contractor, and PW Admin, Engineering, and Water staff is necessary. Staff estimates that 50 hours of staff time will be required if the contract is awarded and staff is directed to proceed with construction as scheduled.

Attachments or Links.

None

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

I move 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.

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-155 TEMPORARY SIGN PERMIT Becoming Jackson Hole	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Becoming Jackson Hole has requested to display two temporary banners under Section 5.6.1.C.4.d of the LDRs to increase awareness of easy and free mindfulness exercises to reduce stress for Jackson residents and visitors (see attached for details: Albertsons 120" x 144" vinyl and Phil Baux Park Baseball Fence 84" x 144" vinyl)

- 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

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 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

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.

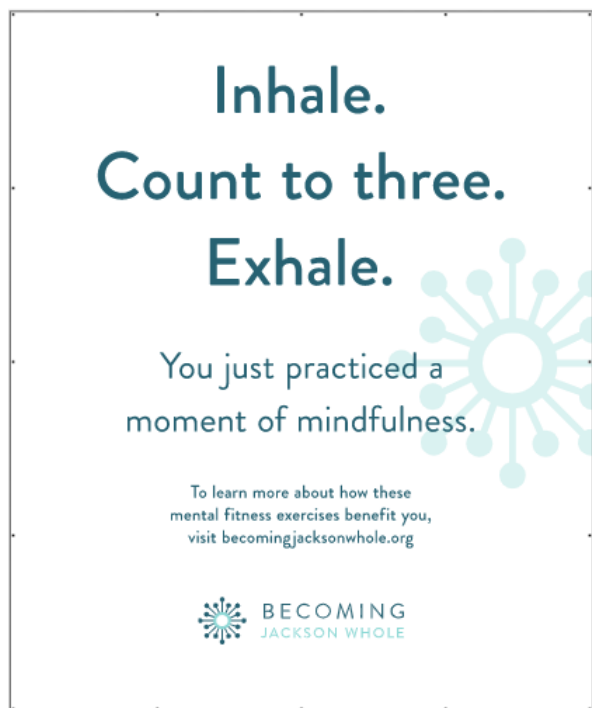
Applicant Submittal

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

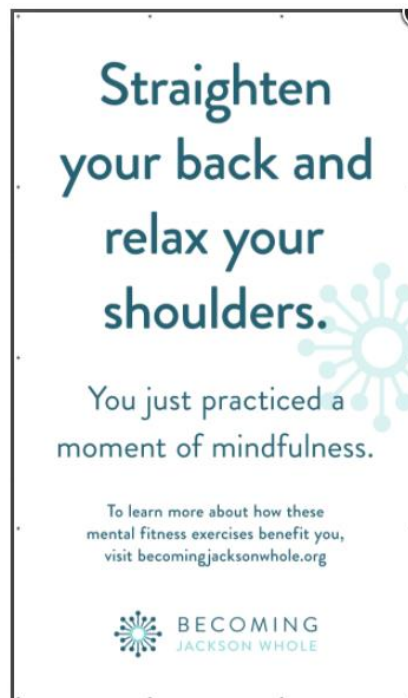
I move to **approve** the temporary banner in conjunction with Becoming Jackson Hole subject to three (3) conditions of approval:

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

Albertsons 120" x 144" vinyl



Phil Baux Park Baseball Fence 84" x 144" vinyl





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Becoming Jackson Whole Physical Address of Event: N/A
Description of Event: We're sharing easy and free mindfulness exercises that can reduce stress at the height of the busy tourist season.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 4717 Phone: 208.399.2232
E-mail: Jackson WY ZIP: 83001
programs@becomingjacksonwhole.org Non-Profit: ☒ For Profit: ☐

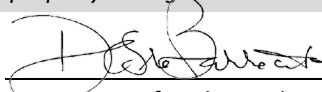
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Phil Baux Park Ballfield fence (TOJ)</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>Snow King Ave</u>
Dates of Display: <u>August 4 - 14</u>	Dates of Display: <u>August 14 - 28</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant

6/25/2021

Date

Applicant Name Printed

Title

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-177 TEMPORARY SIGN PERMIT Art Association Pop Up Art Fair	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

The Art Association of Jackson Hole has requested to display one temporary banner under Section 5.6.1.C.4.b of the LDRs for the Pop Up Art Fair (see attached for details: 3' x 1.5' vinyl)

- 255 W. Deloney Ave, Miller Park Tennis Courts banner during:
 - Aug 9 – August 16, 2021

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:
 - 255 W. Deloney Ave, Miller Park Tennis Courts banner during:
 - Aug 9 – August 16, 2021

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 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



Small Banner

Size: 3'x1.5'

Sticker to replace 'Miller Park' with 'Center for the Arts Lawn'

Zip tie installation at Miller Park tennis courts



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Pop Up Art Fair Physical Address of Event: 265 S Cache Street
Description of Event: Local artists selling a variety of art. Fundraising event for Art Association
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Art Association of Jackson Hole Phone: 307-733-6973, ext 7
E-mail: PO Box 1248 ZIP: 83001
kaylee@artassociation.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Pearl Street Market</u>	Business/Description: <u>Miller Park Tennis Courts</u>
Physical Address: <u>40 W Pearl Ave</u>	Physical Address: <u>255 W Deloney Ave</u>
Dates of Display: <u>Aug 14</u>	Dates of Display: <u>Aug 9-16</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: <u>Antler Inn</u>	Business/Description: _____
Physical Address: <u>43 W Pearl Ave</u>	Physical Address: _____
Dates of Display: <u>Aug 14</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant
Kaylee Pickett
Applicant Name Printed

7/9/21
Date
Events Coordinator
Title

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Lights Out Challenge	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and the Town Council approve exemptions from stipulations in Center for the Arts lease agreement on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Wyoming Stargazing to host the Lights Out Challenge event on the Center for the Arts Lawn between the hours of 10:30 PM and 11:30 PM on Wednesday, August 11, 2021.

Recommendations.

Due to the low impact nature and short duration of this event, staff recommends approval. Should Council wish to approve this application, staff recommends that approval be subject to the following condition:

1. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.

Background.

On Wednesday, August 11, 2021, Wyoming Stargazing has requested hold the "Lights Out Challenge" event on the Center for the Arts Lawn between the hours 10:30 PM and 11:30 PM. It is estimated that between 100 to 150 people would gather for this event to watch the Perseid Meteor Shower. The event would consist of people gathering on the Center for the Arts lawn with blankets to observe the night sky and the meteor shower. Wyoming Stargazing will be providing telescopes for attendees to view the night sky. The applicant has indicated that this would be a low-key event. There would not be amplified sound, music, alcohol sales or other concessions at this event.

The Center for the Arts is permitted to conduct events on the Center Park; however, the CFA's states that events held on the Center lawn must cease by 9:00 PM, unless a Special Event Permit is issued by the Town of Jackson. Below is an excerpt from the Lease Agreement between the Town of Jackson and the Center for the Arts (Section V. "Use of Leased Premises"):

O. Outdoor Operating Hours. Outdoor events in the amphitheater or events in which the amphitheater doors are open shall end by 10:00 p.m. All other events in the outdoor areas shall end by 9:00 p.m. unless the Town of Jackson approves and issues a Special Event Permit with an alternate end time for said event.

Thus, in order for the special event to operate between the hours of 10:30 PM and 11:30pm they would need to obtain approval from the Town Council for an exemption from the CFA lease. The application has been submitted to all Town departments for review. In the past the Police Department has received noise complaints from neighbors of the Center for the Arts for events held on the lawn.

The applicant requests the following in association with this special event:

1. Permission to operate on the Center for the Arts lawn until 11:30 PM.

The application has requested the time frame from 10:30 PM through 11:30 PM for night sky viewing purposes. Sunset on August 11, 2021 is estimated to take place at 8:31 PM. According to Almanac.com (<https://www.almanac.com/content/meteor-shower-calendar>) the best viewing of the Perseid Meteor Shower occurs “late evening” (approximately between 10:00 PM and midnight).

Applicant has produced a flier which is being distributed to neighbors surrounding the Center for the Arts Lawn to inform them about this event. The flier informs the public that this event will be considered at the August 2 Regular Meeting at 6:00pm and that public comment can be made at this meeting.

Analysis.

The application has been submitted for review and comment to all Town departments.

Possible Alternatives.

To deny the request for an exemption to the Conditional Use Permit and Lease

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

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

Fiscal Impact.

\$27 special event application fee.

Staff Impact.

2 hours of administrative time to process application.

Conditions and Restrictions.

1. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.

Attachments or Links.

Special Event application

Lights Out Challenge promotional flier

Notice letter to public

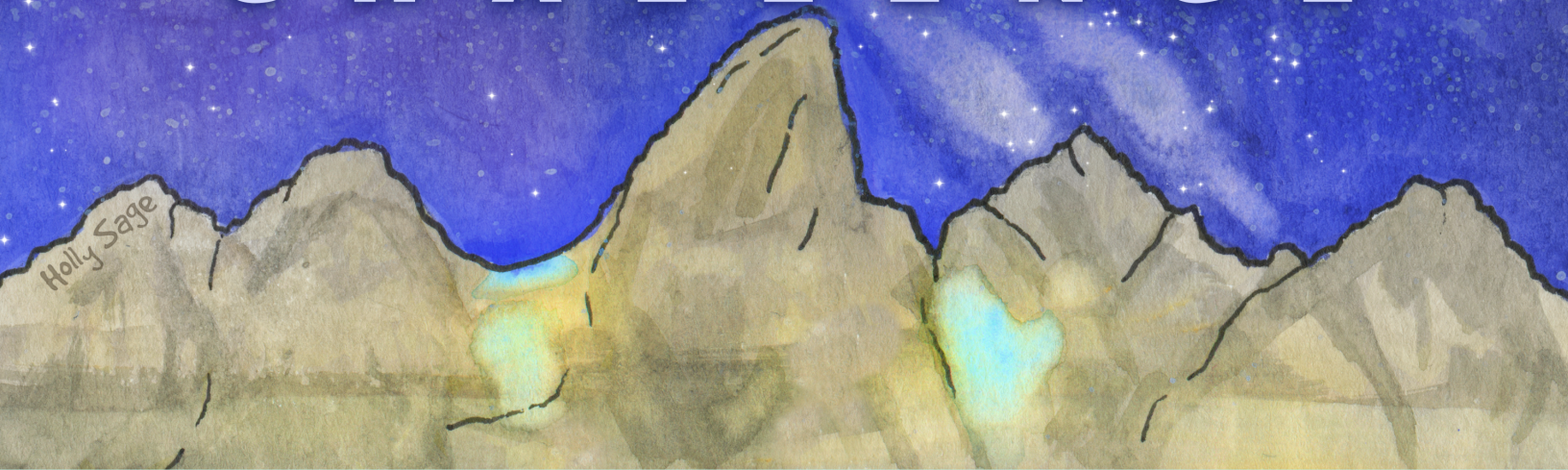
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move 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.

WYOMING
STARGAZING
PRESENTS

Lights Out

CHALLENGE



JACKSON HOLE

Become part of the growing movement to **Save Our Night Skies** and enjoy the peak of the Perseid Meteor Shower with us!

1

Turn off as many exterior and interior lights as possible at 10:30pm

2

Grab a blanket and join us for the meteor shower on the lawn at the Center for the Arts!

Wednesday, August 11th, 2021
10:30pm - 11:30pm
Lawn at the Center for the Arts

For more information, visit: <https://www.wyomingstargazing.org/our-vision/save-our-night-skies/lights-out-challenge-jh/>

NOTICE

PUBLIC EVENT APPLICATION

**WEDNESDAY, AUGUST 11TH
10:30PM - 11:30PM
LAWN AT THE CENTER FOR THE ARTS**

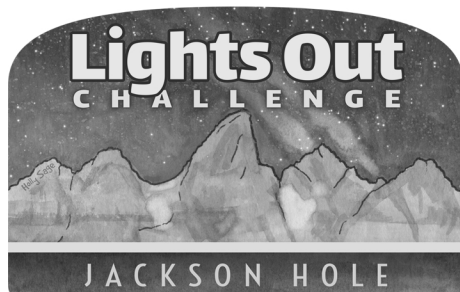
**COMMENTS CAN BE MADE AT THE REGULAR TOWN COUNCIL
MEETING AT TOWN HALL ON AUGUST 2ND AT 6PM**

ABOUT THE EVENT:

- ◆ A TRIBUTE TO JACKSON'S NIGHT SKY
- ◆ STARGAZING TO WATCH THE PERSEID METEOR SHOWER
- ◆ NO ALCOHOL, AMPLIFIED SOUND, OR MUSIC
- ◆ ~100 ESTIMATED ATTENDEES LOOKING THROUGH
TELESCOPES AND STARGAZING ON BLANKETS



WYOMING
STARGAZING



**WE WOULD LOVE YOUR
COMMENTS IN ADVANCE.**

CONTACT SAMUEL SINGER

307-413-4779

SAMUEL@WYOMINGSTARGAZING.ORG

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)



**A completed application
must be submitted at least
21 days prior to your event.**

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Lights Out Challenge Jackson Hole

Name of Organization: Wyoming Stargazing

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

Mailing Address: PO Box 9584

City: Jackson State: Wyoming Zip Code: 83002

Name of Person Completing Application: Samuel Singer

Email Address: samuel@wyomingstargazing.org

Work Phone: 3074134779 Cell Phone: 3074134779

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☒ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: _____

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

This event is a celebration of Jackson's dark night skies. We aim to raise awareness about light

Location of Event: Jackson Town Square Alternative Location: TCPR Jackson

Date(s) of Event: Wednesday, August 11th 2021 Event Operating Hours: 10:30pm-11:30pm

Event Set Up Begins Date: August 11, 2021 Time: 6pm

Event Clean Up Ends Date: August 12, 2021 Time: 2am

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: _____ Total Event: ¹⁵⁰_____

Special Considerations (check all that apply):

- | | | |
|---|---|---|
| ☒ Alcoholic Beverages | ☐ Cooking/Grilling | ☒ Electricity Requested |
| ☒ Food Sales | ☒ Merchandise Sales | ☐ Recurring Event |
| ☐ Ticketed Admission | ☒ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☒ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☒ Use of Town Square |

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Maggie Lindner Cell Phone: 760-504-4617

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- | | |
|--|--|
| ☐ Tents (X) | ☒ Food Vendors (FV) |
| ☒ Beverage Vendors (BV) | ☒ Alcohol Vendors (A) |
| ☒ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☒ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☒ Garbage Receptacles (G) | ☒ Recycling Receptacles (RR) |
| ☒ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☒ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

We are open to the possibility of needing to partially or completely close the streets around

Streets adjacent to Jackson Town Square; Wednesday, August 11th 2021; 9pm-12am

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☐ Yes ☒ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted?

☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

8 _____ Large Street Barricades	8 _____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	8 _____ "Detour" Street Signs
_____ Candlestick Cones	4 _____ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security	☐ Mounted Horse Patrol	☒ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

If the Town of Jackson deems it necessary to close the roads around Town Square, officers for _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

We would like to have access to electricity for a PA system and live music.

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☒ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 10:30pm Finish Time: 11:30pm

Will your event feature any musical entertainment? ☒ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☒ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☒ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: ²_____ Number of ADA Accessible Portable Toilets: ¹_____

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: 8/11/2021 Time for Drop Off: 6pm

Date for Pick Up: 8/12/2021 Time for Pick Up: 8am

ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☒ Yes ☐ No

If "Yes", what will be offered in addition to beer? Wyoming Whiskey

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Wyoming Stargazing will be selling some of our own merchandise as well as beer, hot chocolate, and apple cider.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? _____

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

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

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

Wyoming Stargazing will use receptacles supplied by the Town of Jackson to collect waste and recycling. We will remove all trash at the end of the event.

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☒ No

If "Yes" which company will you be using? _____

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

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event:
Wyoming Stargazing will work with ISWR to ensure proper collection of recyclable materials. At the end of the event, we will bring all recyclable materials to the closest Teton County Recycling Drop off location.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: S.S.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: S.S.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: S.S.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: S.S.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: S.S.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: 
Signature

APPLICANT: Samuel Chaim
Printed Name

DATE: 03/23/2021

TITLE: Executive Director of Wyoming



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	GARY BENNETT, AGENT STATE FARM INSURANCE PO BOX 1907 JACKSON, WY 83001	CONTACT NAME: ALEX AYLING PHONE (A/C, No, Ext): 307-733-4215 E-MAIL ADDRESS: ALEX.AYLING.EUUS@STATEFARM.COM FAX (A/C, No): 307-739-1542
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED	WYOMING STAR GAZING MULTIPLE LOCATIONS (See below) PO BOX 9584 JACKSON, WY 83002	NAIC # 25143 25178

COVERAGES**CERTIFICATE NUMBER:**(REPLACES ALL DATED BEFORE)**REVISION NUMBER:** 11/2020

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y Y	90-BC-X291-0	02/19/2020	02/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		040 2519-C17-50	09/17/2020	03/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

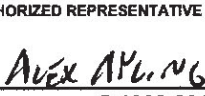
Wyoming Stargazing is a 501(c)3 nonprofit organization based in Jackson, Wyoming which offers public and private stargazing programs, solar astronomy programs, planetarium programs, as well as other indoor astronomy presentations.

Current business locations: 1111 US Hwy 22 Jackson, WY 83001; 700 Coyote Canyon Rd Jackson, WY 83001; 260 N Cache St Jackson, WY 83001

Business listed below has been added to the insurance policy above as an "Additional Insured" party.

Workers Compensation coverage provided by "The State of Wyoming".

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF JACKSON 150 E PEARL AVE PO BOX 1687 JACKSON, WY 83001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Administration	Presenter:	Lynsey Lenamond
Agenda Item:	Teton Tiger change of dispensing area	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.

To authorize Teton Tiger to move the location of their dispensing area.

Recommendations.

Staff does not make a recommendation.

Background.

Indian Room LLC dba Teton Tiger has been operating under a Restaurant Liquor License since 2013. They are requesting to change the location of their dispensing area that was designated in their original application.

The current pour room is located adjacent to the bar top service area, in a room segregated from the bar. The proposed change will move the dispensing area to the bar top service area, such that drinks will be made directly across from patrons. The applicant hopes this change will allow for increased efficiency and greater guest interaction. Notably, this change is a result of the recent changes in state law (and reflected in the Title 6 updates) that now permit drinks to be made in this area, but still prohibit service to patrons over the bar. The Wyoming Liquor Division has approved this request, but will be performing compliance checks to ensure adherence to the state law.

Analysis.

Alternatives (Optional).

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.

Fiscal Impact.

None.

Staff Impact.

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

Attachments or Links.

Photos of proposed dispensing area.

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

I move to approve Indian Room LLC dba Teton Tiger's request to change the location of their dispensing area as presented in the staff report.

Teton Tiger Bar Update and Pour Room Transition 3/18/21

To further increase the efficiency of bar staff and the functionality of the Teton Tiger Bar, an update to the location of the pour room and drink dispensing location is requested for approval. While the physical requirement for the pour room is coming to an end, July 21st 2021 Teton Tiger is seeking an interim solution during this transition that would include a non-permanent “pour room” similar to what is seen in the establishments: Coellete and Suda That will be described below. The current pour room is located adjacent to the bar top service area, moving the drink dispensing station out of this room and to the bar top service area will allow for increased efficiency and greater guest interaction.

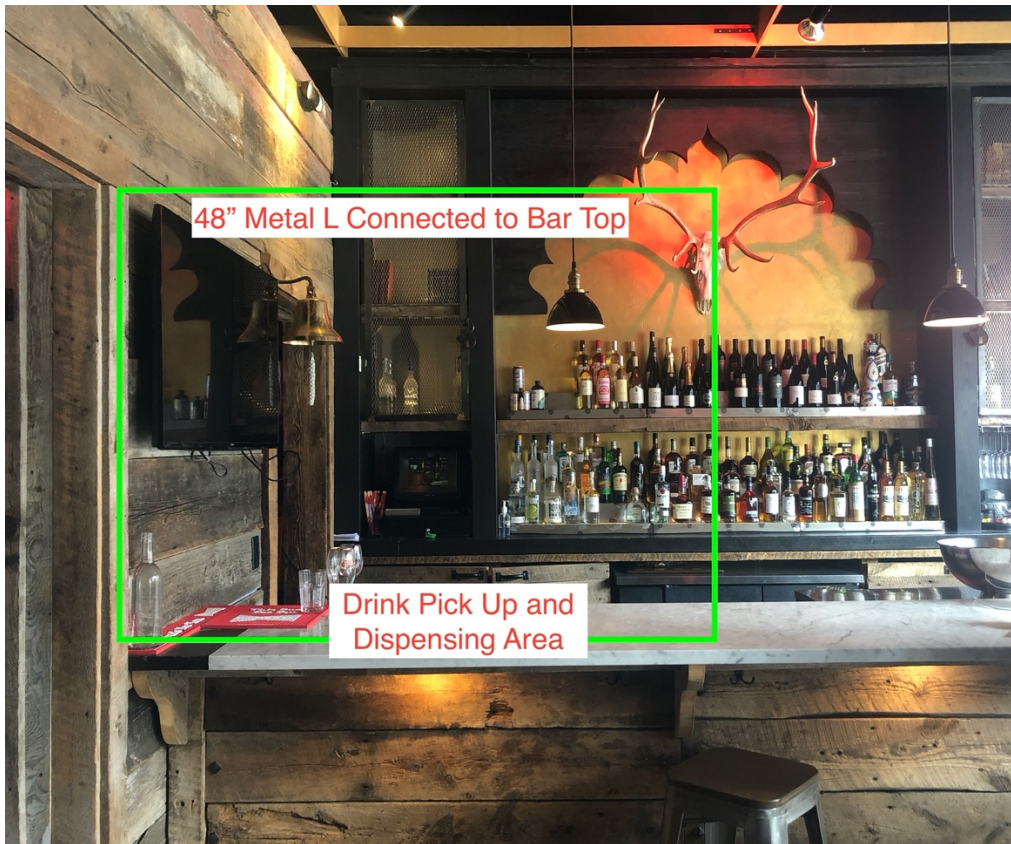
This is the current alcoholic drink dispensing area at Teton Tiger located in our Pour Room

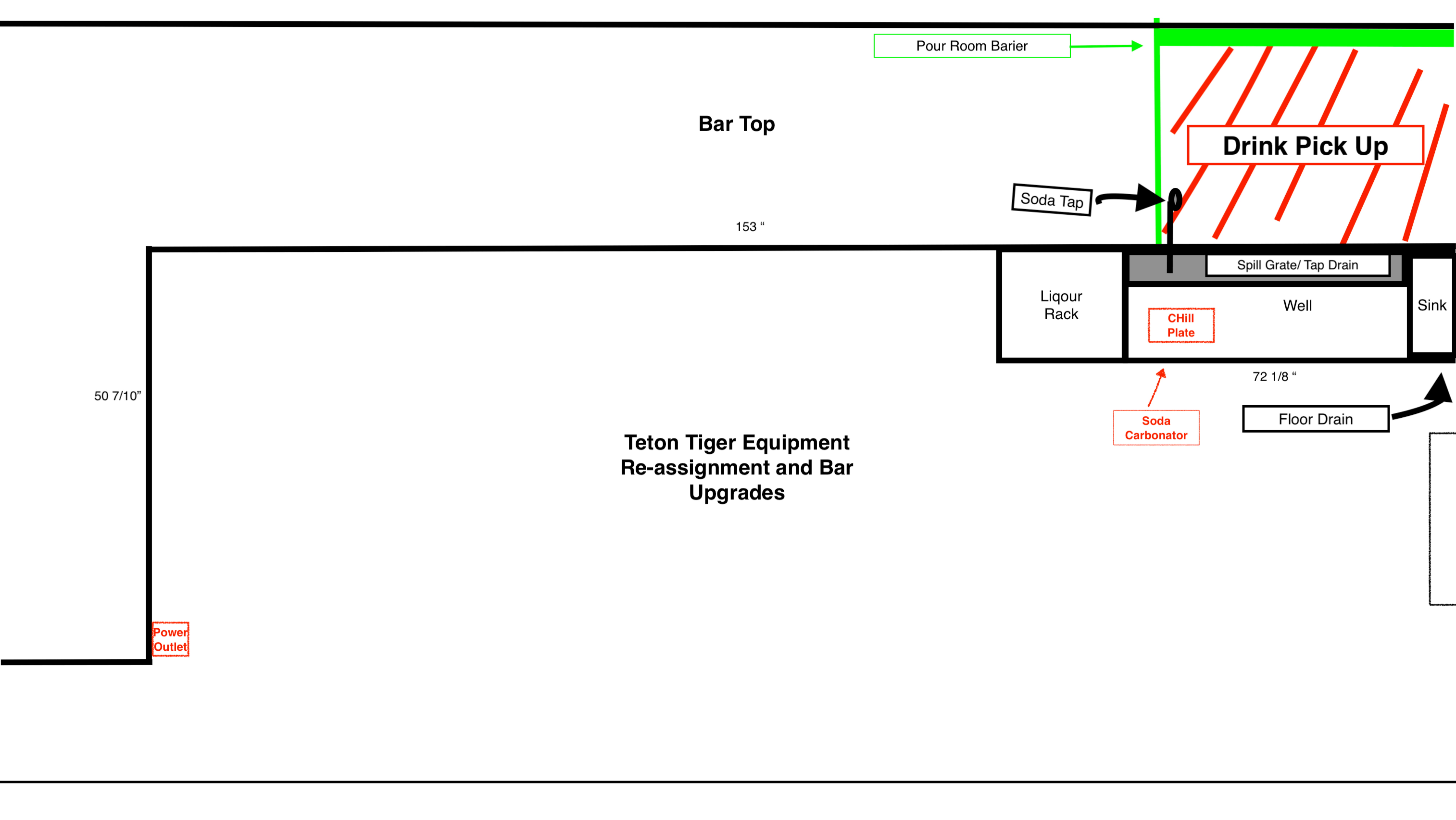


This is the proposed location for the new drink dispensing station



Proposed drink Dispensing area with Temporary Pour Room Structure





STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	Letters of Support for National Endowment for the Arts' (NEA) Grants	Public Comment:	Yes

Purpose & Policy Considerations.

Two different community-based organizations approached the Town requesting letters of support for Our Town grants they are planning to submit to the National Endowment for the Arts' (NEA) creative placemaking grants program. These applications both require a letter of support signed by the Mayor of the Town.

Requested Action.

Town endorsement of letters of support for two applications for the NEA's Our Town grant.

Recommendations.

Staff recommends Town Council approve the Vice Mayor signing letters of support for the projects, detailed below, being submitted to the NEA's Our Town grant for by Astoria Hot Springs and Vista 360°.

Background.

The NEA's Our Town grant program provides project-based funding, to support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. Applications for projects that integrate arts, culture, and design into strategies for strengthening communities are encouraged including those that do the following.

- Bring new attention to or elevate key community assets and issues, voices, history, or infrastructure.
- Inject new or additional energy, resources, activity, people, or enthusiasm into a place or community.
- Envision new possibilities for a community or place --a new future, a new way of overcoming a challenge, or approaching problem-solving.
- Connect communities, people, places, and opportunities via physical spaces or new relationships.

The NEA will evaluate projects from across the country submitted by entities in urban, rural, and tribal communities, and select those that are most likely to achieve the above goals. Both Astoria Hot Springs and Vista 360° are planning to submit applications to the NEA and approached the Town requesting letters of support for their grants.

Vista 360° is a nonprofit founded in 2003 and based in Jackson. Many of Vista's activities take place on an international level. In 2019, Vista 360° launched a new program, called *Global/Local*, focused on Teton County to bring art and sustainability projects here to support climate action. Vista 360° is applying to the NEA's Our Town grant for a project that will use art to spur our community to engage with and more fully embrace renewable energy. This project will include an international design competition for a specific site in Jackson demonstrating how beautiful renewable energy can be. Vista will partner with the Land Art Generator Initiative to lead a two-phased international design competition inviting designs to beautify a civic space and generate significant amounts of renewable energy. Should the project location be on Town property or within

the Town, it is anticipated that Council would have an additional opportunity to review the proposal.

Astoria Park Conservancy is applying for an NEA Our Town grant to create and install site-specific public artworks at Astoria Hot Springs. Previously, the Town partnered with Astoria Park Conservancy to bring public art to the park's Welcome Signage. The call for artists for that project led them to work with artist Katie Shepherd Christiansen who creates thoughtful and ecologically inspired watercolors. Christiansen is the intended artist for this project too and will partner with the public school district and Teton Conservation District to create a community vision for Astoria's signage. Since rebuilding and reopening in 2020, Astoria Park Conservancy has held equity and access for its constituents at the forefront of its mission. This new onsite artwork and eventual design for a community park will reflect the strong connection Jackson's residents have with Astoria its unique resources, ultimately creating a meaningful public space with which the community identifies and connects. By conserving the 95-acre, historic Astoria site and leveraging art and culture the conservancy hopes to further improve equity and create an aesthetic space that serves as a well-loved community gathering space.

Analysis.

The Town is not providing analysis on these projects, allowing for the NEA and its team of experts to do so. The Town's role here is to support local agencies to submit projects to this national grant competition.

Possible Alternatives.

To reject one or both requests to sign letters of support for applications for the NEA's Our Town grant.

Comprehensive Plan & Priority Alignment.

These items align with Common Value 1, Ecosystem Stewardship and Climate Sustainability through art. In addition, community art projects align with Common Value 3, Quality of Life, contributing to the beauty and sustainability of our region.

Fiscal Impact.

There will be no fiscal impact for these grants –cost share, though required for the grant, is not being requested from the Town by either applicant.

Staff Impact.

Staff has taken approximately 6-8 hours to complete the staff report and prepare the item.

Attachments or Links.

Draft Letters of Support

Suggested Motion.

I move 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.



July 26, 2021

National Endowment for the Arts
400 7th Street, SW
Washington, DC 20506

Dear Our Town Panelists,

Vista 360° is a nonprofit founded in 2003 and based in Jackson that launched a new program, called *Global/Local*, focused on Teton County to bring art and sustainability projects here to support climate action.

The Town of Jackson is currently engaged in a public/private partnership to develop a Climate Action Plan and believes that Vista 360°'s project is well aligned with our goals. This project would use art to spur our community to engage with and more fully embrace renewable energy.

Partnering with the international organization Land Art Generator Initiative, we understand that this project will be a two-phased international design competition inviting designs to beautify a civic space and generate significant amounts of renewable energy.

We are excited to support this project to gain a work of art in our Town and demonstrate how beautiful renewable energy can be.

This NEA Our Town grant will ensure that arts and culture remain a central part of our work toward Climate Action.

Sincerely Yours,

Arne Jorgensen
Vice Mayor
Town of Jackson



July 25, 2021

National Endowment for the Arts
400 7th Street, SW
Washington, DC 20506

Dear Our Town Panelists,

As the Vice Mayor of the Town of Jackson, I would like to express my strong support for Astoria Park Conservancy's application for an NEA Our Town grant. This project would create and install site-specific public artworks at Astoria Hot Springs and Park in Jackson, Wyoming—a significant public park being redeveloped for the local community and public-at-large. The Town of Jackson has worked on multiple public art projects— one of which being a partnership with Astoria Park Conservancy to bring public art to the park's Welcome Signage and a call for artists that brought us to Katie Shepherd Christiansen's thoughtful and ecologically inspired watercolor creations. This project was funded via a grant from the National Endowment for the Arts and we have seen the impact it has had on our community as residents explore Jackson's newest riverside park at Astoria. We have confidence that their organization can oversee the production of high-quality works of art that reflect community values. Since Jackson's Mayor, Hailey Morton Levinson is out of the office on maternity leave at this time, I am writing in her place to express the Town of Jackson's strong support for this exciting project.

For decades, residents and visitors enjoyed Astoria Hot Springs as a publicly-accessible passive recreation area and park. However, in 1999, it was rezoned for resort development and closed to the public. In 2018, Astoria Park Conservancy was founded through an effort from the Trust for Public Land as residents joined hands to raise funds to welcome community members back to Astoria. Astoria Park Conservancy has led an effort to re-envision the property as a public park with trails, natural play spaces, and public arts. Since the Hot Springs opened in 2020 nearly 30,000 visitors have sought refuge and made connections with community members and natural resources alike. Astoria Park Conservancy has held equity and access for our constituents at the forefront of their mission. We know the onsite artwork and eventual design for this space through their management will reflect the strong connection Jackson's residents have with this special place and the unique resources of the landscape, ultimately creating a meaningful public space with which the community identifies and connects. By conserving the 95-acre, historic Astoria site and leveraging art and culture to create place-based change, we hope to further improve equity and create an aesthetic space that serves as a well-loved community gathering space, highlights the unique natural elements, and reflects – and continues to contribute to – local history.

The Town of Jackson believes the Astoria Park project is aligned with our mission in the way that it will directly reflect this community's values, history, vision, and identity.

This NEA Our Town grant will ensure that arts and culture are central and meaningful aspects of Astoria Hot Springs and Park. This proposal has my utmost support, and if I may be of further assistance, please contact me via email at ajorgensen@jacksonwy.gov or phone at 307-733-3932.

Sincerely,

Arne Jorgensen
Vice Mayor, Town of Jackson

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Rodeo Concession Term Extension	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves the Rodeo Concessionaire and the current agreement expires on September 30, 2021. The concession agreement contains a provision for the current concessionaire to indicate its desire to continue for another term. That request must then be acted on by September 30.

Requested Action.

For the Town Council to make a determination on whether they would like to re-negotiate with Jackson Hole Rodeo for another term.

Recommendations.

Staff recommends the Town Council authorize staff to work with Jackson Hole Rodeo to present a new agreement for Council consideration no later than October 31, 2021.

Background.

The Town of Jackson received a letter from Jackson Hole Rodeo on June 23, 2021 indicating their desire to continue for another term as rodeo concessionaire.

The current Concession Agreement has the following provision in it.

11. RENEWAL/ EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

The Concessionaire is not in default in any manner and produces a quality rodeo for the community. Teton County acts as our agent in managing the rodeo grounds and addressing issues of concern with the concessionaire. The Town only gets involved if they cannot work the issues out amongst themselves. In 2019, several issues of concern were raised by both the concessionaire and Teton County and an amendment to the agreement was worked through and adopted by the Town Council that was amenable to both parties.

Staff recommends the Town Council authorize staff to work with Jackson Hole Rodeo to present a new agreement for Council consideration no later than October 31, 2021. The lease with Teton County for a portion of the Town's property known as the Rodeo Grounds expires on December 31, 2026. With the Council's discussions for other uses for this Town owned parcel after the lease with Teton County expires, it would make sense to consider a new agreement with the current concessionaire that would expire September 30 of 2026 which would be a 5 year term rather than the traditional 4 year term. Having the expiration of the rodeo concession coincide with the expiration of the long term

lease with Teton County would seem to be logical in that if the Town owned parcel turns into a different use, both agreements would be expiring in the same year.

A request was sent to Teton County on July 1 asking for any input or a recommendation on negotiating with the current concessionaire on another agreement, but to date, no input has been received.

Analysis.

The key point to consider is whether the Town would like to attempt to continue with the current concessionaire, Jackson Hole Rodeo, or whether they would like to consider putting the rodeo concession out for bid to open it up to other potential concessionaires. Should the Town and Jackson Hole Rodeo not be able to reach agreement on a new concession agreement, the Town can put the rodeo concession out to bid at that time. Should it be put out to bid, the current concessionaire could also enter a bid for consideration.

Alternatives (Optional).

- 1) Direct staff to re-negotiate with Jackson Hole Rodeo for another term
- 2) Direct staff to put the rodeo concession out to bid

Comprehensive Plan & Priority Alignment.

Rodeos in Jackson are part of the historic culture of the community and our ranching heritage. Rodeos also add to the diversity and balance of our economy by providing events that allow for local participants from dude and working ranches but also serve the tourist base of our economy. Support for the production of a quality rodeo is also important and relates to Common Value 3, Quality of Life.

Fiscal Impact.

The Concession Agreement requires an annual payment to the Town of \$50,000 or 10% of gross receipts, whichever is greater. The Town provides a maximum payment of \$60,000 to Teton County (and no greater than the concession fee paid to the Town) through the Rodeo Grounds Management Agreement to manage the grounds for us and act as our agent for the concession agreement. The total concession fee received through the Concession Agreement in the recent history was \$145,348 in 2020, \$129,037 in 2019, and \$123,961 in 2018.

Staff Impact.

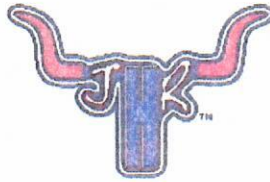
The staff impact of directing staff to work with the concessionaire to present a new agreement for consideration prior to October 31, 2021 is notable. It will involve multiple meetings with the concessionaire and include work from the Town Attorney to review the new agreement. Staff estimates approximately 10-15 hours of work from Administration and the Town Attorney. The staff impact of putting the concession out to bid would be significant and is estimated at 30-40 hours. It would involve preparing advertisements and a bid package, reviewing bids, setting up interviews with Council and bidders, negotiating a contract, presenting a contract for Council approval and obtaining necessary signatures etc. There would also be additional staff time involved for Teton County in working with a new concessionaire (if a new concessionaire is selected).

Attachments or Links.

Letter of request from Jackson Hole Rodeo. Current Concession Agreement. Amendment 1 to Current Concession Agreement.

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

I move to authorize staff to work with Jackson Hole Rodeo to present a new agreement for Council consideration no later than October 31, 2021.



JACKSON HOLE RODEO
7785 COWBOY WAY
JACKSON, WY 83001
307-733-7927

Town of Jackson, Wyoming
PO Box 1687
Jackson, WY 83001

June, 23 2021

To: Mayor Hailey Morton Levinson and city Council

This letter is to confirm that Jackson Hole Rodeo, WW Productions LLC desires to continue for another term as Rodeo concessionaire

Philip Wilson

WW Productions, LLC
Jackson Hole Rodeo
Owner/Operator

RODEO CONCESSION AGREEMENT

This Agreement is effective as of the 17 of October, 2017, between the Town of Jackson, a Municipal Corporation of the State of Wyoming, hereinafter referred to as the "Town", and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as "Concessionaire."

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, commonly known as the Fair Grounds as more particularly described in the Map of Survey recorded in the Teton County Clerk's office, MapT-60B located in book 2MAP, page 153; and

WHEREAS, the Teton Fair Board ("Lessee") has assumed management and supervision responsibilities for portions of the Fair Grounds owned by the Town pursuant to the Teton County Fair Grounds Lease Agreement entered on January 1, 2003; and

WHEREAS, Teton County passed Amendment #1 to the 2012 Fair Board Resolution on April 12, 2016 that stated that the Teton County Fair Board served in an advisory capacity as to the management of the fairgrounds thereby clarifying that Teton County serves as the manager of the portions of the Fair Grounds owned by the Town and as described in Exhibit "A" (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the "Rodeo Grounds"; and

WHEREAS, portions of the Rodeo Grounds are used specifically for the production of rodeos; and

WHEREAS, the Town hereby designates Teton County as the Administrative Authority to assume management and supervision responsibilities for the Rodeo Grounds owned by the Town; however, it is possible in the future that the Town will be the Administrative Authority as set forth herein; and

WHEREAS, the Concessionaire is in the business of producing rodeos for the entertainment of the general public; and

WHEREAS, the parties wish to formalize in writing an agreement for the production of a rodeo for the benefit and entertainment of the general public at the Rodeo Grounds.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. GRANT OF CONCESSION

The Town hereby grants to Concessionaire the nonexclusive right to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is "a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate."

2. TERM

The term of this Agreement shall be for four (4) years, or until September 30, 2021 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority two (2) days per week for four (4) hours each day on dates and times mutually agreed upon by the Administrative Authority and the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit "A" (T-60B map and narrative legal description) for the purposes

of preparing for and producing a rodeo and related activities ("collectively Rodeo Events") throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council's approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. When the rodeo occurs on consecutive Friday and Saturday nights, contestants are allowed to camp overnight on Friday and Saturday nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority.

Possession of a portion of the Rodeo Grounds known as the Heritage Arena and the Rodeo Arena (as depicted on Exhibit "A" (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena shall be exclusive at 12:00 P.M. for the outdoor arenas, at 2:00 P.M. for the parking areas, and at 4:00 P.M. for the Heritage Arena on days in which the Rodeo events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

4. PERFORMANCE DEPOSIT

For the purpose of securing the performance of all of the obligations of the Concessionaire in this Agreement contained, the Concessionaire shall, upon execution of this

Agreement, provide the Town with a One Thousand Dollar (\$1,000.00) deposit to be retained by the Town, without interest, for the full term of this Agreement.

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles, submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in "Exhibit B" either in hard copy or emailed. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

- i. **Definition of Gross Receipts.** Gross receipts as used in this Agreement shall include all monies and anything else for value received by the Concessionaire through the operation of this concession (specifically including, entrance fees, but specifically excluding stock charges and timing charges taken out of the contestant entry fees), or from any business

conducted by the Concessionaire on the premises, or from any use of the concession premises by the Concessionaire, excluding Town approved charity events, competitor entrance fees, additional prize money contributed by Concessionaire or prizes purchased by the Concessionaire, and income from business not directly related to rodeo production and without any other deductions, excepting an allowance of deduction on sales or excise taxes imposed by any governmental entity and collected by the Concessionaire.

6. ADMINISTRATIVE AUTHORITY RESPONSIBILITIES

a. **Administration of Agreement** The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

7. CONCESSIONAIRE RESPONSIBILITIES

a. RESPONSIBLE PARTY

On or before the effective date of this Agreement, the Concessionaire shall provide the address and telephone number of and designate in writing one (1) responsible person with whom the Town or its agents may deal for purposes of performance and administration of this Agreement.

b. PREMISES AND PROPERTY

i. Security, Cleaning and Damages Deposit

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the agreement and the remaining balance, if any, returned to the Concessionaire at the end of the agreement term. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

ii. **Condition/ Inspection**

Possession of premises and property. The taking of possession of the property described in Exhibit "A" (T-60B map and narrative legal description) to the Concession Agreement hereinafter referred to as the concession premises, by the Concessionaire, after completion of a checklist in the form attached hereto as Exhibit "C", shall constitute acknowledgement that such premises are in good condition, except as noted in writing by Concessionaire at the time of taking possession. Such written exceptions shall be attached to Exhibit "C." Exhibit "C" is a checklist of the items in the Heritage Arena and Rodeo Arena. The Concessionaire shall accept the concession in their presently existing condition, and the Town shall not be required to make any alteration thereto.

Annual joint inspection. Agents of the Town, Concessionaire, and Administrative Authority to this Agreement shall conduct a joint inspection of the concession premises and property immediately prior to and following the period of use each year throughout the term of this Agreement for the purpose of ascertaining responsibility for any damage and required repairs.

iii. **REPAIR AND MAINTENANCE OF PREMISES, PROPERTY**

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own

expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. Each rodeo event day, the Administrative Authority shall be responsible for raking and conditioning the outdoor and indoor arenas prior to the exclusive use period. Should the Concessionaire choose to rake and condition the arenas at any point after exclusive use has been provided, the Concessionaire shall be responsible for such raking and conditioning at its own expense. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

iv. CLEANLINESS

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to a checklist shown in Exhibit "C." Should the inspection not pass, then the concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later than twelve (12) hours after each Rodeo Event. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

If, in the sole discretion of the Administrative Authority, it determines that the Rodeo Grounds are not being maintained in a clean and sanitary condition resulting from the rodeo operations, the Administrative

Authority shall give the Concessionaire notice of the unsatisfactory conditions, said notice to be delivered in writing to Concessionaire or his agent or designated employee. In the event the unsatisfactory conditions are not remedied within twenty-four (24) hours of the time of delivery of notice, the Administrative Authority shall have the right, but not the responsibility, of effecting the necessary clean up and all reasonable charges therefore shall be deducted from the security, maintenance and cleaning deposit. The balance of the deposit remaining on hand as of the thirtieth (30th) day of September of each year of this Agreement shall be applied against yearly charges still owing as of that date.

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession property during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by that time and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

vi. CAMPING/STABLING

The Concessionaire shall not allow camping or stabling of animals during Rodeo Events, except by specific written approval of the Town through a Special Event Permit, and no person acting by, through or on behalf of the Concessionaire, shall have the authority to permit any person, individual or group of persons to utilize the Rodeo Grounds for the stabling of animals or for camping or for the overnight parking of campers, recreational vehicles and trailers. Stabling of animals shall be subject to a fee set by the Administrative Authority.

vii. SOUND SYSTEM

The loud speaker public address sound system utilized for rodeos and other events shall be provided by and shall be under the sole exclusive control for all purposes of the Administrative Authority, and neither the equipment

nor the control level shall be tampered with, altered or in any way revised or interfered with by the Concessionaire or any of its agents or employees, provided that this paragraph shall not be construed to prohibit minor adjustments not exceeding reasonable fixed limits, necessitated by mechanical or other problems. The Administrative Authority shall install, maintain and operate a volume measuring device during each Rodeo Event at three (3) separate fixed locations bordering the Fair Grounds. The sound shall be measured at a distance of at least twenty-five (25) feet from the site boundary line of the Rodeo Arena and shall not exceed eighty (80) decibels for a single period. This measurement shall be recorded and the results made available to the Concessionaire, and to the Town upon request.

viii. FIRST AID/EMT

The Concessionaire shall maintain on the premises at all times during the performance of rodeos, first aid equipment as recommended by the Teton County E.M.T. organization. In addition, the Concessionaire shall at all such times have immediately available to it a means of communicating with the Teton County Sheriff's dispatch office for the purpose of summoning ambulances or medical or law enforcement assistance via radio or telephone. For each rodeo performance, the Concessionaire shall be responsible for assuring that there is a trained emergency medical technician on the premises for the purpose of rendering aid to or assisting the rodeo contestants and other participants or spectators as the case may be.

ix. UTILITIES

The Concessionaire shall pay for delinquency of all charges for utility services incurred by it with respect to the operation of the concession herein granted.

x. APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first notifying the

Administrative Authority and obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore and such alterations shall be to the specifications of the Town and the Administrative Authority.

xi. RIGHT OF ACCESS

The Administrative Authority of the Rodeo Grounds and Town personnel shall have access to the concession premises and each part thereof, for the purpose of inspecting the same and making repairs on the concession premises. The Concessionaire shall have the right at all times to traverse Town property to get to and from the concession premises in order to keep the concession premises open during the regularly scheduled hours of operation, subject to reasonable rules and regulations approved by the Administrative Authority and/or Lessee with regard to the moving of livestock.

xii. PARTIAL DESTRUCTION

If at any time during the term of this Agreement the concession premises are damaged by fire, act of nature or other cause beyond the control of the Concessionaire to the extent that continued use of the concession premises is unfeasible, the Concessionaire may, on written notice to the Town delivered within fifteen (15) days after the damage has occurred, terminate this Agreement without any liability of the Concessionaire to the Administrative Authority, except for the payment of concession fees accrued to the date of such termination. If the Concessionaire does not elect to terminate this Agreement, the Town shall, with due diligence, restore the concession premises to operative condition, but the Town shall not be obliged under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of such damage. The Town shall not be responsible for any profits

lost by the Concessionaire due to the partial destruction of concession premises.

xiii. SIGNS

The Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining advance written approval of the Town under then existing regulations. Signs shall be allowed inside the Rodeo arena subject to approval by the Administrative Authority of size, location and design and approval will not be unreasonably withheld.

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. The Administrative Authority will devise a system to be used by the Concessionaire which may include turnstiles and/or tickets and may or may not require a breakdown of different classes of attendees. Turnstiles will be supplied and kept in good repair by the Administrative Authority. It is the responsibility of the Concessionaire to assure all attendees are counted.

d. STOCK AND SURCHARGES

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be presented to the Administrative Authority by the Concessionaire for consideration as part of the jointly executed report required by Section 2 of this agreement, not later than January 31 of the rodeo year. This fee schedule and procedure shall be provided to the Town of Jackson for review and approval. Town staff shall consult appropriate sources including professional rodeo associations and local rodeo participants with historical knowledge related to fee schedules to ascertain the appropriateness of the proposed fees and shall present the results of that consultation to the Town Council. The Town Council shall approve a final fee schedule not later than April 30 of each year.

e. PAYOUTS AND SLACK COMPETITION

The Concessionaire agrees to use the Professional Rodeo Cowboys Association ("PRCA") rules as a guideline for paybacks, and agrees that the formula for paybacks, with the

number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire's official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council's approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in "slack competition". The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin', calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 2:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

f. FOOD AND BEVERAGE CONCESSION

i. Rodeo Events. The Concessionaire shall be responsible for providing any food or beverages which are served to the public during Rodeo Events. The Concessionaire may sublet food service operations without the written consent of the Council with the understanding that all proceeds are still included in the definition of gross receipts whether subleased or not.

ii. Exclusive Use of food and beverage facility. During the Rodeo

Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

iii. Non-Rodeo Events. By mutual agreement between the Administrative Authority and Concessionaire, the Administrative Authority may contract out the food and beverage concession for non-Rodeo events. The food and beverage concession may be allowed on the Rodeo Grounds in tents, trailers or other temporary structures properly licensed by the County Board of Health and approved by the Administrative Authority.

iv. Proceeds. Proceeds from the food and beverage concession for Rodeo Events shall be included in the calculation of gross proceeds for the payment to the Town of Jackson.

v. Maintenance of equipment. The Concessionaire shall maintain all equipment in good working condition at all times, at its own expense, for the operation of the food and beverage concession. The Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the Town, Administrative Authority and/or Lessee that becomes missing, damaged beyond repair, or too unsanitary to use, due to the acts of the Concessionaire or its guests or business invitees and the Concessionaire shall replace all equipment that it is required to provide under the terms of this Agreement, if it becomes unfit for use. The foregoing requirements apply to the food and beverage concession property during the Rodeo Season.

g. LICENSES AND PERMITS

The Concessionaire shall pay for all permits and licenses that may be required for the operation of the concession.

h. PAYMENT OF BILLS

The Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used in the operation of the concession. The Concessionaire shall indemnify and hold the Town harmless from the payment of such debts.

i. **TAXES**

The Concessionaire shall pay all taxes on personal property belonging to the Concessionaire located on the concession premises, and the Concessionaire shall pay all sales and other taxes levied against the operation of the business.

j. **LIABILITY INSURANCE**

Throughout the term of this Agreement, the Concessionaire shall maintain insurance for bodily injury, death or property damage by reason of the operations conducted by the Concessionaire on the concession premises, with minimum liability limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for bodily injury or death of two (2) or more persons in any one accident or event, and in the minimum amount of \$50,000.00 for damage to property resulting from any one accident, naming the Administrative Authority and the Town as additional insured's. The Town and the Administrative Authority shall also be held harmless as part of the insurance coverage. The Concessionaire shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

Insurance policies referred to herein, shall be placed with an insurance company or companies approved by the Town. However, Concessionaire's choice of insurance agent or company shall not be unreasonably withheld. Copies of the said insurance policies and all certificates thereof shall be furnished by the Concessionaire effective as of the date of this Agreement, and under no circumstances less than ten (10) days prior to the event(s) for which proof of coverage is being provided, to both the Town and the Administrative Authority. All policies shall require notification to the Town not less than ten (10) days prior to any cancellation. All policies shall be for the entire Rodeo Season and renewed each year, or shall be for the entire term, and not on a per event basis.

k. **COMPLIANCE WITH STATE AND LOCAL LAWS**

The Concessionaire shall comply with applicable state and local laws governing the operation of the concession premises. Violation of such state laws or ordinances of the Town of Jackson, Wyoming may be considered just cause for termination of this Agreement.

1. REFLECTION.

Should the Concessionaire choose to wish the contestants of the rodeo safety and success and/or conduct a reflection at the beginning of each public rodeo, it shall be a general reflection that does not endorse any religion. It shall be considered breach of this paragraph if attendees of the public rodeos are subjected to proselytizing.

8. RIGHTS OF USE FOR OTHERS

a. **Teton County Fair.** Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of the concession premises for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.

b. **Jackson Hole Non Profit Rodeo.** In addition to the use for the Teton County Fair as set forth in subparagraph A above, a local non-profit sponsored Rodeo shall, with the consent of the Town Council, be held for a number of days as yet to be determined during the term hereof. It is the intent of the Town Council in approving the locally sponsored non profit Rodeo to have it scheduled in the last two weeks of August or in the month of September. If this is impossible, impracticable or otherwise not prudent in the sole discretion of the Town Council, the dates chosen for the non profit Rodeo shall have priority over those otherwise afforded to the Concessionaire under this Agreement. The concession premises shall be returned to the Concessionaire at the end of the scheduled period in the same or better condition in which the premises were in when the concession premises were made available for the nonprofit Rodeo.

c. **Non-Regular Rodeos.** Notwithstanding the provisions of subparagraphs A and B above, the Concessionaire shall be entitled to produce a rodeo on dates during the term of this Agreement other than those that the facilities are used by third parties as set forth above

and upon approval by the Administrative Authority and the Town Council, such approval not to be unreasonably withheld. The Administrative Authority or Lessee shall have the authority to charge a fee for the additional non-regular rodeo, and any requests for non-regular additional rodeos will require Town Council approval.

9. BREACH/ BANKRUPTCY

a. **Each Term Material.** Each term of this Agreement is material and the breach by the Concessionaire of any of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Town.

b. **Bankruptcy.** The filing by the Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of its property, or the filing by the Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by the Concessionaire of petition to take advantage of any insolvency act shall constitute a breach of this Agreement by the Concessionaire. On the occurrence of any such event, the Town may terminate this Agreement by giving the concessionaire ten (10) days written notice of termination.

10. WAIVER OF BREACH

The waiver by either party of any breach contained in this Agreement shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Town, or the payment of same by the Concessionaire, shall not be deemed to be a waiver of any prior occurring breach by the other party of any term contained herein regardless of knowledge of said party of such prior existing breach at the time of the acceptance of or payment of such concession fee payment.

11. RENEWAL/ EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate

with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

12. TERMINATION BY TOWN

If in the judgment of the Town the manner of operation of the concession or the quality of services does not meet the requirements of this Agreement, or if the Concessionaire is in default of any of the terms of this Agreement, the Town shall give the Concessionaire written notice specifying the particulars of the unsatisfactory performance or default. Unless otherwise stated within this Agreement, if the Concessionaire fails or refuses to remedy such unsatisfactory performance within fifteen (15) days after the giving of notice, the Town may terminate this Agreement. The Administrative Authority may recommend termination of this agreement to the Town by providing written notice specifying the areas of concern.

13. CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement for any reason, the Town shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. The Concessionaire stipulates and agrees that the Town shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this Agreement.

14. INDEMNIFICATION

The Concessionaire shall hold the Town, its agents and employees, and the Board, harmless from and shall defend and indemnify the Town and the Board from and against any and all liability for injuries to or deaths of persons or damage to property arising from the Concessionaire's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

15. NOT CONTRACT OF EMPLOYMENT

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and the Concessionaire. The Concessionaire shall at all times be deemed to be an independent contractor. The Concessionaire is not authorized to bind the

Town to any agreements or obligations. The Town shall not be liable for any acts of the Concessionaire, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to the Concessionaire; the Concessionaire is a licensee and not a lessee of the concession premises, and the right of the Concessionaire to occupy the concession premises and to operate the concession granted by this Agreement shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the Concessionaire.

16. MISCELLANEOUS

a. **HEADINGS AND SUBHEADINGS.** The headings and subheadings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **APPLICABLE LAW.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

c. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual.

d. **ASSIGNMENT OR SUBLETTING.** The Concessionaire may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the concession premises without first obtaining the written consent of the Town unless otherwise provided herein. A copy of any sub-lease agreement consented to shall be provided to the Town.

e. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.

f. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

g. **NOTICES.** All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687,
Jackson, Wyoming 83001.
2. Concessionaire: WW Productions, LLC, Phil Wilson, 7895
Cowboy Way, Jackson, WY 83001.
3. Administrative Authority, P.O. Box 3075,
Jackson, Wyoming 83001.

h. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

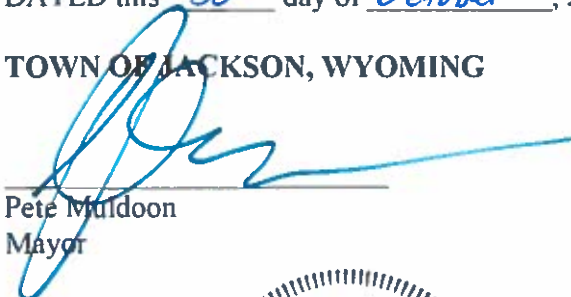
i. **SOVEREIGN IMMUNITY.** The Town does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

j. **THIRD PARTY BENEFICIARY.** The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this 30 day of October, 2017.

TOWN OF JACKSON, WYOMING


Pete Muldoon
Mayor

ATTEST:


Sandy Birdyshaw
Town Clerk



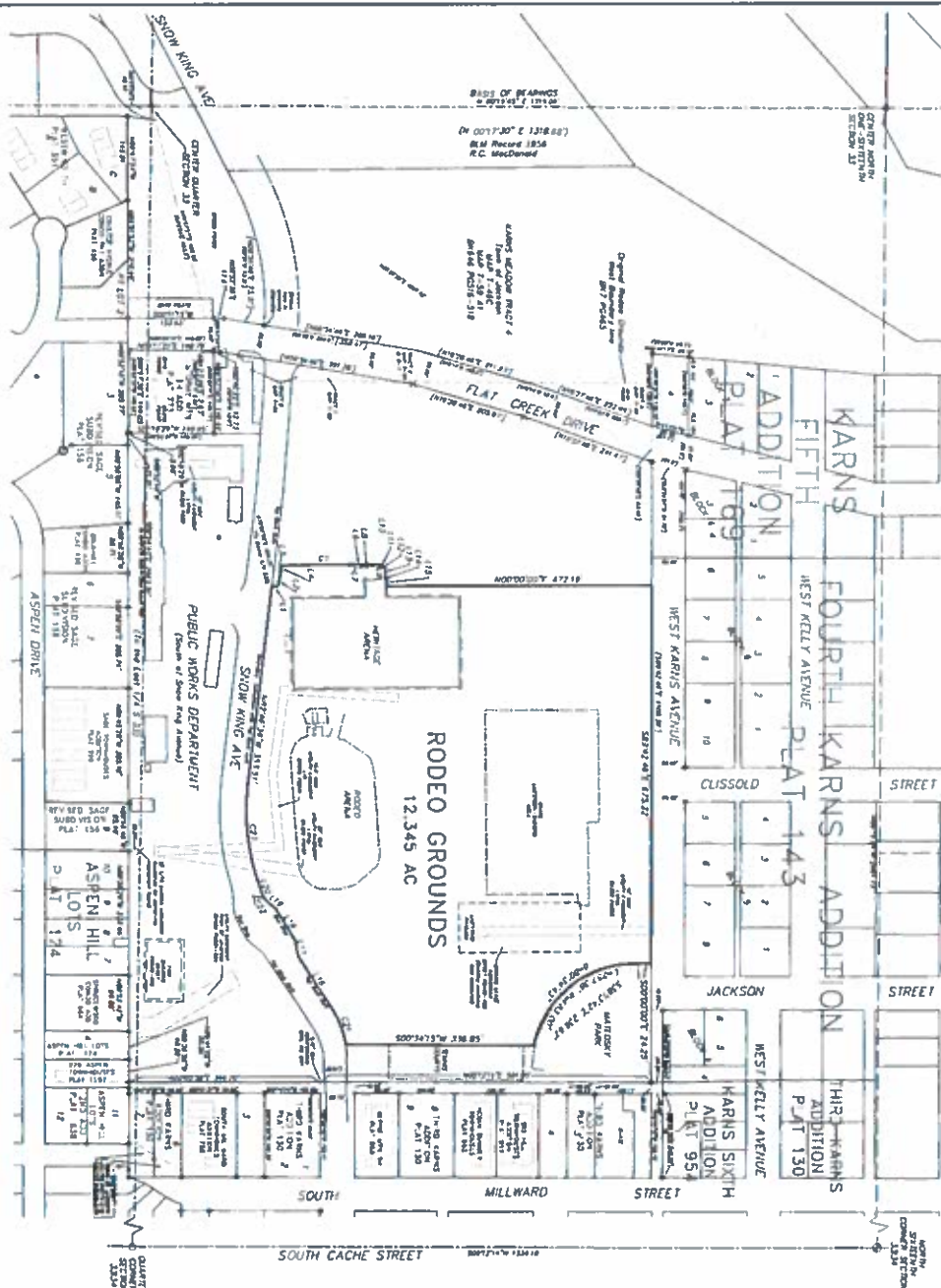
CONCESSIONAIRE

WW Productions, LLC.

By: 

Its: Managing Member

10-17-2017



JORGENSEN ASSOCIATES, P.C. P.O. BOX 9950 JACKSON, WYOMING 83002 (307) 733-9150

Walk Through Checklist

Condition: 1-New/Good, 2-Fair, 3-Poor, 4-Broken

AREA	CONDITION				COMMENTS
Arena	1	2	3	4	
Arena Fences and Gates	1	2	3	4	
Beer Booth	1	2	3	4	
Bleachers and Grandstands	1	2	3	4	
Bucking Chutes	1	2	3	4	
Catch Pen Fences and Gates	1	2	3	4	
Concession Stand -					
2 Coolers (Upright)					
1 Freezer					
1 Grill					
1 Ice Chest					
2 Refrigerators					
1 Stove					
5 Tables (Steel) (4 Lg. and 1 Sm.)					
4 Tables (Wood)					
Crow's Nest	1	2	3	4	
Grandstand Bathrooms	1	2	3	4	
Grounds Perimeter Fences and Gates	1	2	3	4	
Heritage Arena	1	2	3	4	
Holding Pen Fences and Gates	1	2	3	4	
Holding Pens behind Crow's Nest	1	2	3	4	
Parking Lot	1	2	3	4	
Platform/Deck beneath Crow's Nest	1	2	3	4	
Roping Chutes	1	2	3	4	
Sound System Speakers	1	2	3	4	
Stripping Chute	1	2	3	4	
Ticket Booths	1	2	3	4	

Meter Reading -

Fair Board Rep: _____ Rodeo Rep: _____

Date: _____

Date: _____

AMENDMENT NO. ONE TO RODEO CONCESSION AGREEMENT

This *Amendment No. One to the Rodeo Concession Agreement* dated October 17, 2017 is entered into effective upon the date of the last signature affixed hereto by and between the Town of Jackson, a duly organized Town of the State of Wyoming ("**Town**"), and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as "Concessionaire."

Recitals

WHEREAS, the Town of Jackson recognizes Teton County as the Administrative Authority and manager of the portions of the Fair Grounds owned by the Town of Jackson through the Rodeo Grounds Management Agreement dated June 25, 2019; and

WHEREAS, the Administrative Authority and the Concessionaire desire to make edits to the approved Rodeo Concession Agreement in order to provide clear delineation of responsibilities and continue to cooperate effectively; and

WHEREAS, the approved Rodeo Concession Agreement allows for recommended amendments to the Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants; and

WHEREAS, priority for consideration of amendments shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

NOW THEREFORE, the parties agree to the following changes to the Rodeo Concession Agreement entered into on October 17, 2017:

1. Section 2. **TERM** shall be amended to read as follows:

2. **TERM**

The term of this Agreement shall be for four (4) years, or until September 30, 2021 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority on Wednesdays and Saturdays during the month of May. Additional days may be authorized at the discretion of the Administrative Authority with at least 24 hours advance notice from the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each

year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

2. Section 3. **PERIOD OF USE AND POSSESSION OF PREMISES** shall be amended to read as follows:

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit "A" (T-60B map and narrative legal description) for the purposes of preparing for and producing a rodeo and related activities ("collectively Rodeo Events") throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council's approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. Contestants who are approved by the Concessionaire are allowed to camp overnight on Rodeo Event nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority. Contestants are not allowed to camp on the Rodeo grounds shown in Exhibit A on non-Rodeo nights.

Possession of a portion of the Rodeo Grounds known as the Rodeo Arena (as depicted on Exhibit "A" (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena, the outdoor arenas, and other stock pens shall be exclusive to Concessionaire starting at 8:00 AM. and possession shall be exclusive to Concessionaire starting at 4:00 P.M. for the Heritage Arena on days in which the Rodeo Events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

3. Section 5. **CONCESSION FEE** shall be amended to read as follows:

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of

July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, participant entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles, submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in "Exhibit B" either in hard copy or emailed, and shall be kept confidential to the extent allowed by law. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

4. Section 6.a. **Administration of Agreement** shall be amended to read as follows:

a. **Administration of Agreement**

The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. All formal meetings between the Concessionaire and Administrative Authority shall be held at a location mutually agreed upon. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

5. Section 7.b.i. **Security, Cleaning and Damages Deposit** shall be amended to read as follows:

i. **Security, Cleaning and Damages Deposit**

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars (\$2000.00) has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the Agreement and the remaining balance, if any, returned to the Concessionaire at the end of the Agreement term. If charges against the deposit exceed Two Thousand Dollars (\$2000.00), the Concessionaire will be billed for the overage and a replacement Two Thousand Dollar

(\$2000.00) deposit must be paid. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

6. Section 7.b.iii. **REPAIR AND MAINTENANCE OF PREMISES**, shall be amended to read as follows:

iii. REPAIR AND MAINTENANCE OF PREMISES, PROPERTY

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. The Concessionaire shall be responsible for watering and conditioning the outdoor and indoor arenas for their own Rodeo Events. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

7. Section 7.b.iv. **CLEANLINESS**, shall be amended to read as follows:

iv. CLEANLINESS

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to the checklist shown in Exhibit "C." Should the inspection not pass, either party shall notify the other party in writing of the unsatisfactory conditions, and the party receiving the notification shall have four (4) hours from delivery of notice to remedy the unsatisfactory conditions, unless mutually agreed upon. In the event unsatisfactory conditions are not remedied within four (4) hours, the Concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later

than twelve (12) hours after each Rodeo Event. The Concessionaire shall clean, including but not limited to the following: trash to be picked up and thrown in fairgrounds dumpsters; trash pickup includes the Rodeo Arena and bleachers; Heritage Arena; chute areas; stock pens; roping boxes; alleyways; and Rodeo Arena restrooms; all manure from the Heritage Arena tie up mats shall be picked up and placed in the manure dump; all wheelbarrows shall be dumped in the manure dump and returned empty to the barn. The Administrative Authority will be responsible for cleaning all parking areas, stalls, and the Grassy Arena. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a Rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

8. Section 7.b.v. **USE AND HOURS OF OPERATION**, shall be amended to read as follows:

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession premises during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by 11:00 p.m. and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

9. Section 7.b.vi. **CAMPING/STABLING**, shall be amended to read as follows:

vi. CAMPING/STABLING

The Concessionaire shall have the authority to permit any contestant to utilize the Rodeo Grounds for the stabling of animals or for camping on Rodeo Event nights, as per the permit process established by the Administrative Authority. Both camping and stabling of animals shall be subject to a fee set by the Administrative Authority, to be collected by the Concessionaire and remitted to the Administrative Authority.

10. Section 7.c. **ATTENDANCE**, shall be amended to read as follows:

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. It is the responsibility of the Concessionaire to assure all attendees are counted.

11. Section 7.d. **STOCK AND SURCHARGES**, shall be amended to read as follows:

d. **STOCK AND SURCHARGES**

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be provided to the Town of Jackson by the Concessionaire not later than May 1 of the rodeo year.

12. Section 7.e. **PAYOUTS AND SLACK COMPETITION**, shall be amended to read as follows:

e. **PAYOUTS AND SLACK COMPETITION**

The Concessionaire agrees to use the Professional Rodeo Cowboys Association ("PRCA") rules as a guideline for paybacks, and agrees that the formula for paybacks, with the number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire's official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo Events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo Events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council's approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in "slack competition". The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin', calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 4:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

13. Section 7.f.ii **Exclusive Use of food and beverage facility**, shall be amended to read as follows:

ii. **Exclusive Use of food and beverage facilities.** During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

14. Section 7.f.iii. **Non-Rodeo Events**, shall be deleted in its entirety.

15. Section 8.a. **Teton County Fair**, shall be amended to read as follows:

a. **Teton County Fair.** Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period ("Fair Week") shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of all of the premises with the exception of the concession stands, kitchen, and ticket booth storage rooms for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.

i. On the Saturday prior to Fair Week, due to a Fair related event, the Rodeo Concessionaire shall not have access to the Rodeo Arena until 5:00 PM. Additionally on this day, the Concessionaire may not bring in stock until 4:00 PM.

ii. Rodeo Concessionaire is responsible for taking down all of its signage within the black fence on Saturday night prior to Fair Week, including ticket sales, wayfinding, beer sales, sponsor banners, rough stock chute banners, etc.

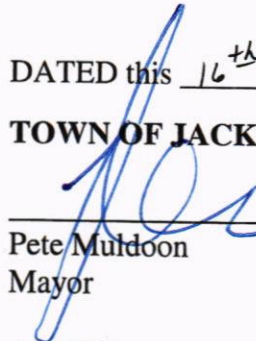
iii. Rodeo Concessionaire is responsible for taking down all tents and removing the following from the fairgrounds prior to 10:00 AM on the first Monday of Fair Week: tents; mechanical bull; equipment such as tractor, drags, water truck, attachments, etc.; and enclosed trailers.

iv. Rodeo Concessionaire is responsible for moving other items as requested by the Fair Board prior to and during the Fair.

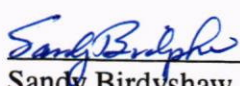
IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this 16th day of December, 2019.

TOWN OF JACKSON, WYOMING


Pete Muldoon
Mayor

ATTEST:


Sandy Birdyshaw
Town Clerk



CONCESSIONAIRE

WW Productions, LLC.

By: *[Signature]*

Its: *Member*

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	COVID-19 Special Event Policy	Public Comment:	Yes

Purpose & Policy Considerations.

To consider changes to the Town's Special Event Policy with COVID-19 Considerations ("Special Event Policy").

Requested Action.

Staff is requesting Town Council to revisit the policy for addressing special event requests during this ongoing pandemic to allow consistent expectations of all special event requests during the pandemic.

Recommendations.

Since the initial policy was approved in February of 2021 the COVID-19 landscape has changed. A majority of our community has received the COVID-19 vaccination and the Teton County Public Health Guidance Level is currently in Yellow (Low Risk). It is staff's recommendation to readjust the special event policy to a less restrictive format.

Background.

In February of 2021 Teton County was recovering from a spike in COVID-19 cases and event organizers inquired about the possibility of special events for the summer of 2021. In an effort to provide event organizers consistent expectations for special events during the pandemic the Town Council adopted a special event policy based on the information which was current at the time.

Since the adoption of this policy a vaccine has been made available for the general public. According to the Wyoming Department of Health, over 70% of Teton County residents have been fully vaccinated. Teton County recently shifted from Green (New Normal) to Yellow (Low Risk) public health guidance level.

Analysis.

With the presence of a widely distributed COVID-19 vaccine, the current Yellow (Low Risk) level in the community, and the understanding that most, if not all, special events considered take place outdoors this may be an opportunity to revisit and potentially update the current Special Event Policy. Staff has recommended adjusting the current Special Event Policy to a less restrictive format. This would allow large-size events to take place under Orange (Moderate Risk) level while still restricting larger events if we were to return to Red (High) and all in-person events if we return to Purple (Critical). A less restrictive Policy would still require Teton County Health Department to review all events while the community is in Orange (Moderate), Red (High) and Purple (Critical) risk levels.

Possible Alternatives.

Alternative #1: No changes to the current special event policy with COVID-19 considerations.

Alternative #2: Readjust the current special event policy to a less restrictive format.

Alternative #3: Remove the current special event policy altogether.

Below is a matrix representing the current special event policy with COVID-19 considerations as well as a possible less restrictive version of the policy.

CURRENT SPECIAL EVENT POLICY WITH COVID-19 CONSIDERATIONS

	COVID RISK LEVEL				
	Green	Yellow	Orange	Red	Purple
Teton County Health Department Review Required	No	Yes	Yes	Yes	Yes
Large-Sized Events Allowed (>500 people)	Yes	Yes	No	No	No
Medium- Sized Events Allowed (100 -500 people)	Yes	Yes	Yes	No	No
Small- Sized Events Allowed (<100 people)	Yes	Yes	Yes	Yes	No
Virtual And Drive-By/Drive-In Allowed	Yes	Yes	Yes	Yes	Yes
The policy does not apply to events exempt from Special Event permitting in accordance with Jackson Municipal Code § 12.28.040.D.					

POSSIBLE LESS RESTRICTIVE SPECIAL EVENT POLICY WITH COVID-19 CONSIDERATIONS

	COVID RISK LEVEL				
	Green	Yellow	Orange	Red	Purple
Teton County Health Department Review Required	No	No	Yes	Yes	Yes
Large-Sized Events Allowed (>500 people)	Yes	Yes	Yes	No	No
Medium- Sized Events Allowed (100 -500 people)	Yes	Yes	Yes	Yes	No
Small- Sized Events Allowed (<100 people)	Yes	Yes	Yes	Yes	No
Virtual And Drive-By/Drive-In Allowed	Yes	Yes	Yes	Yes	Yes
The policy does not apply to events exempt from Special Event permitting in accordance with Jackson Municipal Code § 12.28.040.D.					

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region.

Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

Fiscal Impact.

None.

Staff Impact.

Staff has taken approximately 2-4 hours preparing and reviewing the staff report and considering this item.

Attachments.

None.

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

Alternative #1:

No action (the current Special Event Policy With COVID-19 Considerations will remain in place).

Alternative #2:

I move to readjust the current Special Event Policy to a less restrictive format as set forth in this August 2, 2021 staff report.

Alternative #3:

I move to withdraw the current Special Event Policy and direct staff to present each special event to Council for individual review and consideration.

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P21-114 Development Plan Amendment for a 5-lot subdivision of the properties located at 105 – 165 Nelson Drive	Public Comment:	Yes

Purpose & Policy Considerations.

According to the Town Land Development Regulations (LDRs) Section 8.5.3, a Development Plan is required prior to submittal of a Subdivision Plat.

Requested Action.

The applicant is requesting approval of a Development Plan amendment to a previously approved 7-lot subdivision (P19-152) in the Neighborhood Medium Density – 1 (NM-1) zoning district. This amendment seeks to reduce the number of subdivided lots from 7 to 5. This application is required prior to submitting a subdivision plat to formalize the 5-lot subdivision.

The applicant is also requesting a refund for the difference in Park and School Exaction fees from 7 lots (\$32,900.00) to 5 lots (\$14,100.00) which would be a \$18,800.00 refund.

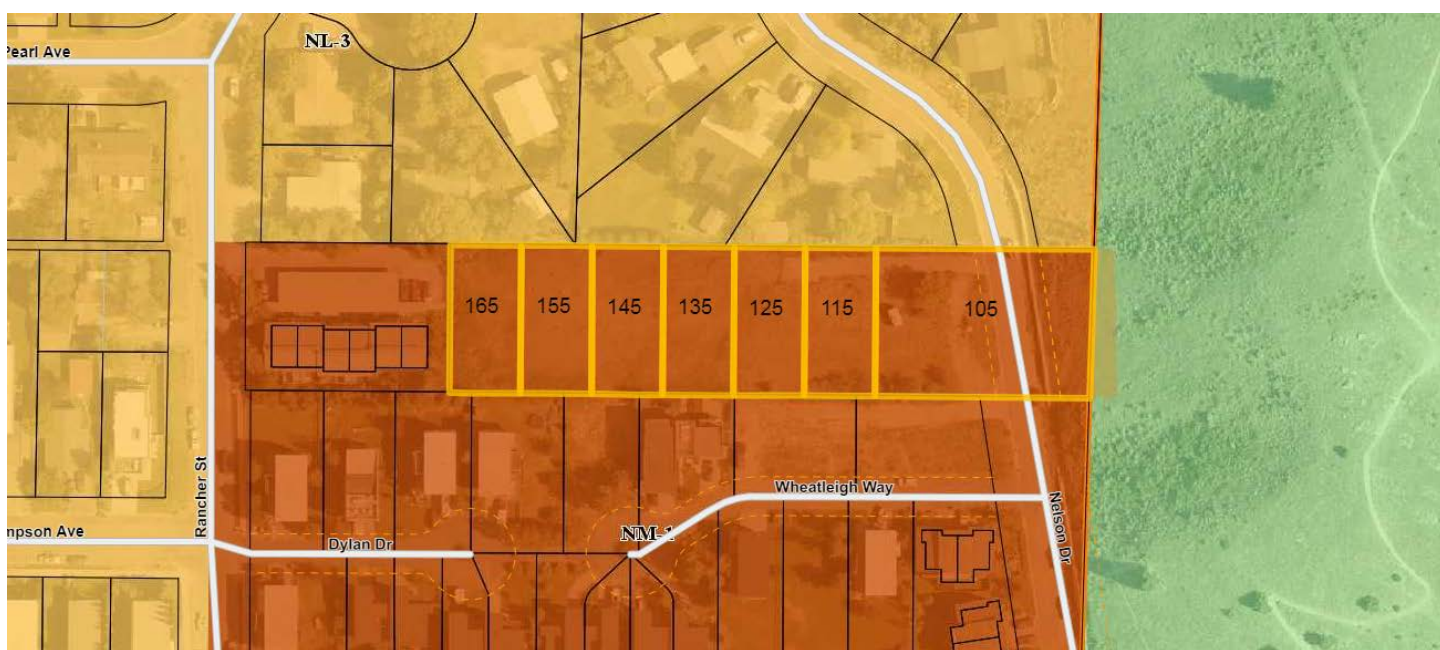
Recommendations.

The Planning Director recommends **approval** of a Development Plan amendment for a 5-lot subdivision at the properties addressed at 105-165 Nelson Drive subject to the Land Development Regulations, the department 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 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 shall be refunded the difference in Park and School Exaction fees in the amount of \$18,800.00.

Project Location.

The properties are addressed as 105, 115, 125, 135, 145, 155 & 165 Nelson Drive and legally described as Lots 1-7 of Teton Landings Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

The subject properties (Lots 1-7, Teton Landings Addition) are located within the NM-1 zoning district. The surrounding zoning to the north is Neighborhood Low Density – 3 (NL-3), and to the east, west and south is NM-1. The eastern-most lot (Lot 1) is bisected by Nelson Drive and just further east is the Town limits abutting Bridger Teton National Forest. Historically the site consisted of two parcels containing a total of three structures: a 1,310 sf single-family detached home, a detached garage and detached storage shed. All structures have been demolished. Vehicular access historically has been taken from Nelson Drive to the east.

On September 4, 2019, the Town Council approved a Development Plan (P19-152) for a 7-lot subdivision of the original 2 parcels. Six of the 7 lots were approximately 6,200 sf and the largest lot was 19,000 sf (which includes

land within Nelson Drive easement and adjacent hillside). On October 19, 2020, the Town Council approved a Subdivision Plat (P20-140) formalizing the 7-lot subdivision.

The applicant is now seeking to reduce the overall number of lots from 7 to 5. As proposed, 4 of the 5 lots are 9,118 sf and the largest lot is 19,798 sf (which includes land within Nelson Drive easement and adjacent hillside). All other aspects of the subdivision configuration, however, remain as currently approved. For example, vehicular access will remain off of Nelson Drive and provided with the same 30-foot wide access easement which runs along the northern property line that includes a 20-foot wide private road with 5 feet on either side for utilities and snow storage. No sidewalks or physical development are proposed at this time. When developed, the 4 smaller lots would allow approximately 4,559 sf of above-ground habitable floor area and the largest lot would allow approximately 7,900 sf of above-ground habitable floor area. Since all lots are larger than 7,500 sf, the zoning would allow a maximum density of 4 units per lot: 2 primary units each with 1 ARU (e.g., a duplex with a basement ARU under each unit).

Analysis.

Staff has reviewed the proposed development for compliance with the dimensional limitations of the NM-1 zone. The dimensional limitations for each lot are listed below:

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	3,750 sf	Lot 1: 19,798 sf Lots 2-5: 9,118 sf	Yes
Maximum FAR	0.40 plus 0.05 increase for each ARU	Lot 1 (potential): 7,600 sf - 9,500 sf Lots 2-5 (potential): 3,647 sf - 4,559 sf	TBD
Street Setback (north)	20 feet from pavement of private roadway.	20 feet from pavement	Yes
Rear Setback	10 feet	10 feet	Yes
Side Setback	10 feet	10 feet	Yes
Side Setback	10 feet	10 feet	Yes
Building Height	26 – 30 feet	None at this time	TBD
Density	Max of 2 primary units + 1 ARU per primary unit = 4 units max per lot	None at this time	TBD
Vehicular Access	Private Road – 30-foot easement w/ 20-foot wide road	Private Road – 30-foot easement w/ 20-foot wide road	Yes
Fire Turnaround	Required unless each building is fire sprinklered	Applicant will fire sprinkler all buildings	Yes

After reviewing the request, staff was able to make the required findings for a Development Plan amendment and find that the request is consistent with the LDRs requirements. The NM-1 zone allows for land division provided that all new lots meet the minimum lot size of 3,750 sf which this application does comply with.

Although the proposed 5 lots are larger in size from the most-recent 7-lot subdivision, the LDRs do not have maximum lot size standards. In addition, all lots have compliant vehicular access and reasonably sized building envelopes that will allow 2-story development similar to surrounding zoning and existing development.

From a floor area standpoint, the proposed 5-lot subdivision is not increasing the overall allowed floor area compared to the current 7-lot subdivision. However, since the number of lots is decreasing, each resulting lot will allow more square footage because the overall floor area is being spread amongst a smaller number of lots. Even with this increase, staff finds that the lot sizes are similar to the surrounding lots which range in size from 7,500 sf – 20,473 sf.

On the subject of density, lots in the NM-1 zone less than 7,500 sf allow a maximum density of two units per lot (e.g., one primary unit with one ARU), while lots equal-to or greater-than 7,500 sf allow a maximum density of four units per lot (two primary units and two ARUs). Since all proposed lots are greater than 7,500 sf, the five lots would allow 10 primary units and 10 ARUs (20 units) for the entire subdivision. Compared to the existing 7-lot subdivision, which had several lots less than 7,500 sf, the potential maximum density was 16 units (eight primary units and eight ARUs). Thus, the potential gross density for the entire subdivision would increase from 16 to 20 units if the amendment is approved. However, achieving the maximum density is dependent upon other factors such as setbacks, LSR, parking, and the landowner's goals. Whether the maximum density is achieved or not, staff finds that the proposed 5-lot subdivision to be consistent with the desired future character of this zone and consistent with the underlining zoning.

Regarding road standards, a reasonable comparison of this subdivision is the Daisy Bush development immediately to the south. Similar to Daisy Bush, the proposed private road will be 20 feet wide allowing enough space for two-way traffic, but not for street parking. Since the Town does not have guest parking requirements and on-street parking on Nelson Drive is limited, staff encourages the applicant to consider the provision of guest parking, perhaps by providing ample parking on each lot as they individually develop. Also similar to Daisy Bush, no sidewalks are proposed or required. Since this will be a private road, maintenance costs such as utilities and snow plowing will be the responsibility of the private homeowners. Unlike the Daisy Bush development, the proposed private road does not have a cul-de-sac or turnaround for the Fire Department. The reason for this is the owner plans to fire sprinkle all habitable structures and the Fire Department supports this proposal as noted in the Department Reviews. To ensure that all habitable structures are sprinklered, staff has added a condition of approval that the applicant 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.

Finally, several months prior to submittal of this Development Plan amendment the applicant approached staff about potentially being refunded the difference in park and school exaction fees between 7 lots and 5 lots. Staff directed the applicant to make a formal request to the Town Council who ultimately make the decision. Since Park and School exaction fees for the 7-lot subdivision have already been paid, the applicant is now formally requesting a refund for the difference, which is a \$18,800.00 refund. Staff, including staff from the Finance Department and Town Attorney, are supportive of the request because the requested amendment quickly followed the original approval (i.e., the Town has not spent the previously submitted exaction fees) and no units have been constructed in the original subdivision so there has been no actual impact to our schools or parks at this time. Ultimately the Town Council has discretion to approve or deny the refund request and if the request is denied, this matter would be considered closed as the Town already has collected the exaction fees.

Planning Commission

The Planning Commission reviewed this item on July 7, 2021, and unanimously recommended approval to Town Council as presented, including support for the Park and School Exaction refund. As a discussion topic, the Planning Commission expressed support because the maximum potential density was increasing from 16 units to 20 units.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

This finding is not applicable according to the Wyoming Supreme Court.

2. ***Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.***

Complies. The proposed Development Plan is not located in the NRO or the SRO.

3. ***Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.***

Complies. The development will mitigate park and school impacts through payment of exactions at the ratio required in the LDRs for residential development at the time of Subdivision Plat recordation. Staff finds that the proposed subdivision as conditioned will not have a significant impact on other public facilities and services as the development does not expand the anticipated growth within the NM-1 zone based upon allowable lot size.

4. ***Complies with the Town of Jackson Design Guidelines, if applicable.***

Complies. Design Guidelines do not apply to this request.

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

Complies. Staff finds that the Development Plan proposal is in compliance with all relevant LDR standards.

6. ***Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***

Complies. Not applicable.

Fiscal Impact.

If the Town Council approves the Park and School Exaction refund, \$18,800.00 will be issued to the applicant. However, would still get the full exaction fees for a 5-lot subdivision of \$14,100.

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 7 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

Item A: 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, I move 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.

PLANNING

Project Number	P21-114	Applied	5/7/2021	AL
Project Name	Development Plan Amend - Lots 1-7 Teton Landing		Approved	
Type	DEVPLAN	Closed		
Subtype	AMENDMENT	Expired		
Status	STAFF REVIEW	Status		
Applicant	Fodor Law Office	Owner	TETON LANDING LLC	
Site Address		City	State	Zip
105 NELSON DRIVE	JACKSON	WY	83001	
Subdivision	Parcel No	General Plan		
	224116341AX001			

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Building Kelly Sluder	APPROVED	5/10/2021	6/1/2021	5/12/2021	
Fire Kathy Clay (5/14/2021 11:23 AM CLAY) No comment at this time.	NO COMMENT	5/10/2021	6/1/2021	5/14/2021	
Joint Housing Dept Stacy Stoker	APPROVED	5/10/2021	6/1/2021	6/7/2021	
Legal Lea Colasuonno	NO COMMENT	5/10/2021	6/1/2021	6/3/2021	
Parks and Rec Steve Ashworth		5/10/2021	6/1/2021		
Pathways Brian Schilling	NO COMMENT	5/10/2021	6/1/2021	5/26/2021	
Planning Tyler Valentine (7/1/2021 9:50 AM TV) See staff report.	APPROVED W/CONDITI	5/10/2021	6/1/2021	7/1/2021	

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police Michelle Weber	NO COMMENT	5/10/2021	6/1/2021	5/10/2021	

Public Works
Brian Lenz
(6/16/2021 5:07 PM BTL)
Development Plan – APPROVED with Conditions

P21-114
ADDRESS: 105 Nelson
OWNER: Teton Landings, LLC
APPLICANT: Fodor Law Office, Stefan Fodor

6/16/2021
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 5/10/2021
DATE OF MATERIALS: May 3, 4, & 7, 2021
REVISION NO.: 00

The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL

1. Water system and services shall be privately owned.
2. Sewer Services shall be privately owned.
3. The Town shall maintain its utility and access easement within the 30 feet wide common road and utility easement.
4. If reductions in the financial assurance or modifications are required by the Town Attorney, the Subdivision Improvement Agreement shall be amended to reflect the proposed subdivision.

PROJECT SPECIFIC COMMENTS

1. While there is efficiency and cost savings installing sewer services in the same trench at the time of development, it can cause issues with future work due to impacts to adjacent lots or utilities, e.g. a repair on one sewer line causes damage to the adjacent sewer service. Recommend Provide 10 feet wide utility easements on adjacent lots for utilities located less than 10 feet from the property line.
2. Permits are required prior to construction of development improvements.
3. All improvement shall be designed by a professional engineer licensed to do such work in the State of Wyoming.
4. The Miller ditch runs within proposed Lot 5 and development is subject to section 7.7.4.
5. Typically cable utilities can pull through up to 4 bends (including in and out of the ground), some of the proposed services are shown with more bends and their design should be reviewed by the utility providers. More direct alignments may be prudent.

START
Darren Brugmann

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: Teton Landings - 5-Lot Subdivision
2. LOCATION: 115 Nelson 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>3</u>		<u>0.06</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{0.06}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{6,000}{\text{CASH-IN-LIEU}}$$

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: Teton Landings - 5-lot Subdivision
2. LOCATION: 115 Nelson 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>3</u>		3.00	<u>9</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:

$$\underline{9} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.081} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.081} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{8,100} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 4/1/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Teton Landings - 7-lot Subdivision
2. LOCATION: 115 Nelson Drive
3. PROJECT NUMBER: _____
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	<u>5</u>		3.75	<u>18.75</u>
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{18.75}{\text{TOTAL PROJECTED POPULATION}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.169}{\text{REQUIRED ACRES}}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{0.169}{\text{REQUIRED ACRES}} \times \$100,000 \text{ (VALUE OF LAND)} = \$16,900 \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 4/1/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Teton Landings - 7-Lot Subdivision
2. LOCATION: 115 Nelson 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>5</u>		<u>0.1</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{0.1}{\text{LAND DEDICATION STANDARD}} \times \frac{\$100,000}{\text{(VALUE OF LAND)}} = \$ \frac{10,000}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

FODOR LAW OFFICE, PC

Stefan J. Fodor

P.O. Box 551 / Jackson, WY 83001

307.733.2880 (t) / 307.733.2890 (f)

stefan@fodorlaw.com

May 7, 2021

Town of Jackson
Planning Department
c/o Annette Langley
Submitted via Email to: planning@jacksonwy.gov

Re: Amendment to Development Plan; Teton Landing

Dear Annette:

Please find enclosed an application to amend the approved Development Plan for the Teton Landing subdivision to reduce the number of lots from 7 to 5 lots. I will deliver the \$3,005.00 filing fee check to your office shortly.

Please let me know if you need anything else from us to process this application. Thank you.

Regards,



Fodor Law Office, PC
Stefan J. Fodor

Encl.



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: Teton Landing Development Plan Amendment
Physical Address: 105, 115, 125, 135, 145, 155 and 165 Nelson Drive
Lot, Subdivision: Teton Landing Addition to the Town of Jackson; Lots 1-7; Plat 1422 PIDN: See attached Exhibit A with PIDNs

PROPERTY OWNER.

Name: Teton Landing LLC Phone: 307-733-2880
Mailing Address: PO Box 1677, Jackson, Wyoming ZIP: 83001
E-mail: sdarwiche@hoteljackson.com

APPLICANT/AGENT.

Name: Fodor Law Office Phone: 307-733-2880
Mailing Address: PO Box 551 Jackson, Wyoming ZIP: 83001
E-mail: stefan@fodorlaw.com; jill@fodorlaw.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/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 #: P18-224 Environmental Analysis #: _____
Original Permit #: P19-152; P19-224; P20-140 Date of Neighborhood Meeting: 5/13/19

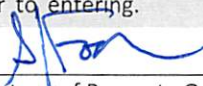
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Stefan Fodor

Name Printed

5/7/21

Date

Attorney

Title

Exhibit A to Planning Permit Application

PIDNs

105 Nelson Drive: 22-41-16-34-1-AX-001

115 Nelson Drive: 22-41-16-34-1-AX-002

125 Nelson Drive: 22-41-16-34-1-AX-003

135 Nelson Drive: 22-41-16-34-1-AX-004

145 Nelson Drive: 22-41-16-34-1-AX-005

155 Nelson Drive: 22-41-16-34-1-AX-006

165 Nelson Drive: 22-41-16-34-1-AX-007

LETTER OF AUTHORIZATION

Teton Landing LLC

, "Owner" whose address is: _____

PO Box 1677, Jackson, Wyoming 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton Landing LLC

, as the owner of property

more specifically legally described as: _____

Lots 1-7 of the Teton Landing Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office of the Teton County Clerk on February 2, 2021 as Plat No. 1422

(If too lengthy, attach description)

HEREBY AUTHORIZES Fodor Law Office

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:

(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 SADED DARWICHE ON this 13th day of April, 2021.

behalf of TETON LANDING b/p

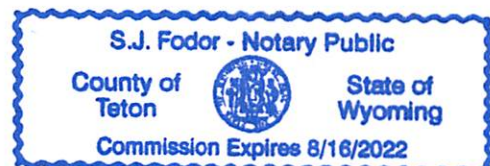
WITNESS my hand and official seal.

[Signature]

(Notary Public)

My commission expires: 8.16.22

(Seal)



Development Plan Amendment Application

Teton Landing LLC

Teton Landing LLC (“Applicant”) owns Lots 1-7 of the Teton Landing Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on February 2, 2021 as Plat No. 1422 (“Property”). The Property is zoned NM-1 and there are currently no structures on the Property. The Town approved a Development Plan for the Property in 2019 for 7 lots (P19-152; P19-285) and a Subdivision Plat for the Property on October 19, 2020 for 7 lots (P20-140).

The Applicant now desires to reduce the number of lots on the Property from 7 lots to 5 lots with this Development Plan Amendment application (“Application”). As can be seen on the enclosed Development Plan, Lots 2-5 are proposed to be approximately 9,118.2 square feet. Lot 1 is proposed to be approximately 19,798.4 square feet. Lot 1 is significantly larger as it encompasses steep slopes along its eastern side and Nelson Drive.

Access to the Property will be nearly identical to what exists today and what was shown on the Subdivision Plat. That is, access to the lots will from a private, 30-foot access and utility easement from Nelson Drive to the western boundary of Lot 4. This access easement will contain a 20-foot private road and 5 feet on either side of the road for utilities and snow storage, in accordance with the LDR standards for private roads. The Applicant proposes to vacate a portion of the 30-foot-wide access and utility easement on the new Lot 5 (which easement was granted to owners within the subdivision with the recordation of the Subdivision Plat). This vacation may be by separate instrument or by recordation of the new 5-lot subdivision plat. There is a note to this effect on the enclosed Development Plan.

This Application and proposed lot sizes are in keeping with the surrounding neighborhood character, and will provide an appropriate transition from the single-family, duplexes and townhomes to the south of the Property where lot sizes range from 3,500 square feet to 7,500 square feet (zoned NM-1) to those lots to the north of the Property where the average lot sizes range from 8,700-17,000 square feet (zoned NL-3).

DEV Plan Findings

This Application, and specifically the applicant’s proposal to reduce approved density from 7 lots to 5 lots, satisfies the criteria for approval of a Development Plan under the Town of Jackson Land Development Regulations (“LDRs”), Section 8.3.3(C).

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.

The Applicant’s proposed subdivision and residential development are consistent with the future character area as described in the Jackson/Teton County Comprehensive Plan. The Comprehensive Plan designates the Property as being within the District 3 “Town Residential Core” and Subarea 3.4 May Park Area. The future character of these subareas is to “maintain

the existing medium to high density development pattern” with a mix of single-family lots and other development types. Here, the applicant is reducing the number of lots previously approved for the Property and is increasing overall lot size, thereby offering a better transition from the smaller lots of the Daisy Bush subdivision to the south of the Property to the larger lots within the Nelson subdivisions to the north of the Property. The access drive is consistent with the access drives in surrounding neighborhoods and will provide adequate access to each lot. The proposed lots exceed the minimum lot size requirement of the zone.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

No portion of this Property is in the NRO or the SRO.

3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.

The 5 lots proposed by the applicant will have less impact on public facilities and services than the 7 lots currently approved for the Property. Appropriate school and park exactions will be paid for any *additional* impact this proposal has on parks and schools, though as shown in the enclosed park and school exaction sheets, we anticipate the park and school exactions for the 5-lot subdivision to be less than the 7-lot subdivision so additional exaction fees may not be owed. See LDRs, Section 7.5.2. Water and sewer connections and improvements are depicted on the enclosed Utility Plan. All structures will be fire sprinklered to mitigate the need for a hammerhead turnaround for fire access, and this requirement was included as a note on the Subdivision Plat and in the recorded CCRs for the subdivision. This requirement will also be included on any future subdivision plat and amended CCRs for the subdivision.

The Applicant also recorded a Subdivision Improvements Agreement as part of its original Subdivision Plat (Document Number 1008115). We anticipate this Subdivision Improvements Agreement will be updated and amended as part of the Subdivision Plat application process to reflect any changes approved with this amended Development Plan. Housing mitigation fees are not due at this time. The required housing mitigation fees will be paid at the appropriate time and will be based on the number and size of the homes on the Property.

4. Complies with the Town of Jackson Design Guidelines, if applicable.

The proposed subdivision does not include physical development and therefore the TOJ Design Guidelines do not apply at this time.

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

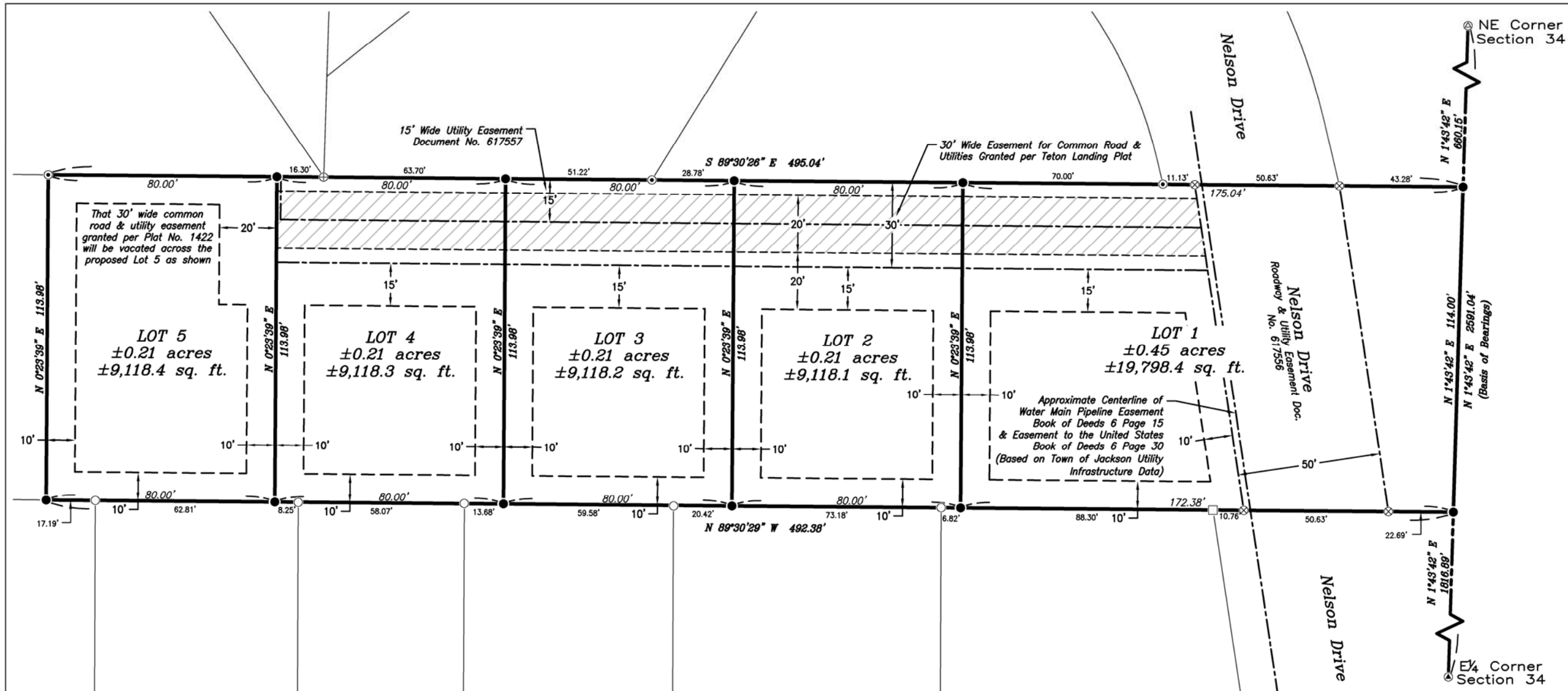
The proposed development complies with all relevant standards of the LDRs and other Town ordinances. The proposed lot sizes exceed the minimum lot size required in the NM-1 zoning district (3,750 square feet). Physical development on the Property will comply with applicable setbacks, FAR, and similar physical development standards.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

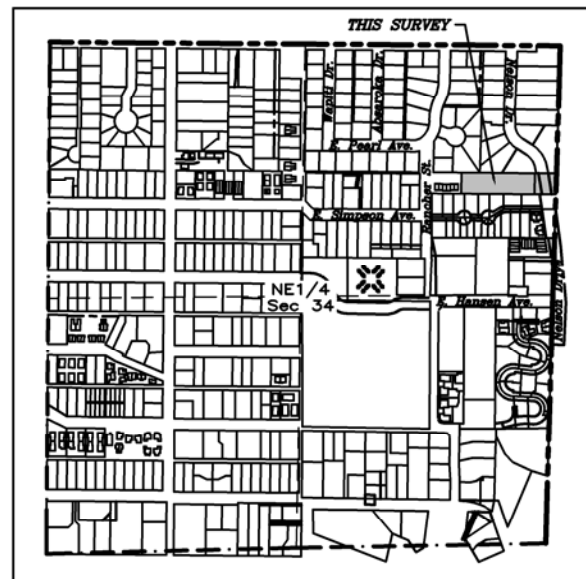
The proposed development is consistent with approved standards and conditions for the Property, but is less dense than what was previously approved for the Property. The prior Development Plan and Subdivision Plat approvals required a 30-foot-wide access and utility easement to the properties and a note on the final subdivision plat that all habitable structures have fire sprinklers so long as the road does not include a fire turnaround. These conditions are reflected on the enclosed Development Plan and will be reflected on the amended Subdivision Plat for the Property.

Request for Refund of Park and School Exaction Fees

The Applicant recorded its 7-lot Subdivision Plat for the Property on February 2, 2021 and paid park and school exactions calculated on 7 lots at the time the plat was recorded. If the Applicant's 5-lot Development Plan and Subdivision Plat are approved by the Town, the Applicant respectfully requests a refund of the difference in park and school exactions between 7 lots (which have been paid) and 5 lots, if any.



VICINITY MAP



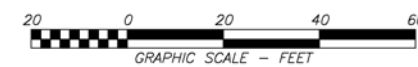
Showing NE1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming

Scale: 1"=1000'

LEGEND

- Indicates a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey
- Indicates an aluminum cap inscribed "PLS 4270" found this survey
- ⊙ Indicates an aluminum cap inscribed "PLS 578" found this survey
- ⊕ Indicates an aluminum cap with illegible markings
- ⊗ Indicates a brass cap inscribed "RLS 164" with other appropriate markings found this survey
- ⊙ Indicates BLM brass cap with appropriate markings found this survey
- Indicates a 5/8-inch diameter rebar found this survey

- Measured Property Boundary
- Adjoining Property Boundary
- - - Record Easement
- - - Section Line
- ▨ Proposed Road
- S 89°12'57" E 110.12' Measured Bearing and Distance



1"=40' (Valid For 11"17" Plots Only)



Proposed Lot Lines

PROJECT NUMBER: 18202
DRAWING DATE: 3/18/2021
REVISION DATE: 4/19/2021; 5/3/2021
DRAWN BY: MWW
REVIEWED BY:

CLIENT

Teton Landing LLC
PO Box 1677
Jackson, WY 83001

Teton Landing Addition 2nd Filing

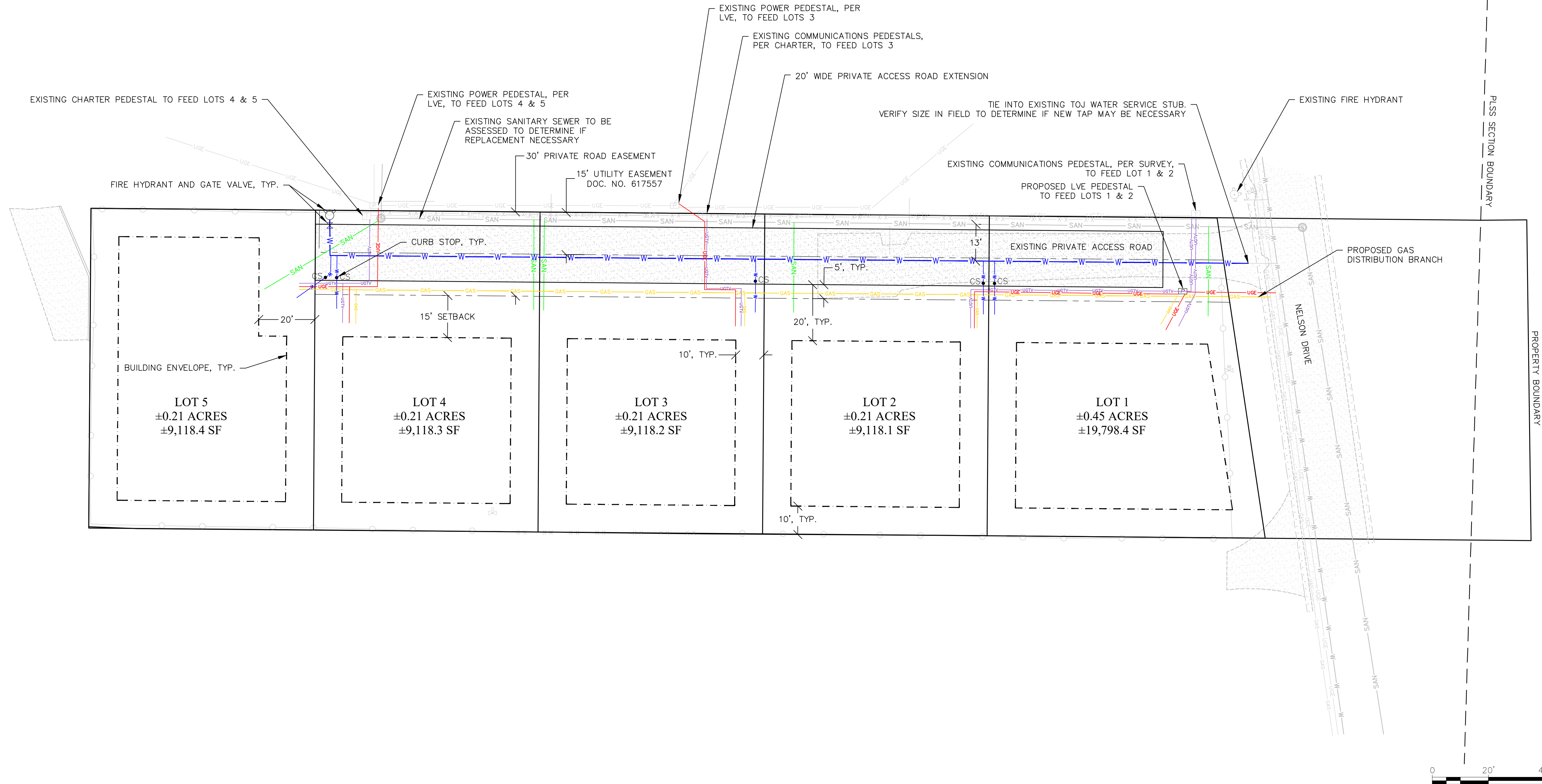
Being a portion of
NE1/4NE1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

SHEET:

1 of 1

NOTES:

- 1) "PER SURVEY" INDICATES LOCATION BY GROUND SURVEY.
- 2) "PER CHARTER" INDICATES APPROXIMATE LOCATION FROM AERIAL PROVIDED BY CHARTER COMMUNICATIONS.
- 3) "PER LVE" INDICATES APPROXIMATE LOCATION FROM AERIAL PROVIDED BY LOWER VALLEY ENERGY.
- 4) UTILITY LOCATIONS SHOWN FOR ILLUSTRATIVE PURPOSES AND MAY NOT REFLECT HOW THEY WILL BE INSTALLED.
- 5) MULTIPLE UTILITIES SHALL SHARE TRENCHES WHERE APPLICABLE.



TETON LANDING SUBDIVISION - APPENDIX D

SADEK DARWICHE

115 NELSON DRIVE
JACKSON, WY 83001

DEVELOPMENT PLAN
SUBMITTAL

C1.1



Y2consultants.com
307.733.2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

DRAWING SET TITLE	DATE	DRAWN BY: JG	CHECKED BY: VR	JOB #: 18202
DEV. SUBMITTAL	06/19/2019			
REVISION	08/21/2019			
REVISION	05/04/2021			

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Town Administration	Presenter:	Lynsey Lenamond
Agenda Item:	Airport Rescue Grant No. 3-56-0014-068-2021	Public Comment:	Yes

Purpose & Policy Considerations.

For Council to consider a resolution authorizing the Jackson Hole Airport Board to accept a grant for American Rescue Plan Act funds for the reimbursement of airport operating expenses and debt service.

Requested Action.

For Council to approve Resolution 21-24.

Recommendations.

Staff recommends approval of the resolution.

Background.

The Airport Board has received a grant offer from the FAA in the amount of \$5,277,603 for reimbursement of airport operating expenses and debt service. This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2 to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic.

The Teton County Board of Commissioners, Town Council, and the Jackson Hole Airport Board must each accept and approve grants and amendments thereto for improvements at the Jackson Hole Airport. The FAA requires a resolution by each as the acceptance and approval method.

Analysis.

The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, the Jackson Hole Airport Board, Teton County, and the Town of Jackson.

Alternatives (Optional).

Approve the Resolution as presented

Approved the Resolution as amended by Council

Deny the Resolution

Comprehensive Plan & Priority Alignment.

This item is directly aligned with Quality Community Service Provision, specifically that the Town:

- Maintain current, coordinate service delivery (Principle 8.1)
- Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

Fiscal Impact.

This grant would have no fiscal impact on the County or Town's budgets overall.

Staff Impact.

The impact on staff for preparing this item has been minimal, amounting to a couple of hours in the Legal and Administrative Departments.

Attachments or Links.

Resolution 21-24

Grant Offer and Agreement

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

I move 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.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
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.

TOWN OF JACKSON, WYOMING

ATTEST:

Lynsey Lenamond, Town Clerk

By: _____
Hailey Morton Levinson, Mayor



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

Airport Rescue Grant Transmittal Letter

July 22, 2021

Mr. John Eastman, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. Eastman, Mayor Morton Levinson, and Commissioner Macker:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-56-0014-068-2021 for the Jackson Hole Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 25, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms, or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Rebecca Wersal is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Rebecca Wersal at rebecca.wersal@faa.gov. The FAA sincerely values your cooperation in these efforts.

Sincerely,


[John P. Bauer \(Jul 22, 2021 09:19 MDT\)](#)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 22, 2021

Airport/Planning Area Jackson Hole Airport

Airport Rescue Grant No. 3-56-0014-068-2021 [Contract No. DOT-FA21NM-K1153]

Unique Entity Identifier 12-280-0647

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated June 22, 2021, for a grant of Federal funds at or associated with the Jackson Hole Airport, which is included as part of this Airport Rescue Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Jackson Hole Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to the Jackson Hole Airport incurred no earlier than January 20, 2020. Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021.

Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,277,603, allocated as follows:

\$5,277,603 ARPA KV2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 25, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.**14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.**15. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.**16. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension
(Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

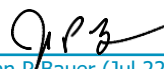
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated July 22, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P. Bauer (Jul 22, 2021 09:19 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Recue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

Attested By:

(Signature of Sponsor's Attestation)

(Type Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020 or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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Dated at _____

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Recue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

COUNTY OF TETON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

Attested By:

(Signature of Sponsor's Attestation)

(Type Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020 or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹

- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal

financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or

off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C.

§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of June 22, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Ordinance: Jackson Municipal Code Title 1 General Provisions	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to update Title 1 of the Jackson Municipal Code.

Requested Action.

Staff requests Council review the final draft of the ordinance.

Recommendations.

Staff recommends Council adopt the Title as presented in the draft attached to this staff report, Ordinance C.

Background.

The Town periodically updates the Municipal Code to ensure its applicability and content match the community's and municipality's needs and are relevant to current times. The Town Legal Department is currently reviewing one title at a time with the relevant departments and staff.

On July 19, 2021, Council reviewed the key policy issues for Title 1 and directed staff to effectuate Council's decisions on the key policy issues, update the Title for technical matters identified by staff, and present a final updated draft of Title 1 to Council at a future meeting.

Analysis.

Title 1 of the Municipal Code addresses

- Code Adoption

- Definitions.

- Grammatical interpretation.

- Prohibited acts include causing and permitting.

- Construction.

- Right Of Entry

- General Penalty

- Municipal Judge

- Actions For Violations Of Ordinances

- Town Seal

all of which have been updated in light of Council policy, current practice, and compliance with current state and federal laws.

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.

Revenue: Minimal. There are few fees in Title 1.

Expense: Minimal. The Town hired a consultant to review the entire Code, Title 13 included, for \$5,000.

Staff Impact.

The staff impact of updating the Municipal Code is significant. Reviewing and editing Title 1 has required 45 hours of time from the Legal Department to date.

Attachments or Links.

Ordinance C (final clean version of Title 1 for adoption)

Suggested Motion.

I move to approve Ordinance C on first reading.

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.)

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Title 16 Housing Rules and Regulations: Ordinances D-M.	Public Comment:	Yes

Purpose & Policy Considerations.

The Council will hold First Reading of changes to Title 16 of the Municipal Code concerning Housing Department Regulations.

Requested Action.

Approval of First Reading.

Recommendations.

Staff recommends approval.

Background.

In June of 2018, the Jackson Town Council ("Council") and Teton County Board of County Commissioners ("Board") adopted the Jackson/Teton County Housing Department Rules and Regulations. Staff brings proposed changes to the Council and Board annually for approval.

Four policy questions were considered at the July 12, 2021 Joint Information Meeting (JIM). Council directed staff to make changes to three of them as follows:

1. Replace the exemption of employment requirements for individuals with disabilities with a Reasonable Accommodation Process.
2. Allow Deferred Action Childhood Arrivals (DACA) recipients to qualify to purchase restricted homes.
3. Change the calculation method for dorms to be based on 30% of the low end of the income range and base it on one person per bedroom to determine household size. Divide the amount evenly by number of bedrooms. A housing unit with more than two bedrooms that is designed to house unrelated individuals and meets the requirements for a dormitory in the Livability Standards. For three- or four-bedroom units, allow developers to choose whether they want to restrict the unit as a dormitory or a Single-Family Dwelling.

Analysis.

1. Reasonable Accommodation requests allow staff and the HAB to make decisions on a case-by case basis in accordance with the HUD and DOJ Joint Statement on Reasonable Accommodations under the FHA. Each situation is unique so there should not be an automatic exemption for disabled individuals.

2. While DACA recipients do not hold US Citizenship status and are not considered Lawful Permanent Residents, they do have legal documentation such as a Social security Number and Employment Authorization Documentation (EAD) and are at low risk for deportation. For these reasons, Fannie Mae, Freddie Mac, and FHA are currently providing financing to DACA recipients for the purchase of homes. The Housing Authority has the option to purchase residential units via appointing the Housing Manager Attorney in Fact where/if needed.

3. Maximum rent should be directly related to the Median Family Income for Teton County. This is the best way to determine affordability for each Income Range. Dorm rents have not been calculated in this manner in the past. Changing the method to calculate the rents for dorms will ensure affordability to the tenants.

Comprehensive Plan & Priority Alignment.

Common value 3, Section 5 is to ensure a variety of workforce housing opportunities so that at least 65% of those employed locally also live locally. The Housing Department Rules and Regulations govern the workforce housing to ensure that the units are being used as the community intends.

Housing Action Plan – The Housing Rules and Regulations annual update aligns with Chapter 3 of the Housing Action Plan *Housing Management Plan*, which requires the Housing Manager to revise existing Rules into a unified set of rules that address: standards and processes for enforcement and monitoring of restrictions; maintenance and improvement of restricted housing units; minimum requirements for new restricted units; and minimum standards of livability for existing units to be adopted by the Town Council and the Board of County Commissioners.

Fiscal Impact.

N/A

Staff Impact.

Tracking, reviewing, and keeping notes on needed or potential changes to the Housing Rules and Regulations has taken a significant amount of both legal and housing staff time.

Attachments or Links.

Ordinance D
Ordinance E
Ordinance F
Ordinance G
Ordinance H
Ordinance I
Ordinance J
Ordinance K
Ordinance L
Ordinance M

Suggested Motion.

Ordinance D:

- I move to approve Ordinance D on first reading.

Ordinance E

- I move to approve Ordinance E on first reading.

Ordinance F

- I move to approve Ordinance F on first reading.

Ordinance G

- I move to approve Ordinance G on first reading.

Ordinance H

- I move to approve Ordinance H on first reading.

Ordinance I

- I move to approve Ordinance I on first reading.

Ordinance J

- I move to approve Ordinance J on first reading.

Ordinance K

- I move to approve Ordinance K on first reading.

Ordinance L

- I move to approve Ordinance L on first reading.

Ordinance M

- I move to approve Ordinance M on first reading.

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Address the housing crisis!
Date: Monday, July 19, 2021 6:16:38 PM
Attachments: [image001.png](#)

April Norton

Director I Jackson/Teton County Affordable Housing Department

(o) 307-732-0867 (m) 307-690-7442

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>

Sent: Thursday, July 15, 2021 7:41 AM

To: April Norton <ahnorton@tetoncountywy.gov>

Subject: FW: Address the housing crisis!

From: Victoria Parker <vdparker17@gmail.com>

Sent: Wednesday, July 14, 2021 10:10 PM

To: Board Of County Commissioners <commissioners@tetoncountywy.gov>

Subject: Address the housing crisis!

Good evening Commissioners,

I'll keep this brief and polite, please address the much neglected community of Jackson and implement affordable housing immediately. Vote YES for affordable housing.

Business owners and employees are extremely tired, stressed and the reality is- the crisis is causing people to turn down a very sad road. Take Creekside, for example.

Also I read this book last summer, maybe you should give it a read for a stark reminder of the situation you are responsible for.

<https://press.princeton.edu/books/hardcover/9780691176673/billionaire-wilderness>

Thanks,

Tori

Sent from my iPhone, please excuse any unusual typos.

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Affordable Housing for Dreamers
Date: Friday, July 23, 2021 5:43:50 AM
Attachments: [image001.png](#)

April Norton

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Thursday, July 22, 2021 6:53 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: Affordable Housing for Dreamers

From: Nataly Espinoza <nataly0922@live.com>
Sent: Thursday, July 22, 2021 1:12 PM
To: towncouncil@jacksonwy.gov; Board Of County Commissioners
<commissioners@tetoncountywy.gov>
Subject: Affordable Housing for Dreamers

Dear members of the Town Council & County Commissioners:

I am writing this letter in support of allowing recipients of Deferred Action for Childhood Arrivals (DACA) to apply for affordable home ownership in Teton County, Wyoming.

I was 14 years old when I arrived in Jackson, Wyoming in the summer of 2000 and have since lived in the area. I graduated from our local High School in 2003 and I then attended the University of Wyoming where I also graduated with a B.S. in Political Science in 2007. Although I was

fortunate to attend college before the DACA program was created, my desire to attend the College of Law at UW after graduation came to a halt due to the legal complexities of my status without DACA at the time. For people who may have this idea that immigrating to this country or simply trying to “get legal” is a viable process; the reality is rather grim.

I returned to Jackson after graduating college and once DACA was created I was able to put my skills to work. I worked for the Town of Jackson for over six years. I also became a mother in 2019 right before our entire community, country, and the world found themselves dealing with an unimaginable pandemic. Needless to say as a new mother I faced new challenges and difficulties in the midst of a pandemic. I left my job with the town in the fall of 2020 and I now work part- time in town. This has been a good alternative as I am able to take care of my child without the stress of not being able to find adequate and affordable child care.

However, as all of us working people struggle to find affordable housing I wonder how much longer I can remain in this area and raise my child. I consider Jackson my home and my son was born here, so this is home for us. Affordable home ownership is a dream that many working people aspire to, this includes my family. There are many rights and responsibilities as a DACA recipient; I have been given the right to live and work in this country, although this program is uncertain and it will remain uncertain until and if it is settled in the Courts and/or Congress. There are also costly payments associated with being a DACA recipient as well as background checks and biometrics taken before a two-year period expires. This is not a “free-ride” program, yet it is a fair program. Allowing applications for affordable home ownership for tax-paying DACA recipients is not infringing on other qualifying applicants’ opportunity to own an affordable home, it is a fair and just decision and I ask you to respectfully change the rules to allow for a path for home ownership. I am hopeful that we can keep and maintain a rich and diverse group of community members; I would very much dislike to see this community become an exclusive community.

Thank you for your time and consideration.

Sincerely,

Nataly Espinoza

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Allow Dreamers to Buy Homes
Date: Monday, July 19, 2021 6:17:16 PM
Attachments: [image002.png](#)

April Norton

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>

Sent: Wednesday, July 14, 2021 9:30 PM

To: April Norton <ahnorton@tetoncountywy.gov>

Subject: FW: Allow Dreamers to Buy Homes

From: Olivia Schultheis <olivia@csnjh.org>

Sent: Wednesday, July 14, 2021 3:35 PM

To: Board Of County Commissioners <commissioners@tetoncountywy.gov>

Subject: Allow Dreamers to Buy Homes

To Whom It May Concern,

I fully support changing the rules that govern who is eligible to buy publicly subsidized and “affordable” workforce homes so DACA recipients can be given the chance to purchase these units. I believe DACA recipients have the right to purchase public affordable houses. It would be unethical if the Town Council and Teton County Board of County Commissioners did not change the rules to include DACA community members.

Thank you for giving the community an opportunity to make comment.

Regards,

Olivia Schultheis, Operations & Advocate Manager

olivia@csnjh.org | 307-733-3711



PO Box 1328 Jackson WY 83001
24 Hour Helpline | 307-733-SAFE

Advocates for safety, shelter, and hope
Domestic Violence | Sexual Assault | Stalking

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Comment re Dreamers/Affordable housing
Date: Monday, July 19, 2021 6:17:07 PM
Attachments: [image001.png](#)

April Norton

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Wednesday, July 14, 2021 9:31 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Cc: Chalice Weichman <cweichman@tetoncountywy.gov>; Stacy Stoker <ssstoker@tetoncountywy.gov>
Subject: RE: Comment re Dreamers/Affordable housing

Yes, will do!

From: April Norton <ahnorton@tetoncountywy.gov>
Sent: Wednesday, July 14, 2021 9:30 PM
To: Alyssa Watkins <awatkins@tetoncountywy.gov>
Cc: Chalice Weichman <cweichman@tetoncountywy.gov>; Stacy Stoker <ssstoker@tetoncountywy.gov>
Subject: RE: Comment re Dreamers/Affordable housing

Alyssa,

Will you please forward them to me so we can gauge what's coming in. Stacy and I will connect with Chalice tomorrow to discuss how she wants to track the comments we receive!

Thank you so much!

A

April Norton

Director | Jackson/Teton County Affordable Housing Department
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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Wednesday, July 14, 2021 7:56 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Cc: Chalice Weichman <cweichman@tetoncountywy.gov>
Subject: FW: Comment re Dreamers/Affordable housing

Hi April (and Chalice),

Are you collecting all of this comment as a part of the 45-day comment period? If yes, do you need me to forward them or is Chalice taking care of that for you in some form or fashion?

Thanks!
Alyssa

From: Pamela Gumport <pamelagumport@gmail.com>
Sent: Wednesday, July 14, 2021 12:35 PM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Comment re Dreamers/Affordable housing

Hopefully legal US tax paying residents/citizens working in Jackson have priority over the dreamers.

Pam Ucko Gumport
908.451.2389

Please note my new email address is pamelagumport@gmail.com

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: DACA/Affordable Housing
Date: Friday, July 23, 2021 5:42:06 AM
Attachments: [Outlook-albybf4c.png](#)
[image001.png](#)

April Norton

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>

Sent: Thursday, July 22, 2021 8:36 PM

To: April Norton <ahnorton@tetoncountywy.gov>

Subject: FW: DACA/Affordable Housing

From: Andrii Onysko <andriio@uoregon.edu>

Sent: Wednesday, July 21, 2021 10:53 AM

To: Board Of County Commissioners <commissioners@tetoncountywy.gov>

Subject: DACA/Affordable Housing

Dear Commissioners,

I hope this e-mail finds you well. My name is Andrii and I have been a resident of Teton County for the past 7 years. I have recently completed my first year at the University of Oregon School of Law, but I am planning on returning to Teton County after graduation.

I have been appalled to find out the County Commission is planning to extend the affordable housing eligibility onto undocumented children of illegal migrants from Central America. While there has been no substantive improvement in the availability of affordable housing in the county, it's shocking to realize that local authorities are extending the eligibility onto people whose status in the country is highly questionable and likely not permanent.

I would love to attend the County Commissioners' meeting and express my discontent with this decision.

Would you be willing to provide me the schedule of public hearings on this matter?

Thank you,



Andrii Onysko | 1L Student

p: (917) 974-2838

e: andriio@uoregon.edu

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: DACA/Affordable Housing
Date: Wednesday, July 21, 2021 2:58:01 PM
Attachments: [image002.png](#)
[image003.png](#)

April Norton

Director | Jackson/Teton County Affordable Housing Department

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From: Kristen Waters <kwaters@tetoncountywy.gov>
Sent: Wednesday, July 21, 2021 11:28 AM
To: Andrii Onysko <andriio@uoregon.edu>; Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: RE: DACA/Affordable Housing

Hi Andrii,

Thank you for your message and interest in providing feedback to the County Commissioners on proposed changes to the Housing Department Rules and Regulations. Below is information on how to provide written or in-person public comment, along with the scheduled meeting date for consideration of final adoption. Please let me know if you have any additional questions. Thanks!

The Housing Department has been directed by the Board of County Commissioners to post the Jackson/Teton County Housing Department Regulations for the State Statute required 45-day Public Comment Period. The Public Hearing to consider final adoption by the Board of County Commissioners will be held on September 13, 2021 at the Joint Information Meeting of the Teton County Commissioners and the Town Council at 3:00 PM in the Board of County Commissioners' Chambers located at 200 S. Willow St. Jackson, WY.

For details on the proposed changes, please click here: [2021 Jackson/Teton County Housing Department Rules and Regulations Draft Public Comment Document](#).

Public Comment can be made in person at **any** Board of County Commissioner's public meetings, at the Hearing, in writing prior to the Hearing by submitting correspondence through email at housing@tetoncountywy.gov or U.S. mail, at P.O. Box 714, Jackson, Wyoming 83001, or on the [County's Public Comment Web Page](#). The official postdate to

begin the public comment period is July 21, 2021.

Kristen Waters
Public Information Specialist
Teton County
P.O. Box 3594
185 South Willow Street
Jackson, WY 83001
Office: (307) 732-5786
Cell: (402) 960-6078



From: Andrii Onysko <andriio@uoregon.edu>
Sent: Wednesday, July 21, 2021 10:53 AM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: DACA/Affordable Housing

Dear Commissioners,

I hope this e-mail finds you well. My name is Andrii and I have been a resident of Teton County for the past 7 years. I have recently completed my first year at the University of Oregon School of Law, but I am planning on returning to Teton County after graduation.

I have been appalled to find out the County Commission is planning to extend the affordable housing eligibility onto undocumented children of illegal migrants from Central America. While there has been no substantive improvement in the availability of affordable housing in the county, it's shocking to realize that local authorities are extending the eligibility onto people whose status in the country is highly questionable and likely not permanent.

I would love to attend the County Commissioners' meeting and express my discontent with this decision.

Would you be willing to provide me the schedule of public hearings on this matter?

Thank you,



Andrii Onysko | 1L Student

p: (917) 974-2838

e: andriio@uoregon.edu

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Homeowner Rights for DACA Recipients
Date: Tuesday, July 20, 2021 5:45:35 AM

April Norton
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-----Original Message-----

From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Monday, July 19, 2021 9:53 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: Homeowner Rights for DACA Recipients

-----Original Message-----

From: Becca Williams <rebeccawilliams1180@gmail.com>
Sent: Monday, July 19, 2021 7:36 PM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Homeowner Rights for DACA Recipients

Dear County Commissioners,

My name is Rebecca Williams and I have lived in Jackson for 3 years. I work for the Teton Literacy Center and used to work for Teton Science Schools. I consider myself an active member of the community in Jackson, and am very involved with education and families who live in the valley. I love Jackson, and want it to be a place that values all of our community members. I know people who are DACA recipients who have contributed time, love and money to our community in ways that far exceed what I have done in my own few years here. However, because I am a citizen I have certain rights that someone who is a DACA recipient does not have. I know that Jackson values all of its community members, and think it is very clear that we need to shift our rules on homeownership to start to show that. I believe that the town of Jackson can be a model for the rest of the world and show people what it looks like to really practice what we preach about valuing individuals, community, and equality. So, I am asking you to please change our law in Jackson so that DACA recipients are allowed to be homeowners. This is one small and achievable step that Jackson as a town has the power to take.

Thank you for your time,

Becca

Sent from my iPhone

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: housing and DACA
Date: Tuesday, July 27, 2021 10:33:01 AM
Attachments: [image001.png](#)

April Norton

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Tuesday, July 27, 2021 10:33 AM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: housing and DACA

From: Lori McCune <lori.mccune@immigranthope.org>
Sent: Tuesday, July 27, 2021 10:28 AM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>; Town Council <electedofficials@jacksonwy.gov>
Subject: housing and DACA

Dear Teton County Commissioners, Town of Jackson Mayor, and City Council Members,

I encourage you to vote in support of approving the recommended changes to the rules and regulations of the Housing Department which would allow DACA recipients opportunities to apply for home ownership through the Teton County Housing Department.

As a retired teacher in Driggs myself, whose daughter and son-in-law both work in the Jackson school system, I have often thought about the quantity of money that our communities have already spent educating DACA recipients and their siblings and friends. They speak, read and write English because of the time, energy and funds we have poured into them. They have skills of all types because of their Teton County education and the fact that most have been working in our community alongside their parents since they were children. Many have had the opportunity to study post-high school at CWC in Jackson or UW or trade schools while their parents worked 2-3 jobs back in Jackson to proudly provide for their Jackson Hole High

School grads.

Jackson needs talented young professionals and workers of all types, as we all know. But the high cost of housing and the scarcity of affordable housing is driving away young adults of all ilks. So many of my former students have had to move far from Jackson in order to find housing. They are taking their talent elsewhere. This great place is actually experiencing "brain drain" due to our lack of housing availability.

Meanwhile, nonprofits, local government, and businesses are all looking for bilingual workers. Jobs exist for DACA recipients, and local businesses are desperate to hire them, but DACA recipients have limited options when it comes to housing. Staying with their parents or living with many roommates is feasible when they are young, but it is not a long-term solution. Their strong ties to the community due to their extended families living in the area, their school friends, their life-long JH contacts, will positively influence the business climate and economy of this town for decades to come.

Please consider extending the ability to purchase affordable housing to DACA recipients, which will only help ensure Jackson remains a community for our talented local workforce.

Thank you for your service to our whole community,
Lori

Lori L. McCune
Immigrant Hope - Wyoming/Idaho
90 W Kelly Ave/PO Box 942
Jackson WY 83001
208-709-0131
lori.mccune@immigranthope.org

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: July 16 Housing Update
Date: Monday, July 19, 2021 1:50:50 PM
Attachments: [image001.png](#)

April Norton

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From: Kinney, Thomas <tkinney@stjohns.health>
Sent: Saturday, July 17, 2021 3:36 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: Re: July 16 Housing Update

[NOTICE: This message originated outside of the Teton County's mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

April, thank you for the update. Was there any discussion of my request to consider a way to make exceptions to the minimum time lived here, in order to help with recruitment?

From: April Norton <ahnorton@tetoncountywy.gov>
Sent: Friday, July 16, 2021 6:03:14 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: July 16 Housing Update

CAUTION: This email originated from outside of St. John's. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Everyone – Happy Friday!

Brandon Hernandez on our team recently completed the third quarter rental data report. For this report, he surveys Blair Place Apartments, Aspen Meadows, The Timbers Apartments, and Hidden Hollow Apartments, representing 560 rental units total.

- 0% vacancy persists – third quarter in a row.
- Studio Rental Units
 - 31 units represented in this data.

- Average rent is \$1,825/month.
 - Rent has increase 6% since last quarter.
 - Rents have increased 23% from Q3 2020 rates.
- One-Bedroom Rental Units
 - 263 units represented in this data.
 - Average rent is \$2,096/month.
 - Rents decreased 2% since last quarter.
 - Rents have increased 11% from Q3 2020 rates.
- Two-Bedroom Rental Units
 - 236 units represented in this data.
 - Average rent is \$2,665/month.
 - Rent did not change from the previous quarter.
 - Rents have increased 5% from Q3 2020 rates.
- Three-Bedroom Rental Units
 - 30 units represented in this data.
 - Average rent is \$3,667/month.
 - Rent did not change from the previous quarter.
 - Rents have increased 7% from Q3 2020 rates.

We will be including his full report in Tuesday's e-newsletter, so please look for that in your inbox.

In other news...

- The Housing Department Rules & Regulations are out for the 45-day comment period. On Monday, the Board and Council voted to direct staff to make a few changes to the rules, including allowing DACA recipients to participate in our Ownership Programs, updating the way dorm unit rent rates are determined, and creating a Reasonable Accommodation process for disabled applicants and tenants. You can read more about these changes [here](#). Stacy Stoker and the Housing Authority Board have done fantastic work on this annual update. Prior to 2018, the Rules (formerly the Guidelines) had not been updated for 10 years. Since 2018, we have done a cleanup & update annually.
- Also on Monday, the Board and Council directed staff to make a few changes to the Preservation Program. Staff used results from the Pilot Preservation Program Survey to inform this discussion, along with anecdotal information and feedback we've received since the program launched. You can review the survey results [online](#). Thank you to the 481 people who participated! Our team is reaching out to everyone who asked us to call or email them about the program.
 - The Board and Council directed staff to make the following changes:
 1. Increasing the amount we can purchase a deed restriction for to 20% of the sales price or appraised value of the home, not to exceed \$200,000. This can be used as down payment assistance for households purchasing a market home or to purchase a restriction from a current homeowner.
 2. Allowing owners who sell us a deed restriction to rent their home to a qualified Workforce household (instead of requiring the owners to live in the home themselves).
 3. Exempting an owner who sells us a restriction from having to qualify for the

Workforce Program (in this scenario, the owner must either occupy the home or rent it to a qualified Workforce household, when the home sells it is sold to a qualified Workforce household).

- Our team is currently partnering with Habitat for Humanity to develop 445 East Kelly Avenue, or better known as the Brown Property. On Monday, the Board directed staff to preserve the historic Benson/Brown home and the historic water turbines used to create hydropower as part of this development. Thank you to Michael Stern and McKenzie King with the Historic Preservation Board for their help with this effort!
- On Wednesday, we started a [drawing](#) for a 0-50% Affordable Rental unit at the Grove. This 2-bedroom, 2-bathroom home will rent for \$744/month. Our office has been busy with interested households and Brandon has been particularly busy given his fluency in Spanish.
- Lisa Potzernitz, our Compliance Specialist, is busy with the annual Affordable Check-Ins where she verifies Affordable homeowners are living in their units, working full-time locally, and do not own other real estate within 150 miles of Teton County. These check-ins are only for Affordable owners who purchased their home after July 1, 2018 when the Housing Guidelines were updated and renamed the Housing Department Rules & Regulations.
- Next Monday, July 19, we have three items for the Council's consideration:
 - [Consideration of fee waivers](#) for permanently deed restricted developments – big thanks to Paul Anthony, Floren Poliseo, Tyler Sinclair and their teams for the collaborative effort to get this staff report ready for Council. Council will discuss this during their workshop at 2pm.
 - [Consideration of a text amendment](#) that would allow condo and townhouse subdivision in the NL-5, but only for 100% deed restricted developments. Thank you, Tyler Valentine, for your work on this. The Planning Commission unanimously approved this amendment at their meeting last month.
 - [Consideration of an award to develop 400 West Snow King Avenue](#). This is a site we've identified for Low Income Housing Tax Credits that would provide rental apartments to households earning <45% and <60% MFI.
- And on Tuesday, July 20, the Board of County Commissioners will consider the Special Restriction for the LVE rezone request development. You can read the staff report online [here](#). Big thank you to Stacy Stoker for her excellent work on this.

That's it for this week. Thank you all for your interest in Affordable and Workforce housing in our community! I hope you enjoy a wonderful weekend!

Cheers,
April

PS: If you have somehow found yourself receiving these emails and do not want to, please just let me know!

April Norton

Director | Jackson/Teton County Affordable Housing Department

(o) 307-732-0867 (m) 307-690-7442

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From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Proposal for DACA recipient eligibility for affordables
Date: Monday, July 19, 2021 1:50:07 PM
Attachments: [image001.png](#)

April Norton

Director I Jackson/Teton County Affordable Housing Department

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Sunday, July 18, 2021 7:18 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: Proposal for DACA recipient eligibility for affordables

From: Laura Langberg <lauralangberg@gmail.com>
Sent: Sunday, July 18, 2021 4:42 PM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Re: Proposal for DACA recipient eligibility for affordables

Hello,

I am writing to voice my support for the proposal to allow DACA recipients to buy affordable housing in Jackson and Teton County. Many DACA recipients have been members of this community since they were young and have contributed in more ways that can be counted. Furthermore, they are *people* and deserve a chance at housing stability.

Thank you for your consideration,
Laura

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Proposal to all US non-citizens to purchase county housing
Date: Monday, July 19, 2021 10:11:39 AM
Attachments: [image001.png](#)

April Norton

Director I Jackson/Teton County Affordable Housing Department

(o) 307-732-0867 (m) 307-690-7442

www.jhaffordablehousing.org

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Monday, July 19, 2021 9:04 AM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: Proposal to all US non-citizens to purchase county housing

From: K B <kevin@afterbyrner.com>
Sent: Monday, July 19, 2021 8:03 AM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Proposal to all US non-citizens to purchase county housing

Hello All,

With regards to the following article (<https://buckrail.com/local-daca-recipients-could-qualify-for-affordable-housing/>) the Teton County Commissioners have no legal standing to authorize taxpayer subsidies going to people who are not recognized Federally as having legal standing as citizens (<https://www.cnet.com/news/federal-judge-rules-daca-is-illegal-blocks-new-applicants/>). The fact that you need to talk about this issue as is suggests there is a desire amongst town/county officials to creatively break the law and divert tax payer money for illegal use. If there is a desire amongst Teton County and/or the town of Jackson commissioners to support DACA members it should be done through their personal financial means only. I contend you also have no moral standing to support DACA members with taxpayer funds when there are so many legal US citizen residents of Teton County in dire need of housing such as sheriff's deputies who can't afford currently to live within Jackson proper. Please do not get our county mixed up within this illegal DACA mess and keep your focus on matters that only benefit the US citizen tax payers of Teton County.

Regards,
Kevin Byrne
Alta, WY

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Public comment regarding DACA folks in JH purchasing affordable homes in Teton County
Date: Monday, July 19, 2021 1:50:26 PM
Attachments: [image001.png](#)

April Norton

Director | Jackson/Teton County Affordable Housing Department

(o) 307-732-0867 (m) 307-690-7442

www.jhaffordablehousing.org

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From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Sent: Sunday, July 18, 2021 7:18 PM
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: Public comment regarding DACA folks in JH purchasing affordable homes in Teton County

From: Anne Stalker <anne.sonshine@charter.net>
Sent: Sunday, July 18, 2021 4:19 PM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Public comment regarding DACA folks in JH purchasing affordable homes in Teton County

Dear Commissioners,

Thank you for your service and hard work.

This is a public comment regarding DACA folks in JH purchasing affordable homes in Teton County

Please leave the regulations stand as they are currently written -- that households looking to buy properties restricted by the Housing Department must have at least one adult member who is a U.S. citizen or a green card holder.

That policy echoes current law, American justice, and common sense.

President Obama did not have the authority to grant amnesty to any group or subset of a group who entered the USA illegally. It was Executive Branch overreach. Obama circumvented Congress. One of the consequences is that as such DACA folks drain WY educational, healthcare, and (with this proposed change) subsidized housing resources. DACA violates Administration Procedure Act according to the news.

Facts don't care about feelings. Everyone and their brother wants to live in Teton County. Tons of folks want hand outs regarding housing in Teton County. Illegals are illegal. PERIOD!

Please, just say "No" to the proposed change.

Respectfully,

Anne Stalker

15 year resident of Jackson, WY

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: FW: Public comment request
Date: Thursday, July 22, 2021 3:41:56 PM
Attachments: [image001.png](#)

FYI. The link she's referring to was the survey itself, which closed July 11th. I still am unclear if she understands the program or not – it's not FREE, we are purchasing a deed restriction.

April Norton

Director | Jackson/Teton County Affordable Housing Department

(o) 307-732-0867 (m) 307-690-7442

www.jhaffordablehousing.org

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From: Rebecca Bextel <rebeccabextel@gmail.com>
Sent: Thursday, July 22, 2021 3:19 PM
To: Keith Gingery <kgingery@tetoncountywy.gov>; Lea Colasuonno <lcolasuonno@jacksonwy.gov>
Cc: April Norton <ahnorton@tetoncountywy.gov>; Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Public comment request

Dear Keith and Lea,

My name is Rebecca Bextel and I am a Jackson resident of nearly 15 years. I, along with many others, have been horrified at the FREE \$200,000 down payment handouts given out by the housing authority.

I would like to formally request another public comment period on this subject as it was not added to the agenda for the July 12th meeting in time for many residents to take note of it. Also, the link on the housing authority survey to tell of the July 12th meeting was broken until I pointed it out to the housing authority on July 16th (four days after the meeting). Lastly, the "Update on the Housing Program" given by April Norton per the agenda was misleading. She only stated two items based on the results of a survey indicating that a certain amount of respondents felt the need to increase the amount of assistance, and that a certain amount of the respondents felt that this program should be advertised more. After looking at the actual survey results, it seems there was much more to report, including comments expressly AGAINST this program.

Thank you in advance for your consideration.

Sincerely,

Rebecca Bextel
Jackson, WY
(307)699-3519

From: [April Norton](#)
To: [Stacy Stoker](#)
Subject: Fwd: Housing Ownership for DACA Recipients
Date: Wednesday, July 28, 2021 9:36:24 AM
Attachments: [Screen Shot 2021-01-20 at 2.59.31 PM.png](#)

Begin forwarded message:

From: Alyssa Watkins <awatkins@tetoncountywy.gov>
Date: July 28, 2021 at 9:20:59 AM MDT
To: April Norton <ahnorton@tetoncountywy.gov>
Subject: FW: Housing Ownership for DACA Recipients

From: Anahi Morillon <anahi@vistacounselingjh.com>
Sent: Tuesday, July 27, 2021 6:11 PM
To: Board Of County Commissioners <commissioners@tetoncountywy.gov>
Subject: Housing Ownership for DACA Recipients

Dear Members of Town Council and County Commissioners

I am a Deferred Action for Childhood Arrival DACA recipient. I have been a member of the Jackson community for 21 years. As a community member of this town, I am writing to ask you for your participation to vote on the suggestions to change the rules and regulations of the Housing Department that would allow DACA recipients, like myself, the opportunity for homeownership through the Teton County Housing Department.

I consider Jackson my home. I attended the school system and have created personal and professional bonds with the Jackson community. I currently hold employment with community business owners, such as Vista Counseling. I work as a bilingual and cultural therapist and social worker who focuses on providing holistic trauma-informed therapy. I hold a Bachelor's and Master's degree in Social Work from the University of Wyoming. I'm an active member of the community by providing fundamental services to both the Hispanic and Anglo communities. Due to my position as a therapist, I have noticed that the basic needs of many of my clients and myself have not been met due to a shortage of housing in this community. It's shocking to see the direct correlation that the lack of housing has on our mental health and overall lives.

I consider myself being part of this community, yet, I currently do not have access to own my own house. I have to rely on renting which has become extremely difficult to find and unreliable. My contract can be terminated at any instant leaving me with no

other option but to relocate myself and my family to another part of this nation. This would be unfortunate since I would no longer be able to provide mental health services to all community members. Due to the ever-growing community, it is evident this community is in high need of multicultural professionals who can help grow the economy. In addition, DACA recipients currently qualify for FHA loans, and securing a mortgage is no longer a barrier in seeking homeownership.

I want to continue to be your neighbor, friend, and most importantly continue to provide services to this community. Your vote can not only change my life, but also the life of other DACA recipients who contribute to this community.

Thank you for your consideration!

Anahi Morillon, MSW, PCSW

DACA recipient & community member



ANAHI MORILLON, MSW, PCSW
WY LICENSE #911
COUNSELOR

Vistacounselingjh.com

140 E. Broadway Ave. B13, Jackson, WY 83001
(307) 203-5002

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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.

...

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.](#)

...

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.~~ 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 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.

...

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.](#)

...

4. Homebuyer Education - Completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit 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.

~~ab.~~ 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.

~~bc.~~ No Qualified Weighted Drawing Entries – Refer to Section 16.10.004(B)(4) ~~ce.~~ Other Sale/Resale Procedure.

~~id.~~ 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.

~~eh.~~ 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

STAFF REPORT



Meeting Date:	August 2, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Franchise Agreement with Little Steps Solutions, LLC dba Avant Delivery	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider the terms and conditions of a franchise agreement between the Town and Little Steps Solutions, LLC dba Avant Delivery ("Franchise Agreement") to permit the latter to collect and dispose of compostable materials and reusable packaging within the Town.

Requested Action.

Staff requests Council review the attached Franchise Agreement.

Recommendations.

Staff recommends Council approve the Franchise Agreement as presented.

Background.

Samuel Schwartz, founder and CEO of Avant Delivery, requested a franchise agreement to collect and dispose of compostable materials and reusable packaging within the Town at a previous Council meeting, at which time Council directed staff to return to Council with a draft franchise agreement.

Analysis.

A franchise is the contractual authorization whereby a public utility or other service provider is granted permission to utilize the Town right-of-way in order to provide services to the general public or to provide infrastructure for such a service provider.

The draft Franchise Agreement attached for Town Council review follows the standard form and substance of franchises throughout the Town for recycling and garbage disposal. The exception being franchises for recycling and, this new-to-Jackson service that provides reusable containers to citizens, have a reduced fee rate of only 2% of gross revenues (compared to 5% for garbage franchises) to incentivize waste reduction.

Alternatives (Optional).

- Approve the Franchise Agreement as presented.
- Require changes to the terms and conditions of the Franchise Agreement.
- Deny the Franchise Agreement.

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.

Pursuant to the Franchise Agreement, Avant Delivery agrees to maintain an annual business license (as required by the Town Code) for a fee of \$118.00 and a franchise fee of 2% of gross revenues per year.

Staff Impact.

Staff impact of franchise agreements includes the initial negotiation by the Legal Department, which required 10 hours for this franchise; the financial servicing of the franchise account by the Finance Department, which Finance indicates will not have an impact in that department; and renegotiation, which will be felt in the Legal Department, and is not expected to amount to more than 3 hours.

If enforcement becomes necessary, the impact will fall within the Legal, Administrative, Public Works, and Community Development Departments.

Attachments or Links.

- The draft Franchise Agreement

Suggested Motion.

I move to approve the Franchise Agreement as presented, subject to minor changes by the Town Attorney, and direct staff to place it on an agenda for ordinance readings.

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

ATTEST:

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.

ATTESTATION OF TOWN CLERK

[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 2, 2021
RE: Town Manager's Report

COVID Update Provided to Staff

Due to the number of COVID19 cases continuing to increase in Teton County, information was provided to all Town employees as a heads up that we may be changing protocols in Town facilities. We will continue to take measures to assist with the safety of Town employees and members of the public needing our services in our facilities. We will certainly send out information as soon as we have it if we are changing our protocols related to masks requirements in Town facilities.