

Jackson Town Council Regular Meeting

December 6, 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

- A. To join, click the link or copy to your browser: <https://us02web.zoom.us/j/88660396019?pwd=ekd2TlMvcjJiZzdITjVlVW1FQmdkZz09>
If the link does not work, join at zoom.com with Webinar ID **886 6039 6019** Password: **83001**
or join by phone **1.346.248.7799** with Webinar ID **886 6039 6019** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
B. Pledge of Allegiance
C. Announcements/Proclamations
1. Small Business Saturday Proclamation

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. November 15, 2021 workshop
2. November 15, 2021 regular meeting
B. Disbursements
C. Rodeo Grounds Management Agreement
D. P21-205 TCSD Sewer Connection
E. Special Restriction for Workforce Housing at 1070 #6 Elk Run
F. Special Restriction for Workforce Housing at Unit 55-1 Virginian Condominium
G. Electric Distribution Easement 430 and 440 W. Kelly
H. Salt Lake Express Bus Parking Lease
I. Land and Water Conservation Fund Grant Agreement

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

- A. Administration
1. Excused Absences (Roxanne Robinson)

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.

2. Changing Mayoral Appointments to Majority of Council Appointments (Roxanne Robinson)
- B. Planning
 1. **Item P21-250:** Partial Vacation 55 Virginian Lane #55-1 (Katelyn Page)
 2. Stable and Transitional Neighborhoods – Continued (Tyler Sinclair)

VI. ORDINANCES

- A. **Ordinance R:** Terra Firma Franchise Agreement (presented for third reading and designated #1301, Lea Colasuonno)
- B. **Ordinance S:** Time for Regular Workshops (presented for second reading, Roxanne Robinson)
- C. **Ordinance T:** Title 15 Buildings and Construction International Building Code (presented for second reading, Tyler Sinclair)
- D. **Ordinance U:** Title 15 Buildings and Construction International Energy Conservation Code (presented for second reading, Tyler Sinclair)
- E. **Ordinance V:** Title 15 Buildings and Construction International Existing Building Code (presented for second reading, Tyler Sinclair)
- F. **Ordinance W:** Title 15 Buildings and Construction International Fire Code and International Wildland-Urban Interface Code (presented for second reading, Tyler Sinclair)
- G. **Ordinance X:** Title 15 Buildings and Construction International Mechanical Code (presented for second reading, Tyler Sinclair)
- H. **Ordinance Y:** Title 15 Buildings and Construction International Residential Code (presented for second reading, Tyler Sinclair)
- I. **Ordinance Z:** Title 15 Buildings and Construction International Plumbing Code (presented for second reading, Tyler Sinclair)
- J. **Ordinance A:** Title 15 Buildings and Construction International Fuel Gas Code (presented for second reading, Tyler Sinclair)
- K. **Ordinance B:** Title 10 Vehicles and Traffic Update (presented for first reading, Lea Colasuonno)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Announce January 3rd Regular Meeting moved to January 10th
- B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

SMALL BUSINESS SATURDAY AND SHOPPING LOCALLY

Whereas, the Jackson community celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are currently over 30 million small businesses in the United States, and they represent 99.7 percent of all businesses with employees in the United States; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business; and

Whereas, 96% of consumers who are aware of Small Business Saturday said the day encourages them to shop small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

Whereas, the Jackson Town Council supports our local businesses that create jobs, boost our local economy, and preserves our community; and

Whereas, Small Business Saturday was November 27, 2021 and many Jackson residents and visitors supported small businesses and merchants on that day; and

Whereas, the significant efforts of our local workforce in providing exceptional services during these challenging times has not gone unnoticed and our local workers are worthy of recognition for working short staffed, working long shifts, and working hard to serve the increase in customers; and

Whereas, it is important to encourage shopping and supporting our local businesses for the holiday season and throughout the year.

Now, Therefore, I, Hailey Morton Levinson, Mayor of the Town of Jackson do hereby proclaim, the Jackson Town Council's support for SHOPPING LOCALLY now and into the future and encourage Jackson residents and visitors to support small businesses and merchants throughout the year.

DATED THIS 6th DAY OF DECEMBER 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Roxanne Robinson, Deputy Town Clerk

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

November 15, 2021

JACKSON, WYOMING

The Jackson Town Council met in a regular workshop session at 3:00 P.M. This meeting was held virtually through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *via Zoom:* Vice Mayor Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers. Mayor Hailey Morton Levinson was absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Paul Anthony, Susan Scarlata, Katelyn Page, Floren Poliseo, Jason Wright, Carl Pelletier, Michael Palazzolo, April Norton, Tyler Valentine, and Lynsey Lenamond.

Public Art Ordinance Discussion. Tyler Sinclair made staff comment. Carrie Geraci made comment on behalf of the applicant. Council held discussion with staff and the applicant. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to direct staff to prepare a Percent for Art ordinance as described in the November 15, 2021 staff report as well as incorporating comments made by councilmembers during discussion for Council consideration as soon as practicable, including options to provide for the suspension of the ordinance in the event of unavailable funding, maintenance funds, and a requirement for private organizations to incorporate public art in their buildings. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Title 10 Vehicles and Traffic. Lea Colasuonno made staff comment. Council held discussion with staff. Tim Fram made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to 1) revise Title 10 of the Jackson Municipal Code with the policy recommendations presented in the staff report; 2) revise the Title for technical matters identified by staff; and 3) bring back a full revised draft of the Title for Council consideration at a future meeting. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Stable and Transitional Neighborhood Presentation and Public Comment. Tyler Sinclair made staff comment. Council held discussion with staff. Judd Grossman, Kevin Cochary, Perri Stern, Michael Stern, Allen Symonds, Sandy Shuptrine, Tim Fram, Julien Hass, Jason Wright, Kyle Fallor, Leslie Steen, Stefania Fram, Anna Kerr, Katy Hollbacher, Chris Dickie, Wes Gardner, Mike Yin, Serese Kudar, Claire Stumpf, and Chris Lee made public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to continue this item until the December 6, 2021 Town Council Workshop. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers. adjourn. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried. The meeting adjourned at 5:06 p.m.

TOWN OF JACKSON

ATTEST:

Lynsey Lenamond, Town Clerk
minutes:ll

Publish JH News & Guide: November 24, 2021

Arne Jorgensen, Vice Mayor

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

November 15, 2021

JACKSON, WYOMING

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

TOWN COUNCIL: *In-person:* None. *Via Zoom:* Vice Mayor Arne Jorgensen, Jonathan Schechter, Jessica Sell Chambers, and Jim Rooks. Mayor Hailey Morton Levinson was absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Paul Anthony, Michelle Weber, April Norton, Carl Pelletier, Kathy Clay, Michelle Weber, Michael Palazzolo, Tyler Valentine, and Lynsey Lenamond.

Vice Mayor Jorgensen led those in attendance in the Pledge of Allegiance, introduced new employees Sean Leonhard, Carly Anderson, Andrea Reynolds, and Levi Scribner, and read a proclamation recognizing November 15, 2021 through November 21, 2021 as National Apprenticeship Week.

Public Comment. Rebecca Bextel, Anna Olson, Jim McKinney, Blair Maus, Dave Meaney, Monica Stout, Jason Wright, and Allen Symonds made public comment.

Consent Calendar. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the consent calendar including items A-L 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 November 1, 2021 special workshop and the November 1, 2021 regular meeting.

Disbursements. To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ABEL, BRUCE \$85.78; ACE EQUIPMENT & SUPPLY \$2,067.19; ACE HARDWARE \$304.30; ADAMS, MELANIE \$8,279.10; ADVANCED INDUSTRIAL SUPPLY INC \$88.56; AFLAC \$2,501.18; AMAZON \$56.99; AVAIL VALLEY CONTRUCTION-IDAHO, LLC \$214,362.00; BATTISTE, HARRIET \$575.00; B-CYCLE LLC \$1,430.54; BIG R RANCH & HOME \$29.98; BLUE SPRUCE CLEANERS, INC. \$195.01; BLUFFS DEVELOPMENT GROUP, LLC \$180.00; BMV LLC \$65.55; BOB MOORE CONSTRUCTION, INC. \$4,000.00; BRIGGS, ERIC L \$55.95; BRISTOL, JAMES \$30.00; CARQUEST AUTO PARTS INC. \$165.41; CENTURYLINK \$180.30; CITY OF DRIGGS \$1,645.86; CLIMB WYOMING \$1,531.25; CURRAN-SEELEY FOUNDATION \$14,225.50; DAVID STUBBS \$400.00; DELTA DENTAL PLAN OF WYOMING \$3,937.60; DIAMOND VOGEL PAINTS, INC. \$1,028.50; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$600.00; E.R. OFFICE EXPRESS \$448.09; ELECTRICAL WHSLE SUPPLY CO INC \$90.90; ENERGY 1 \$459.00; ENERGY LABORATORIES INC. \$918.00; FIRE SERVICES OF IDAHO \$830.00; FITZGERALD, TODD \$1,686.50; FLEETPRIDE \$214.95; FREEDOM MAILING SERVICE INC. \$1,855.75; FRIENDS OF PATHWAYS \$7,816.00; FROG CREEK PARTNERS, LLC \$1,065.00; GILLIG LLC \$670.41; GWALTNEY, WOODROW \$100.00; H & R ENTERPRISES, LLC \$1,847.65; H & S ENVIROMENTAL, LLC \$5,200.00; HD FOWLER COMPANY \$8,634.07; HIGH COUNTRY LINEN \$711.67; HIRST APPLGATE, LLP \$2,404.20; IDAHO STATE TAX COMMISSION \$3,211.00; INTERSTATE BATTERY \$625.80; JACKSON ANIMAL HOSPITAL \$1,141.07; JACKSON HOLE NEWS & GUIDE \$5,921.80; JACKSON LUMBER INC \$3,145.75; JH20 WATER CONDITIONING & FILTRATION \$66.00; JORGENSEN ASSOCIATES, PC \$2,175.00; KENWORTH SALES COMPANY DEPT #1 \$1,107.52; KIMLEY HORN \$3,357.50; LACAL EQUIPMENT, INC \$353.78; LANGUAGE TESTING INTERNATIONAL, INC \$239.50; LEON, NANCY \$3,000.00; LEPCO \$374.00; LOWER VALLEY ENERGY INC \$40,073.33; MAVERICK DIESEL & EQUIPMENT \$3,250.00; MENIG, DANIEL \$2,000.00; MIKE'S OILFIELD SERVICES INC \$3,630.00; MILLER SANITATION \$7,770.00; MOBILITY FOREFRONT LLC \$35,000.00; MOUNTAIN ALARM \$579.40; MSC INDUSTRIAL SUPPLY CO \$241.32; NAPA AUTO PARTS INC. \$1,986.45; NATIONAL LEAGUE OF CITIES \$1,202.00; NELSON ENGINEERING \$4,416.17; NEW WEST BUILDING COMPANY INC. \$72,920.15; OFFICE OF STATE LANDS & INVESTMENTS \$96,704.42; ON SIGHT LAND SURVEYORS INC. \$1,050.00; O'RYAN CLEANERS \$66.88; PEAK FACILITATION GROUP \$5,613.00; PREMIER TRUCK- SALT LAKE CITY \$183.17; PROCESS TECHNOLOGY, INC \$506.60; PROTERRA \$412.98; QUIGLEY, CONNOR \$852.00; RHINEHART OIL CO, LLC \$31,349.43; RUI INC. DBA VILLAGE GARDNER \$896.90; SAFETY SUPPLY & SIGN CO., INC. \$368.73; SCHECHTER, JONATHAN \$413.78; SILVER CREEK SUPPLY \$102.12; SILVERSTAR \$3,360.13; SMITH POWER PRODUCTS, INC. \$937.80; SPECTRUM \$290.13; SPRING CREEK ANIMAL HOSPITAL \$391.19; ST JOHN'S HOSPITAL \$4,200.00; STANDARD DRYWALL, INC \$20,762.30; STANDARD INSURANCE COMPANY \$5,227.99; STEP BACK LEADERSHIP CONSULTING LLC \$36,000.00; SUGDEN, KATHERINE \$22.55; SWAGIT PRODUCTIONS, LLC \$1,775.00; SYMBOLARTS, LLC \$60.00; TETON COUNTY CLERK \$321,125.13; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$36,349.27; TETON COUNTY PUBLIC WORKS \$28,696.36; TETON COUNTY SPECIAL FIRE FUND \$15,008.98; TETON COUNTY-FUND 10 \$71,523.48; TETON COUNTY-FUND 13 \$18.44; TETON COUNTY-FUND 19 \$17,905.50; TETON MOTORS INC \$262.17; TETON TOOLS LLC \$105.95; THE HOLE SNOBALL \$74.00; THE TIRE RACK, INC. \$4,277.76; THOMSON WEST \$893.86; TITLE 22 CONSULTANTS \$836.18; TMSC LLC \$11,199.17; UPPER CASE PRINTING INK \$156.72; VISION SERVICE PLAN - (WY) \$1,672.89; WESTBANK SANITATION \$440.66; WESTERN STATE \$3,893.37; WHITE GLOVE CLEANING, INC. \$9,292.60; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$10,503.17; WYOMING FIRST AID & SAFETY \$231.98; WYOMING LAW ENFORCEMENT \$70.00; WYOMING RETIREMENT SYSTEM \$117,240.10; WYOMING SECRETARY OF STATE \$120.00; WY-TEST \$1,162.50; YELLOW IRON EXCAVATION, LLC \$935.00

B. October Municipal Court Report. To accept the October Municipal Court Report into the record.

- C. P21-234 175 S. Glenwood St. Development Agreement.** To approve the attached First Amendment to Development Agreement between Arts District West, LLC and the Town of Jackson subject to approval and minor changes by the Town Attorney and Town Engineer.
- D. Special Event: Traditional Christmas Eve Service.** To approve the special event application made by Tribe JH to host the Traditional Christmas Eve Service special event, subject to the conditions and restrictions listed in the staff report.
- E. Special Event: Winter Wonderland.** To approve the special event application made by the Grand Teton Skating Association to host the Winter Wonderland on Town Square, subject to the conditions and restrictions listed in the staff report.
- F. Special Event: Small Business Saturday.** To approve the special event application made by the Jackson Hole Chamber of Commerce Small Business Saturdays special event, subject to the conditions and restrictions listed in the staff report.
- G. P21-266 Temporary Sign Permit: Holiday Bazaar.** To approve the temporary banners in conjunction with The Art Association of Jackson Hole Holiday Art Bazaar 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, Albertson's during: November 29 – December 6, 255 W. Deloney Ave, Miller Park Tennis Courts during: November 29 – December 6.
- H. P21-265 Temporary Sign Permit: Art Classes.** To approve the temporary banners in conjunction with The Art Association of Jackson Hole Adult and Youth Art Classes 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, Albertson's during: November 22 – November 29, 255 W. Deloney Ave, Miller Park Tennis Courts during: November 22 – November 29.
- I. P21-259 Temporary Sign Permit: Soroptimist.** To approve the temporary banners in conjunction with Soroptimist of JH Christmas Tree Festival 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, Albertson's during: November 28 – December 5, 80 Scott Lane, Jackson Hole Lodge during: November 28 – December 5.
- J. P21-269 Temporary Sign Permit: JH Classical Academy Book Fair.** To approve the temporary banners in conjunction with The JH Classical Academy Winter Book Fair 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 locations: 105 Buffalo Way, Albertson's during: November 28 – December 4.
- L. P21-270 Temporary Sign Permit: JH Classical Academy Ceremony of Carols.** To approve the temporary banners in conjunction with The JH Classical Academy Ceremony of Carols 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 locations: 105 Buffalo Way, Albertson's during: December 5 – December 15.

Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

P21-281 County Sewer Connection Request 1040 E. Evans (WYDOT Housing). A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to 1) approve the Wyoming Department of Transportation's request for increased sewer collection and treatment services, subject to the conditions of approval set forth in this staff report; 2) direct staff, in coordination with TCSD, to draft an amendment to the TCSD Agreement effectuating motion item Number 1; and 3) present the amended TCSD Agreement to Council for consideration at a future Council Meeting. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

90-Day Stay Request for Issuance of Demolition Permit at 445 E. Kelly Ave. Tyler Sinclair and April Norton made staff comment. Council held discussion with staff. Tim Fram made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to grant a 90 day

stay on the issuance of Demolition Permit Application #B21-0905 for the structures described as the taxidermy shop and the Benson-Brown residence. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Item P21-240: Subdivision Plat 185 N. Glenwood. Vice Mayor Jorgensen recused himself from this item. Tyler Valentine made staff comment. Based upon the findings as presented in the staff report and as made by the applicant for Item P21-240, a motion was made by Jim Rooks and seconded by Jessica Sell Chambers to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the Glenwood Condominiums Addition to the Town of Jackson at the property addressed at 185 N. Glenwood Street subject to the departmental reviews attached hereto, the staff report dated November 15, 2021, and the following conditions: 1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk. 2. Park and School Exactions shall be paid at the time of plat recording. 3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against the 4 designated workforce units. 4. Within 6 months of recording the subdivision plat for Phase I, the applicant shall designate which thirteen (13) units will be Short-term Rentals and which four (4) units will be long-term, market residential units (i.e., from Workforce 2:1 Bonus). The unit designation shall be in writing to the Planning Department and include a floor plan. 5. Concurrently with the recording of the Final Plat, an affidavit shall be recorded against all four (4) long-term, market residential units stating that they cannot be rented short term and that includes the signature of the Town of Jackson Planning Director. Councilman Schechter called for the vote. The vote showed 3-0 in favor with Vice Mayor Jorgensen recused and Morton Levinson absent and the motion carried.

Item P21-246: Request for Subdivision Plat at 10 E. Simpson. Vice Mayor Jorgensen remained recused during this item. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to continue this item to December 20, 2021. Councilman Schechter called for the vote. The vote showed 3-0 in favor with Vice Mayor Jorgensen recused and Morton Levinson absent and the motion carried.

Vice Mayor Jorgensen rejoined the meeting at 6:45 p.m.

Item P21-256: Subdivision Plat King St. Condos. Tyler Valentine made staff comment. Anne Cresswell made public comment. Based upon the findings as presented in the staff report and as made by the applicant for Item P21-256, a motion was made by Jessica Sell Chambers and seconded by Jim Rooks to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the 174 North King Street Addition to the Town of Jackson at the property addressed at 174 N. King Street subject to the departmental reviews attached hereto, this staff report dated November 15, 2021, and the following conditions: 1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk. 2. Park and School Exactions shall be paid at the time of plat recording. 3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record the JHCHT Special Restriction on all 24 residential units. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

400 W. Snow King Avenue CDBG Hearing. April Norton made staff comment. Vice Mayor Jorgensen opened a public hearing. There was no public comment. Vice Mayor Jorgensen closed the public hearing.

Resolution 21-28 Sewer Water Resolution.

Tyler Sinclair made staff comment. A motion as made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Resolution 21-28 a Resolution establishing Town policy

regarding consideration of sewer and water connection requests outside of the Town and existing contracted service areas as presented. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

RESOLUTION 21-28: A RESOLUTION ESTABLISHING TOWN POLICY REGARDING CONSIDERATION OF SEWER AND WATER CONNECTION REQUESTS OUTSIDE OF THE TOWN AND EXISTING CONTRACTED SERVICE AREAS.

WHEREAS, the capacity of the Town of Jackson Treatment Plant was studied and evaluated comprehensively and the results thereof presented in the Town of Jackson 2020 Capacity Report, which determined the capacity remaining before the Plant will need significant changes and upgrades; and

WHEREAS, the existing supply of the Town of Jackson water resources was studied and evaluated comprehensively and the results thereof presented in the 2020 Capacity Report, which determined the supply remaining before significant investment in securing water will be required to supply the Town of Jackson; and

WHEREAS, the Town Council of the Town of Jackson wish to establish policies to ensure the Council's vision is carried forth regarding how the remaining water supply and sewer Treatment Plant capacity is allocated outside of the Town's corporate boundaries and outside of existing contracted service areas, and to ensure the financial health of Town sewer and water funds necessary to maintain and construct adequate, safe water and sewer systems to meet current and future needs; and

WHEREAS, in addition to the foregoing, the Town Council of the Town of Jackson wish to establish a policy on how future sewer and water connection requests are evaluated and processed; and

WHEREAS, this Resolution 21-28 supersedes all previous policies regarding sewer and water connections outside of the Town and existing contracted service areas and the evaluation and processing of requests therefor, including the rescission of Resolution 00-18 and any other like resolution on this subject matter; and

WHEREAS, the Town Council of the Town of Jackson wish to give clear policy direction to Town staff and property owners regarding connection of properties lying outside the Town's corporate limits and existing contracted service areas to the Town water and sanitary sewer collection network and regarding the evaluation and processing of requests for such connections.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jackson, in regular session duly assembled, that the following Policy Regarding Connection of Properties Outside of the Town and Existing Contracted Service Areas to the Town Water and Sanitary Sewer Collection Network is hereby adopted:

When a request for connection to the Town's water and/or sanitary sewer collection network is received from an owner of property located outside of the Town of Jackson corporate boundaries and outside of existing contracted service areas, it is the Town's general practice to process such requests as follows:

- Step 1: Request for Service

A Miscellaneous Planning Application, as amended, is filed by the property owner to request Town water and/or sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide the requested services or not. This initial step is based upon preliminary information provided by the property owner and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement. If Council approves the request(s) for service, the property owner will advance to Step 2.

- Step 2: Connection and Use Agreements (CUA)

Staff works with the property owner (and any other relevant parties) to draft a Connection and Use Agreement that includes the conditions of approval identified during Step 1 and any other, additional necessary contract terms and conditions. If approved by Council, the Connection and Use Agreement will be executed and recorded against the property.

- Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

AND BE IT FURTHER RESOLVED by the Town Council of the Town of Jackson, in regular session duly assembled, that a set of prioritized factors upon which all requests for connection to Town water and/or sewer systems by property owners located outside of the Town and outside existing contracted service areas will be reviewed is necessary to manage Town sewer and water resources appropriately and to provide consistency and transparency. The Town hereby establishes the following factors to consistently and predictably guide the review of all such applications:

A. Existing Versus New Development

That preference be given to requests that concern existing development with currently failing or substandard systems leading to environmental degradation.

B. Expanded Service Area and Capacity Timeline

That preference be given to requests that either do not have significant impact on the capacity

timeline or that meet the majority of the other factors identified herein.

C. Zoning Consistent with Comprehensive Plan

That preference be given to requests that are consistent with the Comprehensive Plan, specifically the Illustration of Our Vision section.

D. Deed Restricted And/or Workforce Housing

That a preference be given to requests that include significant amounts of deed restricted housing.

E. Potential For Reduced Environmental Impact

That preference be given to requests that, if connected, would have lesser environmental impact and not decrease the current quality of treatment at the sewer treatment plant.

F. Geographical Location

That preference be given to requests in close proximity to existing infrastructure and for which the construction necessary to accomplish the connection minimizes environmental impact.

G. Magnitude Of Request

That preference be given to requests that have minimal impact on the capacity timeline.

H. Costs To Upgrade and Impacted User Classes

That preference be given to requests in which the capital costs will be borne by the property owner and not be borne by existing rate payers.

DATED THIS 15TH DAY OF NOVEMBER, 2021.

Ordinances. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to read ordinances in short title. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Ordinance Q: AN ORDINANCE ADDING SECTION 2.04.060 AND 2.04.070 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ABSENCE AND VACANCY IN ELECTED OFFICE 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:

Tim Fram made public comment.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance Q on third reading as presented and designate it Ordinance 1300. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Ordinance R: AN ORDINANCE GRANTING TERRA FIRMA SERVICES, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

There was no public comment.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance R on second reading as presented. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Ordinance S: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1002, 872, 457, 384, 360, 145, 145A, AND 145B AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING THE TIME FOR REGULAR MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment.

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance S on first reading. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Roxanne Robinson made staff comment. Because Ordinances T through A all relate to updates to Title 15 Buildings and Construction, as allowed in the Rules and Procedures, a motion was made by Jonathan Schechter and seconded by Jim Rooks to read ordinances T through A consecutively, proceed with questions of staff as one item, public comment as one item, utilize a single motion to approve on first reading, and discuss all ordinances as one item. There was no public comment. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Ordinance T: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 AND 1229, SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 271 AND 854, SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 760, SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280 AND SECTION 15.04.020 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance U: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1021 AND 862 AND SECTION 15.05.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance V: AN ORDINANCE ADDING CHAPTER 15.06 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance W: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, AND 321, C-1; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 277 AND 272; AND SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 761; AND SECTION 15.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION, AND THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS AND APPENDICES INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance X: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1232, 1145, 1023, 603, 494, 447, 412 AND 322; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 855 AND 273; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 762; AND SECTION 15.12.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance Y: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1230, 1147, AND 1024; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 856; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 764; AND SECTION 15.17.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL

CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance Z: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 602, 495, 448, 407, 323, 274, 64, 1146 AND 1025; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 857; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 765; AND SECTION 15.24.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance A: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1231, 1144, 1024 AND 766, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 858, AND SECTION 15.27.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Tyler Sinclair and Kelly Sluder made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinances T-A on first reading as presented. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent and the motion carried.

Matters from Mayor and Council. Vice Mayor Jorgensen announced that all Town Council meetings will be held remotely through December. Council discussed Moratorium Procedures and Process and Bear Activity in Town Limits. Lea Colasuonno and Michelle Weber made staff comment.

Town Manager's Report. Larry Pardee made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's Report. The Town Manager's report included information on the Retail and Bar/Grill Liquor License Process, the 2022 Town Council Retreat, and the 2022 Joint Town Council and County Commission Retreat Date. Vice Mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Morton Levinson absent 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 4-0 in favor with Morton Levinson absent and the motion carried. The meeting adjourned at 8:17 p.m.

TOWN OF JACKSON

ATTEST:

Arne Jorgensen, Vice Mayor

Lynsey Lenamond, Town Clerk
minutes:ll

Publish JH News & Guide: November 24, 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
6927	3 CREEK RANCH GOLF CLUB	112421	50% USAGE REDUCTION	11/24/2021	11,393.81	.00	
Total 6927:					11,393.81	.00	
6912	ABEL, BRUCE	111521	REIMBURSE OFFICE SUPPLIES	11/15/2021	22.28	.00	
Total 6912:					22.28	.00	
51	ACE HARDWARE	760837	SPRAYER	11/08/2021	8.99	.00	
51	ACE HARDWARE	760858	SURGE PROTCT 7 OUT MTL BL	11/08/2021	26.99	.00	
51	ACE HARDWARE	760890	SURGE PROTCT 7 OUT MTL BL	11/08/2021	26.99	.00	
51	ACE HARDWARE	760959	BLADE RZR, SCRAPER RZR, SA	11/09/2021	40.96	.00	
51	ACE HARDWARE	761044	TAPE MASK 2". FLEX GLUE PR	11/09/2021	26.98	.00	
51	ACE HARDWARE	761085	STORAGE TOTE	11/10/2021	59.97	.00	
51	ACE HARDWARE	761361	RD WIRE LOCK	11/11/2021	6.98	.00	
51	ACE HARDWARE	761684	TORCH RECIP	11/15/2021	15.98	.00	
51	ACE HARDWARE	761789	BATTERY PACK, CIRCULAR SA	11/15/2021	339.98	.00	
51	ACE HARDWARE	761932	CAULK POLYUR GRAY	11/16/2021	11.99	.00	
51	ACE HARDWARE	761955	SHRINK SEAL KIT, BARREL BOL	11/16/2021	19.48	.00	
51	ACE HARDWARE	761971	PLUNGER TOILET MASTER	11/16/2021	47.96	.00	
51	ACE HARDWARE	762751	BRUSH	11/22/2021	16.99	.00	
Total 51:					650.24	.00	
5728	ADVANCED CONCRETE SOLUTI	3709	DECK COATING, CRACK REPAI	11/11/2021	18,365.50	.00	
Total 5728:					18,365.50	.00	
5726	AMAZON	1141-T4CX-F3	office supplies	11/04/2021	9.99	.00	
5726	AMAZON	197W-1RFC-M	WIRELESS MOUSE AND KEYBO	11/25/2021	1,837.42	.00	
5726	AMAZON	1GGY-9GDY-K	USB-C CABLES	11/10/2021	221.64	.00	
5726	AMAZON	1H16-LMH-QN	THUNDERBOLT DOCK	11/22/2021	3,189.90	.00	
5726	AMAZON	1K6H-Y41D-M	AJC REPLACEMENT BATTERY	11/12/2021	13.55	.00	
5726	AMAZON	1LTX-4WLH-D	SCREEN PROTECTOR	11/26/2021	45.98	.00	
5726	AMAZON	1MQV-1P1G-W	WYPALL SISPOSIBLE CLEANIN	11/23/2021	152.60	.00	
5726	AMAZON	1VJ3-3RQ6-F	SCREEN PROTECTOR	11/28/2021	45.98	.00	
Total 5726:					5,517.06	.00	
6575	APEX SAGE INC	110921	PROJ: SI- FERRIN: 10/27- 11/05/	11/09/2021	2,457.50	.00	
6575	APEX SAGE INC	112321	PROJ: SI- FERRIN- LABOR MAT	11/23/2021	7,097.27	.00	
6575	APEX SAGE INC	112321A	PROJ: STAGE STOP- LABOR	11/23/2021	733.98	.00	
Total 6575:					10,288.75	.00	
4389	APPLE INC	AG25093973	POLISHING CLOTH	11/19/2021	108.00	.00	
Total 4389:					108.00	.00	
1783	AT&T	287259163099	287259163099	11/16/2021	2,464.06	.00	
1783	AT&T	28727979546X	MONTHLY SERVICES 28727979	11/19/2021	503.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1783:					2,967.82	.00	
5994	B-CYCLE LLC	3261953	JULY LICENSING FEE	11/17/2021	479.88	.00	
5994	B-CYCLE LLC	3261978	OCTOBER LICENSING FEE	11/17/2021	359.91	.00	
Total 5994:					839.79	.00	
6583	BESTDRIVE IDAHO FALLS	29002605	TIRES	11/12/2021	2,415.94	.00	
Total 6583:					2,415.94	.00	
4774	BIG R RANCH & HOME	1531818	NYLON ROPE	10/19/2021	54.99	.00	
4774	BIG R RANCH & HOME	1537100	SPRAY PAINT GLOSS BRILL BL	11/24/2021	5.99	.00	
Total 4774:					60.98	.00	
3500	BISON LUMBER	2111-769625	SO NO TUBE	11/10/2021	140.28	.00	
Total 3500:					140.28	.00	
4634	BREAKFAST ROTARY OF JH	2429	QUARTERLY DUES WEBER	10/01/2021	175.00	.00	
Total 4634:					175.00	.00	
6051	CARPETS PLUS COLORTILE	7143	PROJ: 2022 WILDFLOWER CRT-	11/04/2021	15,356.60	.00	
Total 6051:					15,356.60	.00	
5	CARQUEST AUTO PARTS INC.	6090-549876	LOW-PROFILE FLEET	11/15/2021	213.39	.00	
5	CARQUEST AUTO PARTS INC.	6090-550780	INTERSTATE 75MO	11/22/2021	161.23	.00	
Total 5:					374.62	.00	
102	CASELLE INC.	112962	CONTRACT SUPPORT DECEMB	11/01/2021	1,744.00	.00	
Total 102:					1,744.00	.00	
544	CENTURYLINK	307-111-5050 1	307-111-5050 246m	11/07/2021	4,088.73	.00	
Total 544:					4,088.73	.00	
6257	CERTIFIED LABORATORIES	7560929	PREMALUBE XTREME GREEN,	10/27/2021	733.30	.00	
Total 6257:					733.30	.00	
4887	CONTROL SYSTEM TECHNOLO	10135	WATER SNOW KING	09/13/2021	967.50	.00	
4887	CONTROL SYSTEM TECHNOLO	10196	CONTROL SERVICE, MILEAGE,	11/09/2021	10,882.50	.00	
4887	CONTROL SYSTEM TECHNOLO	10197	CONTROL SERVICE: TROUBLE	11/09/2021	900.00	.00	
Total 4887:					12,750.00	.00	
6475	CONVERGEONE, INC	3398889	MONTHLY SERVICES	11/22/2021	7,584.40	.00	
6475	CONVERGEONE, INC	3398890	MONTHLY SERVICES	11/22/2021	7,742.60	.00	
Total 6475:					15,327.00	.00	
3272	COPYWORKS, LLC	33950	POSTERS	11/16/2021	419.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3272:					419.40	.00	
6925	CORUJO, JOSE	113021	BAIL REFUND 21-02-0335	11/30/2021	570.00	.00	
Total 6925:					570.00	.00	
3001	CREATIVE ENERGIES, LLC	6994	PROJ: BUS SHELTER O&M- INS	11/29/2021	2,647.00	.00	
Total 3001:					2,647.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	39-49674	BUS 208: ACCUMULATOR, INJE	11/10/2021	1,112.09	.00	
Total 611:					1,112.09	.00	
4918	DEAN'S PEST CONTROL LLC	64806	SPRING AND FALL PEST MANA	10/16/2021	150.00	.00	
4918	DEAN'S PEST CONTROL LLC	65667	FALL PEST MENAGMENT @ ST	10/05/2021	200.00	.00	
4918	DEAN'S PEST CONTROL LLC	65851	SMALL RODENT CONTROL @	10/14/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	66110	EVERY OTHER MONTH M OUS	10/21/2021	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	66154	SMALL RODENT CONTROL @ S	10/05/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	66627	SMALL RODENT CONTROL @	11/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	66911	SMALL RODENT CONTROL @ S	11/02/2021	100.00	.00	
Total 4918:					800.00	.00	
6883	DIVISION OF CHILD SUPPORT	111921	DCSE CASE #0005405448	11/19/2021	509.23	509.23	11/18/2021
Total 6883:					509.23	509.23	
6311	DUSTBUSTERS, INC	68777	ICE KICKER BLUE SALT	11/02/2021	7,374.53	.00	
Total 6311:					7,374.53	.00	
3408	E.R. OFFICE EXPRESS	18596	Office Supplies	11/04/2021	74.02	.00	
3408	E.R. OFFICE EXPRESS	18620	Office Supplies	11/09/2021	182.66	.00	
3408	E.R. OFFICE EXPRESS	18633	MOUSE PAD	11/09/2021	39.79	.00	
Total 3408:					296.47	.00	
6924	ELKRIDGE DENTAL SOUTH LLC	111021	REFUND BUSINESS LICENSE F	11/10/2021	110.00	.00	
Total 6924:					110.00	.00	
1134	ENERGY LABORATORIES INC.	432176	ANALYSIS PARAMETER	10/28/2021	459.00	.00	
1134	ENERGY LABORATORIES INC.	433518	INFLUENT, EFFLUENT, CELL 1,	11/04/2021	447.00	.00	
Total 1134:					906.00	.00	
6753	ESRI, INC	94125889	ARCGIS ONLINE FIELD WORKE	10/19/2021	71.91	.00	
Total 6753:					71.91	.00	
6552	ETNA TRADE PARK LLC	112921	ANNUAL RENT	11/29/2021	38,760.00	.00	
Total 6552:					38,760.00	.00	
81	EVANS CONSTRUCTION INC	7045	TOJ SALTED SAND 2021	11/11/2021	19,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 81:					19,000.00	.00	
6920	FEHR PEERS	148436	START RFP SUPPORT	09/10/2021	907.50	.00	
6920	FEHR PEERS	149372	START RFP SUPPORT	10/11/2021	1,661.25	.00	
6920	FEHR PEERS	150189	START RFP SUPPORT	11/09/2021	1,722.50	.00	
Total 6920:					4,291.25	.00	
3195	FERGUSON ENTERPRISES, IN	0804505	BLND FLANGE	11/22/2021	124.20	.00	
Total 3195:					124.20	.00	
3524	FEUZ EXCAVATION & TRUCKIN	477752	PROJ: JEAN ST SIDEWALK- 310	11/05/2021	5,500.00	.00	
Total 3524:					5,500.00	.00	
6605	FLOYD'S TRUCK CENTER	X303018962.0	G8P, FV NOSE GUARD W/PAINT,	11/22/2021	1,266.55	.00	
Total 6605:					1,266.55	.00	
6126	GARMIN USA	DL21058365	MONTHLY CHARGES	11/27/2021	64.95	.00	
Total 6126:					64.95	.00	
4212	GILLIG LLC	40861966	VOLTAGE REGULATOR	11/09/2021	387.69	.00	
4212	GILLIG LLC	40863363	ARM BOLT	11/12/2021	201.36	.00	
4212	GILLIG LLC	40863867	ARM RH, LH ARM, CHAINWHEEL	11/15/2021	1,300.52	.00	
4212	GILLIG LLC	40863868	EXTERIOR MIRROR ASM	11/15/2021	816.75	.00	
4212	GILLIG LLC	40863869	STREET BRASS TEE	11/15/2021	7.12	.00	
4212	GILLIG LLC	40866492	FAN CONTROL SWITCH	11/23/2021	73.76	.00	
Total 4212:					2,787.20	.00	
5009	GM SHEET METAL LLC	4763	PROJ: ERV EX AND INTAKE- BR	11/09/2021	483.00	.00	
Total 5009:					483.00	.00	
6915	HALLING, GARY	111721	RETURN BOND B20-0418 742 R	11/17/2021	12,125.00	12,125.00	11/17/2021
Total 6915:					12,125.00	12,125.00	
4988	HD FOWLER COMPANY	I5942670	GRIP JOINT	11/10/2021	989.66	.00	
4988	HD FOWLER COMPANY	I5953222	COUPLING	11/03/2021	128.64	.00	
Total 4988:					1,118.30	.00	
829	HEINER, ROBERT	111721	2021- DOT PHYSICAL REIMBUR	11/17/2021	130.00	.00	
Total 829:					130.00	.00	
96	HIGH COUNTRY LINEN	0262537	MATS @ SHELTER	07/07/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0282200	mats @ shelter	10/13/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0284560	LANDRY BAG AND WHITE CLOT	10/27/2021	97.20	.00	
96	HIGH COUNTRY LINEN	0285478	BUILDING MAINT- WWTP	11/03/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0286144	BUILDING MAINT- HOME RANC	11/08/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0286398	MATS @ SHELTER	11/10/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0286491	MATS @ START	11/10/2021	220.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: WATER	11/11/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: SEWER	11/11/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: FLEET	11/11/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: ADMIN	11/11/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: STREETS	11/11/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: ADMIN	11/11/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0286565	BUILDING MAINT- SHOP SUPPL	11/11/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: FACILITY	11/11/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0286565	BUILDING MAINT- PUBLIC WOR	11/11/2021	3.00	.00	
96	HIGH COUNTRY LINEN	0286565	UNIFORMS: WWTP	11/11/2021	24.25	.00	
96	HIGH COUNTRY LINEN	0287040	BUILDING MAINT- HOME RANC	11/15/2021	27.30	.00	
96	HIGH COUNTRY LINEN	S0258609	TABLECLOTHS	07/01/2021	42.50	.00	
Total 96:					836.76	.00	
6922	HORCHAK, KEVIN	111121	REIMBURSE TRAVEL	11/11/2021	1,891.87	.00	
Total 6922:					1,891.87	.00	
503	HUNT CONSTRUCTION INC	9791	ASPHALT PATCH- HOME RANC	10/26/2021	4,865.00	.00	
503	HUNT CONSTRUCTION INC	9816	SNOW KING ASPHALT PATCH	11/22/2021	5,533.50	.00	
Total 503:					10,398.50	.00	
6105	INFINITE HYDRAULICS LLC	2182	REPAIR	11/01/2021	500.00	.00	
Total 6105:					500.00	.00	
6901	INNOVATIVE SERVICE LLC	164	OPERATION CHECK AND TUNE	11/09/2021	977.50	.00	
Total 6901:					977.50	.00	
106	INTERSTATE BATTERY	22251703	(1) SRM-24	11/08/2021	93.95	.00	
Total 106:					93.95	.00	
6932	J.P. COOKE CO.	690708	2022 TAGS	09/14/2021	212.70	.00	
Total 6932:					212.70	.00	
5098	JACKSON ANIMAL HOSPITAL	48865	ANIMAL CARE	11/15/2021	733.58	.00	
Total 5098:					733.58	.00	
6931	JACKSON DOWTOWNER, LLC	1001	START MICROTRANSIT	10/15/2021	59,427.00	.00	
Total 6931:					59,427.00	.00	
858	JACKSON HOLE COMMUNITY H	111621	CONTRACT PAYMENT	11/16/2021	12,500.00	.00	
Total 858:					12,500.00	.00	
6474	JACKSON HOLE LAW, PC	1427	legal services	10/31/2021	3,002.50	.00	
6474	JACKSON HOLE LAW, PC	1444	legal services november	11/30/2021	3,003.00	.00	
Total 6474:					6,005.50	.00	
131	JACKSON HOLE NEWS & GUID	318552	AD#385616	10/31/2020	1,326.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	319504	AD#383553	11/30/2020	283.40	.00	
131	JACKSON HOLE NEWS & GUID	319505	AD#385616	11/30/2020	2,873.00	.00	
131	JACKSON HOLE NEWS & GUID	32883	AD#399245	11/10/2021	38.48	.00	
131	JACKSON HOLE NEWS & GUID	332802	AD#399311	11/10/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	332882	AD#399244	11/10/2021	418.95	.00	
131	JACKSON HOLE NEWS & GUID	332925	AD#332925	11/10/2021	59.86	.00	
131	JACKSON HOLE NEWS & GUID	332929	AD#399247 P21-268	11/10/2021	34.20	.00	
131	JACKSON HOLE NEWS & GUID	333125	AD#399246- RFK: SNOW PLOWI	11/17/2021	162.46	.00	
131	JACKSON HOLE NEWS & GUID	33392	AD#399463	11/17/2021	171.00	.00	
Total 131:					5,754.95	.00	
5084	JACKSON HOLE SECURITY, LL	11514	ALARM RESPONSE @ 400 W S	11/01/2021	500.00	.00	
5084	JACKSON HOLE SECURITY, LL	11533	ALARM RESPONSE @ 400 W S	12/01/2021	500.00	.00	
5084	JACKSON HOLE SECURITY, LL	1627	SERVICE CALL, EXTINGUISHER	10/28/2021	632.64	.00	
Total 5084:					1,632.64	.00	
114	JACKSON LUMBER INC	0000721037-0	SELECT STRUCTURAL KD FFIR	11/16/2021	89.43	.00	
114	JACKSON LUMBER INC	0000723671-0	SPLINE BIT, MIL COMPACT FOL	11/24/2021	91.08	.00	
114	JACKSON LUMBER INC	0000723852-0	SELECT STRUCTURAL KD FFIR	11/29/2021	154.34	.00	
114	JACKSON LUMBER INC	0000724377-0	lath	11/30/2021	34.00	.00	
114	JACKSON LUMBER INC	0000724396-0	lath	11/30/2021	102.00	.00	
Total 114:					470.85	.00	
2647	JHAM, INC.	JPD 091621	SARARILAND HARDWIRE	11/10/2021	3,972.55	.00	
Total 2647:					3,972.55	.00	
139	JORGENSEN ASSOCIATES, PC	47166	PROJ: 18063- TOWN OF JACKS	08/27/2021	1,322.50	.00	
139	JORGENSEN ASSOCIATES, PC	47167	PROJ: 18063- TOWN OF JACKS	08/27/2021	3,943.75	.00	
Total 139:					5,266.25	.00	
6918	JP CONCRETE FINISHING, LLC	100	PROJ: SOUTH CACHE/SNOW KI	11/22/2021	3,480.58	.00	
6918	JP CONCRETE FINISHING, LLC	101	PROJ: ROCKY MTN BANK- SIDE	11/22/2021	1,722.02	.00	
Total 6918:					5,202.60	.00	
2485	KENWORTH SALES COMPANY	IDFIN4886766	WORK LAMP	11/23/2021	72.60	.00	
Total 2485:					72.60	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2021-1	1ST HALF	11/15/2021	5,000.00	.00	
Total 6926:					5,000.00	.00	
5691	LEPCO	46175	SERVICE: INSPECT AND CLEAN	11/12/2021	85.00	.00	
Total 5691:					85.00	.00	
6526	LSC TRANSPORTATION CONSU	60927	204470 START ON-CALL CONTR	11/09/2021	1,050.00	.00	
Total 6526:					1,050.00	.00	
5601	MALWAREBYTES	IN100127490	MONTHLY SUPPORT	11/11/2021	8,732.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5601:					8,732.00	.00	
998	METROQUIP INC	P11631	MOM OFF RKR SW	09/03/2021	44.51	.00	
998	METROQUIP INC	P12302	WATER PUMP, FAN-PUSHER, R	10/14/2021	1,481.84	.00	
998	METROQUIP INC	P12345	SIDE BROOM MOTOR, FRT IN	10/18/2021	806.22	.00	
Total 998:					2,332.57	.00	
5387	MIKE'S WELDING INC	13124	PERFORATED STAINLESS STE	11/04/2021	97.28	.00	
Total 5387:					97.28	.00	
3932	MILLER SANITATION	19444	START ROUTE TRASH CANS	11/04/2021	315.00	.00	
Total 3932:					315.00	.00	
6770	MOBILITY FOREFRONT LLC	ACH	lease payment	11/12/2021	35,000.00	35,000.00	11/12/2021
Total 6770:					35,000.00	35,000.00	
4623	MSC INDUSTRIAL SUPPLY CO	5021771001	HEX NUT, HD CAP SCR, HX CAP	11/12/2021	243.06	.00	
Total 4623:					243.06	.00	
257	NAPAAUTO PARTS INC.	029353	NAPA AIR FILTER, OIL FILTER	11/09/2021	69.20	.00	
257	NAPAAUTO PARTS INC.	029880	DISC PADS, VORTEC	11/11/2021	114.29	.00	
257	NAPAAUTO PARTS INC.	0306768	26" TRINCO FORCE BLDE, 22" I	11/16/2021	160.22	.00	
Total 257:					343.71	.00	
6933	NEW THOUGHT DIGITAL AGEN	1432	MEDIA PLANNING START	10/01/2021	4,000.00	.00	
Total 6933:					4,000.00	.00	
6857	OCCUPATIONAL HEALTH CENT	15208222	PRE EMPLOYMENT- M.DOYLE	10/08/2021	51.00	.00	
Total 6857:					51.00	.00	
513	ON SIGHT LAND SURVEYORS I	PT-21-282 112	tech review pt21-282	11/22/2021	450.00	.00	
Total 513:					450.00	.00	
532	QUICK BROWN FOX LLC	3861	MONTHLY PASSES	11/16/2021	25.00	.00	
532	QUICK BROWN FOX LLC	3862	UNIVERSAL PASSES	11/22/2021	220.00	.00	
Total 532:					245.00	.00	
552	RENDEZVOUS ENGINEERING,	21871	20-019 TOJ ZONE 3 PRV	10/31/2021	1,171.75	.00	
Total 552:					1,171.75	.00	
4723	RON'S TOWING	21-17386	TOW	11/10/2021	175.00	.00	
4723	RON'S TOWING	21-17404	TOW	11/09/2021	175.00	.00	
Total 4723:					350.00	.00	
6923	SCRIBNER, LEVI	111121	REIMBURSE TRAVEL	11/11/2021	1,727.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6923:					1,727.64	.00	
6917	SHEPARD, DONNA	112921	REFUND OVERPAYMENT TO UT	11/29/2021	98.16	.00	
Total 6917:					98.16	.00	
6930	SIONICS WEAPON SYSTEMS	171121-JPD	11.5 PATROL RIFLE	11/17/2021	20,000.00	.00	
Total 6930:					20,000.00	.00	
4699	SNAKE RIVER ROASTING	75235	COFFEE	11/08/2021	97.90	.00	
4699	SNAKE RIVER ROASTING	75426	COFFEE	11/18/2021	94.00	.00	
4699	SNAKE RIVER ROASTING	75477	COFFEE	11/24/2021	54.45	.00	
Total 4699:					246.35	.00	
1505	SPRING CREEK ANIMAL HOSPI	625015514B	ANIMAL CARE RIPLEY	10/27/2021	17.20	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016291	ANIMAL CARE	11/10/2021	32.40	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016321	ANIMAL CARE	11/11/2021	8.29	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016516	ANIMAL CARE	11/16/2021	45.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016574	ANIMAL CARE	11/16/2021	52.44	.00	
Total 1505:					155.92	.00	
241	ST JOHN'S HOSPITAL	50000530	Blood draw	10/10/2021	65.00	.00	
Total 241:					65.00	.00	
6916	STATHAM, ANNE	111721	REFUND B OND CASE 21-10-02	11/17/2021	2,000.00	2,000.00	11/17/2021
Total 6916:					2,000.00	2,000.00	
6703	Teton County Alternative to Incarc	111521	1ST QUARTER PAYMENT	11/15/2021	21,550.03	.00	
Total 6703:					21,550.03	.00	
6813	TETON COUNTY PLANNING & B	192	NEIGHBORHOOD PLAN	11/15/2021	2,178.00	.00	
Total 6813:					2,178.00	.00	
6902	TETON COUNTY PUBLIC WORK	4	TASK WORK ORDERS BUILD G	11/18/2021	30,883.98	.00	
Total 6902:					30,883.98	.00	
2327	TETON COUNTY SHERIFF-DISP	111721	JULY- SEPT DISPATCH	11/17/2021	17,761.62	.00	
Total 2327:					17,761.62	.00	
3029	TETON COUNTY SHERIFF'S OF	183	REIMBURSE FOR BANNER	11/16/2021	299.50	.00	
Total 3029:					299.50	.00	
55	TETON COUNTY SHERIFF'S-JAI	604	OCTOBER INMATES	11/02/2021	576.00	.00	
Total 55:					576.00	.00	
3162	TETON TRASH REMOVAL, INC.	21 NOV 960	TRASH REMOVAL	11/01/2021	48.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3162:					48.00	.00	
2556	TETON WATER WORKS	4500	SNOW KING CEMETARY	11/11/2021	1,612.16	.00	
2556	TETON WATER WORKS	4501	UPPER CACHE CREEK DR	11/11/2021	3,400.00	.00	
Total 2556:					5,012.16	.00	
6928	THE PRINTSHOP	6190	PERMIT LABELS	10/14/2021	47.50	.00	
6928	THE PRINTSHOP	6211	PERMIT LABELS	11/23/2021	11.25	.00	
Total 6928:					58.75	.00	
6929	TTI	270741	CIT 22	08/30/2021	5,145.00	.00	
Total 6929:					5,145.00	.00	
1354	US FOREST SERVICE	BF040304AC0	PERMIT	10/29/2021	432.20	.00	
1354	US FOREST SERVICE	BF040304AC0	PERMIT	10/29/2021	432.20	.00	
1354	US FOREST SERVICE	BF040304AC0	PERMIT	10/29/2021	432.20	.00	
Total 1354:					1,296.60	.00	
293	US POSTAL SERVICE	102821	POSTAGE	10/29/2021	1,000.00	.00	
Total 293:					1,000.00	.00	
3420	VISA	111921	visa payment november 2021	11/19/2021	12,748.41	12,748.41	11/19/2021
3420	VISA	Admin 1 #5397	sweet cheeks	10/24/2021	115.20	.00	
3420	VISA	Admin 1 #5397	indeed	10/24/2021	395.48	.00	
3420	VISA	Admin 1 #5397	j. brower psycholog	10/24/2021	1,300.00	.00	
3420	VISA	Admin 1 #5397	coolworks	10/24/2021	298.00	.00	
3420	VISA	Admin 1 #5397	snow king motel	10/24/2021	866.68	.00	
3420	VISA	Admin 1 #5397	albertsons	10/24/2021	53.62	.00	
3420	VISA	Admin 1 #5397	dollar tree	10/24/2021	33.06	.00	
3420	VISA	Admin 1 #5397	the wort	10/24/2021	199.37	.00	
3420	VISA	Admin 9688 10	travel expense to park city	10/24/2021	738.24	.00	
3420	VISA	Animal #2344 1	animal shelter supplies	10/24/2021	1,062.99	.00	
3420	VISA	Chief 1115 10/2	american red cross	10/24/2021	30.00	.00	
3420	VISA	Chief 1115 10/2	center for the arts	10/24/2021	103.00	.00	
3420	VISA	IT - 6908 10/24	apple	10/24/2021	145.10	.00	
3420	VISA	IT - 6908 10/24	iphone payment	10/24/2021	69.50	.00	
3420	VISA	IT - 6908 10/24	iphone payment	10/24/2021	69.50	.00	
3420	VISA	IT - 6908 10/24	concrete 5	10/24/2021	90.00	.00	
3420	VISA	IT - 6908 10/24	amazon	10/24/2021	78.99	.00	
3420	VISA	IT - 6908 10/24	target	10/24/2021	211.98	.00	
3420	VISA	IT - 6908 10/24	bellory payments	10/24/2021	79.00	.00	
3420	VISA	LT 2 #1123 10/	travel	10/24/2021	529.78	.00	
3420	VISA	Planning 1 #60	american planning	10/24/2021	119.00	.00	
3420	VISA	Planning 1 #60	mail chimp	10/24/2021	52.99	.00	
3420	VISA	Planning 2 #61	teton digital media	10/24/2021	700.00	.00	
3420	VISA	Planning 2 #61	napa	10/24/2021	64.62	.00	
3420	VISA	Police 3 #0355	ups	10/24/2021	31.95	.00	
3420	VISA	Police 3 #0355	travel expenses	10/24/2021	841.70	.00	
3420	VISA	PW 1 #8144 10	treasure mountain inn	10/24/2021	437.11	.00	
3420	VISA	PW 1 #8144 10	electrical wholesale	10/24/2021	559.04	.00	
3420	VISA	PW 1 #8144 10	platt	10/24/2021	175.88	.00	
3420	VISA	PW 1 #8144 10	abc-nv	10/24/2021	100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	PW 1 #8144 10	ceu-plan	10/24/2021	384.70	.00	
3420	VISA	PW 1 #8144 10	sirius xm	10/24/2021	174.67	.00	
3420	VISA	PW 1 #8144 10	travel to park city	10/24/2021	432.62	.00	
3420	VISA	Sergeant #106	amazon	10/24/2021	110.88	.00	
3420	VISA	Sergeant #106	amazon	10/24/2021	162.18	.00	
3420	VISA	Sergeant #106	vistaprint	10/24/2021	40.80	.00	
3420	VISA	Sergeant #106	pearl street bagels	10/24/2021	300.00	.00	
3420	VISA	Sergeant #106	amazon	10/24/2021	65.74	.00	
3420	VISA	Sergeant #106	teton tails	10/24/2021	59.35	.00	
3420	VISA	Sergeant #106	tac gear	10/24/2021	37.95	.00	
3420	VISA	START 2 #121	wy dot driver services	10/24/2021	87.50	.00	
3420	VISA	START 2 #121	staples	10/24/2021	91.43	.00	
3420	VISA	START 2 #121	doodle	10/24/2021	83.40	.00	
3420	VISA	START 2 #121	sidewinders	10/24/2021	144.30	.00	
3420	VISA	START 2 #121	staples	10/24/2021	146.24	.00	
3420	VISA	START 2 #121	wy dot driver services	10/24/2021	87.50	.00	
3420	VISA	START 2 #121	lf products	10/24/2021	36.85	.00	
3420	VISA	Victim 9126 10/	coca-cola	10/24/2021	31.60	.00	
3420	VISA	Victim 9126 10/	amazon	10/24/2021	56.16	.00	
3420	VISA	Victim 9126 10/	hotels	10/24/2021	463.76	.00	
3420	VISA	Victim 9126 10/	wpy uprising	10/24/2021	199.00	.00	
Total 3420:					25,496.82	12,748.41	
563	WESTBANK SANITATION	3823874	TRASH REMOVAL @ 940 SIMON	11/01/2021	53.56	.00	
Total 563:					53.56	.00	
1640	WESTERN STATE	IN001842082	HEATER COOLA	11/17/2021	130.37	.00	
Total 1640:					130.37	.00	
2802	WESTWOOD CURTIS	33038	SNOW KING SEWER REPLACE	10/01/2021	36,839.04	.00	
Total 2802:					36,839.04	.00	
472	WHITE GLOVE CLEANING, INC.	7637	SHELTER CLEANING OCTOBER	10/31/2021	3,048.13	.00	
Total 472:					3,048.13	.00	
6919	WILSON, CLAYTON	111221	CDL PHYSICAL REMIBURSE	11/12/2021	155.00	.00	
Total 6919:					155.00	.00	
6117	WILSON, JOHN	112921	ANNUAL RENT	11/29/2021	24,800.00	.00	
Total 6117:					24,800.00	.00	
3619	WY CHILD SUPPORT ENFORCE	111921	case #209790	11/19/2021	146.76	146.76	11/18/2021
Total 3619:					146.76	146.76	
4900	WYOMING ASSOCIATION OF R	17163	2022 VOTING MEMBERSHIP	11/18/2021	450.00	.00	
Total 4900:					450.00	.00	
1764	WYOMING.COM INC	240567	DOMAIN HOSTING	11/05/2021	5.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1764:					5.00	.00	
1334	WYTRANS	1672	MEMBERSHIP DUES	10/27/2021	480.00	.00	
Total 1334:					480.00	.00	
2179	XEROX CORPORATION	014852053	coper agreement	11/04/2021	58.89	.00	
2179	XEROX CORPORATION	014852054	coper agreement	11/04/2021	58.50	.00	
2179	XEROX CORPORATION	014852055	coper agreement	11/04/2021	17.75	.00	
2179	XEROX CORPORATION	014852056	coper agreement	11/04/2021	131.59	.00	
2179	XEROX CORPORATION	720986603	coper agreement	11/04/2021	169.76	.00	
Total 2179:					436.49	.00	
5539	Y2 CONSULTANTS, LLC	18321	21183- SRV-FPRV PLAT REVIEW	11/17/2021	751.50	.00	
Total 5539:					751.50	.00	
Grand Totals:					582,098.33	62,529.40	

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:	December 6, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Rodeo Grounds Management Agreement	Public Comment:	Consent - Yes

Purpose & Policy Considerations.

The Town Council approves all agreements with Teton County for use or management of the Town owned Rodeo Grounds. The current lease expires December 31, 2021.

Requested Action.

The requested action is for the Town Council to act on a Rodeo Grounds Management Agreement (RGMA) or provide other direction.

Recommendations.

Staff recommends the Town Council approve the RGMA as presented and authorize the Mayor to execute the agreement on behalf of the Town of Jackson subject to any minor corrections by staff.

Background.

The current RGMA expires December 31, 2021 and provides for a pass through of \$60,000 to Teton County to administer and manage the Town owned rodeo grounds. The Town owns the property and leases it to Teton County. The RGMA is a document referenced in the Teton County Fair Grounds Lease Agreement that expires in 2026 and discusses management of the leased area, a pass through of funds to help offset costs to administer and maintain the property, and the responsibilities of the parties. Teton County incurs operating expenses for the rodeo grounds. Those operating expenses include utilities, trash removal, cleaning, security, supplies, small repairs and replacement, equipment rentals, and tools needed to maintain the space. Additionally, Teton County spends funds to cover capital items which are maintenance related but due to the dollar amount are budgeted under capital accounts. Examples of such items include; panel replacements, repairs to gates and bucking chutes, new ground for the arena, landscaping and trenching. For the past several years (with the exception of 2020 due to COVID), the rodeo concessionaire has paid over \$100,000 to the Town as part of their concession fee. Due to increasing staffing expenses and expectations for service, Town staff is recommending an increase in the pass through amount to a maximum of \$80,000 and changing the term to 5 years so that it expires at the same time as the Teton County Fairgrounds Lease Agreement, December of 2026. Teton County staff have indicated they are appreciative of this recommended increase and do not have any further amendments to offer for the agreement.

Analysis.

Should the agreement pass as proposed, staff would send it over to Teton County to obtain their approval and signature on the document.

Possible Alternatives.

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. Increasing the funding provided to Teton County to maintain our rodeo

grounds helps maintain the level of service.

Fiscal Impact.

There has been no direct fiscal impact to the Town of Jackson of passing through funds to Teton County to manage the grounds for us since JH Rodeo became the concessionaire, gross proceeds have exceeded the pass-through amounts. The previous agreement passed through \$60,000 to Teton County. The fiscal impact of approving the new agreement as presented would increase that pass through to \$80,000. The Town receives over \$100,000 annually from the Concessionaire with 2021 revenue at approximately \$240,000. The Town retains all revenue over the pass-through amount provided to Teton County. Previous collections have been as follows:

2020	\$75,415.45	Pass Through of \$60,000
2019	\$145,348.27	Pass Through of \$60,000
2018	\$129,036.68	Pass Through of \$60,000
2017	\$123,960.68	Pass Through of \$60,000

Staff Impact.

Staff impact of presenting the agreement to the Town Council and providing it to Teton County for their approval is minimal in that the documents have already been edited for presentation and only a brief conversation over email was necessary to move forward. Should the Town Council choose to take another action such as letting the agreement expire with no renewal, there would be no noticeable impact associated with management of the leased area on the north side of Snow King because Teton County would still manage those grounds – we simply would not have a pass through of funds. However, there may be unforeseen staff impacts related to working relationship with Teton County.

Attachments or Links.

RGMA.

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

I move to approve the Rodeo Grounds Management Agreement as presented and authorize the Mayor to execute the agreement on behalf of the Town of Jackson subject to any minor corrections by staff.

RODEO GROUNDS MANAGEMENT AGREEMENT

This Agreement made as of the ____ day of _____, 2019~~21~~, by and between the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as the “Town”) and Teton County, WY, a duly organized County of the State of Wyoming, of P.O. Box 3594, Jackson, WY 83001 (hereinafter referred to as “Teton County”).

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, as described in Exhibit “A” hereto, and commonly referred to as the “Rodeo Grounds”; and

WHEREAS, Teton County desires to administer and maintain said property according to the terms set forth herein; and

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

1. TERM

The ~~initial~~ term of this Agreement shall be ~~four~~five (45) years, effective as of January 1, 2018~~22~~, unless sooner terminated as provided for herein. This Agreement may be terminated by either the Town or the Teton County upon giving one (1) month written notice thereof.

2. DUTIES OF TETON COUNTY.

- a. Teton County shall be responsible for the administration and maintenance of the Rodeo Grounds, except for the maintenance of any grass, trees or shrubbery outside of the Rodeo Arena which shall remain the responsibility and under the purview of the Teton County Parks and Recreation Department.
- b. Teton County shall make the Rodeo Grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the property by virtue of such use. Any fees collected by Teton County for the subletting of the

property shall be retained by Teton County and not be used to offset the management fee paid by the Town to Teton County set forth in paragraph 5 herein.

- c. Teton County shall inform any user group or anyone conducting any business on the Rodeo Grounds that it must obtain and maintain a Town of Jackson Business License. To that end, prior to their approval of use on the Fair Grounds, Teton County shall confirm possession of a business license with Town staff.
- d. Should the Town Council decide to put the rodeo concession out for bid, a committee comprised of the Town Manager or his designee, the County Commissioner's Administrator or his designee and the Teton County Fair and Fairgrounds Manager shall make a recommendation to the Town Council for the selection of a Rodeo Concessionaire after a competitive proposal process has occurred. All presentations to this committee and all recommendations shall be public.
- e. In its administration of the Rodeo Grounds, Teton County shall observe all applicable Federal, State and Local laws.

3. MULTIPLE USE.

The parties acknowledge that the subject property has historically been a recreational area for multiple users, including but not limited to the Town of Jackson, Teton County Barrel Racing Association, Teton County 4-H, various team roping associations, the Old Timers Rodeo Association, the High School Rodeo Association, the Teton County Fair, the production of a regular summer rodeo and various special events in the community. In administration of the Rodeo Grounds, the Teton County will make all reasonable efforts necessary to continue such multiple uses. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities.

4. FUNDING.

During the term of this Agreement, and for subsequent renewals thereof, the

Town shall reimburse Teton County, upon its submission of sworn vouchers without itemization, for all reasonable sums expended in its administration and maintenance of the subject property, a minimum of \$10,000 per year, and a maximum of \$~~6080~~680,000 per year but at no time shall the reimbursement exceed the amount received by the Town from its Concession Agreement with the Rodeo Concessionaire. Should expenditures, capital or otherwise, exceed the maximum of \$~~6080~~680,000, Teton County may present an itemized accounting of expenses for the Town Council's consideration of reimbursement. The itemized accounting of expenses over \$~~6080~~680,000 shall be submitted in one request no later than April 30 of each year.

5. INDEPENDENT CONTRACTOR.

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and Teton County or between the Town and any employee or agent of Teton County. Teton County at all times is deemed to be an independent contractor. Teton County is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of Teton County, or their employees or agents in performing their duties prescribed herein.

6. INDEMNIFICATION.

Each party shall hold the other party, its agents and employees, harmless from and shall defend and indemnify the other party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other party'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.

7. LIABILITY INSURANCE.

Throughout the term of this Agreement, Teton County shall maintain insurance for bodily injury, death or property damage by reason of the management and administration operations conducted by Teton County on the Rodeo Grounds, with minimum liability limits covered under the Governmental Claims Act. Teton County 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.

8. RIGHTS RESERVED.

The parties acknowledge that the Town has utilized the subject property for various purposes, including but not limited to the storage of gravel for snow removal operations and snow that is removed.

9. THIRD PARTY BENEFICIARY.

Those users specifically articulated in paragraph 4 herein, and any other potential users of the subject property are specifically agreed by the parties to be intended third party beneficiaries of this Agreement. The Town, as owner of the property, by and through the Town Council, as its governing body, shall be the final arbiter of disputes between Teton County and such third party beneficiaries as they relate to the administration of the subject property.

10. ASSIGNMENT.

Teton County may not assign any right, privilege or license conferred by this Agreement, nor may it encumber any portion of the Rodeo Grounds without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld.

11. HEADINGS FOR CONVENIENCE ONLY.

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

12. 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.

13. 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. Teton County, P.O. Box 3594, Jackson, Wyoming 83001.

14. 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.

15. 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

16. 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.

17. SOVEREIGN IMMUNITY.

Neither the Town nor Teton County waives its sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

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 _____ day of _____, 20 ____.

TOWN OF JACKSON, WYOMING

~~Pete Muldoon~~ Hailey Morton Levinson
Mayor

ATTEST:

~~Sandy Birdyshaw~~ Roxanne Robinson
Deputy Town Clerk

TETON COUNTY, WYOMING

By: _____
Its: _____ Teton County Commissioners, Board Chair

ATTEST:

BY:

~~Sherry L. Daigle~~Maureen Murphy

Its: Teton County Clerk

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-205: Teton County School District Connection and Use Agreement Amendment Request	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request to amend the *2017 Wastewater Treatment Facilities Connection and Use Agreement* between the Teton County School District and the Town ("TCSD Agreement") for sewer collection and treatment services.

Requested Action.

Town Council consideration of the applicant's request for amendments to the TCSD Agreement.

Recommendations.

Staff recommends approval of the applicant's request to amend the TCSD Agreement subject to 1) the recommended conditions of approval herein and 2) that the recommended conditions of approval, along with other necessary contract issues, are set forth in an amendment to the TCSD Agreement that will be subject to Council consideration at a future meeting.

Background.

PURPOSE AND APPLICABILITY

The purpose of the request is to amend the TCSD Agreement pursuant to the agreement for amendments requested by TCSD, recommended by staff, and include WYDOT Housing previously approved by Council.

TOWN PROCESS

For this request to amend the TCSD Agreement, the Town applies the following process:

Step 1: Request for Amendment

A Miscellaneous Planning Application is filed by an applicant to request an amendment to an existing agreement. In this case, the TCSD Agreement. Staff review of this application is used by Town Council to make an initial determination on whether to amend the agreement or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval and recommendations that will be further defined in the amendment. The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the TCSD to draft an amendment to the TCSD Agreement that includes the conditions of approval and recommendations identified during Step 1 and other necessary contract terms, including WYDOT's approved housing request for increased services. If approved by Council and the Applicant, the amended agreement will be executed and recorded against the Munger School property, or as defined in the agreement.

TCSD Agreement

Pursuant to the TCSD Agreement the Town authorizes sewer services to 1) the Munger Elementary School; 2) WYDOT; and 3) Teton County Weed & Pest, as those parties' facilities existed in 2017. At this time only the Munger Elementary School and WYDOT have connected to the sewer system via the TCSD Agreement. The TCSD sewer collection system is owned by TCSD and was constructed in 2017 in cooperation with WYDOT. The TCSD Agreement contemplated potential future sewer connections in the vicinity of the school with final approval from the Town Council. WYDOT and Weed & Pest benefit from the TCSD Agreement but are not parties to it.

TCSD's request is associated with WYDOT's recent request to connect WYDOT's Workforce Housing to the Town sewer system through amendment of the TCSD Agreement. The WYDOT request (P21-121) was considered and approved at the November 15, 2021 regular Town Council meeting. The link to that staff report is here [P21-121 Staff Report](#).

All approved requests for changes from WYDOT and TCSD, and those recommended by staff, to the TCSD Agreement will be presented to Council for its consideration in the form of a draft amendment to the Agreement at a future Council meeting in Step #2.

EXISTING SERVICE AREA



FIGURE 1: VICINITY MAP Showing the three developments approved under the original TCSD Agreement.

TCSD REQUESTS

TCSD provided amendments it desires for the TCSD Agreement and staff has reviewed and discussed said requests with TCSD and will draft a revised TCSD Agreement subject to the conditions of approval herein and present it to Council at a future meeting.

Analysis.

Standard language and requirements for contracted service areas and Town Connection and Use Agreements have evolved since execution of the TCSD Agreement. The approved increase in services for the WYDOT Housing requires amendments to the TCSD Agreement. Staff finds that amendments to the TCSD Agreement are warranted.

Recommendations

CONDIONS OF APPROVAL

At this initial step (step #1), staff recommends the following conditions of approval:

1. The amended TCSD Agreement (step #2) requires Town Council Approval.
2. An amended TCSD Agreement shall be approved by the Town Council not more than one year from the date of approval of this request, otherwise this approval shall expire.
3. TCSD shall work in good faith with the Town Attorney and Town Engineer to draft an amended TCSD Agreement.
4. TCSD shall provide all the required exhibits for the Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer. Plan sheets should be scalable at 11"X17". Exhibits include but are not limited to: maps of the proposed service area, plans of the proposed infrastructure, lists of parcels with address and development information, etc.
5. That TCSD be one customer and that TCSD is responsible for managing and billing their customers.
6. The amended agreement will provide for the WYDOT deed-restricted Housing project previously approved by the Town Council.
7. That amended agreement provides that other individuals or entities ("Connectees" and customers of TCSD) in the vicinity of the TCSD Wastewater Conveyance System, must be approved on a case-by-case basis by the Town Council.
8. The amended agreement shall address: general updates to grammar, context, and wording for a coherent and readable document; remove language pertaining to a service district that never came to be; new connections and increased services; metering and meter reading; liability; costs for enforcement of the contract; governance of Connectees, establish who is the customer of the Town and who is a customer of the TCSD; disclosure of the agreement and binding of Connectees to codes and policies of the town; and other contractual matters to the approval of the Town Attorney and Town Engineer.

Possible Alternatives for Council Action.

1. Approve the request to amend, as presented or modified by Council.
2. Deny the request for amendment.
3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

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

Fiscal Impact.

There are one-time capacity fees that would be collected with permits prior to connection that would be determined by the fees established in Title 13 of the Town Municipal Code at the time of permit application. The ongoing fiscal impact thereafter are the wastewater usage fees paid to the Town.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the sewer collection and treatment systems and reductions in the Town systems' remaining future capacity.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 12 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting of an amendment to the TCSD Agreement will have the following impacts.

- CUA Sewer Drafting: 10-20 Hours for each Administration, Legal, and Public Works, for a total of 30-60 hours.
- CUA Finalization and Staff Reports: 8-16 Hours for each Administration, Legal, and Public Works for a total of 24 to 48 hours.

Attachments or Links.

The Applicant's application and supporting documents.

Note that this excludes a Draft Amendment to the TCSD Agreement. A draft agreement will be presented to council in Step #2.

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

I move to approve Teton County School District's request to amend the TCSD Agreement and direct staff to negotiate the amendments with TCSD and to present the amended Agreement to Council for its consideration at a future Council Meeting.



PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☐ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☐ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- Nelson
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☐ START
- ☐ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: July 30, 2021 Item #: P21-205	REQUESTS: The applicant is submitting a request for an amendment to a Sewer Connect located at 7605 S Highway 89, legally known as PT GOV LOT 7, PT SW1/4SE1/4, PT E1/2SW1/4, SEC 3, TWP 39, RNG 116. TRACT 1 For questions, please call Brian Lenz 733-0440 x1410 or email to the address shown below. Thank you.
Planner: Katelyn Page Phone: 733-0440 ext. 1302 Email: kpage@jacksonwy.gov	
Owner/Applicant: Teton County School District PO Box 568 Jackson, WY 83001	
Please respond by: August 13, 2021 (for Sufficiency) August 20, 2021 (with Comments)	

RESPONSE: For Departments not using Trak-it, please send responses via email to:
btlenz@jacksonwy.gov



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: Wastewater Treatment Facilities Connection and Use Agreement (Amendment)
Physical Address: 7605 S Highway 89 Jackson, WY 83001
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: Teton County School District Phone: 307.732.9409
Mailing Address: PO Box 568 Jackson, WY ZIP: 83001
E-mail: creynolds@tcsd.org

APPLICANT/AGENT.

Name: Same as owner Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

☒ Property Owner ☐ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

☐ Basic Use
☐ Conditional Use
☐ Special Use

Relief from the LDRs

☐ Administrative Adjustment
☐ Variance
☐ Beneficial Use Determination
☐ Appeal of an Admin. Decision

Physical Development

☐ Sketch Plan
☐ Development Plan
☐ Design Review

Subdivision/Development Option

☐ Subdivision Plat
☐ Boundary Adjustment (replat)
☐ Boundary Adjustment (no plat)
☐ Development Option Plan

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☒ Other: _____
☐ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

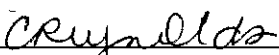
_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

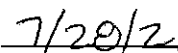
Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application,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



Signature of Property Owner or Authorized Applicant/Agent

Charlotte A Reynolds

Name Printed



Date

ED Communications/District Services

Title

**WASTEWATER TREATMENT FACILITIES
CONNECTION AND USE AGREEMENT
TETON COUNTY SCHOOL DISTRICT SEWER CONNECTION**

This Agreement is made and entered into to be effective as of the _____ day of June, 2017, by and between the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as “the Town”) and **TETON COUNTY SCHOOL DISTRICT, WY**, a duly organized school district, State of Wyoming, 1235 Gregory Ln, Jackson, WY 83001 (hereinafter referred to as "TCSD").

RECITALS

Whereas, the Town is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, and by means of these facilities makes wastewater collection and treatment services available to residents of the Town and, in some instances, adjacent or nearby areas of Teton County, Wyoming; and,

Whereas, Teton County School District is a public entity providing sewerage collection service to the new Munger Mountain Elementary School Site located in or around the Hog Island area of Teton County, Wyoming, also the Town recognizes TCSD agrees to allow both the Wyoming Department of Transportation Facility (WYDOT), located on 1040 E Evans Road, and Teton County Weed & Pest District Facility (TCW&P), located at 7575 S. Highway 89, to connect through TCSD and as such is the owner of certain utility systems contained therein, including a wastewater collection system, which connects to the Town of Jackson Wastewater Interceptor Main and thereby to the Town of Jackson Wastewater Treatment Facility; and,

Whereas, TCSD has requested formal authority and permission to connect to and utilize the Town’s wastewater collection and treatment systems for the benefit of the TCSD; and,

Whereas, the Town’s wastewater collection and treatment systems have adequate capacity to serve the current and anticipated future needs of the TCSD; and,

Whereas, on July 18, 2016, the Jackson Town Council voted to approve the Teton County School District Sewer Connection & Use Agreement, subject to four conditions of approval which are incorporated herein by reference, including that the TCSD is required to gain Final Wyoming Department of Environmental Quality (DEQ) Approval prior to executing this agreement and that all sewer capital, capacity and use fees associated with TCSD’s sewer line improvement project shall be paid prior to executing this Agreement; and,

Whereas, on May 15, 2017 the Jackson Town Council re-addressed this issue and voted to approve a motion to direct the Town Attorney to modify the agreement with the Teton County School District and the HIISD to allow for an optimal engineering and utilization design solution to be revised and brought back to the Council for approval; and,

Whereas, on May 22, 2017, a Special Town Council meeting was held and the Jackson Town Council approved a motion to approve the Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection including two updates presented today and any minor revisions made by the Town Attorney; and,

Whereas, on June 14, 2017, the Board of Trustees of Teton County School District approved a motion to approve the Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection; and,

Whereas, TCSD and the Town wish to set forth the details of the collection and treatment of waste via the TCSD waste collection system as more particularly hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Permission to Connect to the Town's Wastewater Collection System.

The Town hereby authorizes the TCSD to connect an optimally engineered and designed lift station(s), sewer force main(s), and gravity sewer(s) and appurtenances (hereinafter referred to as the "TCSD Wastewater Conveyance System") to the Town's wastewater treatment facility via the Interceptor Main Sewer connector and agrees to receive and properly treat wastewater generated by the TCSD subject to the terms and conditions set forth hereinafter. It is expressly understood by the parties, that the TCSD is not authorized to connect any other sewer services without prior approval from the Town of Jackson, other than the WYDOT facility located on 1040 E Evans Road and TCW&P facility located at 7575 S Highway 89 in Teton County, Wyoming.

The Town of Jackson might consider allowing additional sewer connections in the Hog Island area to the TCSD Wastewater Conveyance System in the vicinity of the system. Prior to any new sewer connections being allowed, the Hog Island area will need to create a sewer improvement service district, which identifies the area boundary showing all potential properties that might be allowed to connect to the TCSD Wastewater Conveyance System. Also the sewer improvement district will need to identify the total number of sewer taps allowed and submit such to Town Council for review, acceptance and approval.

Once a sewer improvement district is accepted and approved by the Town Council, all new Hog Island area sewer improvement district connections will be required to gain preapproval and acceptance by both the Town of Jackson through a Connection and Use Agreement and approval from TCSD through a Connection and Infrastructure Reimbursement Agreement.

2. Agreement to Treat Wastewater.

The Town hereby agrees to treat wastewater generated by TCSD, along with WYDOT and TCW&P, collected and transmitted via the TCSD wastewater collection system to the Town's interceptor and treatment facility, subject to the provisions set forth hereafter. TCSD will be treated the same as any other user located within the Town's boundaries, consistent with applicable Town policies and ordinances, and shall not be subject to disconnection for lack of capacity.

3. Payment of Cost of Construction, Operation, and Maintenance of the TCSD.

TCSD shall be solely responsible for paying all costs associated with the construction, use, operation and maintenance of its collection, transmission, and metering system as well as the cost of connecting its transmission system to the Town of Jackson Wastewater Interceptor Main system.

TCSD specifically shall be required to pay the sewer connection fees as assessed by the Town prior to connecting the completed System to the Town sewer main. The parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying their connection fees as assessed by the Town prior to connecting to the Town sewer main.

4. Construction Standards for Facilities.

All wastewater collection services, mains, backflow preventers, interceptors, lift stations and force mains constructed by TCSD have been and, in the future, shall be constructed to the applicable standards of the Town and shall be designed, constructed, tested and maintained to prevent ground water infiltration. The TCSD shall provide the Town with plans, specifications, testing records and verifications from a Wyoming Licensed Professional Engineer establishing to Town's reasonable satisfaction that all of TCSD existing facilities were designed, constructed and installed in accordance with designs, plans and specifications approved by the Town Engineer and the Wyoming Department of Environmental Quality (DEQ).

TCSD shall follow the more stringent of TCSD, Wyoming DEQ, and Town standards that apply to applicable, plumbing code, sewer main construction, and infiltration. The Town shall be contacted and given an opportunity to complete an inspection of the new sewer installation.

5. Payment of Wastewater Capacity Fees.

TCSD shall pay to Town capacity fees at the same rate as charged to Town of Jackson residences in accordance with applicable ordinances, resolutions, and

regulations of the Town, as they exist and may be modified from time to time and as determined in the sole discretion of the Mayor and Town Council of the Town of Jackson. TCSD specifically shall be required to pay the wastewater capacity fees as assessed by the Town prior to connecting to the Town sewer main.

The parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying all of their wastewater capacity fees assessed by the Town and associated with their connection to the Town sewer system through the TCSD Wastewater Conveyance System. Additionally, and TCSD will not allow such connection until such fees are collected by the Town.

6. Wastewater Rates.

TCSD shall pay wastewater treatment charges based upon its individual metered lift station usage, and the TCSD agrees to provide for such metering systems as may be approved by the Town Engineer. The rates for such services shall be the same rates that are charged within the Town, as those rates are determined from time to time by the Town, via ordinance, resolution, and regulation. Town's billing may include surcharges for extraordinary strength wastes in accordance with the then-applicable Town ordinances, resolutions, and regulations for such wastewater rates. Billing for user charges will commence at such time as TCSD wastewater meter is installed.

The parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying their wastewater treatment charges assessed by the Town.

7. Septic Dumping Prohibited.

Septic waste, hazardous materials, or other unapproved substances shall not be introduced into the County or Town systems without prior written approval from the Town Engineer.

8. Miscellaneous.

- A. The Town shall have access to the TCSD sewer facilities for the purpose of inspecting and testing of the facilities, and for the purpose of monitoring the wastewater flow and strength.
- B. TCSD shall provide the Town with plans, specifications, testing records and verifications from a Wyoming Licensed Professional Engineer establishing to Town's reasonable satisfaction that all of the TCSD existing facilities were designed, constructed and installed in accordance with designs, plans and specifications approved by the Town Engineer and the Wyoming DEQ.

9. Construction, Maintenance, Repair, and Indemnification.

TCSD and/or its successors and assigns shall be solely responsible for construction, maintenance, and repair of all of its service lines, collection mains, interceptors, lift stations, measuring devices, and force mains to the point of connection with the connector system which flows into the Town's wastewater collection system. TCSD shall maintain its collection system consistent with the Town's maintenance program and shall, upon written notification from the Town, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Town standards, by the Town Engineer and Department of Environmental Quality. Written notification that repairs have been completed is required from TCSD to the Town within thirty (30) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days. TCSD agrees to indemnify the Town for any violation by the TCSD of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation, related to pretreatment requirements, improper discharge into the Town's wastewater system by any of the TCSD users, or other activity of the TCSD in violation of such rule or law.

Town shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the TCSD system. TCSD shall, and does hereby agree, to indemnify and hold harmless the Town from against any and all cost, liability, expense, and cause of action resulting from TCSD operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Town becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by TCSD.

10. Voluntary Termination.

TCSD shall have the right to terminate this Agreement at any time upon ninety (90) days written notice to the Town of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of TCSD system to the Town's wastewater collection system. TCSD shall be responsible for all costs associated with termination and disconnection from the Town's wastewater collection system.

11. Enforcement.

This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event either party shall be required to bring an action to enforce its rights pursuant to this Agreement, the substantially prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees, incurred.

12. Entire Agreement/Amendment.

This Agreement constitutes the entire agreement between the parties and it may not be amended except by agreement in writing signed by the parties hereto.

Amendment clause

13. Binding/Severability.

This Agreement shall be binding upon the parties hereto and their successors and assigns in interest of the facilities set forth herein. In the event any portion of this Agreement shall be deemed unenforceable for any reason, such determination shall not affect the enforceability of any of the remainder of the provisions of this Agreement, which shall remain in full force and effect.

14. No Third Party Beneficiary Rights.

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and agree that only the parties' signatory to this Agreement shall have any legal or equitable right to enforce this Agreement, or to seek any remedy arising out of the breach of this Agreement.

15. Governing Law, Jurisdiction, Construction.

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

16. Sovereign or Governmental Immunity.

Neither the Town nor TCSD waive their sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the day and the year first above written.

**Teton County School District No. 1,
State of Wyoming**

Town of Jackson, WY

By: _____
Katherine L. Mead, Chair
Teton County School District Board of Trustees

By: _____
Pete Muldoon, Mayor

Attest: _____
Clerk

Attest: _____
Town Clerk

Teton County School District respectfully requests an amendment to the 2017 Wastewater Treatment Facilities Connection and Use Agreement between the Town of Jackson and TCSD.

When the agreement was originally executed it was intended that a new Improvement Service District would be formed and that public entity, the Hog Island Service District, would take over the operation and maintenance of the Munger Mountain Elementary School sewer system with the intent of providing sewer treatment services for the Hog Island area. The details of that operational plan are included in the 2017 agreement. Ultimately, an ISD was not formed and the District hired an entity to operate and maintain the TCSD Sewer Facilities. That agreement is attached for reference.

The District suggests that the agreement be updated to reflect the change in the operations and maintenance of the District's sewer facilities. The District has developed an application, including fee schedule, that is available for anyone interested in connecting to the District's sewer line. The application clearly states that in addition to obtaining approval from the District, an application must also be submitted and approved by the Town of Jackson.

This amendment request does not include an expansion of or changes to the current system. Attached to this request is the proposed red-lined version of the current agreement.

Thank you for your consideration of this amendment request.

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Regular Town Council
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Consideration of a Deed Restriction for 1070 #6 Elk Run Lane	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider a Workforce Ownership Special Restriction at 1070 #6 Elk Run Lane. This deed restriction is being purchased through the Preservation Program Pilot.

Requested Action.

Council will approve the deed restriction and authorize Mayor Morton-Levinson to sign the document.

Recommendations.

Staff recommends approval of the deed restriction. It is the standard Workforce Ownership template.

Background.

On January 11, 2021, the Board of County Commissioners ("Board") and Council approved the Preservation Program Pilot and directed and authorized the Jackson/Teton County Housing Authority ("Housing Authority") to utilize \$1,000,000 of 2019 SPET funds to purchase Workforce Ownership deed restrictions on existing homes in one of two ways:

- 1) The Housing Authority will pay a household to record a permanent deed restriction on their property.
- 2) A household may apply for down payment assistance to buy a property in return for recording a deed restriction on the property once the sale closes.

On July 12, 2021, the Council and Board made changes to the program, increasing the amount of funding that could be utilized to purchase a deed restriction to 20% of the home's value, not to exceed \$200,000.

This deed restriction was purchased through down payment assistance. The household is qualified as a Workforce household, an appraisal and inspection report were received and reviewed by Housing Department staff, and the closing for the home occurred November 17, 2021.

The sales price and appraised value for the home was \$1,050, 000. 20% of the home's value is \$210,000. The Housing Authority will provide the household with \$200,000 to use at closing as part of their down payment.

Analysis.

This request is consistent with the approved program and an appropriate use of the funds designated for the program.

Possible Alternatives.

This is an administrative step. Council has already approved this program. This deed restriction was purchased in accord with the rules of the program. Council is now authorizing the Mayor to execute on behalf of the Town of Jackson because the home is located within the Town limits. Two other deed restrictions have been purchased through this program and the deed restrictions were approved by the Board because they were located in Teton County, outside the Town limits.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan

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

Principle 5.3: Reduce the shortage of housing that is affordable to the workforce.

Principle 5.4: Use a balanced set of tools to meet our housing goals.

Housing Action Plan

Initiative 2C: Preserve existing workforce housing stock to avoid leakage.

Fiscal Impact.

In 2019, voters approved \$5,500,000 in SPET funds for housing. The Housing Authority is utilizing \$1,000,000 of these SPET funds for this pilot program. This will be the third home to close using this program, utilizing \$200,000. The balance for the pilot is \$514,700 with one additional approved purchase, 13 other households currently prequalified, and one other household beginning the process to sell a deed restriction on a home they already own.

Staff Impact.

The Housing Manager will ensure the deed restriction is recorded in the Teton County Clerk's Office.

Attachments or Links.

Special Restrictions for Workforce Ownership Housing Located at 1070 #6 Elk Run Lane.

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

I move to approve the Workforce Ownership Special Restriction for 1070 #6 Elk Run Lane and authorize the Mayor to execute the agreement on behalf of the Town of Jackson.

**Special Restrictions
For Workforce Ownership Housing
Located at
1070 Elk Run Lane Unit 6
Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 2021 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Lot 6 of Elk Run Townhouses Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on December 16, 1993 as Plat No. 792.

PIDN: 22-41-16-32-4-26-006 ("Residential Unit")

WHEREAS, Owner voluntarily applied to the Jackson/Teton County Affordable Housing Department Preservation Program for \$200,000 for the purchase of an existing home and, as a condition of Owner's participation therein and in consideration of the acceptance of the Preservation Program funding (collectively, "Approval"), Owner was required to provide and restrict as follows:

1070 Elk Run Lane Unit 6 with two (2) bedrooms. (hereinafter "Residential Unit").

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

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

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

Housing Department Rules and Regulations;

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”). Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves a minimum of 75% of its 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.

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

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified

Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

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

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

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

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

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

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

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

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

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

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

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

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

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such Owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

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

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

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

SECTION 5. RESALE OF RESIDENTIAL UNIT. At Resale, Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of the Residential Unit shall be subject to these Special Restrictions. The purchaser of the Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from Owner of such Owner’s desire to sell a Residential Unit, the Housing Department may purchase the Residential Unit. So long as Owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If Owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM RESALE PRICE. To further the Town of Jackson’s goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the original Owner’s purchase price, less the amount contributed to the purchase by the JTCHA Preservation Program, plus an increase in the price by a percentage equal to the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to Owner may be reduced to account for restoration or repair of the Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and absolute discretion. Finally, to ensure that the resale price of the Residential Unit is limited to the Maximum Resale Price, no purchaser of the Residential Unit shall assume any obligation of Owner, nor shall purchaser pay or provide to Owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 7. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 5 and 6 herein ("Option").

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide

written notice to Owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

NINTH, any remaining proceeds shall be paid to Owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, Owner hereby irrevocably appoints 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.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of

the defaulting Owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of the Owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

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

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

SECTION 9. QUALIFIED MORTGAGE.

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

1 Is an Owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one-half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

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

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

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

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

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

SECTION 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent

with the Town of Jackson's goals for affordable housing.

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

- 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an Owner.
- 2 The Housing Department did not exercise its rights as provided in Section 9, Qualified Mortgage.
- 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) an Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner of the foreclosed Residential Unit.

Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an Owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 9, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein. Nothing herein shall limit or restrict Owner's right of statutory redemption, in which event, if Owner redeems, these Special Restrictions shall remain in full force and effect.

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

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

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Unit, or any part thereof, their heirs, devisees,

successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson, Wyoming.

SECTION 12. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

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

To Owner

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

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions

are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. GOVERNMENTAL IMMUNITY. Neither the town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

OWNER:

Heather Smith

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of , 2021, the foregoing instrument was acknowledged before me by Heather Smith, as Owner, of 1070 Elk Run Lane Unit 6

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

TOWN OF JACKSON WYOMING

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2021, the foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor, of the Town of Jackson, Wyoming.
Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

ATTEST:

Lynsey Lenamond, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2021, the foregoing instrument was attested to before me by Lynsey Lenamond as Clerk, of the Town of Jackson, Wyoming.
Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of _____, 2021, the foregoing Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Condominiums Jackson Wyoming was acknowledged before me by Stacy A. Stoker as Housing Manager for the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Regular Town Council
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Consideration of a Deed Restriction for Unit 55-1 of the Virginian Condominiums	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider a Workforce Ownership Special Restriction at Unit 55-1 of the Virginian Condominiums. This deed restriction is being purchased through the Preservation Program Pilot.

Requested Action.

Council will approve the deed restriction and authorize Mayor Morton-Levinson to sign the document.

Recommendations.

Staff recommends approval of the deed restriction. It is the standard Workforce Ownership template.

Background.

On January 11, 2021, the Board of County Commissioners ("Board") and Council approved the Preservation Program Pilot and directed and authorized the Jackson/Teton County Housing Authority ("Housing Authority") to utilize \$1,000,000 of 2019 SPET funds to purchase Workforce Ownership deed restrictions on existing homes in one of two ways:

1. The Housing Authority will pay a household to record a permanent deed restriction on their property.
2. A household may apply for down payment assistance to buy a property in return for recording a deed restriction on the property once the sale closes.

On July 12, 2021, the Council and Board made changes to the program, increasing the amount of funding that could be utilized to purchase a deed restriction to 20% of the home's value, not to exceed \$200,000.

This deed restriction will be purchased through down payment assistance. The household is qualified as a Workforce household, an appraisal and inspection report were received and reviewed by Housing Department staff, and the closing for the home will occur on or before December 21, 2021.

The sales price and appraised value for the home were \$596,150. 20% of the home's value is \$119,230. The Housing Authority will provide the household with \$119,230 to use at closing as part of their down payment.

Analysis.

This request is consistent with the approved program and an appropriate use of the funds designated for the program.

Possible Alternatives.

This is an administrative step. Council has already approved this program. This deed restriction was purchased in accord with the rules of the program. Council is now authorizing the Mayor to execute on behalf of the Town of Jackson because the home is located within the Town limits. Two other deed restrictions have been purchased through this program and the deed restrictions were approved by the Board because they were located in Teton County, outside the Town limits.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan

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

Principle 5.3: Reduce the shortage of housing that is affordable to the workforce.

Principle 5.4: Use a balanced set of tools to meet our housing goals.

Housing Action Plan

Initiative 2C: Preserve existing workforce housing stock to avoid leakage.

Fiscal Impact.

In 2019, voters approved \$5,500,000 in SPET funds for housing. The Housing Authority is utilizing \$1,000,000 of these SPET funds for this pilot program. This will be the fourth home to close using this program, utilizing \$119,230. The balance for the pilot is \$395,470 with 13 other households currently prequalified and one other household beginning the process to sell a deed restriction on a home they already own.

Staff Impact.

The Housing Manager will ensure the deed restriction is recorded in the Teton County Clerk's Office. -

Attachments or Links.

Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 of the Virginian Condominium Addition to the Town of Jackson.

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

I move to approve the Workforce Ownership Special Restriction for Unit 55-1 of the Virginian Condominium Addition and authorize the Mayor to execute the agreement on behalf of the Town of Jackson.

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit 55-1 Virginian Condominiums
Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 2021 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Unit 55-1 of Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229, as further defined and described in the Declaration of Condominium recorded for said property.

PIDN: 22-41-16-33-2-09-001 ("Residential Unit")

WHEREAS, Owner voluntarily applied to the Jackson/Teton County Affordable Housing Department Preservation Program for \$98,365 for the purchase of an existing home and, as a condition of Owner's participation therein and in consideration of the acceptance of the Preservation Program funding (collectively, "Approval"), Owner was required to provide and restrict as follows:

Unit 55-1, with one bedroom. (hereinafter "Residential Unit").

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

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

WHEREAS, in furtherance of the goals, objectives, requirements and as a condition of the Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and

asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”). Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

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

Or

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

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

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. **Occupancy.**

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

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

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

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

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

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

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

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

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

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

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and

amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

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

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

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such Owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an Owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased Owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
- 1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
 - 2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
 - 3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with

the prior written consent of the Housing Department.

SECTION 5. RESALE OF RESIDENTIAL UNIT. At Resale, Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of the Residential Unit shall be subject to these Special Restrictions. The purchaser of the Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from Owner of such Owner’s desire to sell a Residential Unit, the Housing Department may purchase the Residential Unit. So long as Owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If Owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM RESALE PRICE. To further the Town of Jackson’s goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the original Owner’s purchase price, less the amount contributed to the purchase by the JTCHA Preservation Program, plus an increase in the price by a percentage equal to the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to Owner may be reduced to account for restoration or repair of the Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and absolute discretion. Finally, to ensure that the resale price of the Residential Unit is limited to the Maximum Resale Price, no purchaser of the Residential Unit shall assume any obligation of Owner, nor shall purchaser pay or provide to Owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 7. DEFAULT. Each of the following shall be considered a default (“Default”) subsequent to

notice and opportunity to cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 5 and 6 herein ("Option").

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

NINTH, any remaining proceeds shall be paid to Owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, Owner hereby irrevocably appoints 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.

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

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

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

SECTION 9. QUALIFIED MORTGAGE.

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

1 Is an Owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one-half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

1 be deemed unsecured; and

2 only be a personal obligation of Owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

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

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

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

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

SECTION 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as

applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an Owner.
- 2 The Housing Department did not exercise its rights as provided in Section 9, Qualified Mortgage.
- 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) an Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner of the foreclosed Residential Unit.

Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an Owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 9, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's right of statutory redemption, in which event, if Owner redeems, these Special Restrictions shall remain in full force and effect.

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

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

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson, Wyoming.

SECTION 12. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

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

To Owner

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

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. GOVERNMENTAL IMMUNITY. Neither the town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

OWNER:

Alison C. Kalenak

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of , 2021, the foregoing instrument was acknowledged before me by Alison C. Kalenak, as Owner, of Unit 55-1 Virginian Condominiums.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

TOWN OF JACKSON WYOMING

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2021, the foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor, of the Town of Jackson, Wyoming.
Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

ATTEST:

Lynsey Lenamond, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2021, the foregoing instrument was attested to before me by Lynsey Lenamond as Clerk, of the Town of Jackson, Wyoming.
Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of _____, 2021, the foregoing Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Condominiums Jackson Wyoming was acknowledged before me by Stacy A. Stoker as Housing Manager for the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public, My commission expires:

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Electric Distribution Easement for 430 & 440 West Kelly Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council will consider granting an electric distribution easement at 430 and 440 West Kelly Avenue to Lower Valley Energy ("LVE"). This is the site of a public-private partnership development that will create 12 new Workforce Ownership homes for individuals and families working in Teton County. The development also includes four Employee Rights of First Purchase for Town of Jackson employees.

Requested Action.

Council will consider approval of an Electric Distribution Easement to LVE and authorize the Mayor to execute said easement.

Recommendations.

Staff recommends approval of the easement.

Background.

Kelly Place Condos, located at 430 and 440 West Kelly Avenue, is a public-private partnership Workforce housing development. The Council approved the Ground Lease 12-unit development June 15, 2020, after 16 months of public process that included issuing a Request for Proposals for the development, Housing Supply Board review, and several public meetings.

The development broke ground June 2021 and seeks an electric distribution easement for Lower Valley Energy today as part of the ongoing construction. The homes are expected to be ready for occupants in summer 2022.

Analysis.

This request is typical for this type of construction and requires Town approval as the Town remains the property owner not the developer, Roller Development and Studio Tack.

Possible Alternatives.

Approve.

Approve with conditions.

Deny.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Lead by example by housing public employees. 2C
- Allow for supply of workforce housing by removing barriers. 5A

Fiscal Impact.

The property was purchased by the Town and County for \$1,703,416.03 in January 2019. The Town paid 45% of the purchase price or \$766,537.21. The easement being considered today has no additional fiscal impact to the Town.

Staff Impact.

Town Legal Staff spent approximately 1 hour reviewing the staff report, and the easement and its exhibits. The Joint Housing Director spent 2 hours on this item.

Attachments or Links.

Electric Distribution Easement

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

I move to approve the Electric Distribution Easement located at 440 West Kelly Avenue and authorize the Mayor to execute said easement, subject to minor changes required by the Town Attorney.

SEC.33, T41N, R116W

ELECTRIC DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, Town of Jackson, a Wyoming municipal corporation, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, a Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, technological upgrades or alteration and replacement of the electric distribution circuits, lines and equipment of the Grantee to be constructed and maintained under, upon and across the premises of Grantor in Teton County, State of Wyoming, along a line described as follows, to wit:

BEING a part of Lot 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to the plat recorded June 7, 1955 as Plat No. 143.

COMMENCING at the NW corner of said Lot 4, thence S90°E, 5 feet; thence easement begins and bears as a strip S0°E, 85 feet; thence S90°E, 20 feet more or less to a transformer.

RIGHT-OF-WAY Width 5 feet on each side of described line, together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities.

The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's distribution lines.

Grantor agrees that all poles, wires and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's attorney fees if action is undertaken by Grantee to enforce the commitments described in this easement. Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Each party shall have the remedy of specific performance regarding this easement. The rights and obligations described in this easement shall run with the land. This easement is not exclusive, and Grantor retains all rights not specifically granted by this easement. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming.

WITNESS the Hand of the Grantor, this ____ day of _____, 20____.

Town of Jackson

By: _____

Its: _____

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by _____, as
_____ of The Town of Jackson, this _____ day of
_____, 20____.

Witness my hand and official seal.

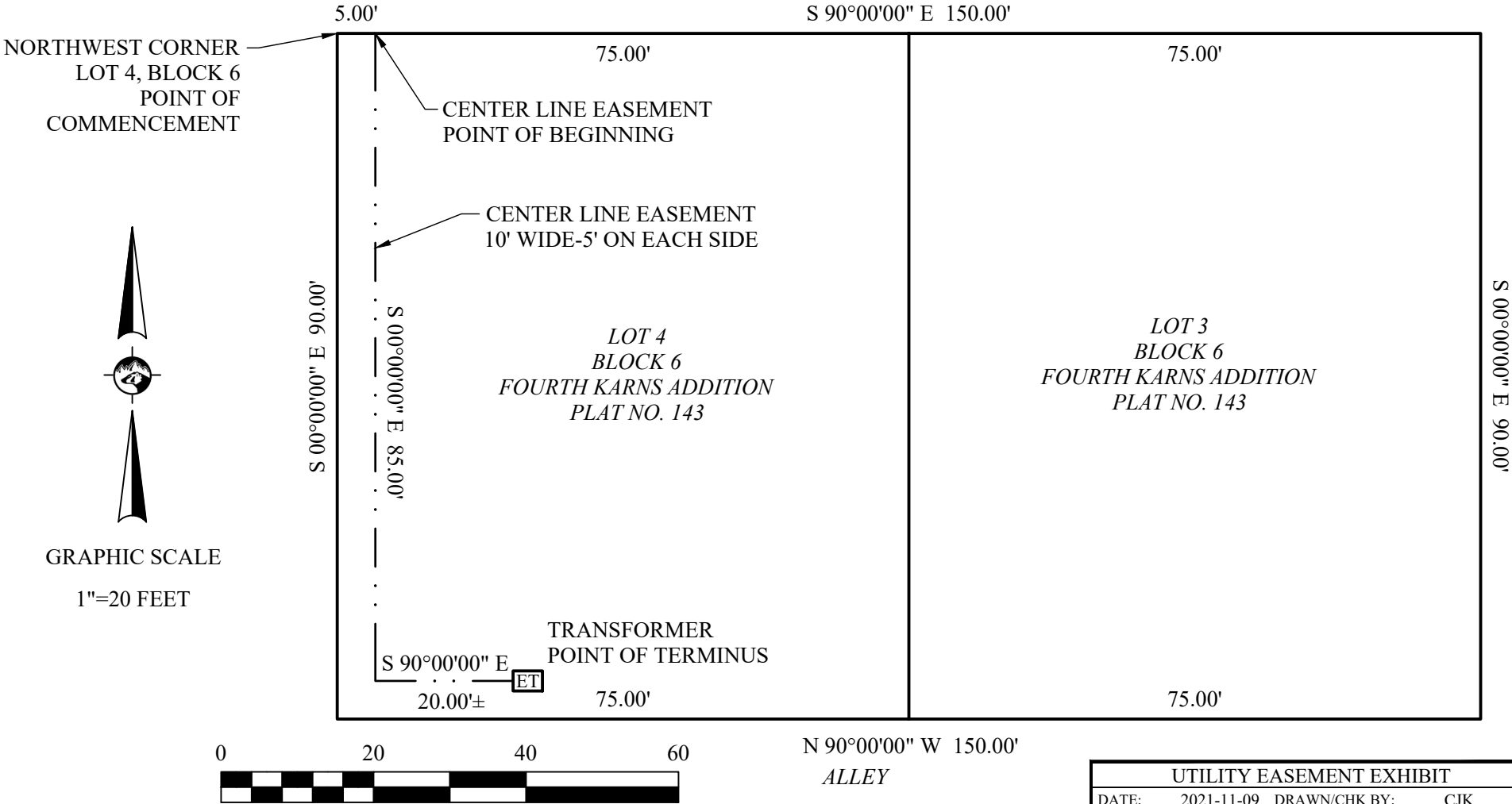
Notary Public

My commission expires:

UTILITY EASEMENT EXHIBIT

LOT 4 BLOCK 6
FOURTH KARNs ADDITION, PLAT NO. 143
SECTION 33, T41N, R116W, 6TH P.M. TETON COUNTY,
WYOMING

WEST KELLY STREET



THE BASIS OF BEARING IS EAST ALONG THE NORTH LINE OF LOTS 3 & 4,
BLOCK 6, PLAT OF FOURTH KARNs ADDITION, PLAT NO. 143, RECORDED
IN THE OFFICE OF THE CLERK TETON COUNTY, WY

THIS EXHIBIT WAS PREPARED FROM RECORD DATA.

UTILITY EASEMENT EXHIBIT

DATE: 2021-11-09 DRAWN/CHK BY: CJK

PROJECT: 20215 - LVE EASEMENT



BADGER
AERIAL MAPPING & SURVEYING

402 VAN DREFF ST.
SALMON, ID 83467
208-756-3070

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

STAFF REPORT



Meeting Date:	December 6 th , 2021		Meeting Title:	Regular Council Meeting
Submitting Department:	START Department		Presenter:	Bruce Abel, Interim Director
Agenda Item:	Approval of Lease for Parking at START Bus Facility		Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to secure Town Council approval to enter into a Lease Agreement between the Town of Jackson and Western Trails Charters and Tours dba Salt Lake Express to park Salt Lake Express buses at the START operations facility as part of START's Agreement with Salt Lake Express to provide contracted public transit bus service on behalf of START during the winter 2021-2022 winter season.

Requested Action.

Authorize the Mayor to enter into a Lease Agreement with Western Trails Charters and Tours, dba Salt Lake Express, to park up to four (4) Salt Lake Express (SLE) buses at the START operations facility.

Recommendations.

START Board and staff recommend that the Town approves the Bus Storage Lease Agreement between the Town of Jackson and Western Trails and Charters, dba Salt Lake Express (SLE), for the overnight parking of Salt Lake Express buses that will be used as part of the Agreement between START and Salt Lake Express to provide contracted public transit bus service on behalf of START during the winter 2021-2022 winter season.

Background.

Given the anticipated challenges in hiring a sufficient number of drivers to provide all anticipated START bus services during the 2021- 2022 winter season, the START Board of Directors on October 14, 2021 authorized Staff to issue a Request for Qualifications (RFQ) to solicit private contractors to provide a portion of START bus services. The RFQ was issued on October 19, 2021 and responses were due on October 29, 2021. Service would be provided by up to four (4) contractor provided buses Two responses were received and the START Board selected Salt Lake Express (SLE) to provide the service.

In order to provide the service, SLE requires a location to park the buses it will use and requested parking them at the START facility.

Analysis.

N/A

Comprehensive Plan & Priority Alignment.

Section 2. Climate Sustainability through Energy Conservation:

Principle 2.3 - Reduce energy consumption through transportation. Transportation accounts for approximately 80% of the total carbon emissions in the community.

Section 7. Multimodal Transportation:

Principle 7.1 - Meet future transportation demand through the use of alternative modes. Alternative Transportation means a transportation system including transit, bicycle, and pedestrian modes which offer alternatives to private motor vehicles travel for many trips.

Principle 7.2 - Create a safe, efficient, interconnected, multi-modal transportation network.

Fiscal Impact.

Salt Lake Express has reduced their rate charged to START to provide contracted bus services by \$50.00 per bus per day in lieu of compensation for the use of the START bus operations facility to park SLE buses used in the provision of SLE contracted bus services.

Staff Impact.

The START interim Director and START Counsel have devoted approximately 2 hours collectively to the preparation of the Lease document and staff report. START supervisory staff will oversee compliance with the terms of the Lease Agreement as part of their ongoing nightly duties.

Attachments or Links.

Bus Storage Lease Agreement

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

I move to authorize the Mayor to execute a Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, for the use of a portion of the START facility parking area to park up to four (4) Salt Lake Express buses used in the provision of contracted transit bus services for the winter 2021-2022 season, subject to minor changes required by the Town Attorney.

BUS STORAGE LEASE BETWEEN TOWN OF JACKSON
AND
WESTERN TRAILS CHARTER AND TOURS DBA SALT LAKE EXPRESS

This Bus Storage Lease Agreement (**Agreement**) is made and entered into, effective as of **December **, 2021**, (**Effective Date**), by and between the Town of Jackson (**Landlord**), located at 150 East Pearl Avenue Jackson, Wyoming 83001 and Western Trails Charter and Tours, dba Salt Lake Express (**Tenant**), located at _____ Rexburg, Idaho _____. (Landlord and Tenant are each a "**Party**" to this Agreement and are collectively the "**Parties**").

RECITALS:

WHEREAS, Landlord owns certain real property situated at 55 Karns Meadow Drive Jackson, Wyoming 83001 ("**Property**"); and

WHEREAS, Tenant desires to store its buses on a certain portion of the Property ("**Premises**"); and

WHEREAS, Landlord desires to rent the Premises to Tenant, and Tenant desires to rent the Premises from Landlord, upon the terms and conditions provided herein.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. **TERM.** This Agreement is for the renting of the above-described Premises for a term of 143 days, beginning on November 26, 2021 and concluding on April 11, 2022, or until such time as this Agreement is terminated in accordance with the terms herein. Tenant may not take possession prior to the beginning of the term on.
2. **RENT.** Tenant agreed to pay Landlord rent in the amount of \$50.00 per day/ per bus and has preemptively reduced their contracted service rate accordingly.
3. **STORAGE LOCATION.** The buses shall be stored on the Premises as set forth in Exhibit A. Landlord reserves the right to relocate the storage location on the Property at any time with 24 hours' notice.
4. **USE OF PREMISES; OCCUPANTS.** The Premises may only be used and occupied by Tenant for the purpose of storing its buses. Tenant may not allow any person other than its employees to enter or stay upon the Premises, or to permit activities other than those appurtenant to bus storage upon the Premises without written consent of Landlord.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant accepts the Premises in their existing condition, and agrees that the Premises are, at the time of this Agreement, in good order, repair, and in a safe, clean, and tenantable condition.
6. **ASSIGNMENT, SUBLETTING.** Tenant may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant may not make any alterations to the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord.
8. **TENANT CONDUCT AND RESPONSIBILITIES.** Unless otherwise stated, Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during this Agreement. Tenant's responsibilities include, without limitation, the following, and any departure therefrom requires Landlord's prior written consent:
 - a. Obey all rules and regulations provided by Landlord regarding the use and care of the Premises.
 - b. Keep all driveways clear and accessible.
 - c. Not place placards, signs, or other exhibits on the Premises.
 - d. Maintain order on the Premises, and not making, or permitting employees to make, loud noises that disturb the surrounds or otherwise create a nuisance.
 - e. Keep the Premises clean and tidy, removing therefrom all trash, garbage, rubbish, and refuse and not allowing said items to be deposited or accumulate on the Premises.
9. **MAINTENANCE; LANDLORD RESPONSIBILITIES.** Landlord agrees to maintain the Premises in a safe and habitable condition, with such costs being borne by Landlord unless the repairs were necessitated by the negligence or intentional acts of Tenant.
10. **DAMAGE TO PREMISES; COST TO REPAIR.** Damage to the Premises by Tenant, invitees, agents, or guests thereof, will be grounds for termination of this Agreement. Furthermore, Tenant is required to pay the costs of repair for damage it causes to the Premises over and above reasonable wear and tear.
11. **OBLIGATION TO NOTIFY.** Tenant will immediately notify Landlord of any accidents, dangerous conditions, or hazards on the Premises that have caused, are causing, or may cause injury or damage to the Premises or persons or property located therein.
12. **INSURANCE.** It is acknowledged that Landlord does not maintain insurance for Tenant's property damage or loss caused by any reason whatsoever. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees, unless resulting from Landlord's intentional or negligent acts.
13. **ENTRY OF PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement to enter the Premises for the purposes of making any inspections, repairs, or improvements as may be deemed appropriate by Landlord or required by law; to supply agreed services; to address an emergency; or as otherwise reasonably needed by Landlord. Tenant agrees to make the Premises available to Landlord or Landlord's agents for purposes permitted under this Agreement. No advance notice is required for Landlord's entry upon the Premises.
14. **TERMINATION.** Either Landlord or Tenant may terminate this Agreement upon 30 days' written notice.

15. **SURRENDER OF PREMISES.** Upon the termination or expiration of the Agreement, Tenant must surrender the Premises in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to reasonable wear and tear.
16. **QUIET ENJOYMENT.** If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises.
17. **INDEMNIFICATION.** Landlord will not be liable, and Tenant hereby waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant agrees to protect, indemnify and hold Landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises; and (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
18. **REIMBURSEMENT.** If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Agreement.
- If Landlord fails or refuses to comply with any of the terms and conditions of this Agreement, Tenant may carry out and perform such conditions at the cost and expense of Landlord, which amounts will be payable on demand to Tenant. This remedy will be in addition to such other remedies as Tenant may have by reason of the breach by Landlord of any of the terms and conditions of this Agreement.
19. **NOTICE.** Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

IF TO TENANT SEND TO:

Western Trails Charter and Tours, dba Salt Lake Express

Attn: _____

Rexburg, Idaho _____

IF TO LANDLORD SEND TO:

Town of Jackson

Attn: Town clerk
P.O. Box1687
Jackson, Wyoming 83001

Landlord and Tenant each have the right from time to time to change the place of notice by giving the other Party written notice of this change.

20. GENERAL TERMS

- a. Binding Effect of Agreement, Modification and Waiver. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed by the parties hereto, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.
- b. Severability. This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- c. Integration. The parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.
- d. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- e. Conflict of Laws, Jurisdiction, Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- f. Governmental Immunity. The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

- g. Electronic Signatures. The words “execution,” “signed,” “signature,” and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

TENANT:

WESTERN TRAILS CHARTER AND TOURS, DBA SALT LAKE EXPRESS

Sign: _____ Date: _____

LANDLORD:

TOWN OF JACKSON

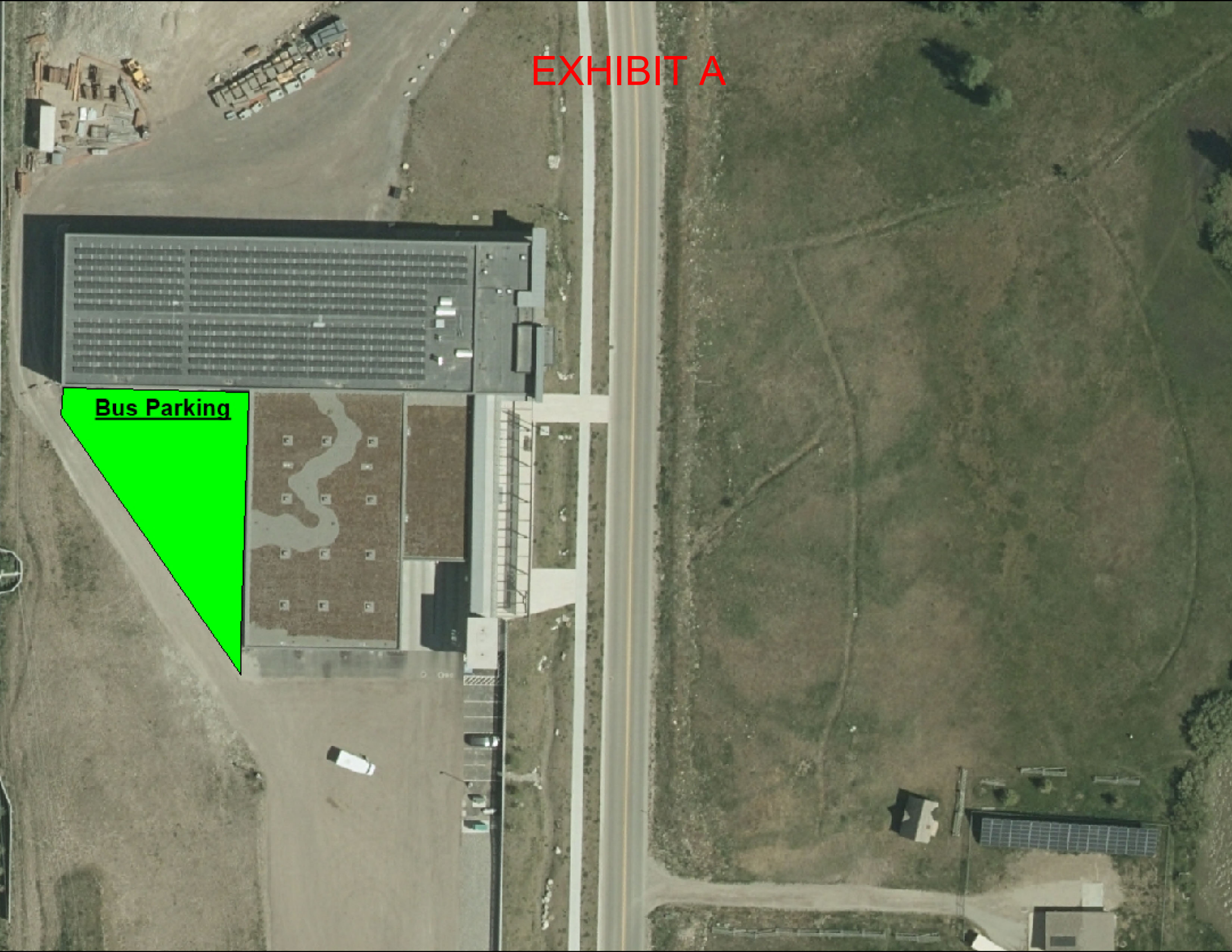
BY: Hailey Morton Levinson, Mayor

ATTEST _____

_____, Town Clerk

EXHIBIT A

Bus Parking



STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Parks and Recreation	Presenter:	Steve Ashworth
Agenda Item:	Land and Water Conservation Fund Grant Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

Approval of grant agreement with Wyoming Department of State Parks and Cultural Resources for the FY22 Land and Water Conservation Fund Grant award.

Requested Action.

Approval of Grant Agreement

Recommendations.

Staff recommends approval of agreement with Wyoming Department of State Parks and Cultural Resources for the FY22 Land and Water Conservation Fund Grant for improvements at Miller Park.

Background.

The Board of County Commissioners authorized through resolution the application for Land and Water Conservation Fund grant on December 4, 2020. The grant application is a 50/50 cost share for the installation of pedestrian sidewalk and accessible routes to existing picnic shelter, enhancing accessible parking, and providing electrical services to shelter at Miller Park. The total grant amount is for \$20,812.50. Cost share funding is currently funded through the FY22 approved capital budget.

Analysis.

Parks and Recreation staff has been working closely with Town of Jackson Planning and Public Works to ensure coordination within TOJ right of ways.

The project provides critical pedestrian accessible to park amenities and improves walkability along Gill Avenue.

Alternatives (Optional).

- Approve
- Deny

Comprehensive Plan & Priority Alignment.

Fiscal Impact.

Matching funds are currently approved in the Parks and Recreation Department FY22 Budget.

Staff Impact.

Staff have spent approximately 10-12 hours completing this application to date.

Attachments or Links.

- Grant Application
- Grant Agreement

Suggested Motion.

I move to approve the grant agreement with the Wyoming State Parks and Cultural Resources for the FY22 Land and Water Conservation Fund Grant to complete accessibility and other improvements to Miller Park.

Wyoming Land and Water Conservation Fund

Application

Please consult the Wyoming LWCF Handbook for guidance. <https://wyoparks.wyo.gov/index.php/learn/recreation-grants>

Application Deadline: December 31, 2020

The application must include these documents. Please use the checkbox to note inclusion.

- ☒ Project Application in Word format
 - ☒ Project Application signature page (scanned/pdf)
 - ☐ Optional: Estimated Elements of Costs in Excel Format
- ☐ PD/ESF Form in Word format (available on website)
- ☒ Copy of signed city/town council resolution whereby the Project Sponsor is authorized to apply for the project, the required project funds are available, and the park is set aside for perpetual outdoor recreational use as specified in the Land and Water Act, section 6(f)
- ☒ Minutes or evidence of meaningful public input
- ☒ State Historic and Preservation Office (SHPO) letter
- ☒ Wyoming Game and Fish letter regarding impact to land, water, and wildlife (NEPA)
- ☒ Evidence of land control:
 - * Lease Agreement.
 - * OR a copy of a TITLE OPINION signed by the sponsor's attorney or a copy of Title Insurance covering the involved property
- ☒ Current photos of the 6(f) property and the proposed project area.

Maps and Site Plans: Please see Handbook for guidance

- ☒ Site Location Map
- ☒ 6(f) Boundary Map
- ☒ Project Site Plan
- ☒ Floor plans of all proposed building showing conformance with the Architectural Barriers Act and Section 504 (if applicable)

If Applicable:

- ☐ Wyoming Game and Fish letter regarding Dingell-Johnson Act coordination
- ☐ Army Corp of Engineers Letter
- ☐ Public Health Letter
- ☐ Flood Insurance
- ☐ Environmental Impact Statement
- ☐ If new land will be acquired with LWCF funds, a statement that P.L. 93-646 "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" has been or will be followed.
- ☐ Note additional attachments here:

Mail one copy with all attachments to
Janet Jares, Grants Specialist
Wyoming State Parks and Cultural Resources
Division of State Parks and Historic Sites
2301 Central Avenue, Barrett Building, 4th Floor
Cheyenne, WY 82002

Also email all files to
janet.jares1@wyo.gov

Application Deadline: December 31, 2020

Instructions:

Type all information directly into this form. Answer boxes should automatically enlarge if typing exceeds the space. Mark check boxes by clicking (or double-clicking) on the box.

Save this document in Microsoft Word format. Mail and email it to arrive before the deadline.
Please see the Wyoming LWCF Handbook for guidance and information.

Applicant (Project Sponsor) and Park Information

Project Title: **Miller Park Pedestrian Sidewalk and ADA Improvements**

Project Location: **255 West Deloney Street**
Street Address or Location Description

Jackson, WY 83128
City/Town (or County) and ZIP Code

Project Acres/Area

Park Information: **Miller Park**
Park or Recreation Area Name

Township 41N Range 116w, Section 28
Township, Range, Section

N:43.48108 W:110.76590
Lat. & Long.

3.44
Past LWCF Numbers

New LWCF 6(f) Park Acres **Existing LWCF 6(f) Park Acres**

Project Sponsor: **Teton County, Wyoming**
Organization/City/County name

096690584
DUNS or SAM.gov UEI Number

5/26/21
SAM.gov expiration date

Mailing Address: **PO Box 811**
Street Address

Jackson, WY 83001
City, State ZIP+4 Code

Suite/Unit #

Phone: **307-732-5752** Email: **sashworth@tetoncountyywy.gov**

Person authorized to sign a contract or agreement: **Steve Ashworth**
Name (as used for formal documents)

Director
Title

Project Narrative and Scope of Work

Project Narrative: In the space provided summarize the project. Include a brief history, the need, and a timeline listing primary scope of work items.

Miller Park is located in the downtown Jackson area. The amenities available at the park (playground, tennis court, basketball court, and shelter) combined with its location draw thousands of residents and visitors during the spring/summer/fall use seasons. Additionally, Miller Park is used for many community special events, art fairs and activities. Jackson Chamber of Commerce statistics indicate that the Jackson area receives over 3.5 million visitors each summer/fall due to the town's proximity to both Grand Teton and Yellowstone National Parks. These statistics breaks down to an average daily visiting population of >60,000 during the tourist season. The downtown location of Miller Park thus makes it an attractive recreation area for both residents and visitors.

In 1972 Miller Park was developed utilizing Federal matching funds administered through the Bureau of Reclamation. Among the improvements was an internal asphalt walking path. This walking path was developed to provide an accessible route to park amenities such as a restroom and tennis court. Over the course of the last 40 years several improvements and replacements have taken place. The tennis court have been converted to pickleball courts, two picnic shelters have been installed, new playground equipment and fall area has been installed, and a new restroom facility has been installed. With the various updates and changes that have taken place at the park, the existing paved walking path no longer provides an ADA accessible route to the above amenities. Additionally, the paved pathway has deteriorated over 30 years, and therefore has been removed.

The proposed project would build on the many improvements completed over the last several years at Miller Park. In 2005 utilizing a LWCF Grant an accessible paved route was installed linking the restroom, sports courts and playground. The current project would further link park facilities by creating accessible pedestrian routes to both picnic shelters and creating dedicated ADA parking stalls. This would create ADA to all park amenities.

Total Project Budget	\$45,375
Amount Requested from LWCF	\$20,812.50

Public Participation, Coordination, and Support

Summarize the process used to solicit input and to identify and resolve conflict from the public and/or primary stakeholders. Note attached public notice, minutes, and evidence of public input. Also note the website (or attach) any existing recreational surveys or plans that include this project.

The proposed project was identified in the Teton County/Jackson Parks and Recreation Capital Improvement Plan since 2018. The plan was reviewed and approved by a seven member Park and Recreation Board, Teton County Commissioner, and the Town of Jackson Council. The process for identifying and prioritizing was completed in public meeting forums, as well as the final plan adoption.

Note the process used to involve your city, county, or other governing council and provide the date that the attached Proclamation was (or will be) signed. Include the Proclamation in attachments.

Teton County and The Town of Jackson Reviews and approves annual and five year capital improvements projects. This project was approved by Teton County, and authorized for grant application through resolution on December 15, 2020.

Summarize the process used to work with other organizations and agencies in your county or region, state agencies, and federal agencies in the planning and/or implementation of this project.

If this project includes boating, fishing, or waterways, note the Dingell-Johnson Act required coordination. (Consult the guidance on page 7 of the LWCF Handbook.)

NA

SCORP Reference

Note how this project is consistent with the Statewide Comprehensive Outdoor Recreation Plan (SCORP). See <https://wyoparks.wyo.gov/index.php/learn/recreation-grants>

Please make sure that the SCORP version includes the current year. Utilize Chapter 5: Goals and Priorities. Only one is required. Add additional lines if you have more than two.

Issue #	SCORP Recommendation
2	Improve and expand existing outdoor recreation facilities to meet the increasing demands of the public.
2	Addressing accessibility barriers, including but not limited to, facilities for all abilities and lack of equipment or proximity from home.

Property Information

Who currently owns the land where this project will be developed? (Attach title, deed, or lease.)

Town of Jackson, WY

Purchase date (or anticipated closing date if not yet acquired)

October 20, 1999

If leased, start date and date lease expires

Who owns the surface and sub-surface mineral rights? If it is not the Project Sponsor, how will conflicts be resolved? Also note any potential conflict with reserved mineral or other rights.

Town of Jackson, WY

Are there overhead utility lines on or near the project site? If there are, please call the SPCF staff for guidance.

NO

Are there easements at the site or nearby that are not controlled by the Project Sponsor? If there are, please call the SPCF staff for guidance.

NO

Summarize the current recreational uses of the park or area. If applicable, describe how the project will reduce recreational use facility conflicts or ease pressure on existing high use recreational facilities.

The park is a current community facility with picnic shelters, playground, basketball court and pickleball courts. The project enhances the facility by providing accessible paved routes to the picnic shelters, inclusive of accessible parking.

Describe how the project site is accessed. Include, as applicable, location of parking, walkways, and fences, and note access policies and procedures. (Please also mark access on the Project Site Plan.)

On street parking surrounds the facility. The park is bordered on three sides by municipal sidewalks. The project will provide the final connecting sidewalk on the northern boundary. The park is open to the public year around from sunrise to sunset, with the exception of the pickleball courts which have lights and are open until 10:00PM.

Park Activities. If this is a modification or enhancement of an existing park or recreation area, check the outdoor recreation activities within the entire park or recreation area.

All applicants, place a * by the activities that will be **within the funded area**.

Sports & Playfields

- ☐ General purpose playfields
- ☐ Baseball/Softball
- ☐ Football/Soccer
- ☒ Playground
- ☒ Tot lot
- ☒ Tennis courts
- ☒ Basketball
- ☐ Rifle/pistol range
- ☐ Trap/skeet field
- ☐ Archery range
- ☐ Rodeo arena
- ☐ Track facility
- ☐ Skateboard park
- ☐ Other:

Swimming Facilities

- ☐ Pool
- ☐ Wading pool
- ☐ Spray park
- ☐ Splash pool
- ☐ Swimming beach
- ☐ Bathhouse

Boating Facilities

- ☐ Launch ramp
- ☐ Berths
- ☐ Boat Lift

Fishing Facilities

- ☐ Pier
- ☐ Stream improvement
- ☐ Fishing access

Enclosed Shelter

- ☐ Pool
- ☐ Courts
- ☒ Picnic
- ☐ Ice Rink

Golf Course

- ☐ 18 hole
- ☐ Par 3
- ☐ Driving range
- ☐ 9 hole
- ☐ Miniature golf
- ☐ Pitch and putt
- ☐ Pro shop

Trails

- ☐ Hiking
- ☐ Horse
- ☐ Bicycle
- ☐ Motorized
- ☐ Nature
- ☐ Fitness

Winter Sports

- ☐ Ski lift
- ☐ Ski slope
- ☐ Ski jump
- ☐ Sled/toboggan run
- ☐ Skating rink
- ☐ Ski trails
- ☐ Snowmobile trails
- ☐ Warming huts

Support Facility

- ☒ Walkways
- ☒ Landscaping
- ☐ Equipment
- ☐ Roads

☐ Parking

☒ Lighting

☐ Signs

☒ Restrooms or showers bldg.

☐ Concession building

☐ Maintenance building

☐ Other:

Other

- ☐ Hunting
- ☐ Natural area
- ☐ Passive park
- ☐ Campground
- ☐ Picnic
- ☐ Amphitheater
- ☐ Lake/Pond impoundment
- ☐ Visitor center
- ☐ Interpretive center
- ☐ Other:

Project Information

Months, weekdays, and times when the completed project will be open and accessible to the public:

Year around seven days a week from sunrise to sunset

Intended use and multiple use for this project:

General public park access for recreation and gathering

Sponsor's maintenance plan and ability to maintain the property for outdoor recreation in perpetuity:

The park is a current facility managed by Teton County/Jackson Parks and Recreation Department under a Joint Powers Agreement between the Town of Jackson and Teton County.

Note any required inspections or permits:

Town of Jackson encroachment permit will be required for construction access and integration with public right of way.

Describe how the project and access to the project site conforms with both:

* The Americans for Disabilities Act (ADA) Accessibility Guidelines for Buildings and facilities—Architectural Barriers Act (ABA), 36 CFR Part 1191

* State Parks and Historic Sites of the Interior regulation of July 7, 1982, on Section 504 of the Rehabilitation Act of 1973 (43 CFR Part 17) and the "Minimum Guidelines and Requirements for Accessible Design" as issued by the Architectural and Transportation Barriers Compliance Board (ATBCBO, 36 CFR Part 1190).

The proposed project is providing improvements that directly address ADA accessibility to public infrastructure by providing paved ADA compliant accessible routes to both picnic shelters, inclusive of compliant ADA parking.

Summarize the Estimated Elements of Cost (from the Budget section below) that will be used, if any, to bring facilities or grounds into ADA and/or 504 compliance and note the amount.

The entire project is to address ADA compliance at \$45,375.00

If the property is within a flood plain, please note the company from which you have flood insurance and attach a copy of the flood insurance policy.

NA

Environmental Impact Assessment

Please utilize this assessment to determine if an Environmental Impact Statement is necessary. Please reference the Wyoming LWCF Handbook for guidance and more information.

The boxes should automatically enlarge as you type.

1. **Proposed Action:** Provide a description outlining the project (what, where, when, how). Address the major scope of work steps; features of the location (such as new or existing development, nearby buildings, wetlands, etc.); environment-related seasonal or time issues; and any other actions or work that may impact the environment.

The proposed project provides enhancements to an existing community park in the Town of Jackson. The park is bordered on all four sides by Town of Jackson road right of ways and on street parking.

2. **Immediate and Surrounding Environment:** Describe the soil, terrain, water, grasses, other vegetation geologic outcroppings, fauna, and note any buildings near the project area.

The project will be installed in existing manicured and irrigated turf consistent with adjacent development. All parking enhancements will be improvements to existing on street parking.

3. **Environmental Impact:** Summarize both negative and positive environmental impacts.

The proposed project will increase impermeable surfaces of 2200 SF this approximately 15% of the total park site.

4. **Alternatives:** Address alternatives to the proposed action such as other locations, less or greater development, no action.

Alternative access sites to the shelters were evaluated linking to existing paving to the south. This route was eliminated due to impacts with current park trees, excessive slopes and distance from parking.

5. **Public Controversy:** Address current or potential controversy. Note if the project is on or near land owned, controlled, or of special interest to Tribes. Note any concerns identified by other entities such as the Wyoming Game and Fish, Public Health, Army Corp of Engineers, or others.

The project has no public controversy.

6. **Categorical Exclusion:** If this project is subject to a NEPA Categorical Exclusion (CE) please note the CE Item number and description. (Please also note this information in the PD/ESF form under the State NEPA Pathway Recommendation section near the bottom of the form.)

7. **Assessor:** Note the name, title, qualifications, and affiliation of the person who completed this Environmental Impact Assessment.

Steve Ashworth, Director of Parks and Recreation, Registered Wyoming Landscape Architect LA0087B

Applicant Risk Assessment

Recipients and subrecipients of federal funds must be in financial good standing, not be subject to debarment of suspension, and have the capacity to monitor and administer the project, grant agreement, procurement, and funds. Applicants are expected to understand and utilize OMB 2 CFR part 200 in the administration of federal funds.

This assessment and other information may be utilized to develop special requirements or monitoring for LWCF subrecipients deemed at risk. Boxes should automatically enlarge as you type.

- 1 Who will manage the grant, procurement, financial, and reporting procedures and ensure prompt communication with SPCR staff?

Steve Ashworth, Director of Teton County/Jackson Parks and Rec. 307-732-5752

Name, job title, phone number

- 2 What experience and training does the grant manager have with federal grants?

30 years park project management and administration. Successful completion of 4 previous LWCF Grant projects.

- 3 What system or process is used for control and accountability of grant funds and expenditures? How are expenditures documented and tracked? What processes are in place to minimize time lapse between work completion, expenditures, and reimbursement requests?

Funding for the project is approved in full by the Teton County Board of County Commissioners. Teton County Clerk will oversee all expenditures, and the Teton County Treasurer will oversee all revenues.

- 4 What policies are in place to ensure procurement transactions are conducted in a manner providing full and open competition in accordance with 2 CFR section 200.319?

Procurement will be completed per WY State Statutes and Teton county Procurement policy. All procurement is reviewed and approved by the Teton County Attorney.

- 5 Has your organization ever experienced a federal debarment or suspension? If yes, please explain.

No

- 6 Who will manage the construction planning, implementation, and inspection phases of this project?

Steve Ashworth, Director 307-732-5752

Name, job title, phone number

- 7 Summarize the construction manager's experience especially with similar projects.

30 years of public project management. Licensed Wyoming Landscape Architect LA0087b

- 8 What systems are in place to ensure communication and coordination between the business office, construction manager and engineering office, and all contractors?

Project management shall be administer through staffing workplan approved by the Board of County Commissioners. Project Manager will provide all engineering and construction documents and will coordinate with Town of Jackson Public Works Director for right of way coordination.

- 9 How are change orders processed and what procedures are in place to ensure that costs are reasonable and necessary?

All change orders shall be reviewed and recommended by the project manager and County Attorney. Change orders are approved by the Board of County Commissioners.

- 10 When was the last outside independent audit completed?

Outside annual audits are performed yearly for Teton County. The most recent audit was completed 11/12020

- 11 Summarize any audit findings and their resolution.

Audit findings identified no necessary changes or alterations to fiscal management.

- | | |
|----|---|
| 12 | Summarize any recent, current, or anticipated employee vacancies that could affect grant management or project completion. |
| | No vacancies are current or anticipated that would impact the project. |
| 13 | Note any other information related to your ability to manage and complete this project. |
| | Teton County has successfully managed approximately \$20million capital projects annually.
Teton County has successfully managed and administered LWCF grant projects in the past. |

Budget

Instructions: Please organize anticipated costs by major scope of work elements. Items should be detailed based on procurement plans and be sufficient that the average person may know what is included. For example, Furnishings should have a list of anticipate furnishings. Construction should detail the construction deliverables. Please see the Wyoming LWCF Handbook for allowable costs, an example Estimated Elements of Cost, and tips.

Federal Share may not exceed Cash + In-Kind (50% of costs).

Total costs must be exact if calculated using units and unit costs (i.e. 4 units at \$2.39 = \$9.56).

Start and end dates should correspond to your scope of work plans. Completion should be no later than May 31, 2024.

Additional columns or lines may be added.

This form is available in Microsoft Excel format (<https://wyoparks.wyo.gov/index.php/learn/recreation-grants>)

Estimated Elements of Cost LWCF and Local Match

(A)	(B) Description	(C) No. of Units	(D) Cost Per Unit	(E) Total Costs	(F) Federal LWCF Share	(G) Cash Match	(H) In- Kind Match	(I) Est. Start Date	(J) Est. Comp. Date
1	Excavation and Base Prep	1	\$7,700	\$7,700	\$3,850	\$3,850		6/1/22	6/15/22
2	Concrete poured in place paving	2200sf	\$10.00	\$22,000	\$11,000	\$11,000		6/15/22	7/1/22
3	Turf Renovation/Irrigation/Sod	2400sf	\$1.50	\$3,600	\$1,800	\$1,800		7/1/22	7/15/22
4	Topsoil and grading	35cy	\$55.00	\$1,925	\$962.50	\$962.50		7/1/22	7/15/22
5	Electrical conduit/Wire/Bollard	1	\$6,000	\$6,000	\$3,000	\$3,000		6/15/22	7/1/22
6	ADA texture mats	2	\$200	\$400	\$200	\$200		6/15/22	7/1/22
7	Engineering/Project Mgt.	50 hr	\$75.00	\$3,750			\$3,750	11/1/21	7/15/22
8									
9									
10									
	TOTAL			\$45,375	\$20,812.50	\$20,812.50	\$3,750		

Note all other funds that will be utilized for this project here. This includes grants from other agencies.

Source of Funds	State, Federal, other	Intended Use	Amount

Check here if Estimated Elements of Cost are attached as a separate Word document or Excel document: ☐

Source of funds for Cash Match	Teton County, WY Capital Funds
Description of In-Kind Match	Teton County Staff

If **Retroactive Costs** are anticipated please star (*) those items in the Estimated Elements of Cost and provide the following information. Note if currently unknown. See Wyoming LWCF Handbook for more information.

1) the expense	
2) reason for the expense	
3) contractor	
4) date contract was signed	
Name and job title and qualifications of the person(s) who estimated these costs.	Steve Ashworth, Director- Registered Landscape Architect
Method used to estimate costs.	Utilization of current project units and values.

Certification

Please check the boxes for the statement that are true:

- ☒ The Project Sponsor is a State of Wyoming agency, city, town, school district, tribal government, or a special assessment district such as a recreation district.
- ☒ The Project Sponsor is not disbarred or suspended from participating in a federal grant and otherwise qualifies as a low-risk contractor as demonstrated on the Applicant Risk Assessment.
- ☒ Local funds are available and have been allocated to cover 100% of the costs of this project.
- ☒ Project Sponsor owns project property.
- ☐ Project Sponsor holds a lease for the project property with 26 or more years remaining.
- ☒ Reserved rights, including mineral rights, are compatible with the project.
- ☒ The park or recreation area legal description matches the site map and 6(f) boundary map.
- ☒ Provisions have been made to operate and maintain this project into the future.
- ☒ The park or recreation area designated as an LWCF 6(f) site will be set aside for only outdoor recreation into perpetuity.
- ☒ The construction time schedule is realistic. Significant variances will be reported to SPRC.
- ☒ The Elements of Cost were calculated utilizing industry standards.
- ☒ A process was utilized to solicit meaningful public or stakeholder input.
- ☒ The project plans were reviewed by stakeholders and that review is documented.
- ☒ Signs acknowledging LWCF participation will be posted upon project completion.
- ☒ All federal non-discriminatory laws and regulations and accessibility requirements as well as other program requirements will be followed.
- ☒ The Project Sponsor will notify LWCF staff promptly if there are significant changes or delays.
- ☒ This application is not a promise of funding or contract.
- ☐ If the project includes boating, fishing, or waterways, the plans were coordinated with the Wyoming Game and Fish (and Army Corp of Engineers if applicable) and we have applied for funds from the Sports Fish Restoration Program (CFDA 15.605). Those funds will not be used as a match.
- ☒ No work will take place on this project until an Agreement with SPCR is executed (or application not accepted/withdrawn). This application is not a promise of funding, contract, or agreement.

I certify that the information and all attachments are correct to the best of my knowledge.

Signature of person authorized to
submit this application: _____

Date: _____

Name printed or typed: Steve Ashworth
Job Title: , Director of Teton County/Jackson Parks and Recreation Department

(Please send a scanned version of this signed page with the email that contains the application.)

FAIN # P21AP12204
LWCF # 56-00931
CFDA # 15.916
Agency UEI # JK2SHLNHDBZ4
Subrecipient UEI # GGGLKTVKKRV7

**GRANT AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS
BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND
CULTURAL RESOURCES, DIVISION OF STATE PARKS,
HISTORIC SITES AND TRAILS AND
TETON COUNTY**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails (Agency), whose address is: 2301 Central Avenue, Barrett Bldg., 4th Floor, Cheyenne, Wyoming 82002, and Teton County (Subrecipient), whose address is: PO Box 811, Jackson, Wyoming 83001.
2. **Purpose of Grant Agreement.** The purpose of this Grant Agreement is to set forth the terms and conditions by which the Agency shall provide federal Land and Water Conservation Fund Grant (LWCF) funds to the Subrecipient and the Subrecipient shall undertake and complete all materials, projects and services described in Attachment A, Statement of Work: 56-00931 Miller Park Pedestrian Sidewalk and ADA Improvements (Project), which is attached to and incorporated into this Grant Agreement by this reference. Performance by Subrecipient of the requirements of this Grant Agreement and compliance with all LWCF program rules and regulations is a condition to Subrecipient's receipt of monies hereunder.
3. **Term of Grant Agreement.** This Grant Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Grant Agreement is the Effective Date through September 30, 2024. All services must be completed during the Period of Performance and may not begin until a Notice to Proceed is received. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.**
 - A. The Agency agrees to reimburse the Subrecipient for the services described in Section 6 below and in Attachment A. Total reimbursement under this Grant Agreement shall not exceed twenty thousand eight hundred twelve dollars and fifty cents (\$20,812.50). Payment shall be made in accordance with the budget set forth in Attachment A. The Subrecipient shall submit Reimbursement Requests using the required reimbursement form, an example of which is attached and incorporated herein as Attachment B, after work has been completed. Payment shall be made within forty-five (45) days after submission of invoice

pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant Agreement.

- B.** No payment shall be made for work performed before the Effective Date of this Grant Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C.** Except as otherwise provided in this Grant Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Grant Agreement.

5. Principal Contacts.

- A.** Agency: Janet Jares, Grants Specialist, or designee
2301 Central Avenue, Barrett Building, 4th Floor
Cheyenne, Wyoming 82002, 307-256-1047
Janet.Jares1@wyo.gov
- B.** Subrecipient: Project Manager
Steve Ashworth, Executive Director, or designee
PO Box 811, Jackson, Wyoming 83001, 307-732-5752
sashworth@tetoncountywy.gov

6. Responsibilities of Subrecipient.

- A.** The Subrecipient agrees and warrants that it owns, in fee simple, the property upon which the Project is to be located.
- B.** The Subrecipient by this Grant Agreement does hereby dedicate, in perpetuity, the Project and the real estate upon which the Project is located, as described in Attachment A and Attachment C, Maps, which is attached to and incorporated into this Grant Agreement by this reference to the use and benefit of the public for purposes of outdoor recreation. Subrecipient further agrees that it shall cause notice of this dedication to be properly recorded with the county recorder in the county where the property is located and provide evidence of the recording to the Agency.
- C.** The Subrecipient agrees and warrants that prior approval in writing shall be obtained from the Agency with respect to alteration or conversion of use, in part or total, of the facility or of the real estate described in Attachment A and Attachment C.

- D.** The Subrecipient agrees and warrants that applicable federal laws with respect to barrier free access have been complied with in the design and function of the facility as described in Attachment A.
- E.** The Subrecipient agrees to cover at least fifty percent (50%) of the total cost of the acquisition and development of the Project, said percentage determined by the Agency, depending on the amount of federal funds made available to the Agency. The Subrecipient shall pay in full all of the costs of the acquisition and development of the Project and shall be reimbursed not more than fifty percent (50%) of the total cost.
- F.** The Subrecipient agrees and warrants that it will maintain and operate said Project and the real estate in perpetuity. Property management standards set forth in 2 C.F.R. §§ 200.310 through 200.316 apply to this Agreement into perpetuity.
- G.** The Subrecipient agrees to acquire, develop, and maintain the Project in strict accordance with the LWCF guidelines, rules and regulations as are set out in the LWCF Federal Assistance Manual Volume 71, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, which is incorporated into this Grant Agreement by this reference.
- H.** The Subrecipient agrees to establish and maintain a separate Project account, either independently or within its existing accounting system, identifiable as the Project account. All charges to the Project account shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail how the charge is allowable, allocable and reasonable, in accordance with the rules and regulations of the LWCF guidelines.
- I.** The Subrecipient agrees to establish a Project file system in which all checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified with grant number and readily accessible. All of the above-mentioned documents, including reimbursement request packages and inspection reports, shall be kept in the Project file and available for review at any time.
- J.** Subrecipient agrees to retain for a period of three (3) years after final payment all records related to the Project which are required to be retained pursuant to this Grant Agreement or the LWCF program rules and regulations. Prior to closeout all copies of significant maps and records shall be submitted to the Agency for retention in perpetuity in compliance with Section 6 (f) (3) of the Land and Water Conservation Fund Act of 1965. Should the Subrecipient need to dispose of records the Subrecipient shall gain permission from the Agency prior to taking any action.
- K.** The Subrecipient agrees to complete the Project as described in Attachment A.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Secure funding from the National Park Service, as provided in the LWCF guidelines and as are made available by the Federal Government, for the Project and pay Subrecipient in accordance with Section 4 above.
- B. Pay Subrecipient in accordance with Section 4 above.
- C. Retain all records related to the Project as set forth in this Grant Agreement and all applicable LWCF program rules and regulations.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant Agreement may be terminated without penalty if a private entity that receives funds under this Grant Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Grant Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Grant Agreement that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Grant Agreement; and to observe personnel in every phase of performance of Grant Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant Agreement.
- Federal law requires the Subrecipient to include all relevant special provisions of this Grant Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Grant Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant

Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant Agreement.

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Land and Water Conservation Fund 36 C.F.R. Part 59; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Grant Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Grant Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant Agreement.

- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant Agreement must be used to increase the scope of the program or returned to Agency.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Grant Agreement which are mutually agreed upon by the parties to this Grant Agreement shall be incorporated by written instrument, executed by all parties to this Grant Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Grant Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Grant Agreement Shall Not be used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant Agreement without the prior written consent of the other party. The Subrecipient shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant Agreement, the Grant Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be

affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Grant Agreement or may award contracts to other contractors for work related to this Grant Agreement. The Subrecipient shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Grant Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Grant Agreement.** This Grant Agreement, consisting of twelve (12) pages; Attachment A, Statement of Work: 56-00931, Miller Park Pedestrian Sidewalk and ADA Improvements, consisting of three (3) pages; Attachment B, Reimbursement Form, consisting of one (1) page; Attachment C, Maps, consisting of three (3) pages; and the LWCF Federal Assistance Manual Volume 71, consisting of one hundred twenty three (123) pages, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, represent the entire and integrated Grant Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant Agreement and the language of any attachment or document incorporated by reference, the language of this Grant Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term

described herein. Any extension of this Grant Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant Agreement.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Grant Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Grant Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Grant Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant Agreement.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the

Subrecipient in the performance of this Grant Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b) (iv).
- S. Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Grant Agreement.** This Grant Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant Agreement may be terminated by the Agency immediately for cause if the

Subrecipient fails to perform in accordance with the terms of this Grant Agreement.

- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Grant Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Grant Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Grant Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Grant Agreement by the Agency.

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10. **Signatures.** The parties to this Grant Agreement, either personally or through their duly authorized representatives, have executed this Grant Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant Agreement.

The Effective Date of this Grant Agreement is the date of the signature last affixed to this page.

AGENCY:

State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails

Dave Glenn, Deputy Director

Date

SUBRECIPIENT:

Teton County

Steve Ashworth, Director

Date

Natalia Macker, Board of County Commission Chair

Date

Attestation: Maureen Murphy, Teton County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Meg Pope # 217377
Megan Pope, Senior Assistant Attorney General

11/3/21
Date

Attachment A: Statement of Work
Miller Park Pedestrian Sidewalk and ADA Improvements (Teton County)

A. Background:

This project will link Miller Park facilities to both existing picnic shelters and create ADA parking stalls, including texture mats, to facilitate accessibility. The pathways will be constructed with concrete poured in place paving. This work will connect the shelters that are on the NE and NW corners of the park, near Gill Avenue.

B. Administrative Requirements:

1. Provide documentation of adherence to 2 C.F.R. §200.92 Subaward, 200.101 Applicability, and 200.331 Requirements for passthrough entities. A form for this purpose is available upon request.
2. Provide documentation that consultants, procurement, purchases, and all contracted work greater than \$3,000.00 were acquired in accordance with 2 C.F.R. §§200.318-200.320. A form for this purpose is available upon request.
3. Prior approval is required in the case of any budget or program revisions in accordance with 2 C.F.R. §200.308. Budget line amounts may exceed the amounts specified. Total reimbursements will not exceed the amount stated in the Agreement.
4. This Agreement is subject to U.S. Executive Order 113858 entitled “Strengthening Buy-American Preferences for Infrastructure Projects.”
5. Wyoming preference is not applicable for bidding processes or contracts in conjunction with this Agreement.

C. Scope of Work:

1. Install appx. 2,200 sq. ft. concrete poured in place paving.
2. Install appx. 2,400 sq. ft. turf renovation, irrigation, and sod.
3. Install two ADA texture mats to facilitate ADA parking.
4. Provide final inspection document stamped by professional engineer or other qualified party.
5. Install a Land and Water Conservation Fund sign at the park entrance.
6. A final LWCF Recreation Area Boundary Map, similar to the map presented in Attachment C, shall be confirmed and a copy signed by the Agency’s designee shall be placed in the Recipient’s files.
7. Provide progress reports annually during the months of March and August, one report ninety (90) days following the Effective Date and a final report within thirty (30) days of completing the project.

D. Property Description:

Miller Park is encumbered for perpetual outdoor recreation use in compliance with the *Land and Water Conservation Fund Act (LWCF Act)*. Miller Park is located at or around 255 West Deloney Street; Section 30, Township 14, Range 66 West; coordinates 43.48108N and 110.76590W, consisting of 3.44 acres. The project site and park boundary are shown in Attachment C.

E. Budget

Reimbursements shall be made based upon the following cost elements (Description) and completion of the Agreement and this Statement of Work. The budget amounts may be adjusted between line items. Federal Share may not exceed 50% of actual expenditures.

(A)	(B) Description	(C) No. of Units	(D) Cost Per Unit	(E) Total Costs	(F) Federal LWCF Share	(G) Cash Match
1	Excavation and Base Prep	1	\$7,700	\$7,700	\$3,850	\$3,850
2	Concrete poured in place paving	2200sf	\$10.00	\$22,000	\$11,000	\$11,000
3	Turf Renovation/Irrigation/Sod	2400sf	\$1.50	\$3,600	\$1,800	\$1,800
4	Topsoil and grading	35cy	\$55.00	\$1,925	\$962.50	\$962.50
5	Electrical conduit/Wire/Bollard	1	\$6,000	\$6,000	\$3,000	\$3,000
6	ADA texture mats	2	\$200	\$400	\$200	\$200
	TOTAL			\$41,625	\$20,812.50	\$20,812.50

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**LAND AND WATER CONSERVATION FUND (LWCF)
FEDERAL PROTECTION FOR OUTDOOR RECREATION**

This document and the ASLO signed LWCF Boundary Map must be recorded with the property deed upon close-out.

The property indicated on the attached Boundary Map was acquired and/or developed with a grant from the Federal Land and Water Conservation Fund (LWCF). This grant program is administered at the federal level by the U.S. Department of the Interior National Park Service (NPS) and at the State level by the Wyoming Department of State Parks and Cultural Resources (SPCR). Grants are generally made to local units of government to acquire or develop local parks. The recipient agency is identified on the LWCF Boundary Map.

The *Land and Water Conservation Fund Act of 1965* (Public Law 88-578; 78 Stat. 897) Section 6(f)(3) states that property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation in perpetuity. Any property so acquired or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the pre-approval of SPCR and the U.S. Department of the Interior. The Department of the Interior has the ultimate authority to disapprove conversion requests and/or reject proposed property substitutions.

Conversions generally occur in the following situations:

1. Property interests are conveyed for non-public outdoor recreation uses.
2. Non-outdoor recreation uses (public or private) are made of all or part of the project area.
3. Indoor recreation facilities, which do not support facilities for outdoor recreation, are developed within the park.
4. Public outdoor recreation use of the property is terminated.

Examples of typical conversions are new public thoroughfares, utility lines, indoor recreation facilities (community centers, swimming pools, etc.), other civic structures (fire stations, schools, libraries, fairgrounds, town halls, etc.); and the introduction of exclusive (nonpublic) uses.

If a conversion cannot be avoided, the project sponsor will be held responsible to see that real property of equivalent value, usefulness and location are provided to replace that converted at the park site as indicated on the attached map. Repayment of the grant funds or the provision of replacement facilities is not an acceptable form of mitigation.

LWCF regulations also specify that all future utilities constructed or renovated on the site must be installed underground. Future utility lines in and near the project area require approval prior to their construction.

The provisions of the *LWCF Act* apply in perpetuity and thus continue with the land even after any LWCF assisted facilities have served their useful lives and been discontinued.

Proposed conversions must receive advance approval from SPCR and the U.S. Department of the Interior. Replacement property must receive federal approval prior to its acquisition. Conversion requests involve specific detailed documentation. Please contact SPCR to obtain further information regarding a conversion. The Agency's contact is:

Louisa Lopez, Recreation Grants Manager
Wyoming Department of State Parks and Cultural Resources
2301 Central Avenue, Barrett Bldg., 4th Fl. - Cheyenne, WY 82002
Phone: 307-777-6491 Email: louisa.lopez@wyo.gov

Attachment A: Statement of Work
of the Grant Agreement between the State of Wyoming, Department of State Parks and Cultural Resources,
Division of State Parks, Historic Sites and Trails and Teton County

LWCF Reimbursement Request

(This form must accompany your next billing along with proper documentation.)

	Check One		
Billing Number 1	Partial Billing 	Final Billing 	

PROJECT NAME: **Miller Park Pedestrian Sidewalk and ADA Improvements**

PROJECT SPONSOR: **Teton County** EIN NUMBER: _____

PROJECT NUMBER: **56-00931** PROJECT PERIOD: **X - September 30, 2024**

PERIOD COVERED BY THIS BILLING:

From To

Invoices from the following vendor(s) are attached:	Invoice #	Invoice Date	Front & Back of Payment Check Attached	Check Number	Amt Paid to Vendor
(vendor name here)					\$
					\$
					\$

ELEMENTS OF COST		ESTIMATED COSTS	PREVIOUS BILLINGS	AMOUNT THIS BILLING
1	Excavation and Base Prep	\$7,700		
2	Concrete poured in place paving	\$22,000		
3	Turf Renovation/Irrigation/Sod	\$3,600		
4	Topsoil and grading	\$1,925		
5	Electrical conduit/Wire/Bollard	\$6,000		
6	ADA texture mats	\$400		
7				
8				
9				
10				
11				
Total		\$41,625.00	\$0.00	\$0.00
Withheld for Retainage		total retainage to date	\$0.00	\$0.00
Total Less Retainage				\$0.00
AMOUNT REQUESTED (Not to exceed 50% of billing; reimbursement actual expenditures)				\$0.00

PERCENT OF WORK COMPLETED	%	Federal Funds May Not Exceed:	\$20,812.50
Accomplishments to the Scope of Work this Billing Period			
Challenges or Changes in the Scope of Work			
Current Anticipated Completion Date			
To Be Completed by Department Staff		Federal Funds to Pay	
Staff signature authorizing payment			

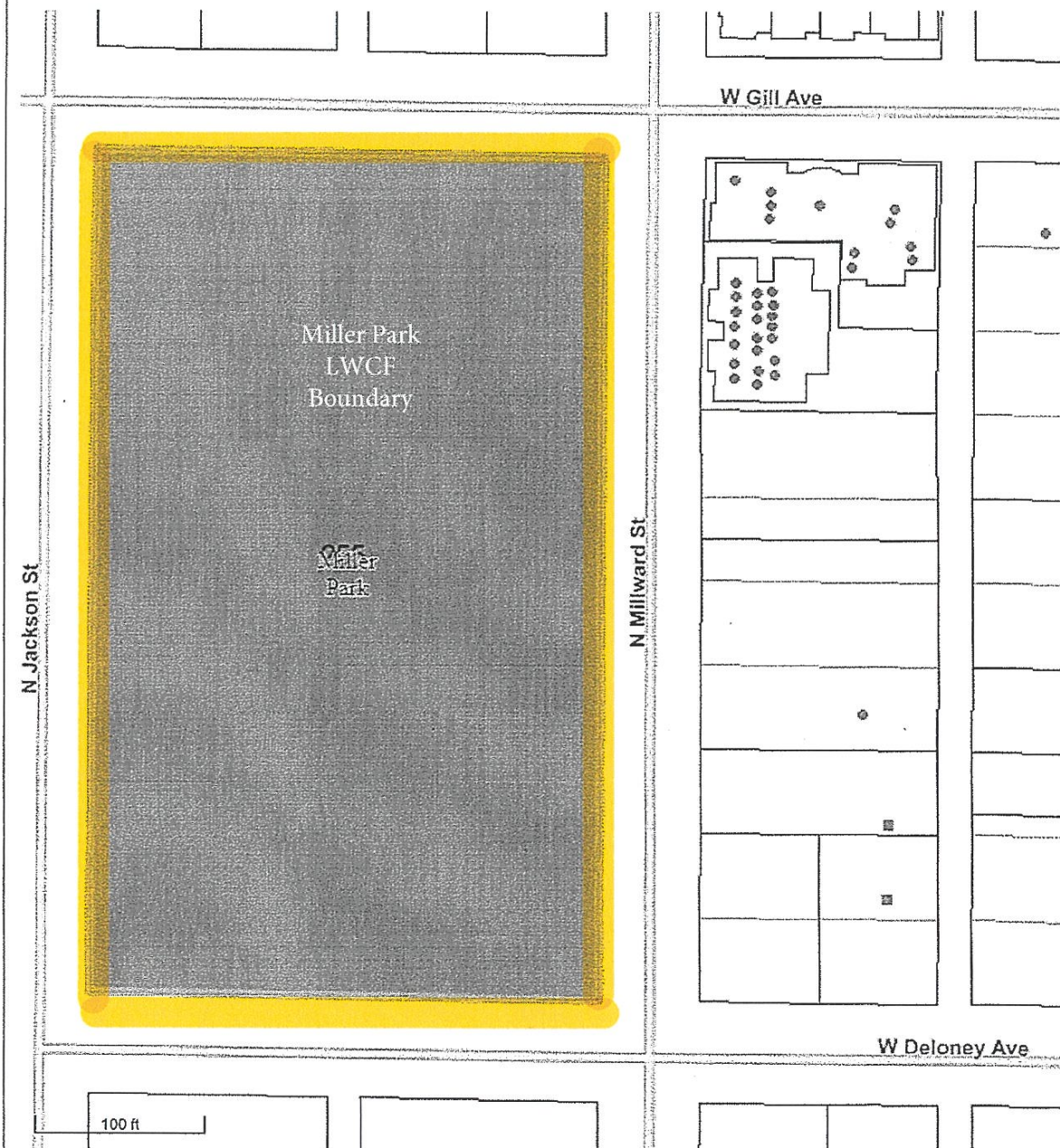
I certify that this billing is correct and just and is based upon actual payment of record; that reimbursement has not been received; that the work and services are in accord with the approved project agreement including amendments thereto; and that the progress of the work and services under the project agreement is satisfactory and is consistent with the amount billed.

Signature

Date

Name and Title: _____

Teton County Wyoming MapServer



Teton County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

LWCF Recreational Area Boundary Map

printed 12/21/2020

Date: April 6, 2021

Project #: 056-00931
 Project Name: Miller Park Sidewalk & ADA
 255 W Deloney S, Jackson, 83001-8719
 Location: Section 30; Township 14; Range 66 West
 N: 43.48108; W: 110.76590
 Acres New: Acres Existing: 3.44

SLO/ASLO Signature:

Luisa Lopez

Project Sponsor Signature:

[Signature]

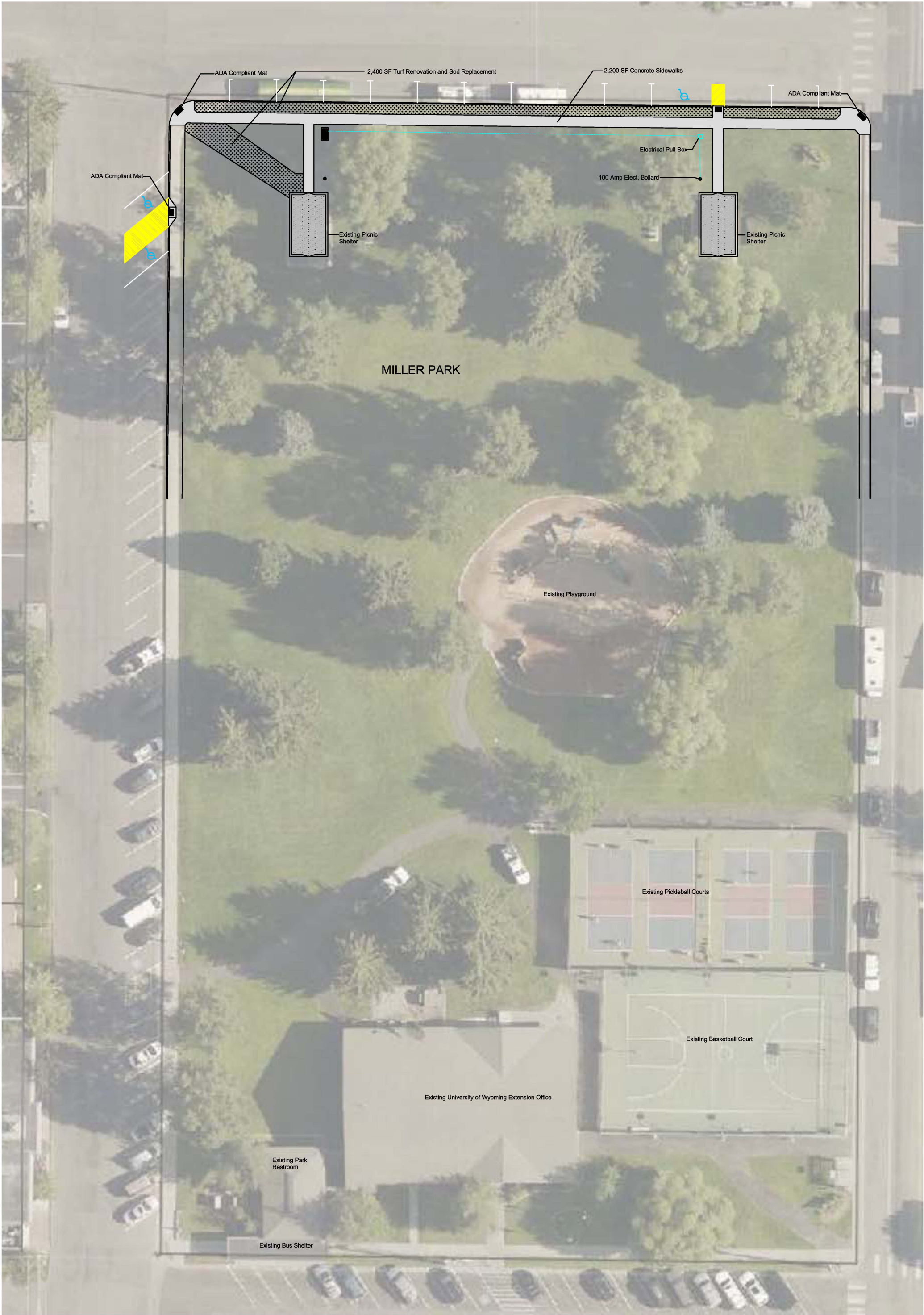
https://maps.greenwoodmap.com/tetonwy/mapserver/map#zcr=10.15218097241487/2443658.6599404604/1415103.4974351262/0&lyrs=state_fed,w... 1/1

Teton County Wyoming MapServer



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printed 12/21/2020



STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Excused Absences	Public Comment:	Yes

Purpose & Policy Considerations.

Pursuant to Section 2.04.060.A., the Town Council can excuse absences of members of the governing body by a simple majority vote.

Requested Action.

Staff requests the Town Council act on whether to excuse the four or more consecutive absences from regular meetings that occurred in 2021 of Councilmember Rooks and Mayor Morton Levinson.

Recommendations.

Staff recommends the Town Council act on whether to excuse the four or more consecutive absences from regular meetings that occurred in 2021 of Councilmember Rooks and Mayor Morton Levinson.

Background.

At the regular Town Council meeting held on October 18, 2021 where the Rules and Procedures were adopted, staff mentioned that once Ordinance 1300 was adopted, staff would bring forward a request to act on the four consecutive absences from regular meetings for Councilmember Rooks and Mayor Morton Levinson. Ordinance 1300 became effective upon advertising on November 17, 2021. In order to address the absences in question, staff is recommending motions be made as listed at the end of this staff report and acted upon.

Please note that other Councilmembers have been absent from regular meetings, but they were not absent for four consecutive regular meetings and therefore do not need to be addressed. Moving forward, action on absences from regular meetings would not need to be addressed unless they reach the threshold of four or more consecutive regular meetings. However, Council may choose to address any absence at the time it occurs.

Analysis.

It is appropriate for Council to consider excusal of the absences.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

Fiscal Impact.

There is no fiscal impact to excusing the absences. Should the motion to excuse absences fail, there may be direct expenses associated with following the procedure for declaring a vacancy and filling a vacancy.

Staff Impact.

There is no staff impact to excusing the absences. Should the motion to excuse absences fail, there will be significant staff impact associated with following the procedure for declaring a vacancy and filling a vacancy.

Attachments or Links.

None.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*
Should Council see fit to excuse the absences of both Councilmember Rooks and Mayor Morton Levinson, two motions would need to be made and acted upon.

I move to excuse the absences of Councilmember Rooks from all regular meetings that occurred in September of 2021.

AND

I move to excuse the absences of Mayor Morton Levinson from the regular meetings that occurred from, and including, July 19, 2021 to, and including, August 16, 2021.

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Changing Mayoral Appointments to Majority of Council Appointments	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor requested Council review appointments that are made by the Mayor with advice and consent of the Council in order to consider changing them to majority of Council appointments.

Requested Action.

The requested action would be to direct staff to prepare ordinances and/or necessary documents to change the appointments of the Planning Commission, Design Review Committee, and Public Art Task Force from Mayoral appointments with the advice and consent of Council, to appointments made by a majority of Council.

Recommendations.

Staff recommends Council direct these changes.

Background.

The Mayor requested this be brought up in order to address consistency of how appointments are made. The Mayor recommends this amendment to allow a more collegial and inclusive method of appointment. Portions of the Municipal Code that would require amendment include for the Planning Commission: Section 2.40.010 in Muni Code and 8.10.5.C.2 in the Land Development Regulations. Those that would need to be addressed for the Design Review Committee include 8.10.4.C.2. of the Land Development Regulations. The documents establishing the Public Art Task Force would need to be addressed for the Council to make that change. With Council's direction, staff will comprehensively identify the associated code sections and provide that information for review at first reading of the ordinances.

Analysis.

Possible Alternatives.

The Council can choose to leave the current appointments as Mayoral with the advice and consent of Council.

Comprehensive Plan & Priority Alignment.

Fiscal Impact.

There would be no direct fiscal impact of directing staff to research the necessary changes and bring forward ordinances or amendments to agreements. Passage of ordinances requires advertising and those costs range from \$600 to over \$1000 depending on the length of the ordinance.

Staff Impact.

Staff has spent approximately 3 hours preparing and reviewing this staff report. Additional time preparing ordinances and amendments to agreements would include time spent by the Town Attorney and other staffers of approximately 6 hours. Additional staff time would be spent advertising ordinances, updating the municipal code and Land Development Regulations, and finalizing documents for permanent record retention. With the current workload, staff would bring forward these changes in the next 6-12 months as time allows.

Attachments or Links.

None.

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

I move to direct staff to present ordinances and necessary documents to change the appointments of the Planning Commission, Design Review Committee and Public Art Task Force to majority of Council appointments.

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P21-250 Partial Vacation without Replat 55 Virginian Ln #55-1	Public Comment:	Yes

Purpose & Policy Considerations.

Partial Vacations without Replat, according to the Town of Jackson Land Development Regulations (LDR) Section 8.2.13.C.5, require acknowledgement by the Town Council.

Requested Action.

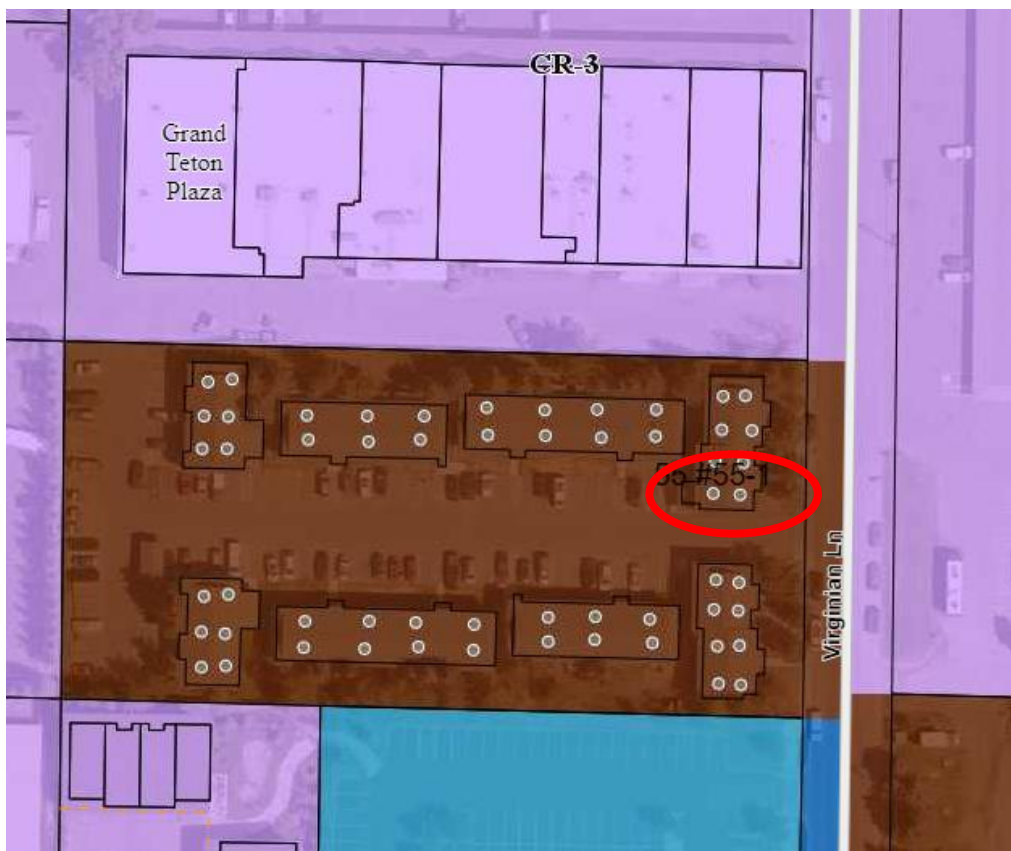
The applicant is requesting Town Council acknowledgement of a Partial Vacation without Replat to combine one residential unit and a portion of the General Common Element (Office) at the property 55 Virginian Ln #55-1 of the VIRGINIAN VILLAGE CONDOMINIUMS Addition to the Town of Jackson.

Recommendations.

The Planning Director recommends that Town Council acknowledge the Partial Vacation Without Replat for 55 Virginian Ln #55-1 of the VIRGINIAN VILLAGE CONDOMINIUMS Addition to the Town of Jackson subject to the LDRs and the departmental reviews attached hereto.

Background.

The property owner, Griffin Post, purchased Unit 55-1 in 2019 from Bedford Virginian, Inc. The sale included a portion of the General Common Element adjacent to Unit 55-1, specifically designated as "GC-Office". Prior to selling, Bedford Virginian, Inc. renovated Unit 55-1 to physically combine it with the GC-Office space effectively creating one larger unit totaling 581 SF. Property inspection reports and appraisals reflect the existing combination of Unit 55-1 and the GC-Office space into one unit. A vicinity map and zoning map are shown below:



Analysis.

The VIRGINIAN VILLAGE CONDOMINIUMS Addition to the Town of Jackson subdivision is a recorded plat that may be amended through the vacation process as authorized by state statutes. The Partial Vacation Without Replat process in Sec. 8.2.13.C.5 requires applications to meet the following standards:

Section 8.2.13.C.5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) **Instrument Required** - *An instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an appropriate affidavit to be recorded with the County Clerk that the proposed combination of properties should not have any significant or adverse impact on the other lots in the subdivisions. Staff agrees that the submitted instrument meets the intent of Sec. 8.2.13.C.5.a.

- b) **Annotation** - *If approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant's instrument provides direction to the County Clerk to make the necessary changes to the plats to affect the described combination, provided that the instrument is modified consistent with the comments from the County Clerk's office.

- c) **Building Envelope Vacation** - *a map may need to be provided for a building envelope vacation; and*

Complies. At this time staff does not recommend a map to accompany the vacation instrument. Staff finds that the vacation instrument will sufficiently advise the County Clerk to make the necessary edits to the plat absent an additional map.

- d) **Lot Combination** - *For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Complies. The submitted instrument is sufficient to meet this standard.

Staff confirms that the Applicant's request for a Partial Vacation Without Replat meets the required standards as outlined above. The required instrument for the Partial Vacation Without Replat is attached.

Alternatives (Optional).

N/A

Fiscal Impact.

None.

Staff Impact.

Staff impact was above average for a project this size which included review of this proposal, writing this report and recording documents. The total estimated time was 10-12 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, I move to **approve** the Partial Vacation Without Replat to combine the two properties referenced by the submitted instrument for UNIT 55-1, VIRGINIAN VILLAGE CONDOMINIUMS Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, and this staff report dated December 6, 2021.

11/26/2021

**Town of Jackson
Project Reviews**

Project Number	P21-250	Applied	9/24/2021	AL
Project Name	Partial Vacation - 55 Virginian Lane #55-1			
Type	MINOR BOUNDARY ADJUS	Approved		
Subtype	NO PLAT	Closed		
Status	STAFF REVIEW	Expired		
Applicant	Kevin Gregory	Status		
		Owner	POST, GRIFFIN	
Site Address		City	State	Zip
55 VIRGINIAN LANE 55-1		JACKSON	WY	83001
Subdivision		Parcel No		
		22411633209001		

Type of Review Notes		Dates			Remarks
		Sent	Due	Received	
County Clerk		9/24/2021	10/15/2021	9/24/2021	
Legal		9/24/2021	10/15/2021	10/25/2021	
Planning		9/24/2021	10/15/2021	11/15/2021	



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: Virginian Village Condominiums
Physical Address: 5 VIRGINIAN LANE #55-1, Jackson, WY 83001
Lot, Subdivision: UNIT 55-1, VIRGINIAN VILLAGE CONDOMINIUMS PIDN: 22-41-16-33-2-09-001

PROPERTY OWNER.

Name: Griffin Post Phone: 208-720-5036
Mailing Address: PO BOX 926, WILSON, WY 83014-0926 ZIP: 83014
E-mail: griffintpost@gmail.com

APPLICANT/AGENT.

Name: Kevin Gregory; Lubing, Gregory & Rectanus, LLC Phone: 3077337242
Mailing Address: PO Box 3894, Jackson WY ZIP: 83001
E-mail: kevin@lgrlegal.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	☒ other: <u>Partial Vacation</u>
_____ 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 #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

Name Printed

Date

Title



Town of Jackson Planning and Building Department

LETTER OF AUTHORIZATION NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Griffin Post is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: S Virginia Lane # 55-1, Jackson WY 87001

Legal Description: Unit 55-1 of Virginia Village Condominium Addition According to Plat
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Kevin P. Gregory, Writing Gregory & Rutan, LLC 1229

Mailing address of Applicant/agent: PO Box 3894, Jackson, WY 87001

Email address of Applicant/agent: Kevin@LGRLegal.com

Phone Number of Applicant/agent: 307-733-7242

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

☐ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit

☐ Demolition Permit

☒ Other (describe) Revised Vacation of Plat w/o Replat

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.

[Signature]
Property Owner Signature

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)



The foregoing instrument was acknowledged before me by Griffin Post this 22nd day of September, 2021.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: April 27th 2025

LUBING, GREGORY & RECTANUS, LLC
Attorneys at Law

James K. Lubing
Admitted in WY, ID & MT
Nathan D. Rectanus
Admitted in WY
Kevin P. Gregory
Admitted in WY & MD

Madison J. Worst
Admitted in WY, ID & MT

September 23, 2021

VIA Email

Town of Jackson, Planning Department
150 E Pearl Avenue
Jackson, WY 83001
planning@jacksonwy.gov

Re: Unit 55-1 Virginian Village Condominiums;
Application for Planning Permit- Partial Vacation of Plat,
without Re-Plat

My client: Griffin Post

NARRATIVE DESCRIPTION OF PROPOSED DEVELOPMENT

Dear Town of Jackson Planning Department,

I represent Griffin Post in connection with the his efforts to cure a simple defect in the conveyance of his property, Unit 55-1 of the Virginian Village Condominiums (hereinafter Griffin's "Unit"), to Griffin from the Declarant of the subject project, Bedford Virginian, Inc. at the time that he purchased it. Please direct all communication about this matter to me going forward.

In connection with his purchase of the Unit in 2019, Griffin also intended to purchase from Bedford Virginian, Inc., and Bedford Virginian, Inc. intended to sell to Griffin, the real property that formerly comprised the general common element office space adjacent to and abutting the Unit (depicted on Plat 1229 as "GC-Office"). Prior to Griffin's purchase of the Unit in 2019, Bedford Virginian, Inc. exercised its authority under Section 15.5 of the Declaration of the Virginian Village Condominiums (the "Declaration") in order to complete the renovation of Unit 55-1 so as to join and combine the GC-Office within Unit 55-1 prior to the time of the sale. All of Griffin's closing documents, including his property inspection report and appraisal, contemplate the Unit as sold to him including the subject office space.

At the time of this application, Bedford Virginian, Inc. has exercised its authority under Section 13.1 of the Declaration to record a Fourth Amendment to the Declaration

in order to correct the foregoing cloud to title and facilitate this application. The Fourth Amendment makes clear the Declarant's intention to alter the common elements of the property in order to combine the GC-Office with Unit 55-1 and to effectuate the subject transfer. A copy of the Fourth Amendment, as recorded, is submitted with this application.

As the Department will note in the attached Plat Map containing notations referencing the substance of this application, Griffin is merely requesting that Plat 1229 be partially vacated and amended only so as to reflect the following:

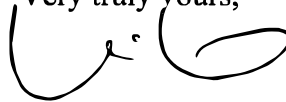
1. On Page 1 of the Plat, Unit 55-1 shall reflect being 581 sq. feet as indicated via redline amendment on the attached;
2. On Page 3 of the Plat, the depiction of Unit 55-1 shall reflect the deletion of the boundary wall and barrier as indicated on the attached.

The foregoing amendments are consistent with the Fourth Amendment to the Declaration, as recorded by the Declarant as well as the 2019 sale of Unit 55-1 and purchase thereof by Griffin.

We respectfully submit this application to the Planning Department for consideration and decision by the Town. We appreciate your consideration and are available to answer any questions or provide any additional information required. Pursuant to Wyoming Statutes Section 34-12-110, we ask that the County Clerk make appropriate annotation on Plat 1229 confirming the amendments contemplated hereby.

Please feel free to contact me if you have any questions, calls for additional information, or if you wish to discuss further. Thank you for your time and attention.

Very truly yours,



Kevin P. Gregory

Cc: Griffin Post

- Attachments:
1. Notarized Letter of Authorization
 2. Planning Permit Application
 3. Plat No. 1229, with redline proposed edits on pp. 1 and 3 (two versions: large and normal depictions)

**FOURTH AMENDMENT TO THE
DECLARATION FOR VIRGINIAN VILLAGE CONDOMINIUMS
(Amendment Concerning Unit 55-1)**

This Amendment (this "Amendment") to the Declaration for the Virginian Village Condominiums (the "Declaration," as defined below) is made so as to be effective this 17th day of September, 2021 (the "Effective Date"), by Bedford Virginian, Inc., the Declarant (as successor to Baetis, LLC) under the Declaration, and pursuant to 13.1 of the Declaration, hereby amends the Declaration as follows:

WITNESSETH:

WHEREAS, the Declarant executed and recorded in the land records of Teton County, Wyoming, on January 16, 2008 in Book 688 of Photo, pages 359-393, a certain Declaration For Virginian Village Condominiums in Jackson, Teton County, Wyoming (the "Declaration"), and also recorded in the land records of Teton County that certain Plat 1229 on the same date (the "Plat") ; and

WHEREAS, the Declarant later executed and recorded in the public records of Teton County, Wyoming, on October 26, 2016 in Book 933, pages 265-272 a First Amendment to Declaration for Virginian Village Condominiums ("First Amendment"); and

WHEREAS, the Declarant later executed and recorded in the public records of Teton County, Wyoming, on September 5, 2017 as Document 0935001 a Second Amendment To Declaration For Virginian Village Condominiums ("Second Amendment"); and

WHEREAS the Virginian Village Condominiums Homeowners Association (the "Association") later executed and recorded in the public records of Teton County, Wyoming, on February 25, 2020 as Document 0986594 a Third Amendment To Declaration For Virginian Village Condominiums ("Third Amendment"); and

WHEREAS, Griffin Post (hereinafter "Owner") is an Owner and Member of the Association as defined by the Declaration, and presently owns title to Unit 55-1 (the "Unit") within the Association, pursuant to that Special Warranty Deed to Owner dated August 13, 2019 and recorded in the Land Records of Teton County on August 14, 2019 as Document No. 0975314;

WHEREAS, Prior to Owner's purchase of the Unit, it was the undersigned Declarant's intention to amend the Association's Declaration and Plat to reflect that the general common element office ("GC-Office") bordering and adjacent to the Unit, as depicted on the Plat and Exhibit C to the Declaration, is part of the Unit and to amend the legal description of the Unit to include the GC-Office; and

WHEREAS, Undersigned Declarant conducted the physical work and remodel in order to physically join and combine the Unit and GC-Office, but inadvertently did not amend the Association's Declaration, the Plat or the legal description of the Unit to reflect GC-Office as part of the Unit;

WHEREAS, Declarant no longer owns property within the Association or subject to the Declaration, but retains the power and right to amend the Declaration to "enable any reputable title insurance company to issue title insurance coverage on the Units," pursuant to Section 13.1 of the Declaration;

GRANTOR: VIRGINIAN VILLAGE CONDOMINIUMS
GRANTEE: THE PUBLIC
Doc 1024444 Filed At 12:31 ON 09/17/21
Maureen Murphy Teton County Clerk fees: 61.00
By Vicki Carpenter Deputy Clerk

WHEREAS, prior to the recording of this Amendment, Owner was unable to secure title insurance coverage from a reputable title insurance company insuring title to the Unit as it was intended to be conveyed to Owner;

WHEREAS, Pursuant to the authority vested with Declarant under Section 13.1 of the Declaration, Declarant wishes and desires now to amend the Declaration in order to adjust the legal description of the Unit and GC-Office so that GC-Office is included within the legal description of the Unit, and to convey, grant and warrant to Owner the Association's right and title to GC-Office and so that the real property comprising GC-Office is forever included within the legal description of the Unit and so that Owner may secure title insurance coverage to the Unit;

WHEREAS, Declarant has the ability and right to effectuate the foregoing pursuant to Section 13.1 of the Declaration, which establishes that even after Declarant has granted all of its rights within the Association, "Declarant may unilaterally amend this Declaration if such amendment is necessary to... (ii) enable any reputable title insurance company to issue title insurance coverage on the Units."

AMENDMENT

NOW, THEREFORE, based upon the foregoing, the Declarant hereby amends the Declaration as follows:

1. Exhibit C of the Declaration is hereby amended to reflect that Unit 55-1 and the general common element office ("GC-Office") both comprise Unit 55-1 and that the Owner of Unit 55-1 will own GC-Office bordering and adjacent to Unit 55-1 as part of Unit 55-1. All references to GC-Office or the real property comprising the same within the Declaration are hereby amended to include GC-Office within and as part of Unit 55-1. Any amendment to the Declaration otherwise necessary to effectuate a corresponding amendment to the Plat is also hereby adopted.
2. Drawings depicting the floor plan and perimeter of Unit 55-1 following the recording of this Amendment are attached hereto as Exhibit 1 and made a part hereof.
3. The Declarant intends by the recording of this Amendment to amend and supplement the Declaration. The Declaration shall remain in full force and effect following the recording of the Amendment except as modified herein. Capitalized terms used herein, which are not defined herein, shall have the same meanings as set forth in the Declaration and Amendments thereto. Other capitalized terms shall be defined as set forth above.

SIGNATURE AND ACKNOWLEDGMENT TO FOLLOW

IN WITNESS WHEREOF, the undersigned has executed this Amendment the date and year first written above.

DECLARANT:

Bedford Virginian, Inc.,
a California corporation

By: [Signature]
Erik Bedford, its Vice President

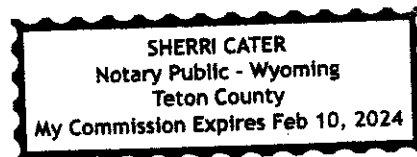
STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me this 17th day of September, 2021, by Erik Bedford, as Vice President of Bedford Virginian, Inc., a California corporation.

Witness my hand and official seal.

[Signature]

Notary Public for Wyoming
My commission expires: February 10, 2024



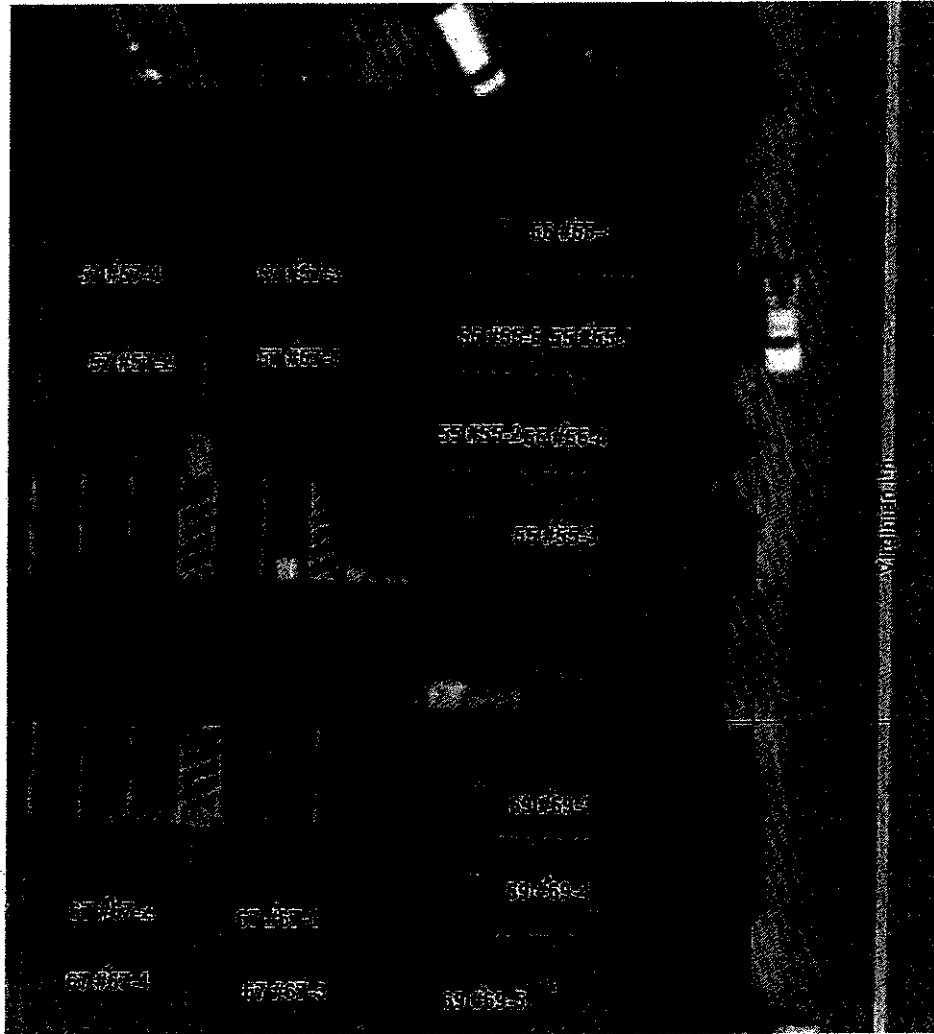
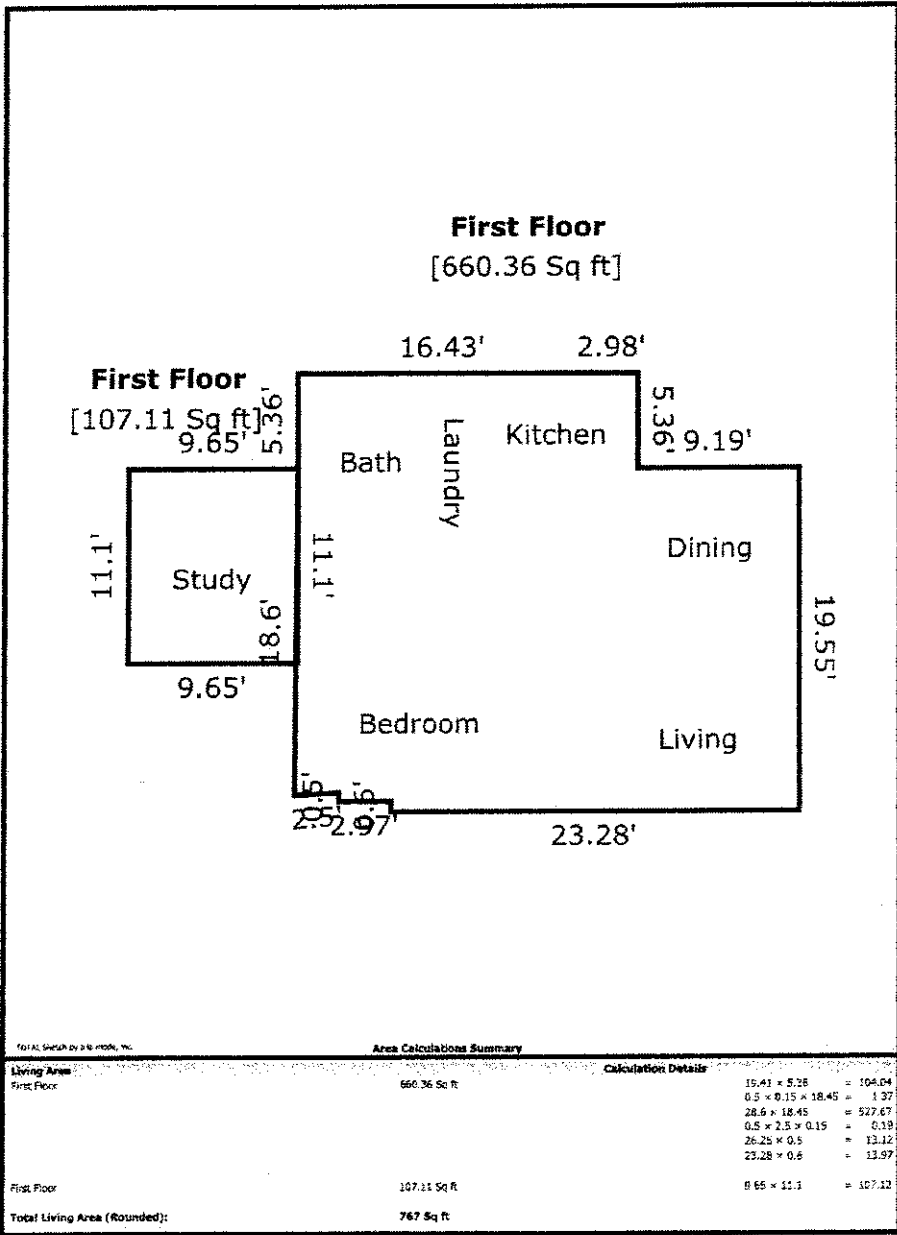


EXHIBIT
1



**INSTRUMENT REGARDING PARTIAL VACATION WITHOUT REPLAT / LOT
COMBINATION TO THE TOWN OF JACKSON PURSUANT TO LAND
DEVELOPMENT REGULATION SECTION 8.2.13.C.5.A**

Property 1: Unit 55-1 of the Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229 as further defined and described in the Declaration of Condominium recorded for said property, as amended;

Property 2: That portion of general common element of the Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming defined and depicted as “GC-Office” on that Plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229 as further defined and described in the Declaration of Condominium recorded for said property, as amended;

This Instrument (this “Instrument”) is recorded in the Office of the Teton County Clerk by Griffin Post (“Owner”) and the Virginian Village Condominium Association (the “HOA”), pursuant to Section 8.2.13.C.5.a of the applicable Land Development Regulations, so as to be effective this ____ day of _____, 202__ (the “Effective Date”):

W I T N E S S E T H:

WHEREAS, Owner has filed with the Town of Jackson an application for Partial Vacation Without Replat / Lot Combination, Application No. P21-250, which application has been reviewed and acknowledged by the Town of Jackson Council; and

WHEREAS, having determined that the proposed partial vacation / lot combination does not abridge or destroy any rights and privileges of other proprietors in said plat; and

WHEREAS, the partial vacation without replat / lot combination is acknowledged by all affected parties and acknowledged by the Town Council; and

WHEREAS, the combined Properties shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time; and

WHEREAS, Owner has prepared the required application and this instrument of documentation.

NOW, THEREFORE, BE IT ACKNOWLEDGED that the Owner hereby requests the Teton County Clerk to make the appropriate annotations on Plat No. 1229 referencing the partially vacated plat boundary lines for the lot combination of Property 1: PIDN 22-41-16-33-2-09-001 and location known as **Unit 55-1 of the Virginian Village Condominiums Addition to the Town of Jackson**, and Property 2: to combine with the PIDN of Property 1, to include the

location known as “GC-Office” of the Virginian Village Condominiums Addition to the Town of Jackson, and that the County Clerk also make reference on said plat and map to the volume and page in which this required instrument of partial vacation without replat is recorded:

1. Eliminate the boundary line between the two Properties:

Property 1: Unit 55-1 of the Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229 as further defined and described in the Declaration of Condominium recorded for said property, as amended, PIDN 22-41-16-33-2-09-001

and

Property 2: That portion of general common element of the Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming defined and depicted as “GC-Office” on that Plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229 as further defined and described in the Declaration of Condominium recorded for said property, as amended;

2. The 2 subject Properties shall be combined into one property, to be further known as Unit 55-1, consisting of 581 square feet. A revised legal description for the combined property is attached hereto as Exhibit A and made a part hereof.

FURTHER, all of the above is in accordance with the requirements of Wyoming Statute Sec. 18-5-306, any other applicable State requirement and Building Code requirement of Sec. 8.2.13.C.5 Amendments of Permits or Approvals, paragraph C.5 Subdivision Plat Amendment/ Partial Vacation Without Replat, and it is expressly permitted by said regulations.

ACKNOWLEDGMENT TO FOLLOW

IN WITNESS WHEREOF, the undersigned has executed this Instrument the date and year first written above.

OWNER:

Griffin Post

STATE OF _____)

_____) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by Griffin Post.

Witness my hand and official seal.

Notary Public for _____

My commission expires: _____

The HOA hereby joins and acknowledges the foregoing so as to manifest and memorialize its assent hereto:

**Virginian Village Condominium Homeowners Association,
a Wyoming nonprofit corporation:**

By: _____
Zachary Padilla, its President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by Zachary Padilla, President.

Witness my hand and official seal.

Notary Public for _____
My commission expires: _____

CERTIFICATE OF SURVEYOR

State of Wyoming) ss.
County of Teton)

I, John R. Batson of Jackson, Wyoming, hereby certify, to the best of my knowledge, information, and belief:

That by authority of the owners I have subdivided the lands shown on this plat for condominium ownership to be known as VIRGINIAN VILLAGE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.

That this plat was made from the notes of surveys made by me or under my direction, from architectural building plans and from records in the Office of the Teton County Clerk.

That all dimensions and areas are correctly shown;

That this subdivision is identical with and described as Tract 11 of the J.C. Scott and James R. Simon Subdivision Planning Map, recorded as Map No. T-39, in the Office of the Teton County Clerk, and located in the SW1/4 NW1/4 of Section 33, Township 116 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and is more particularly described as follows:

Beginning at a Point on the southerly line of said SW1/4 NW1/4, said Point of Beginning being 5885'30", 415.61 feet, from the W1/4 corner of said Section 33;

Thence along the southerly line of said SW1/4 NW1/4, 5885'30", 415.36 feet, to a point on the westerly Right-Of-Way line of Virginian Lane, a Public Road described in Book 12 of Mixed Record, Page 81 and Page 85;

Thence departing the southerly line of said SW1/4 NW1/4, along the westerly Right-Of-Way line of said Virginian Lane, N71°16'33", 200.17 feet, to the southeast corner of Grand Teton Plaza Condominiums, recorded as Plat No. 440 in the Office of the Teton County Clerk;

Thence departing said westerly Right-Of-Way line, along the southerly line of said Plat No. 440, N85°58'4"W, 415.75 feet, to the southeast corner of said Plat 440;

Thence departing the southerly line of said Plat No. 440, along the easterly line of Tract 16 of the J.C. Scott and James R. Simon Subdivision Planning Map, recorded as Map T-39 in the Office of the Teton County Clerk, S70°03'1"W, 200.02 feet, more or less, to the Point of Beginning.

Said Tract contains 1.91 acres, more or less, and is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight and/or of record, including but not limited to those shown hereon.



John R. Batson, Wyoming Professional Land Surveyor 6193

The foregoing instrument was acknowledged before me by John R. Batson this 22nd day of September, 2007.
Witness my hand and official seal.

Notary Public

My commission expires: 01-29-09

CERTIFICATE OF ACCEPTANCE

State of Wyoming)
County of Teton) ss.
City of Jackson)

The foregoing Subdivision, VIRGINIAN VILLAGE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the 22nd day of September, 2007, in accordance with Section 15-1-415 Wyoming Statutes, 1977, as amended.



Town of Jackson
Mayor

Jackson Town Engineer

CERTIFICATES OF MORTGAGEES

FIRST BANK OF IDAHO, dba
FIRST BANK OF THE TETONS.

BY SEPARATE AFFIDAVIT

INTERMOUNTAIN ASSOCIATES, INC.,
A WYOMING CORPORATION

BY SEPARATE AFFIDAVIT

CERTIFICATE OF OWNER

State of Wyoming) ss.
County of Teton)

The undersigned owner and proprietor of the lands described in the Certificate of Surveyor and shown hereon hereby certifies:

that the foregoing subdivision and the survey and measure of the lands and common areas as shown herein is with the free consent and in accordance with the desires of the undersigned owner and proprietor;

that the name of the subdivision shall be VIRGINIAN VILLAGE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to that Declaration of Covenants, Conditions, and Restrictions for the Virginian Village Condominiums Addition to the Town of Jackson, to be recorded concurrently with this plat;

that ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit of this subdivision together with an undivided fee simple interest in the common elements of this subdivision. The percentage of undivided interest in said common elements shall be that computed for each unit in Said Declaration of Condominiums;

that the Homeowners Association shall have an undivided fee simple interest in the common area(s) of Virginian Village Condominiums Addition to the Town of Jackson as stated in Said Declaration;

that parking in the common elements for each unit shall be designated in Said Declaration of Condominiums and shall be governed by the Homeowners Association;

that access to this subdivision is from Virginian Lane;

that this subdivision is subject to that Right of Way Easement for Public Road as described in 12 of Mixed Records, page 81 and 12 Mixed Records, page 85, as recorded in the Office of the Teton County Clerk;

that this subdivision is subject to that Agreement for Stormwater Collection and Drainage Easement as described in Book 284 of Photo, pages 7-15, as recorded in Said Office;

that this subdivision is subject to that easement to Lower Valley Power & Light, Inc. as described in Book 280 of Photo, page 169, as recorded in Said Office;

that this subdivision is subject to that easement to U.S. West Communications, Inc. as described in Book 280 of Photo, pages 63-65, as recorded in Said Office;

that the seller does not warrant to purchaser that he shall have any rights to the continued natural flow of any stream or river within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

that all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

that this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight and/or of record, including but not limited to those shown hereon.

Baetis, LLC,
a Wyoming limited liability company

By: Erik Bedford, Managing Member
Baetis, LLC, a Wyoming limited liability company.

The foregoing instrument was acknowledged before me by Erik Bedford, as Managing Member of Baetis, LLC, a Wyoming limited liability company this 22nd day of September, 2007.

Witness my hand and official seal.

Notary Public

My commission expires: 01-29-09

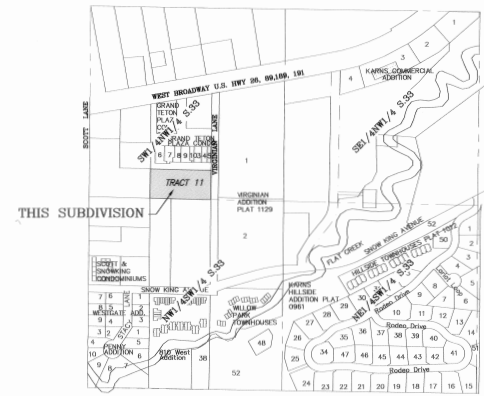
DEFINITIONS FOR CONDOMINIUM UNITS LOCATED WITHIN THIS SUBDIVISION

(a) "UNIT" means an individual air space unit which is contained within the perimeter walls, floors, ceilings, windows, and doors of each unit of a Condominium Plat to be filed for record upon a lot of this subdivision, together with all fixtures and improvements thereon contained but not including any structural components of the building, if any, located within the unit.

(b) "CONDOMINIUM" or "CONDOMINIUM UNIT" means the fee simple title in and to a unit together with an appurtenant undivided fractional interest in and to the general common elements of this subdivision and the general common elements of subdivisions on those adjacent lands specified in the Declaration of Condominium recorded concurrently with this plat. It shall also mean and include the limited common elements unless such elements are hereinafter or in the Declaration of Condominium specifically excluded as to any specific situation. (Common "Areas" refers to the lands within the General Common Elements not located within or under the buildings)

(c) "GENERAL COMMON ELEMENTS" means and includes the land located within the subdivision and the structural components of the buildings, and all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance, and safety which are normally and reasonably in common use, including the air above such land, and such common elements and lands on adjoining subdivisions as specifically identified in the Declaration of Condominium recorded concurrently with this plat.

(d) "LIMITED COMMON ELEMENTS" means those portions of the general common elements which are either limited to one and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners.



ZONING DISTRICT:
(AK) AUTO-URBAN RESIDENTIAL

TOTAL ACRES: 1.91 ACRES

NUMBER OF CONDOMINIUM UNITS: 56

NUMBER OF UNITS PER ACRE: 29.32
SQUARE FOOTAGE OF CONDOMINIUM UNITS:

BUILDING 55	581 Sq. Ft.	BUILDING 61	533 Sq. Ft.	BUILDING 67	762 Sq. Ft.
UNIT 55-1: 474 Sq. Ft.		UNIT 61-1: 533 Sq. Ft.		UNIT 67-1: 762 Sq. Ft.	
UNIT 55-2: 474 Sq. Ft.		UNIT 61-2: 500 Sq. Ft.		UNIT 67-2: 768 Sq. Ft.	
UNIT 55-3: 457 Sq. Ft.		UNIT 61-3: 483 Sq. Ft.		UNIT 67-3: 762 Sq. Ft.	
UNIT 55-4: 458 Sq. Ft.		UNIT 61-4: 471 Sq. Ft.		UNIT 67-4: 768 Sq. Ft.	
UNIT 55-5: 480 Sq. Ft.		UNIT 61-5: 466 Sq. Ft.		UNIT 67-5: 762 Sq. Ft.	
UNIT 55-6: 483 Sq. Ft.		UNIT 61-6: 457 Sq. Ft.		UNIT 67-6: 762 Sq. Ft.	
UNIT 55-7: 463 Sq. Ft.					
UNIT 55-8: 466 Sq. Ft.					
BUILDING 57	762 Sq. Ft.	BUILDING 63	500 Sq. Ft.	BUILDING 69	476 Sq. Ft.
UNIT 57-1: 762 Sq. Ft.		UNIT 63-1: 500 Sq. Ft.		UNIT 69-1: 476 Sq. Ft.	
UNIT 57-2: 763 Sq. Ft.		UNIT 63-2: 482 Sq. Ft.		UNIT 69-2: 474 Sq. Ft.	
UNIT 57-3: 762 Sq. Ft.		UNIT 63-3: 465 Sq. Ft.		UNIT 69-3: 461 Sq. Ft.	
UNIT 57-4: 763 Sq. Ft.		UNIT 63-4: 468 Sq. Ft.		UNIT 69-4: 458 Sq. Ft.	
UNIT 57-5: 766 Sq. Ft.		UNIT 63-5: 451 Sq. Ft.		UNIT 69-5: 460 Sq. Ft.	
UNIT 57-6: 762 Sq. Ft.				UNIT 69-6: 483 Sq. Ft.	
UNIT 57-7: 766 Sq. Ft.				UNIT 69-7: 466 Sq. Ft.	
UNIT 57-8: 762 Sq. Ft.				UNIT 69-8: 469 Sq. Ft.	
BUILDING 59	762 Sq. Ft.	BUILDING 65	759 Sq. Ft.		
UNIT 59-1: 767 Sq. Ft.		UNIT 65-1: 759 Sq. Ft.			
UNIT 59-2: 767 Sq. Ft.		UNIT 65-2: 766 Sq. Ft.			
UNIT 59-3: 767 Sq. Ft.		UNIT 65-3: 760 Sq. Ft.			
UNIT 59-4: 763 Sq. Ft.		UNIT 65-4: 766 Sq. Ft.			
UNIT 59-5: 767 Sq. Ft.		UNIT 65-5: 762 Sq. Ft.			
UNIT 59-6: 762 Sq. Ft.		UNIT 65-6: 760 Sq. Ft.			
		UNIT 65-7: 762 Sq. Ft.			
		UNIT 65-8: 760 Sq. Ft.			

SUBMITTAL DATE: 7-02-07

FINAL SUBMITTAL REVISION:

NOTE THAT: Bearings of the building footprint lines are parallel or perpendicular to the primary (annotated) lines. That is, all of the building footprint corners are right angles EXCEPT WHERE SHOWN OTHERWISE

The Basis of Bearings for this survey and plat is S88°57'30"E, from the W 1/4 corner to the CW 1/16, S.33

The Basis of Elevation is N.G.V.D. 1929, with supplemental adjustment of 1968.

VIRGINIAN VILLAGE
CONDOMINIUMS
Addition
to the Town of Jackson

a condominium subdivision of
TRACT 11
J. G. SCOTT AND JAMES R. SIMON
Subdivision Planning Map
Map No. T-39

located within the
SW1/4 NW1/4, Section 33,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

Owner and Subdivider:
Baetis, LLC, a Wyoming limited liability company
Box 2008
Jackson, WY 83001
(307) 733-5880

Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733-2087

CREATED: 08/27/07
DRAWN: 08/27/07
CHECKED: 08/27/07
BY: Barry Smith, Project

DATE	REVIEWED	REVISIONS	CHECKED	APPROVED
8/24/07	12/24/07	12/24/07	12/24/07	12/24/07

NELSON
ENGINEERING
P.O. BOX 1989, JACKSON, WYOMING (307) 733-2087

DRAWING TITLE
Final Plat

Virginia Village Condominiums
to the Town of Jackson
Teton County, Wyoming

DRAWING NO.
1 of 10
JOB NO.
07-086-01

MOLLY CHOU LY
& SOLOMON LY
85757442

ALL SURVEY DEVELOPMENT
REMARKS
(00071237 2007.07 rec)

NOV 05 11 E
2007.07

W 1/4
SEC. 32/33
S 88°57'30" E
415.61'
W 2.0'
S 88°57'30" E

JACKSON TRAILER PARK
SNOW KING, LLC
8060410

TEYON COUNTY LIBRARY
92367248

Tract 11 Auto-Urban Residential
1.91 ac. (83,131 sq. ft.)

22,386 sq. ft. inside building footprints
60,745 sq. ft. outside building footprints (common area)

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE COINCIDENT WITH FOUNDATION LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE OF LOWER VALLEY EASEMENT
- EDGE OF PAVEMENT
- SURVEY TIE
- BUILDING NUMBER FOLLOWED BY ASSOCIATED UNIT NUMBER
- L2 66-3 LIMITED COMMON AREA FOLLOWED BY BUILDING NUMBER AND ASSOCIATED UNIT NUMBER

- FOUND REBAR W/CAP "PLS 3831"
- FOUND REBAR
- TO BE SET REBAR W/CAP "NELSON ENGR. PLS 6193"
- TO BE SET WITNESS CORNER "NELSON ENGR. PLS 6193"
- FOUND BRASS CAP C.L.C.R.C. FILED OR ON FILE

Notes: The basis for the elevations shown on this plot is NGVD 1929, supplemental adjustment of 1968

The basis of bearing shown on this plot is S88°57'30"E from the W 1/4 corner to the C-W 1/16 corner, Section 33.

GRAND TETON PLAZA
CONDOMINIUMS
PLAT NO. 240

(N88°57'30" E 415.5' rec)

415.75
N88°58'44"W

Common Area
1.38 acres

276.32
S82°49'47"E

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BUILDING 67		
SEGMENT	LENGTH	DIRECTION
L83	4.47	S89° 01' 45"E
L84	4.25	S0° 58' 15"W
L85	51.35	S89° 01' 45"E
L86	4.29	N0° 58' 15"E
L87	8.70	S89° 01' 45"E
L88	4.26	S0° 58' 15"W
L89	28.50	S89° 01' 45"E
L90	30.18	S0° 58' 15"W
L91	93.02	N89° 01' 45"W
L92	34.40	N0° 58' 15"E

BUILDING 69		
SEGMENT	LENGTH	DIRECTION
L93	11.10	S0° 59' 07"W
L94	4.30	S89° 00' 53"E
L95	14.15	S0° 59' 07"W
L96	4.29	N89° 00' 53"W
L97	10.50	S0° 59' 07"W
L98	4.03	S89° 00' 53"E
L99	11.35	S0° 59' 07"W
L100	4.30	S89° 00' 53"E
L101	14.15	S0° 59' 07"W
L102	4.30	N89° 00' 53"W
L103	11.30	S0° 59' 07"W
L104	7.10	N89° 00' 53"W
L105	2.70	S0° 59' 07"W
L106	23.10	N89° 00' 53"W
L107	38.70	N0° 59' 07"E
L108	4.00	N89° 00' 53"W
L109	36.55	N0° 59' 07"E
L110	30.17	S89° 00' 53"E



BUILDING 55		
SEGMENT	LENGTH	DIRECTION
L1	38.75	N0° 54' 56"E
L2	30.08	S89° 05' 04"E
L3	13.95	S0° 54' 56"W
L4	4.30	S89° 05' 04"E
L5	14.20	S0° 54' 56"W
L6	4.30	N89° 05' 04"W
L7	11.30	S0° 54' 56"W
L8	4.03	N89° 05' 04"W
L9	10.40	S0° 54' 56"W
L10	4.24	S89° 05' 04"E
L11	14.15	S0° 54' 56"W
L12	4.24	N89° 05' 04"W
L13	11.10	S0° 54' 56"W
L14	30.10	N89° 05' 04"W
L15	3.13	N0° 54' 56"E
L16	10.20	N89° 05' 04"W
L17	12.20	N0° 54' 56"E
L18	10.20	S89° 05' 04"E
L19	21.02	N0° 54' 56"E
L20	4.05	S89° 05' 04"E

BUILDING 57		
SEGMENT	LENGTH	DIRECTION
L21	30.20	S0° 59' 01"W
L22	28.55	N89° 00' 59"W
L23	4.30	S0° 59' 01"W
L24	8.70	N89° 00' 59"W
L25	4.30	N0° 59' 01"E
L26	51.20	N89° 00' 59"W
L27	4.30	S0° 59' 01"W
L28	8.75	N89° 00' 59"W
L29	4.30	N0° 59' 01"E
L30	25.70	N89° 00' 59"W
L31	30.20	N0° 59' 01"E
L32	122.85	S89° 00' 59"E

BUILDING 59		
SEGMENT	LENGTH	DIRECTION
L33	34.40	S0° 48' 08"W
L34	4.50	N89° 11' 52"W
L35	4.15	N0° 48' 08"E
L36	51.16	N89° 11' 52"W
L37	4.22	S0° 48' 08"W
L38	8.83	N89° 11' 52"W
L39	4.22	N0° 48' 08"E
L40	28.34	N89° 11' 52"W
L41	30.25	N0° 48' 08"E
L42	92.83	S89° 11' 52"E

BUILDING 61		
SEGMENT	LENGTH	DIRECTION
L43	30.20	S89° 02' 58"E
L44	31.60	S0° 57' 02"W
L45	10.10	S89° 02' 58"E
L46	21.25	S0° 57' 02"W
L47	10.10	N89° 02' 58"W
L48	6.45	S0° 57' 02"W
L49	34.45	N89° 02' 58"W
L50	9.05	N0° 57' 02"E
L51	4.25	S89° 02' 58"E
L52	22.40	N0° 57' 02"E
L53	4.25	N89° 02' 58"W
L54	14.20	N0° 57' 02"E
L55	4.25	S89° 02' 58"E
L56	13.65	S0° 57' 02"W

BUILDING 63		
SEGMENT	LENGTH	DIRECTION
L57	34.40	S88° 48' 09"E
L58	6.50	S1° 11' 51"W
L59	10.10	S88° 48' 09"E
L60	21.20	S1° 11' 51"W
L61	10.10	N88° 48' 09"W
L62	31.90	S1° 11' 51"W
L63	30.12	N88° 48' 09"W
L64	13.90	N1° 11' 51"E
L65	4.25	N88° 48' 09"W
L66	14.15	N1° 11' 51"E
L67	4.25	S88° 48' 09"E
L68	22.40	N1° 11' 51"E
L69	4.28	N88° 48' 09"W
L70	9.15	N1° 11' 51"E

BUILDING 65		
SEGMENT	LENGTH	DIRECTION
L71	28.50	S88° 59' 52"E
L72	4.22	N1° 00' 08"E
L73	8.70	S88° 59' 52"E
L74	4.22	S1° 00' 08"W
L75	51.09	S88° 59' 52"E
L76	4.23	N1° 00' 08"E
L77	8.80	S88° 59' 52"E
L78	4.23	S1° 00' 08"W
L79	25.67	S88° 59' 52"E
L80	30.15	S1° 00' 08"W
L81	122.76	N88° 59' 52"W
L82	30.15	N1° 00' 08"E

VIRGINIAN VILLAGE CONDOMINIUMS Addition to the Town of Jackson

a condominium subdivision of
TRACT 11
J. G. SCOTT AND JAMES R. SIMON
Subdivision Planning Map
Map No. T-39

located within the
SW1/4 NW1/4, Section 33,
T41N, R16W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

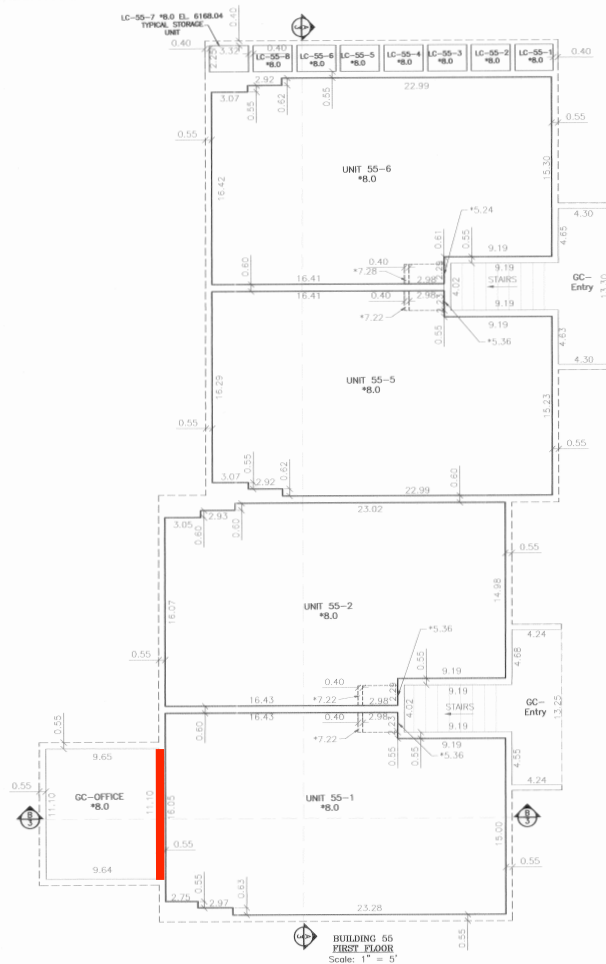
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APPROVED	5/04/07	SK	SK

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P.O. BOX 1096 JACSON WYOMING (307) 733-2087

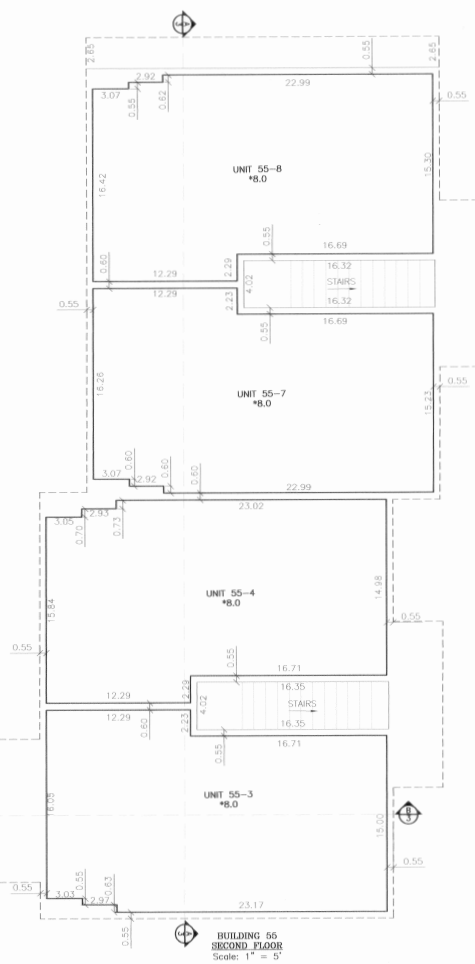
DRAWING TITLE
Final Plat

JOB TITLE
Virginian Village Condominiums
to the Town of Jackson
Teton County, Wyoming

DRAWING NO
2 of 10
JOB NO
07-086-01



**BUILDING 55
SECTION A-B**
Scale: 1" = 5'



LEGEND

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■ = Deleted wall/barrier to combine GC-office with Unit 55-1

NOTES:

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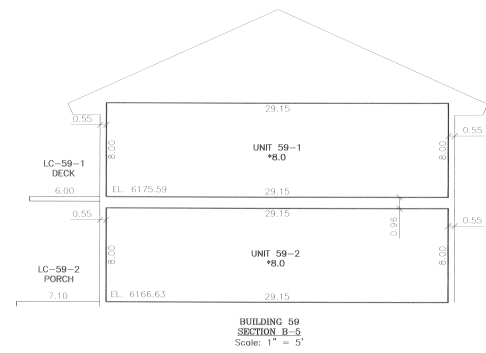
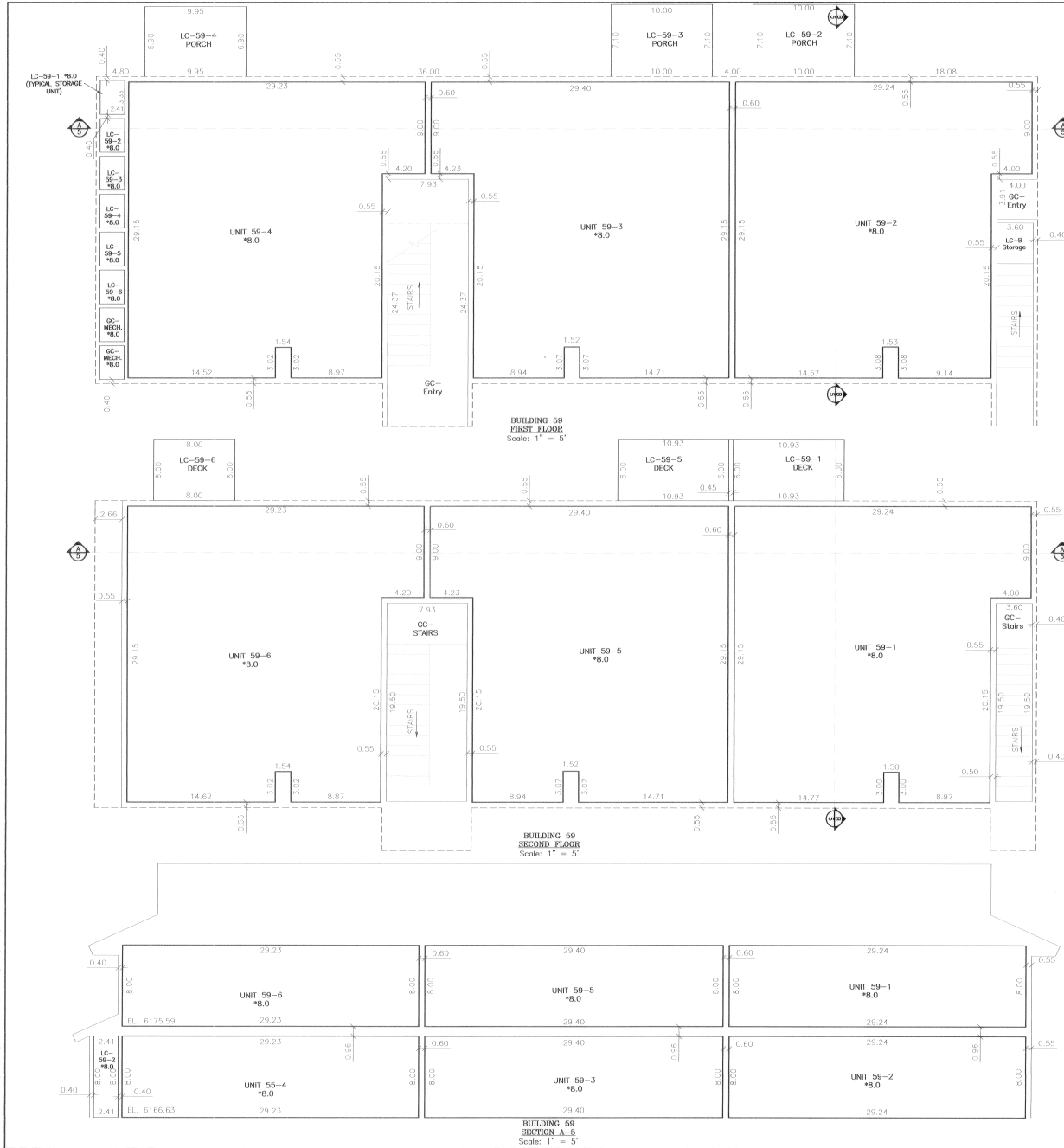
VIRGINIAN VILLAGE CONDOMINIUMS Addition to the Town of Jackson

a condominium subdivision of
TRACT 11
J. G. SCOTT AND JAMES R. SIMON
Subdivision Planning Map
Map No. T-39

located within the
SW1/4 NW1/4, Section 33,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

1229

DRAWING NO	JOB NO	JOB TITLE	DRAWING TITLE	DATE	REV	BY	CHK	APP
3 of 10	07-086-01	Virginian Village Condominiums to the Town of Jackson	Final Plat Building 55	5/04/07	11/27/07	LEAF	SK	
						ENGINEERED	SK	
						DRAWN	SK	
						CHECKED	SK	
						APPROVED	SK	



LEGEND

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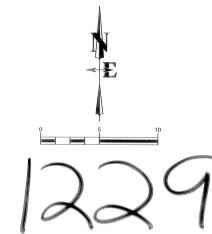
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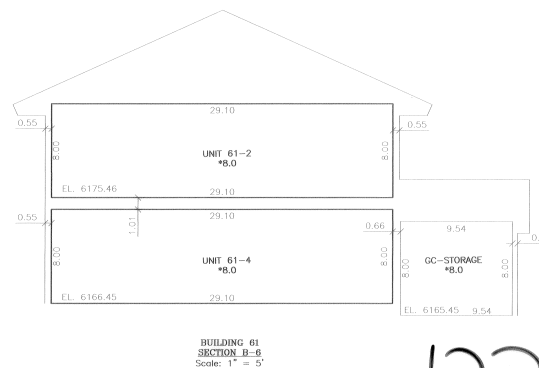
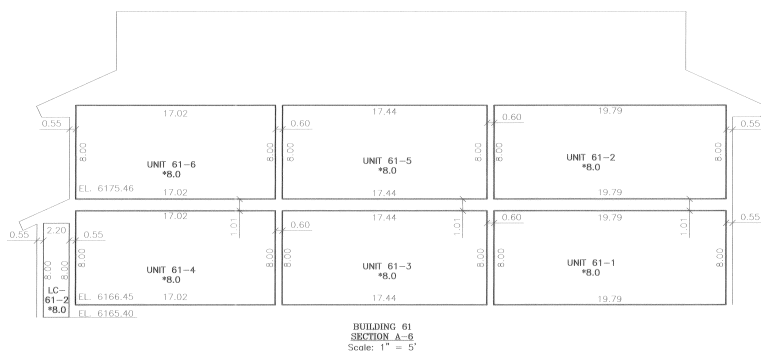
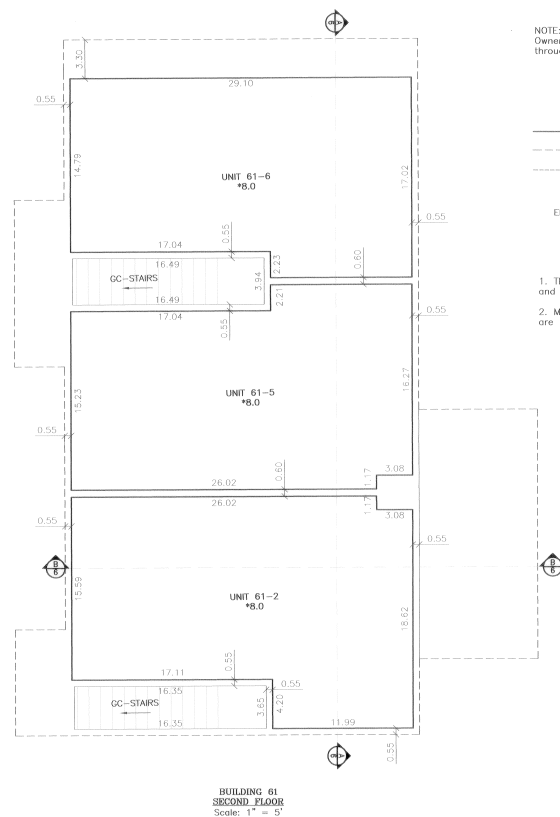
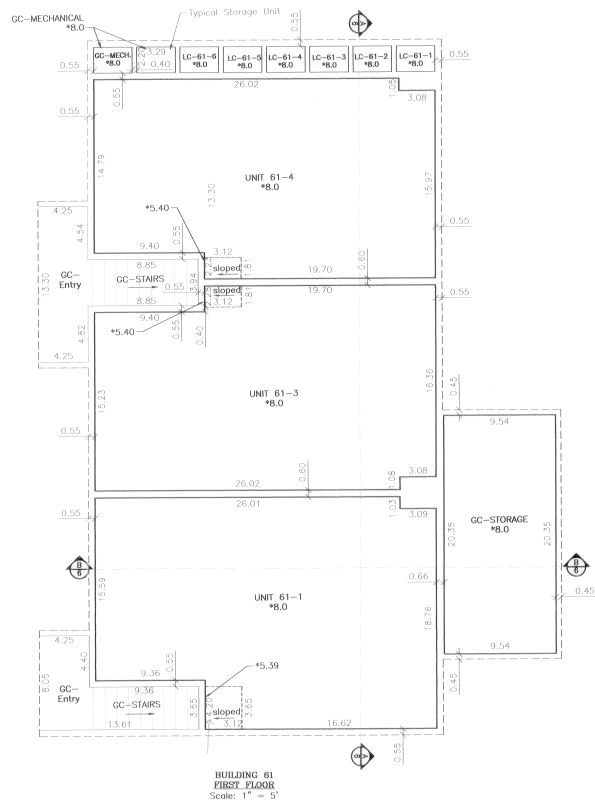


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JOB NO	DRAWING NO	JOB TITLE	DRAWING TITLE	REV.	DATE	BY	CHK	APP
07-086-01	5 of 10	Final Plat	Building 59	1/1/07	1/1/07	1/1/07	1/1/07	1/1/07



LEGEND

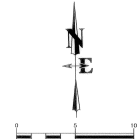
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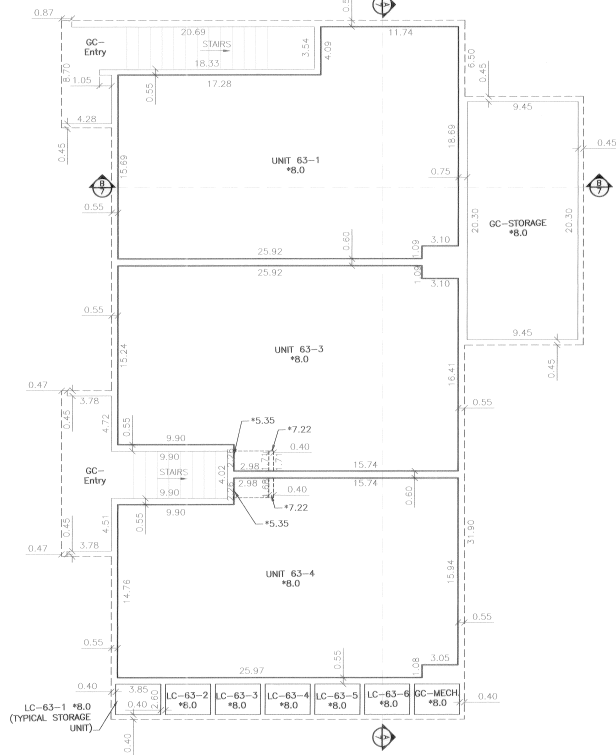


VIRGINIAN VILLAGE CONDOMINIUMS to the Town of Jackson

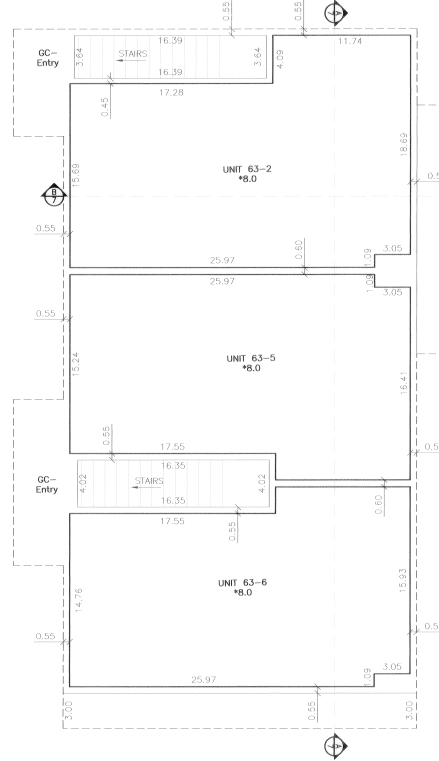
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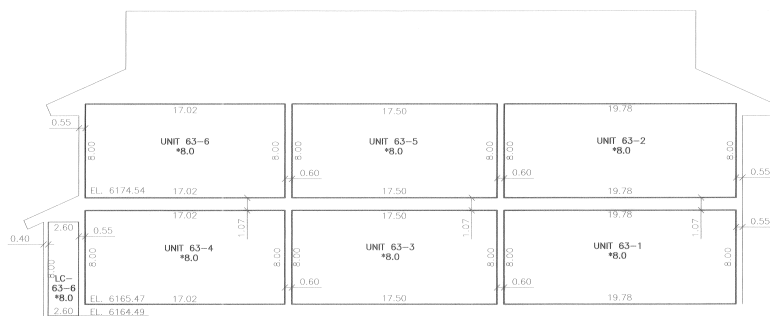
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6 of 10	07-086-01	Virginian Village Condominiums to the Town of Jackson	Final Plat Building 61	5/04/07	11/07/07
				DESIGNED	CHK
				DRAWN	SK
				CHECKED	JRB
				APPROVED	



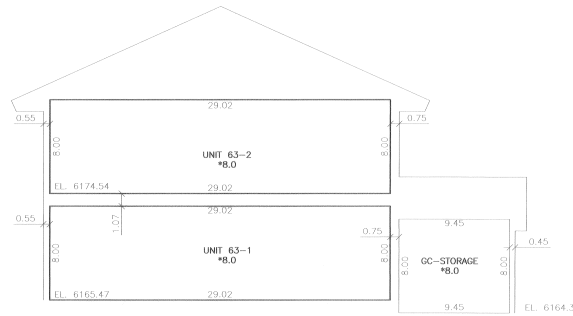
**BUILDING 63
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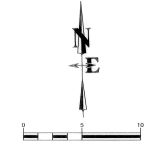
**BUILDING 63
SECOND FLOOR**
Scale: 1" = 5'



**BUILDING 63
SECTION A-7**
Scale: 1" = 5'



**BUILDING 63
SECTION B-7**
Scale: 1" = 5'



LEGEND

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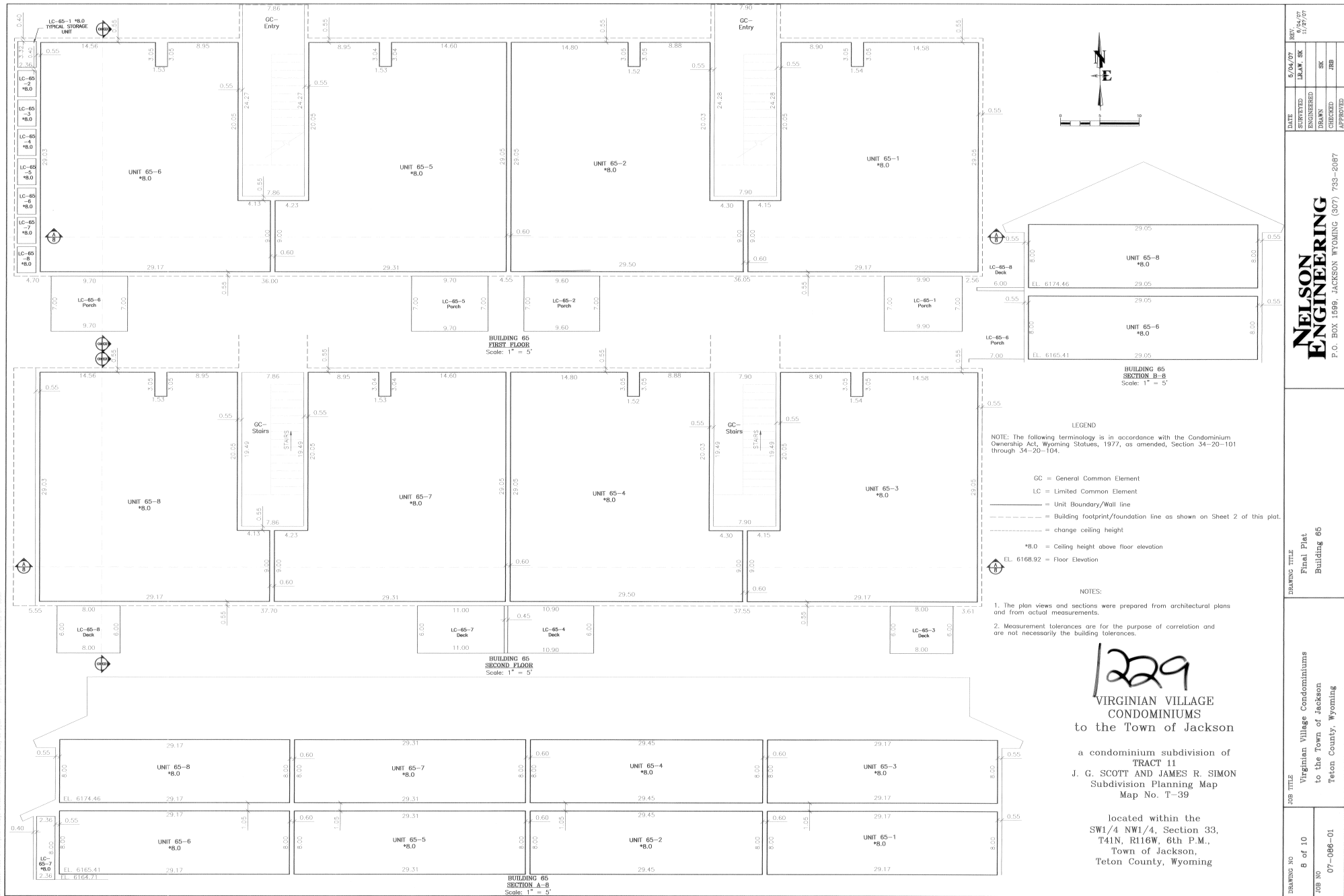
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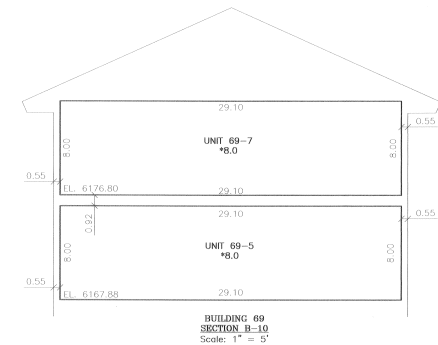
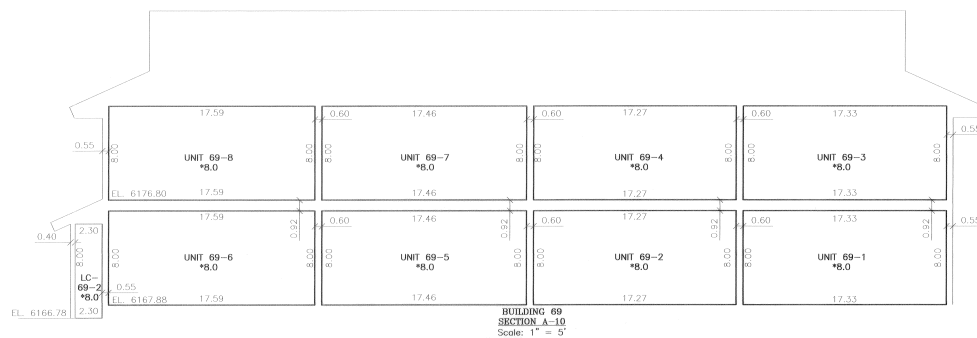
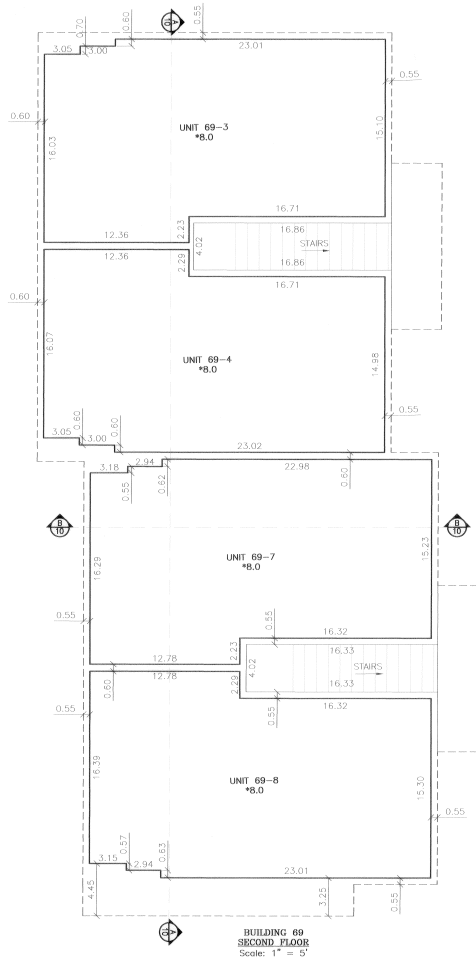
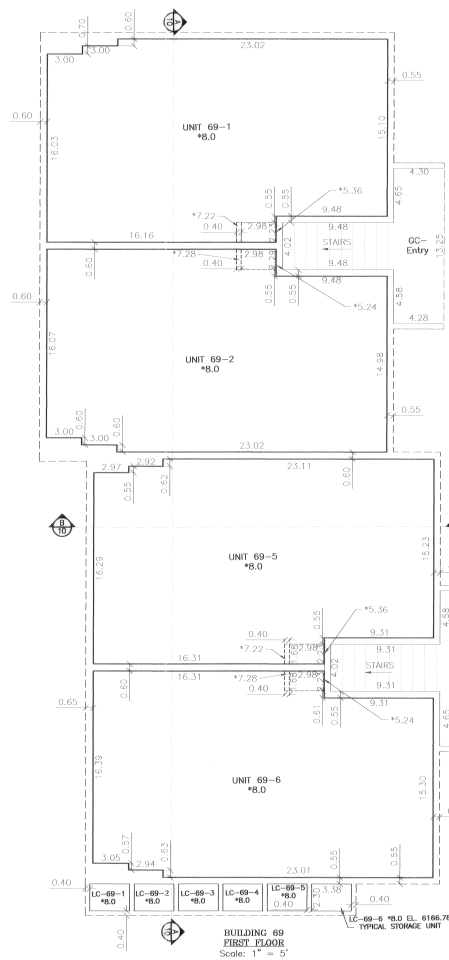
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DRAWING NO	7 of 10	JOB NO	07-086-01	JOB TITLE	Virginian Village Condominiums to the Town of Jackson Teton County, Wyoming	DRAWING TITLE	Final Plat Building 63	DATE	5/04/07	REV	11/27/07





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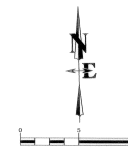
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VIRGINIAN VILLAGE CONDOMINIUMS to the Town of Jackson

a condominium subdivision of
TRACT 11
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Subdivision Planning Map
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Town of Jackson,
Teton County, Wyoming

DRAWING NO 10 of 10	JOB NO 07-086-01	JOB TITLE Virginian Village Condominiums to the Town of Jackson Teton County, Wyoming	DRAWING TITLE Final Plat Building 69	Nelson Engineering					P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	
				DESIGNED	SK	DRAWN	SK	CHECKED		JRB
				APPROVED						
				DATE 5/04/07	REV. 5/17/07					

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON, WYOMING (307) 733-8087

1229

EXHIBIT A

Unit 55-1 Virginian Village Condominiums Addition to Town of Jackson

REVISED LEGAL DESCRIPTION

Unit 55-1 of the Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229 as further defined and described in the Declaration of Condominium recorded for said property, as amended, together with that certain general common element of the Virginian Village Condominiums Addition to the Town of Jackson, Teton County, Wyoming defined, identified and depicted as “GC-Office” on that Plat recorded in the Office of the Teton County Clerk on January 16, 2008 as Plat No. 1229.

PIDN: 22-41-16-33-2-09-001

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	Stable and Transitional Residential Neighborhoods Presentation and Public Comment	Public Comment:	No

This item was continued from the November 15, 2021, workshop. Staff have updated the Next Steps - Where Do We Go from Here portion of the report to include a Key Question for Council consideration, along with adding and/or revising some items under Possible Amendments. Staff recommends that Council structure their discussion of this item following the staff report and presentation headings as follows:

- *Discussion/Questions – Changes to Zoning*
- *Points for Discussion/Questions – Building Permit and Zoning Potential Data*
- *Points for Discussion/Questions – Increased Residential Valuations*
- *Points for Discussion/Questions – Additional Thoughts*
- *Points for Discussion/Questions – Next Steps - Where Do We Go from Here*

There will be no public comment taken for this item as it was received on November 15, additional public comment will be taken at future meetings regarding specific amendments and/or regarding similar/additional workshop topics.

Purpose & Policy Considerations.

The purpose of this item is to present Council with an overview of the major land use changes and building permit and valuation trends in our Stable and Transitional residential zones since the adoption of the Comprehensive Plan in and updating of the Land Development Regulations. Based upon this information Council may consider whether changes to the Land Development Regulations (LDRs) or other changes to Town regulations are desired to ensure the vision and goals of the Comprehensive Plan are being achieved.

Staff notes that the purpose for this item is for staff to present the information, for Council to ask clarifying questions, for Council to consider the data and information, and to allow for public comment. Council discussion of possible solutions and next steps will occur at a future meeting.

Requested Action.

Staff requests that Council discuss and provide direction on next steps including further research, discussion and analysis, amendments to the Town Land Development Regulations, other.

Recommendations.

None

Background.

At the March 15, 2021, Council workshop this item was discussed with a focus on East Jackson. The outcome of the March workshop was Council directing staff to develop a scope of work to include further research, analysis, and discussion of changes to residential character in both stable and transitional subareas throughout the Town to be included in the FY22 Comprehensive Plan Work Plan. See the link to the [March workshop](#) for further background and previous Council discussion on the topic.

At the May 2, 2021, Joint Information Meeting, Council approved the FY22 Comprehensive Plan Work Plan including Town Review of Character Change in Town Stable and Transitional Comprehensive Plan Districts.

Stable Areas – LDR Amendments

The below information is intended to show the major changes made in residential zones since adoption of the 1994 LDRs. All of these zones are considered “Stable” in the 2012 Comprehensive Plan, which means additional density is not expected but that redevelopment will still happen according to development standards and market fluctuations. Please see the Comprehensive Plan section below for further policy direction and guidance on stable areas. Maps of the areas generally being discussed will be provided at the meeting.

The primary residential zones from 1994 to 2018 (date of major LDR update) were:

- Neighborhood Conservation (NC) — allowed 1 single family detached unit (1 unit)
- Neighborhood Conservation - 2 (NC-2) — allowed 2 single family detached or duplex units (2 units)
- Auto-Urban Residential (AR) — allowed 1 single family detached and two accessory residential units/apartments (3 units)
- Suburban (S) — allowed 1 single detached unit (1 unit)

Major changes to these zones since 1994 that impact density, massing, and design of residential properties are as follows:

- **2009 (NC District):** Town adopted maximum Floor Area Ratio (.40), Landscape Surface Ratio (.45), lot coverage (32%), and minimum lot size (7,500 sf) requirements for first time in NC District due to concern about overly large houses being built in Gill Addition. These changes had the net impact of reducing the potential mass of homes in the NC zone.
- **2016 (Apartment/ARUs):** Town allowed apartments/ARUs in all residential zones. This impacted NC, NC-2, and S zones because these zones did not allow apartments/ARUs prior to this change.
 - NC lots without alleys allowed 1 ARU, while NC lots with an alley allowed 2 ARUs.
 - NC-2 lots allowed 1 ARU per primary home (potential for 4 units on one lot).
 - S lots allowed 1 ARU
 - NOTE: Floor area was not increased, setbacks were not reduced to allow ARUs, so maximum floor area and building massing were unchanged. However, the potential for increased intensity of use (more people/cars) was allowed.
- **2018 (all residential zones):** A major LDR update was approved for all residential zones, including new names and some new standards relevant to this discussion as provided below:
 - NL-3 (old NC with no alley access): No major changes, except reduced height from 30’ for all structures to 26’ for flat roofs and up to 30’ for steep pitched roofs;
 - NL-4 (old NC with alley access): No major changes, except reduced height from 30’ for all structures to 26’ for flat roofs and up to 30’ for steep pitched roofs;
 - NL-5 (old AR): Increased FAR from .32. to .40 to match NL-3 and NL-4. Changed height from 26’ for all structures to 26’ for flat roofs and up to 30’ for steep pitched roofs (same as NL-3/NL-4) Allowed three structures on any kind (except condos) to be attached or detached instead of just SF with two ARUs.
 - NM-1 (old NC-2): mostly small changes to accommodate ARUs.

Major things that have NOT changed from 1994:

- Other than as summarized above, the amount of floor area, amount of greenspace, and setbacks have remained essentially the same since 1994. There is not now nor has there ever been design review for single family homes

and apartments/ARUs. Thus, most of the large structures being built today in the Gill Addition and East Jackson could have been built in years past (except for ARUs, if present).

Staff finds that the only significant land use change to these “stable” zones has been the addition of apartments/ARUs in 2016.. However, change to the existing physical character will be seen through the use of existing development potential in these areas primarily through the development of vacant/underdeveloped lots, the addition of ARUs and through the development of additional square footage. Changes to the social character (who lives there) is harder to predict but will be discussed further below.

Transitional Areas – LDR Amendments

The below information is intended to show the major changes made in residential mix use zones since adoption of the 1994 LDRs. All of these zones are considered “Transitional” in the 2012 Comprehensive Plan, which means additional density and change to a new vision for the area is expected and significant redevelopment is intended and desired to meet our community housing and other needs in accordance with development standards and market fluctuations. Please see the Comprehensive Plan section below for further policy direction and guidance on transitional areas. Maps of the areas generally being discussed will be provided at the meeting.

- **Rezone from NC to NH-1:** This was the single biggest zoning change in all residential zones. Affected areas are mostly around the fairgrounds and near Powderhorn Park and Virginian property on Snow King Avenue.
 - FAR: stays the same at .40 but 2:1 Workforce Bonus allowed in NH-1;
 - Structure setbacks stay essentially the same;
 - Height: Increased from 30’ to 35’ – 39’;
 - Stories: Increased from 2 to 3 stories;
 - Use: Single unit detached homes are no longer allowed in NH-1;
 - Minimum density: For first time in Town history, we adopted a minimum density that requires a minimum of three units on a typical 7,500 sf lot, scaled by lot size.
- Another significant change was replacing the **old AC zone with the new CR-3** along the highway corridor per below:
 - FAR: Went from variable FAR of .25 - .46 to .40 in CR-3. But 2:1 Workforce Bonus allowed in CR-3 allows much greater FAR;
 - Structure setbacks: CR-3 added a maximum structure setback along the highway of 85’ and limited amount of parking in front;
 - Height: Increased from 35’ to 42’ – 46’;
 - Stories: stayed the same at 3 stories but expanded allowance for a 4th story and 48’ in height for workforce housing if property meets minimum requirements (e.g., 2 acres, close to transit, etc.) in all of CR-3 zone;
 - Use: Generally stayed the same except limited Light Industrial south of South Park Loop Road intersection on Hwy 191.
 - Rezone of properties along South Park Loop Road from residential business to CR-3 was a significant upzone intended to promote redevelopment (and it has)
- **NM-2:** The NM-2 was added in Transitional areas (mostly Comprehensive Plan Subarea 3.2) to replace a variety of previous residential zone districts.
 - NM-2 allows buildings with up to 8 attached residential units verses previously mostly single unit dwellings with accessory residential units (ARUs).
 - FAR: stays the same at .40 but 2:1 Workforce Bonus allowed in NM-2, significantly increasing effective FAR
 - Height: Increased from 26’ - 30’ to 35’ – 39’;
 - Stories: Increased from 2 to 3 stories (except PUD allowed 3 stories)

- **NC-2 to NM-1**

- o This was a moderate change. Most changes were intended to allow more flexibility in developing two units (detached or attached on one 7,500 sf property (also including one ARU for each units for a total of 4 units on one 7,500 lot).

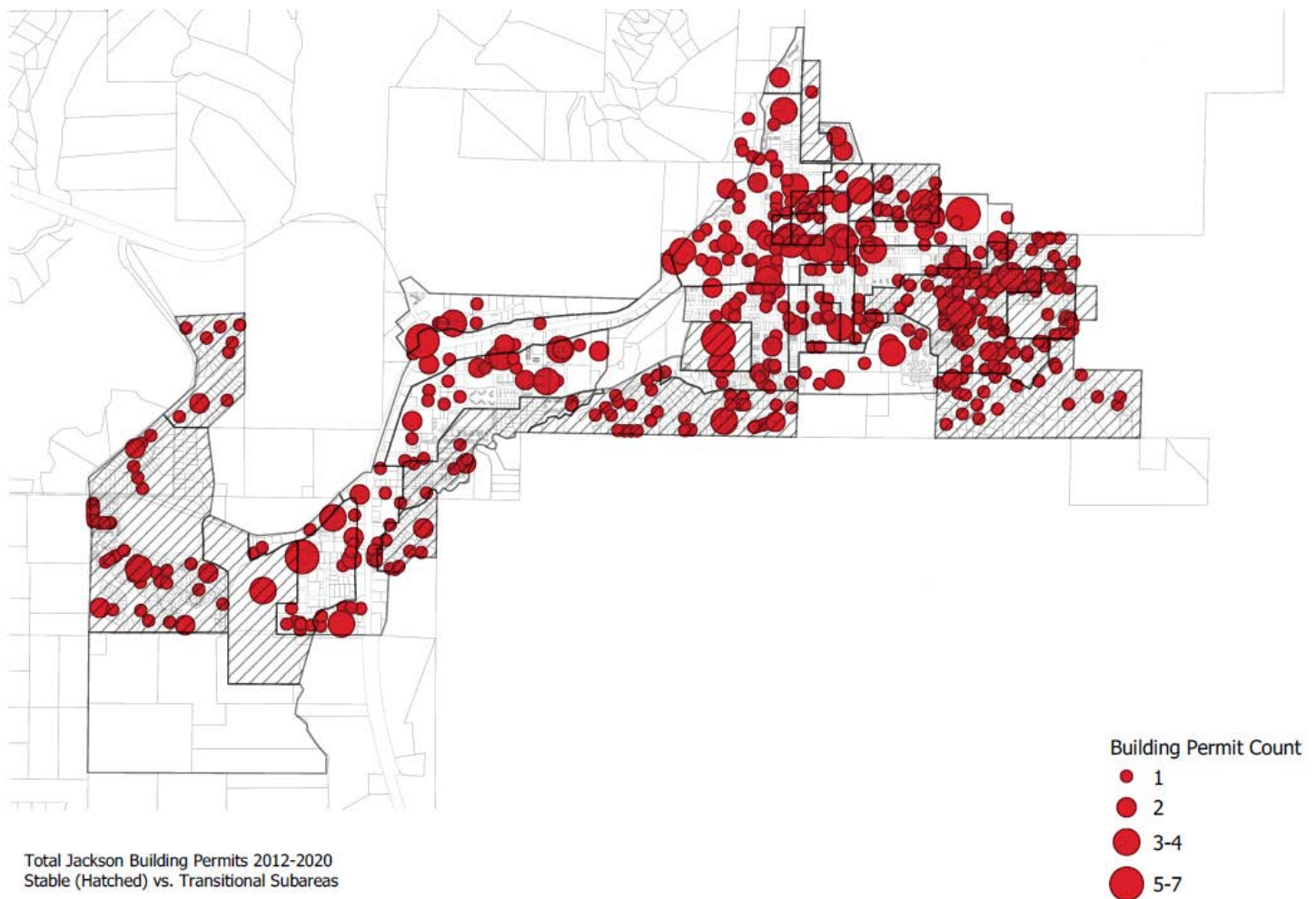
Please use the link to the [Town of Jackson Zoning map](#) to assist in reviewing the location of these changes in Town.

Analysis.

Below staff will summarize various data points that were considered as it relates to this topic. More information including maps will be presented at the workshop that are not easily represented in this format.

Building Permit and Zoning Potential Data

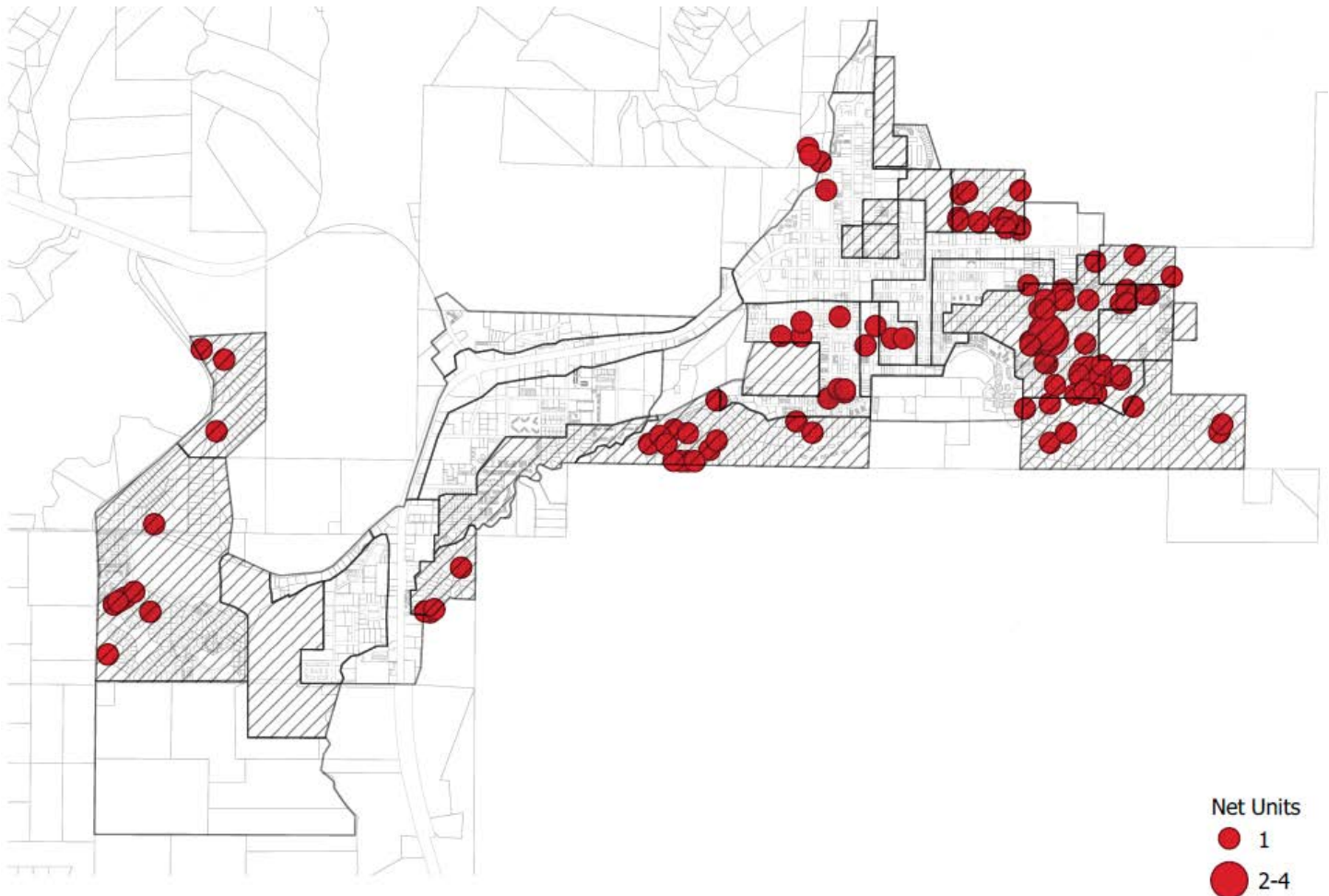
In reviewing overall building permit data for the Town in terms of residential and non-residential, it is clear that the entire Town has seen significant redevelopment and development since adoption of the Comprehensive Plan in 2012.



Below, staff has provided general analysis and comment based upon review of building permit and zoning potential data for stable and transitional residential areas.

Stable Areas

- Town is seeing exactly what was planned for by the Land Development Regulations primarily detached single unit dwellings with one or two accessory residential units (ARUs); Town is getting the ARUs we hoped for, but we don't know who, if anyone, is living in them
- The majority of development since 2017 has been new development being constructed on vacant or underdeveloped lots; i.e. demolish one existing home located on 2 lots and build 2 new homes with up to 4 accessory residential units
- Significant development potential still exists in stable areas (approximately 810 units) per zoning (although unchanged since 1994 except for additional ARUs) and will continue to be built out over time
- Owners are now maximizing development on lots in terms of square footage allowed and number of units allowed, which was not seen historically
- Stable areas have seen a significant number of lots redeveloped although with significantly fewer number of units added when compared to the transitional areas with larger multi-unit buildings with far greater number units, i.e. Gill Addition and East Jackson



Jackson Net Detached SFD Units 2012-2020
Stable (Hatched) vs. Transitional Subareas

Transitional Areas

- Town is seeing exactly what was planned for by the Land Development Regulations with larger multi-unit development, that has not been seen before.

- Develop/redevelop of detached single units in these areas remains cheaper and quicker than multi-unit development
- 80% of the remaining residential potential (approximately 3300 units) is allocated to vacant lots and infill/redevelopment in transitional areas, i.e., redevelopment potential in the CR-3 zone, contains 40% of the remaining workforce bonus floor area potential (approximately 720 units). This redevelopment will be largely out of sight, out of mind for stable area residents.
- Transitional areas have seen fewer lots redevelop but with a significant number of units; i.e. Hidden Hollow, Sage Brush Apartments, Jackson Hole Mountain Resort housing, and all of the Housing Department's public/private partnerships housing projects.

Dwelling Unit Potential as of January 1, 2021



Staff have attached the Building Permit and Growth Potential maps and will present this information in further detail at the workshop.

Points for Discussion

- **Is this the type, amount, and location of development that is envisioned by the Comprehensive Plan and Land Development Regulations? If not, are changes to the Comprehensive Plan and/or LDRs warranted?**

- Is the rate of growth something to consider moving forward?
- Should the Town develop a way to determine who is living in the Town?
- Other?

Increased Residential Valuations

Staff reviewed Teton County Assessor data to compare valuation changes for the last 8 years and found that valuations have on average increased 12% in both stable and transitional neighborhoods over this period. Reasons for this include:

- Stable area increases are largely the result of gentrification, and increased demand for this type of development a result of the reduced inventory for this development type in the County.
- Transitional area increases are primarily a result of increased development potential (up-zoning).

Staff notes that this significant increase does not include the most recent spike in residential valuation seen over the last 12-18 months. A key point here is that this upward trend of residential valuations has been occurring for some time and is not just a recent trend. In thinking about what impact increasing residential valuations have on the community, staff returned to the concept of gentrification, introduced at the March workshop as way of discussing and analyzing the change that is occurring. Gentrification was previously presented as a planning term, defined as:

“an influx of wealthy people into a particular neighborhood leading to renovations and rebuilding of homes and businesses, which often results in an increase in property values and the displacement of earlier, usually lower-income residents”

In researching this topic further, staff reviewed work by Jenny Stuber in her book *Aspen and the American Dream*, specifically her discussion of “Class Relations in the Age of Supergentrification.” Stuber and others describe *Supergentrification* as gentrification at an accelerated pace in mountain towns with an influx of very wealthy individuals often having obtained their wealth through the global finance and corporate service industries a result of the deregulation of the financial markets. This new group of residents often brings with it “intense investment and conspicuous consumption” impacting mountain towns in many ways. The impact of these new residents can take many forms including increased residential, retail, and office valuation, increased service demand, lack of connection with the local community and environment, increased philanthropic activity, increased volunteering, etc. Stuber puts forth that there are various types of gentrification that should be considered including: “classic gentrification, retail gentrification, tourist gentrification, and the like.” Staff raises this concept here for Council and the public to consider whether the Town is beginning to experience this trend as potentially indicated by the following trends:

- Significant increases in residential valuations, real estate prices and, as a result, property taxes
- Significant increases in lodging rates in both existing and especially new lodging, a shift from smaller hotel rooms to larger short-term rentals, introduction of national brands
- Significant increases in office rental rates and competition for space with new residents
- Entry of national corporate retail stores into the community for example Whole Foods, REI, Target, TJ Maxx, etc.

Points for Discussion

- Does this concept of gentrification and its possible associated impacts/benefits/consequences, relate to the Town? If so, what if anything could/should be done to address it? Is this a natural, market-driven transition that the Town should not attempt to regulate and/or influence?
- Should this trend be monitored over time to gauge the changes in our residential, retail, office and lodging uses? If so, which aspects are most important to monitor?
- Other

Stable Areas - Additional Thoughts

Below staff offer some additional thoughts to consider regarding the type of development we have seen in stable areas:

- Historic large supply of rural County lots decreasing with little supply being added putting more pressure on development in Town
- Outside investment into the speculative Town real estate market not seen before
- Increased demand to live in Town with increased amenities and services
- Apartments/ARUs added rental income to properties
- Single family homes are easy to build; 2-week permit review, no public hearings, short time on market
- Housing stock had reached its typical life cycle, 50 plus years old
- Long-time owners retiring and either moving away or downsizing
- Rush to sell properties and build single family homes before an influx of homes in northern south park
- National trend of wealthy people with ability to work remotely leaving high tax, challenging urban areas for higher quality of life with good air service (much better than in 1990s/early 2000s)

Transitional Areas - Additional Thoughts

Below staff offer some additional thoughts to consider regarding the type of development we have seen in transitional areas:

- Multi-unit development takes longer to build, costs more (total project cost) and is harder to finance requiring more risk than single dwelling unit development.
- Multi-unit development has not been prevalent in the marketplace leading to limited experience, expertise, and willingness to construct.
- Creates larger buildings and multi-unit living arrangements which are not the historic development pattern, but which are critical to meet our future housing goals.
- Most of the large housing projects have been located on relatively large sites in mixed-used zones, such as CR-3 or downtown.
- All additional residential units added to transitional areas (above the "1994" zoning) are done through the 2:1 Workforce Housing Bonus, where over 60% of the additional units have been deed restricted for the workforce thus far.

Points for Discussion

- **How does the amount, location and type of development in the Town relate to that going on in Teton County?**
- **Do neighborhoods in transitional areas need additional protections from large redevelopment projects to address impacts, such as parking, traffic, massing, sidewalks, etc.?**

Next Steps - Where Do We Go From Here

Moving forward, Council will consider the data and discussion provided here, public comment, and our Comprehensive Plan vision and framework to allow adaptive management of our Land Development Regulations and other tools to ensure we are getting the amount, location, and type of development we desire. Areas to begin to consider may include but are not limited to the following:

Key Policy Question

Should the Town consider moving away from the Comprehensive Plan Stable and Transitional neighborhood strategy and instead consider allowing increased residential density throughout the entire Town or another strategy?

- If the answer to this question is yes, a major revision to the Joint Comprehensive Plan would be required

- If the answer to this question is no, the following list of possible amendments could be considered to assist in better implementation of the current Comprehensive Plan, Stable and Transitional area strategy.

Stable Areas – Possible Amendments

- Introduce incentive-based standards for deed restricted units including but not limited to:
 - Reduce allowable non-deed restricted floor area; allow floor area increases if units are deed restricted
 - Reduce allowable building mass; allow increases if units are deed restricted
 - Decrease the amount of greenspace allowed for deed restricted units
 - Decrease setbacks for deed restricted units
- Consider reductions in parking requirements for deed restricted, small units (under 1500 square feet) and ARUs
- Consider developing design guidelines and voluntary or required design review of single-family homes to avoid cookie-cutter floor plans (tract housing)
- Lot splits – allow smaller lots for smaller homes to provide ownership opportunities for an under-served segment of the workforce
- Consider amending the requirement of only 1 owner per lot (3 units) to allow multiple owners per lot
- Consider adding additional unit types such as duplexes and tri-plexes to current zones
- Require permanent deed restriction of all ARUs
- Consider adding a bonus tool for deed restricted ARUs to provide additional height, additional floor area, etc.)
- Update nexus study → update mitigation requirements for large single dwelling unit homes
- Address the leakage of residential units to short term rentals by increasing the minimum lease term from 30 to 90 or 120 days along with changes to the overall short term rental licensing and enforcement programs
- Other?

Transitional Areas – Possible Amendments

- Consider reductions in parking requirements for deed restricted, small units (under 1000 square feet) and ARUs
- Consider year around on-street parking
- Address the leakage of residential units to short term rentals by increasing the minimum lease term from 30 to 90 or 120 days along with changes to the overall short term rental licensing and enforcement programs
- Require permanent deed restriction of all ARUs
- Prioritize impact investments as called for in the Comprehensive Plan to supported increased density including sidewalks, lighting, on street parking, parks, transit,
- Support local convenience commercial and other limited community services in these areas
- Other?

The goal of the workshop is to better understand the current Comprehensive Plan vision and associated LDRs for our residential areas and to begin to think of amendments to our current LDRs and other regulations to help better achieve them.

Possible Alternatives.

1. No further action/discussion on the topic
2. Consider further research, analysis and discussion of Town Gentrification
3. Direct staff to complete LDR text amendments and/or rezoning
4. Moratorium? If so, for what specific purpose?
5. Etc.

Comprehensive Plan & Priority Alignment.

Below staff have provided the key sections from the Comprehensive Plan that describe the purpose and intent of the stable and transitional area concept.

Policy 4.1.c: Promote compatible infill and redevelopment that fits Jackson's neighborhoods

Infill and redevelopment will be key strategies for fostering the elements of a Complete Neighborhood in specific subareas in Town. Infill and redevelopment will be compatible in scale, use and character in Stable Subareas, and will be consistent with the desired future character in Transitional Subareas. Considerations should include the identification of appropriate relationships between land uses and development of varying intensities. An important goal will be to maintain or reestablish a strong sense of ownership by all residents of their neighborhoods. The Town Character Districts provide specific guidance for infill and redevelopment projects, consistent with the desired character for each Subarea of Town.

Policy 4.3.a: Preserve and enhance Stable Subareas

The characteristics of Stable Subareas include a predominance of owner-occupied units, a variety of residential unit types, including workforce housing, and some limited nonresidential uses. Residents of these Subareas should be able to walk to local convenience commercial that should generally be within $\frac{1}{4}$ to $\frac{1}{2}$ mile of their residences. Public spaces will typically be provided in public parks. Complete streets, including options for walking, biking, and transit, will be provided throughout. The consolidation of multiple lots to create larger single-family homes is inconsistent with existing character and with our growth management goals. **Even with a consistent physical character, the social character of these stable subareas is likely to change without efforts to preserve historic workforce occupancy.**

Policy 4.3.b: Develop Transitional Subareas

Some subareas in Town are better suited for new development or re-development. In these Transitional Subareas the general public agrees that change is beneficial. Future development should provide a variety of housing types that create additional workforce housing, including multiple family owner-occupied and rental housing. These subareas should include local convenience commercial generally within $\frac{1}{4}$ to $\frac{1}{2}$ mile of residences. Public spaces will typically be provided in public parks. Complete streets, including all alternative transportation modes, will be provided throughout. Character will be defined less by the existing development pattern and more by the future Vision for the subarea. **Developers are encouraged to utilize the allowances and incentives because these transitional subareas are the desired location of growth. Impactful investments in public infrastructure and housing will help to bolster these subareas and support efforts to promote quality of life.**



complete neighborhoods provide: • defined character and high-quality design; • public utilities (water, sewer, and storm sewer); • quality public spaces; • a variety of housing types; • schools, childcare, commercial, recreation, and other amenities within walking distance ($\frac{1}{4}$ to $\frac{1}{2}$ mile) of residences; and • connection by complete streets that are safe for all modes of travel.	stable subarea: • Subareas in which no change to the existing character is necessary • Development will be infill that maintains the existing identity or vitality • The subarea may benefit from strategic infill or development of non-existing Complete Neighborhood amenities
	transitional subarea: • Subareas where most of the community would agree that development/ redevelopment or a change in character would be beneficial • Subareas that would benefit from reinvestment and revitalization • Goals for development include improving access to jobs, housing and services and reducing reliance on single-occupancy trips

Fiscal Impact.

Staff have contracted with OPS Consulting to assist in data gathering analysis in an amount not to exceed \$10,000 from the Community Development Professional Services account. Much of the data included here was also required for the ongoing Housing Needs Assessment and Nexus Study. In addition, staff plans to apply for grant funding to offset this expense.

Staff Impact.

Staff in Community Development have spent approximately 60 hours working on this topic.

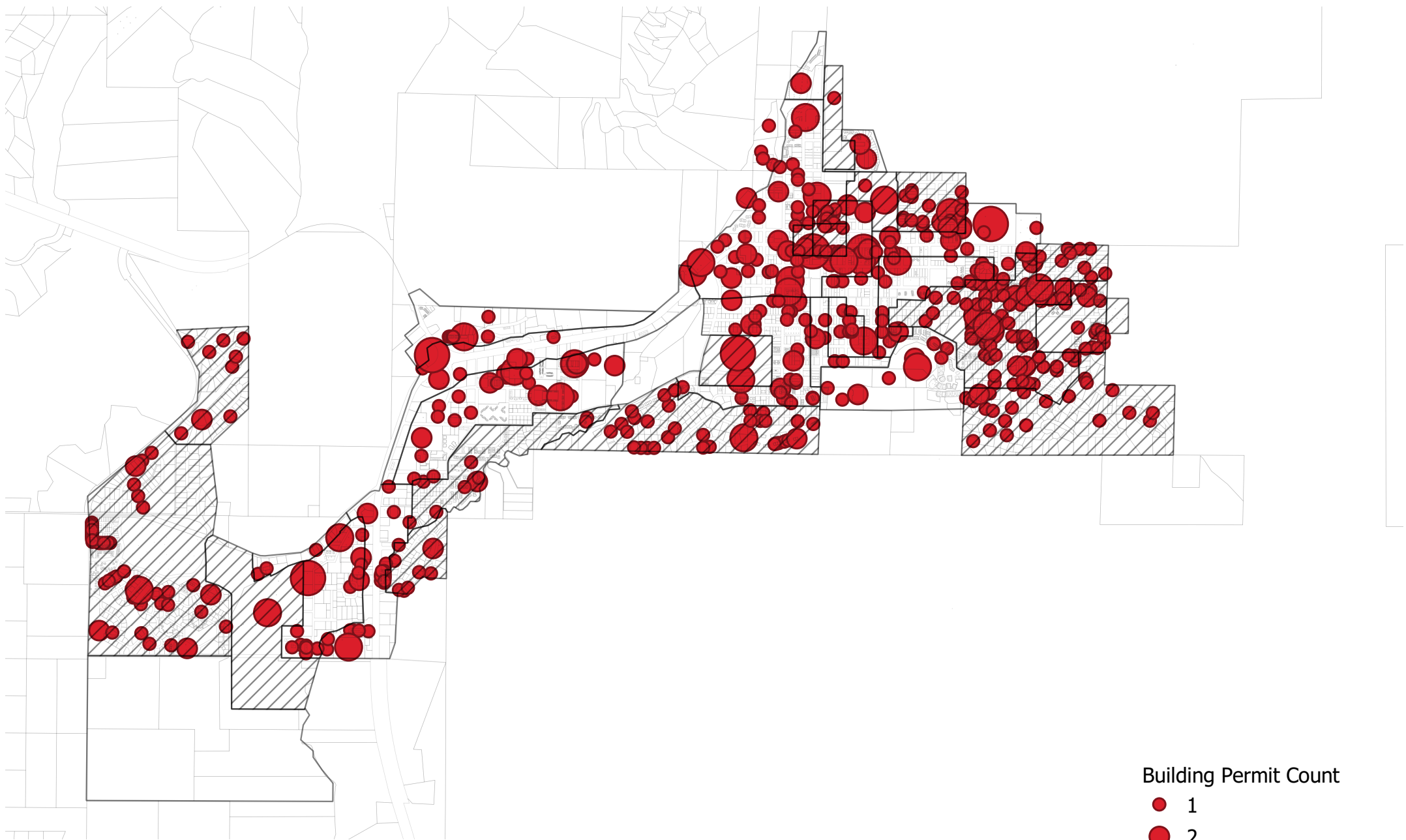
Attachments or Links.

Building Permit and Zoning Potential Maps
Public Comment – updated

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

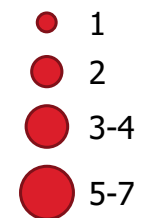
I move to direct staff to prepare the following Land Development Regulation (LDR) Text Amendments and to process them through the typical LDR Text Amendment procedures and process:

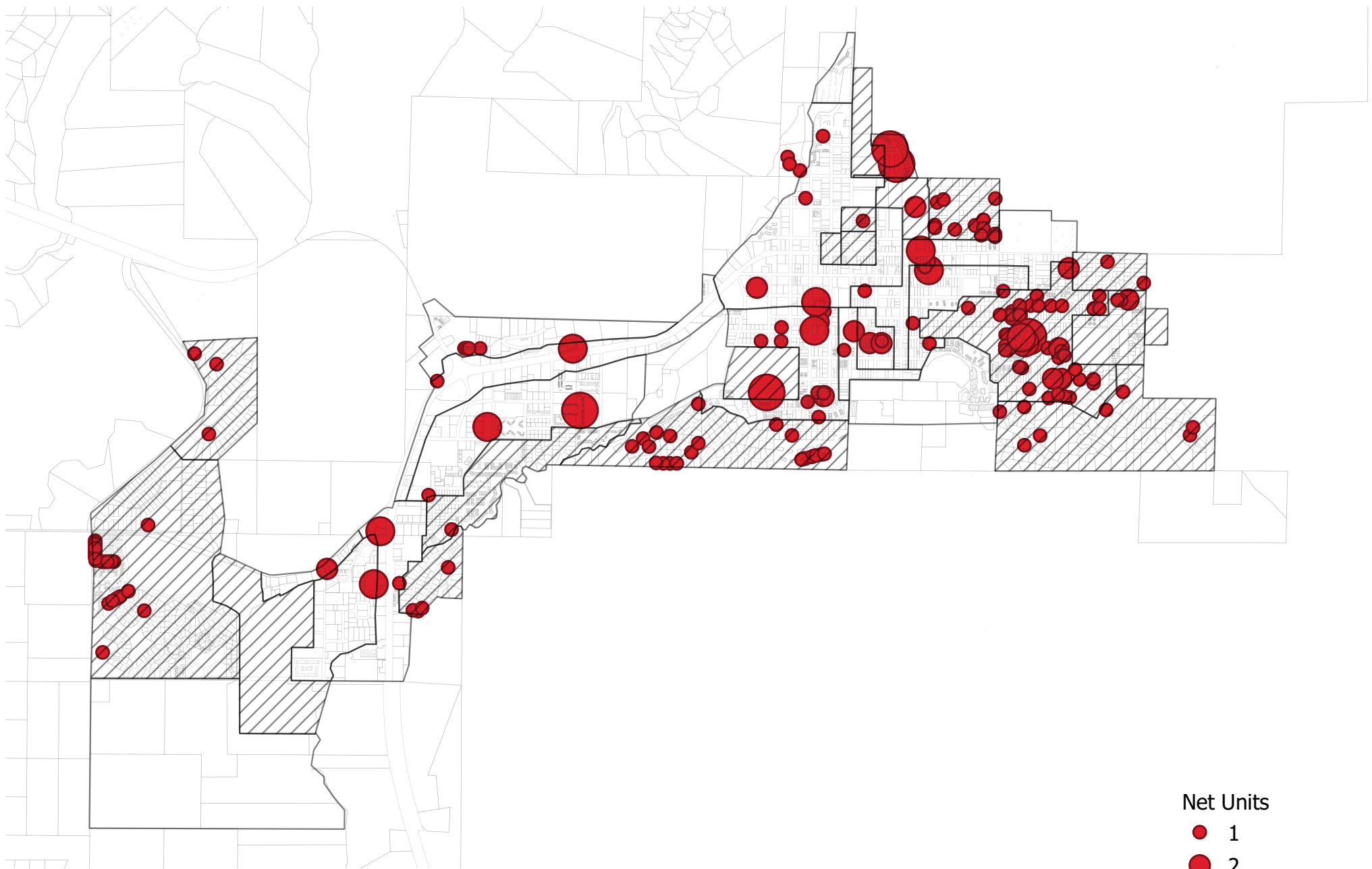
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Total Jackson Building Permits 2012-2020
Stable (Hatched) vs. Transitional Subareas

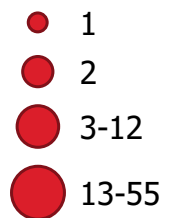
Building Permit Count

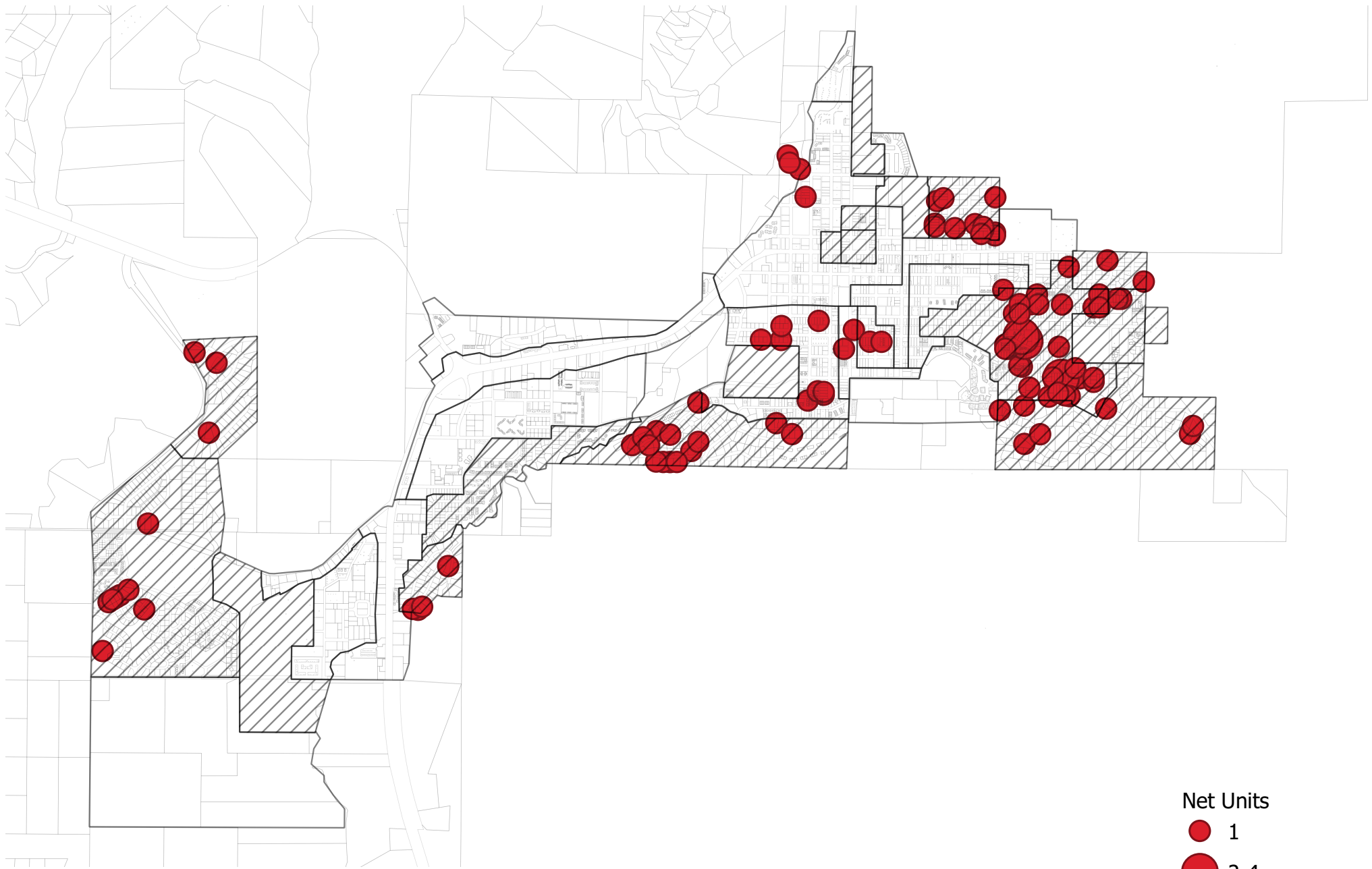




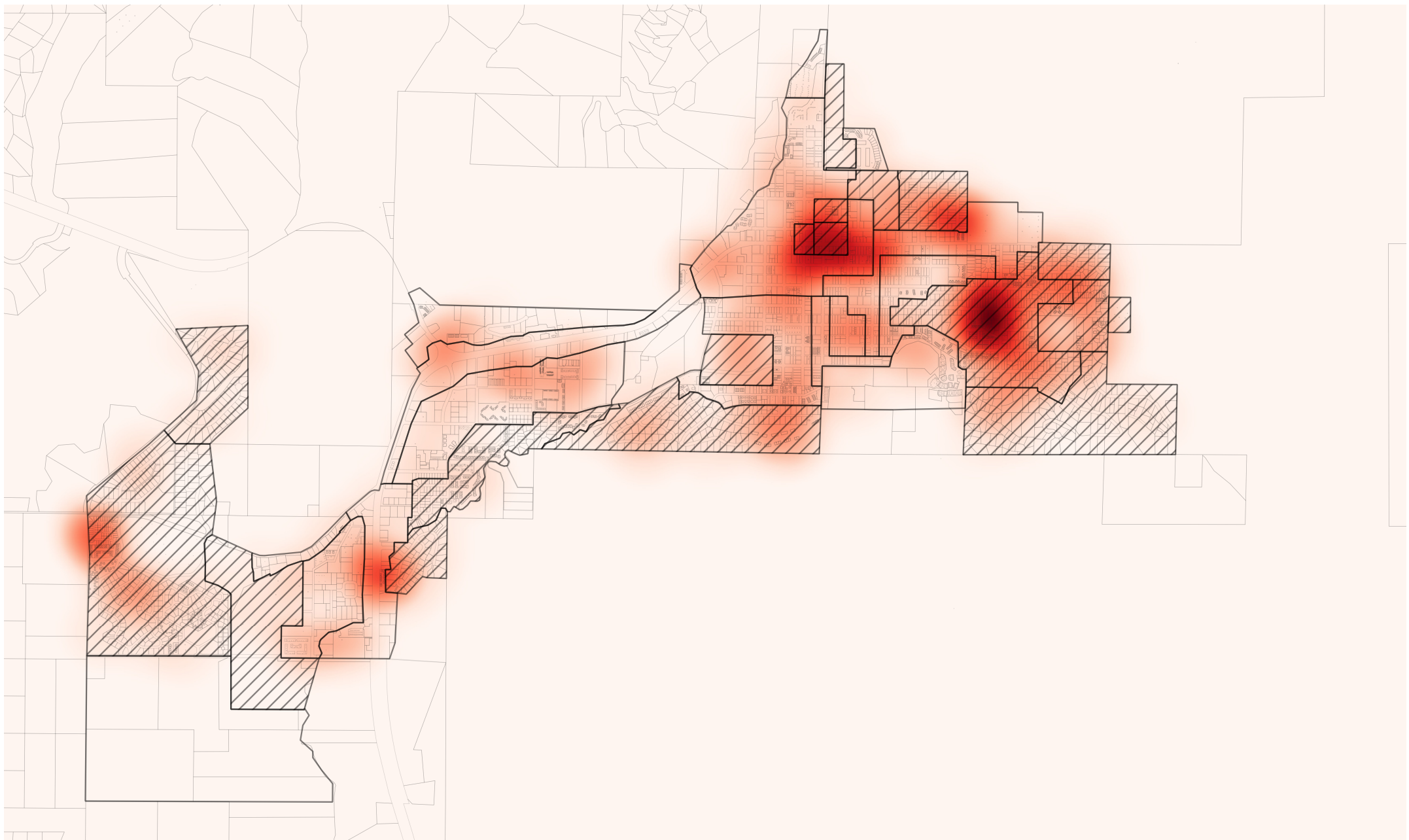
Jackson Net Units 2012-2020
Stable (Hatched) vs. Transitional Subareas

Net Units





Jackson Net Detached SFD Units 2012-2020
Stable (Hatched) vs. Transitional Subareas



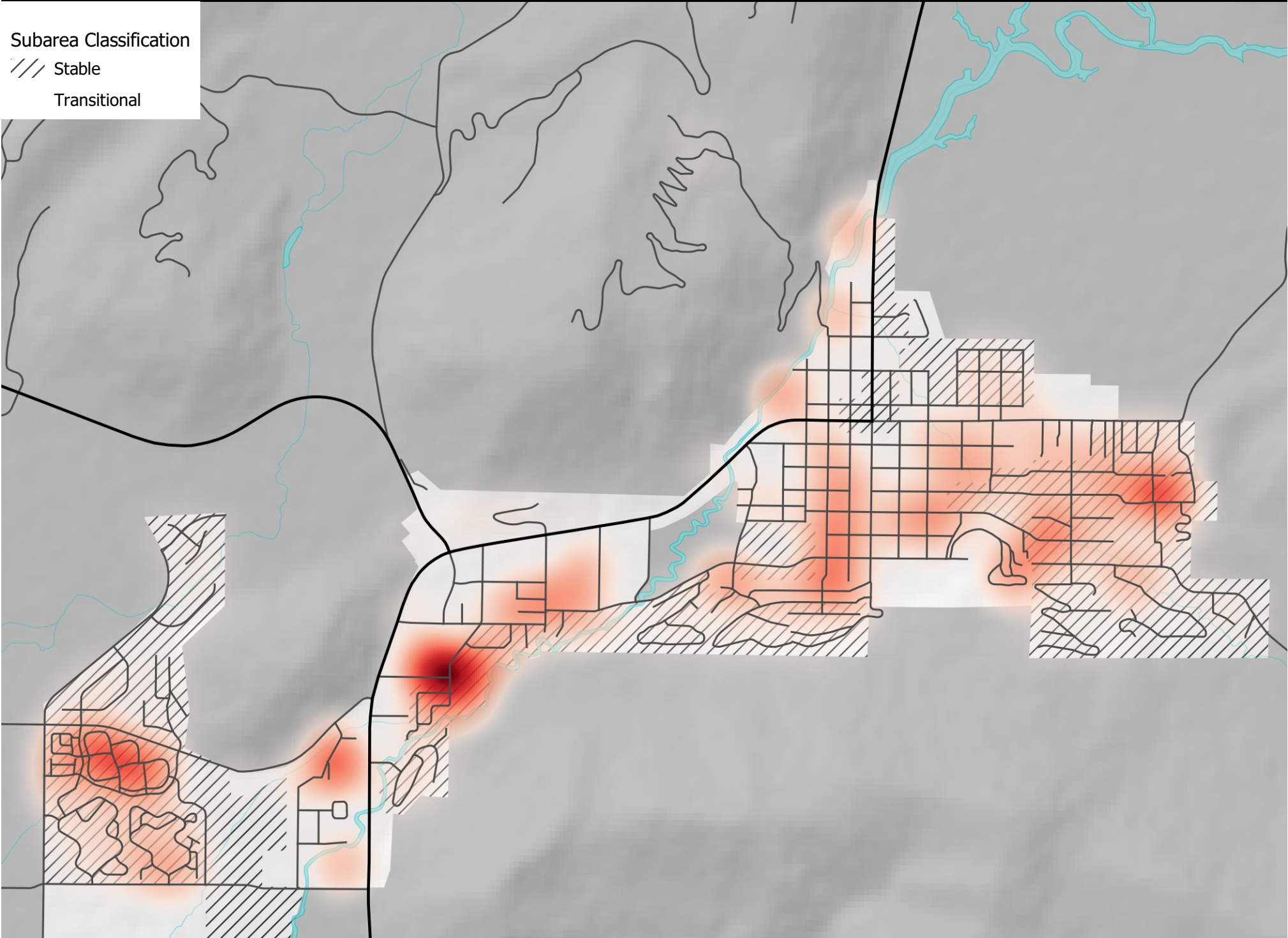
Total Jackson Building Permits 2012-2020
Stable (Hatched) vs. Transitional Subareas

Residential Density January 1, 2017

Subarea Classification

/// Stable

Transitional

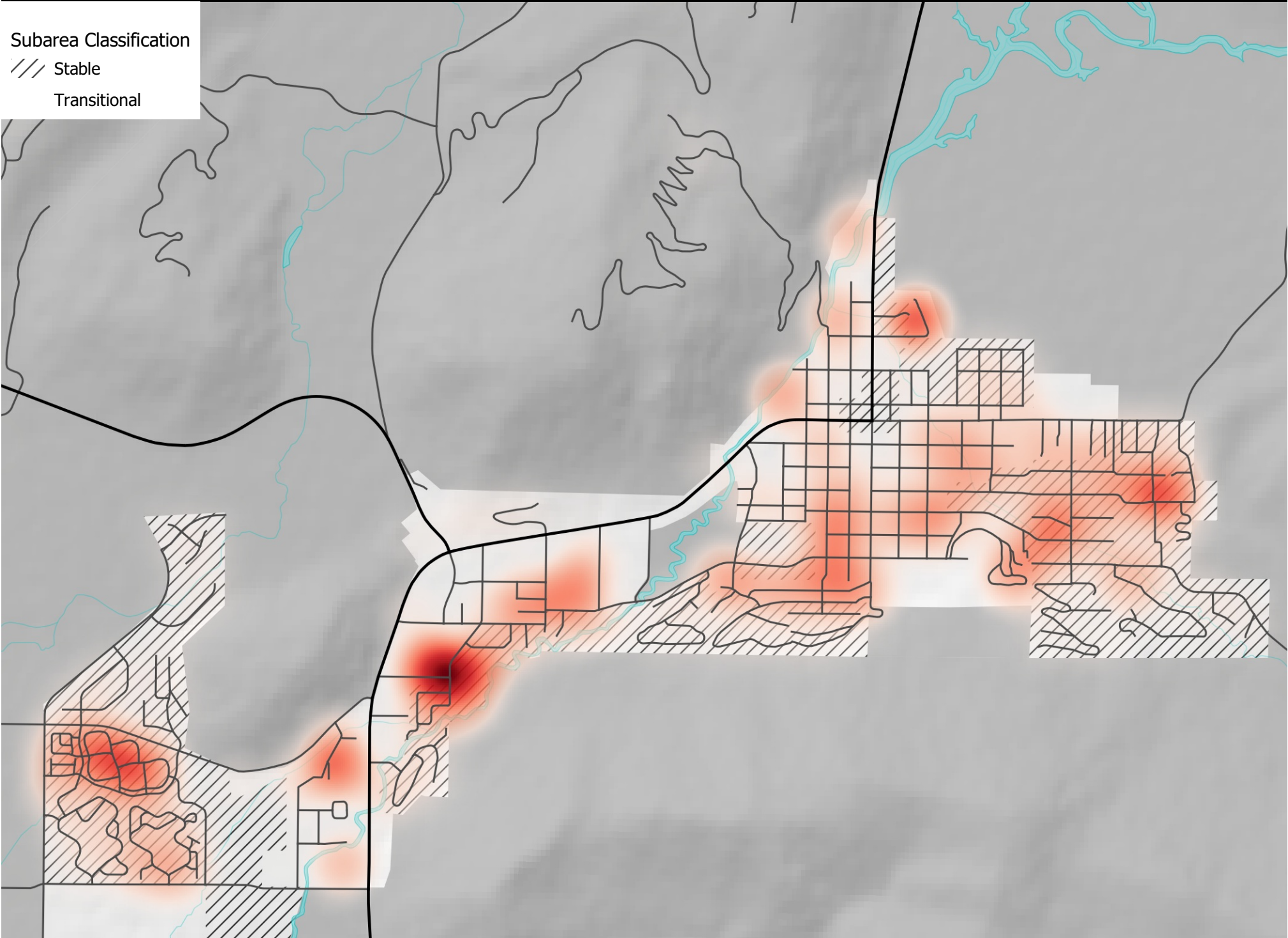


Residential Density January 1, 2021

Subarea Classification

/// Stable

Transitional

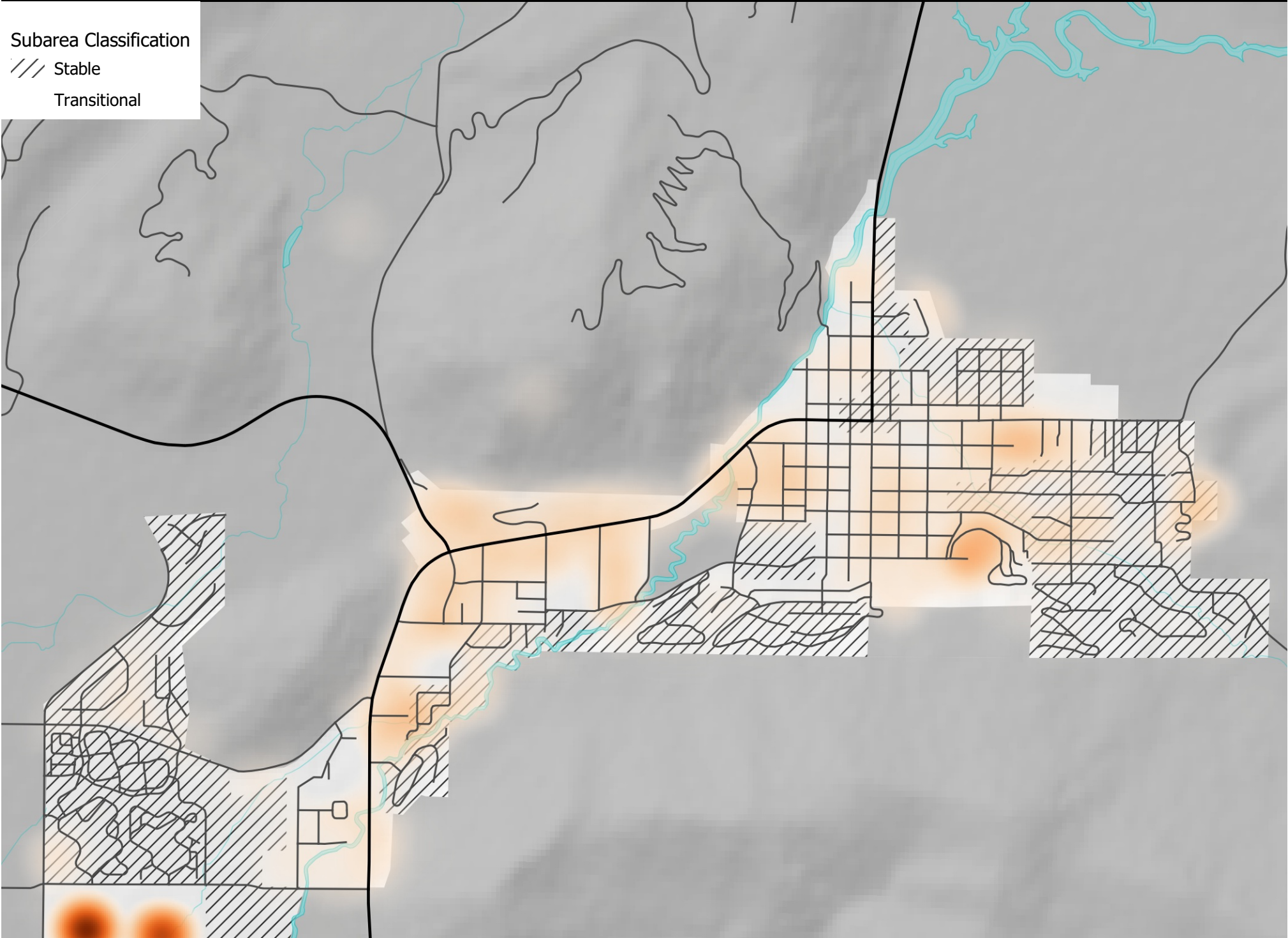


Dwelling Unit Potential as of January 1, 2021

Subarea Classification

/// Stable

Transitional

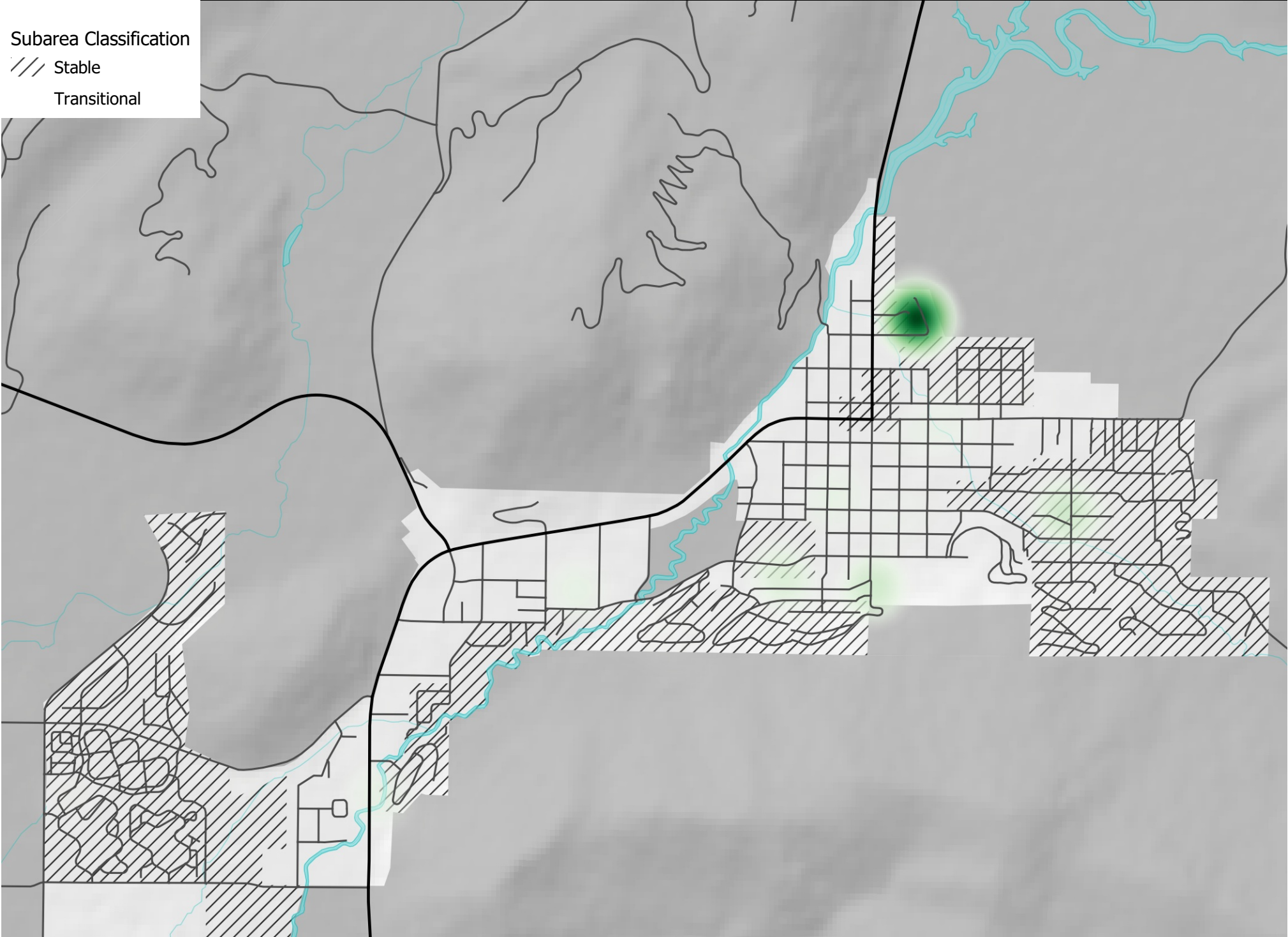


New Buildings by Dwelling Units 2017-2020

Subarea Classification

/// Stable

Transitional

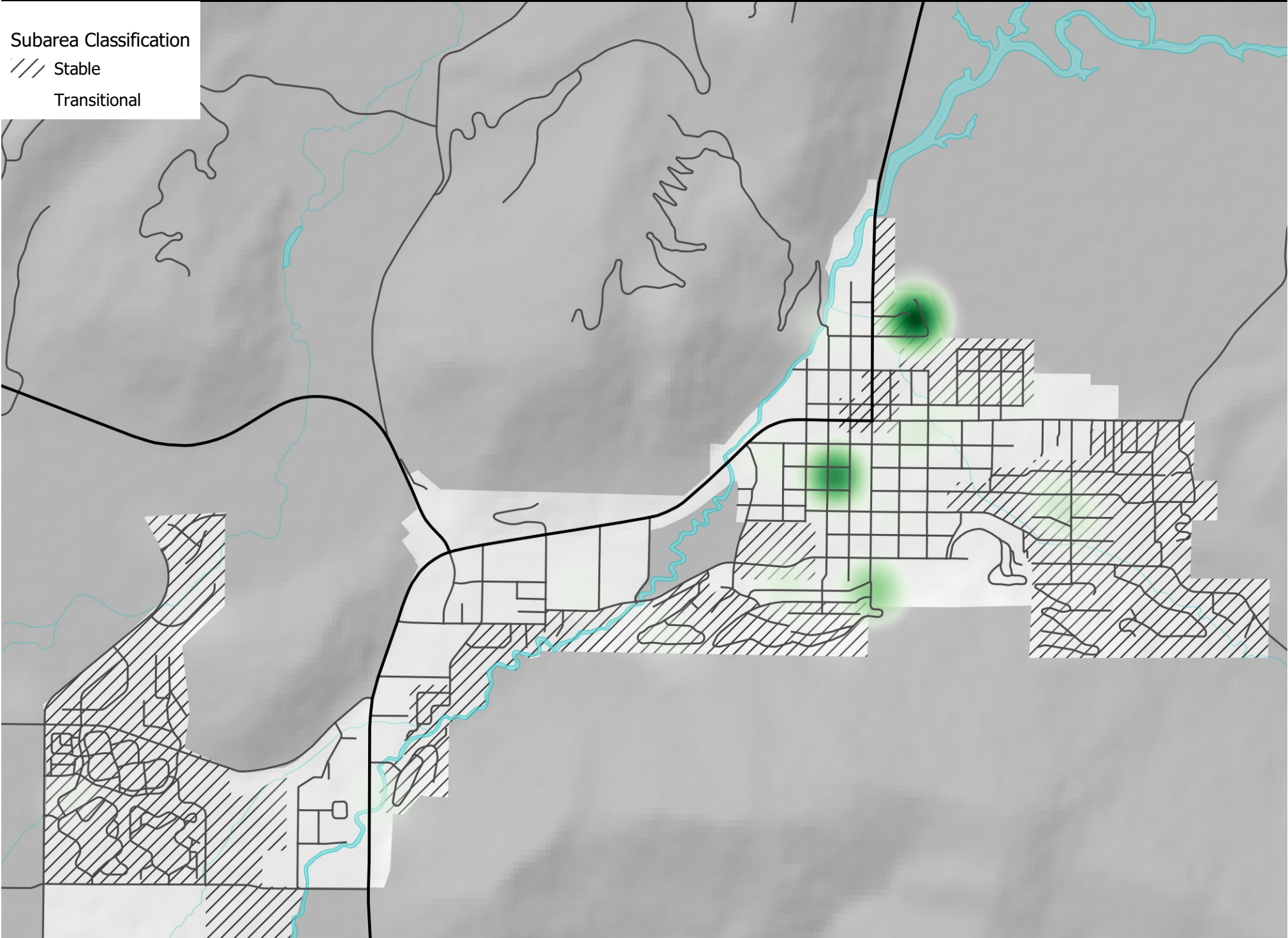


New Buildings by Total Floor Area 2017-2020

Subarea Classification

/// Stable

Transitional

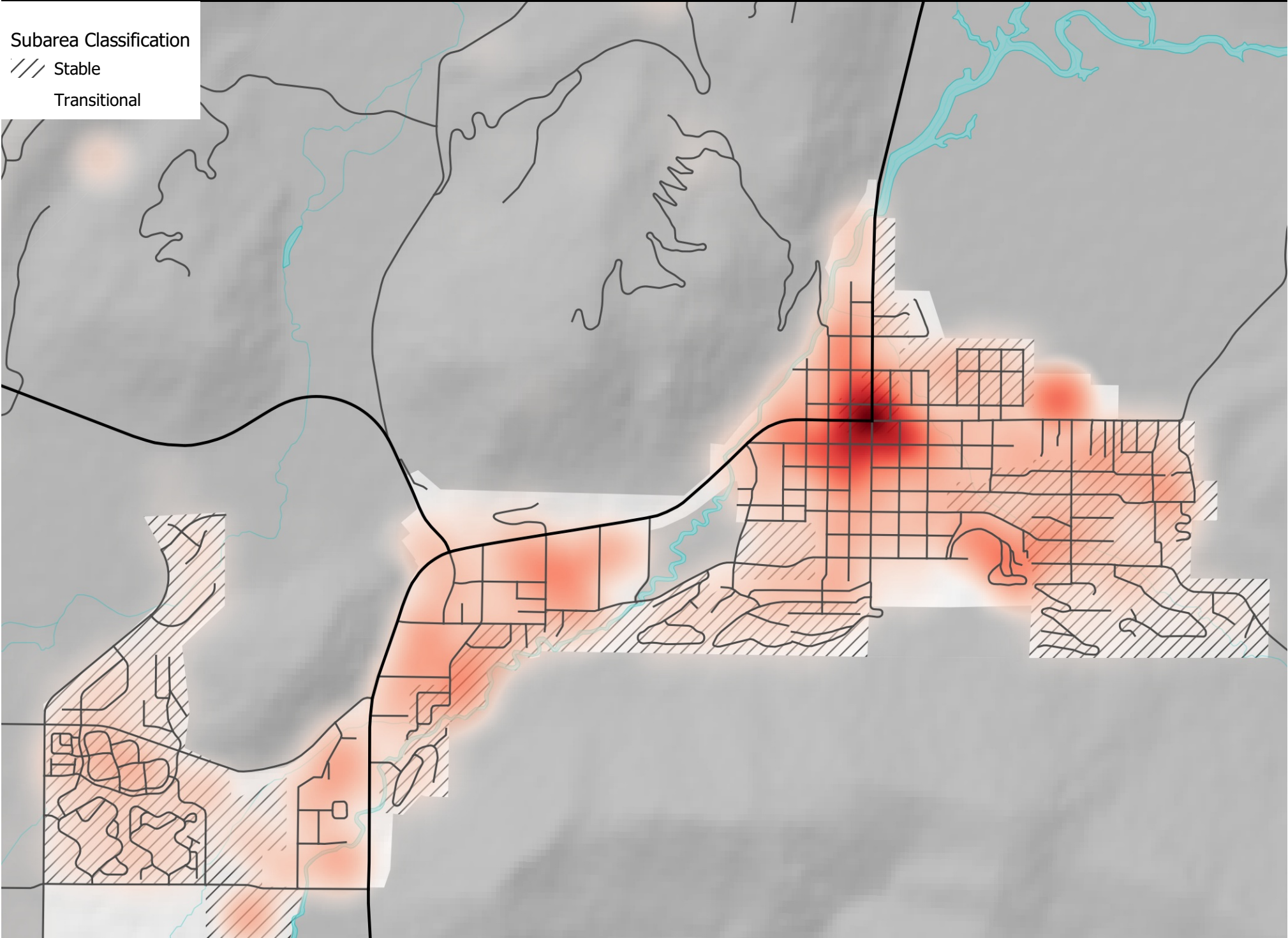


Total Floor Area January 1, 2017

Subarea Classification

/// Stable

Transitional

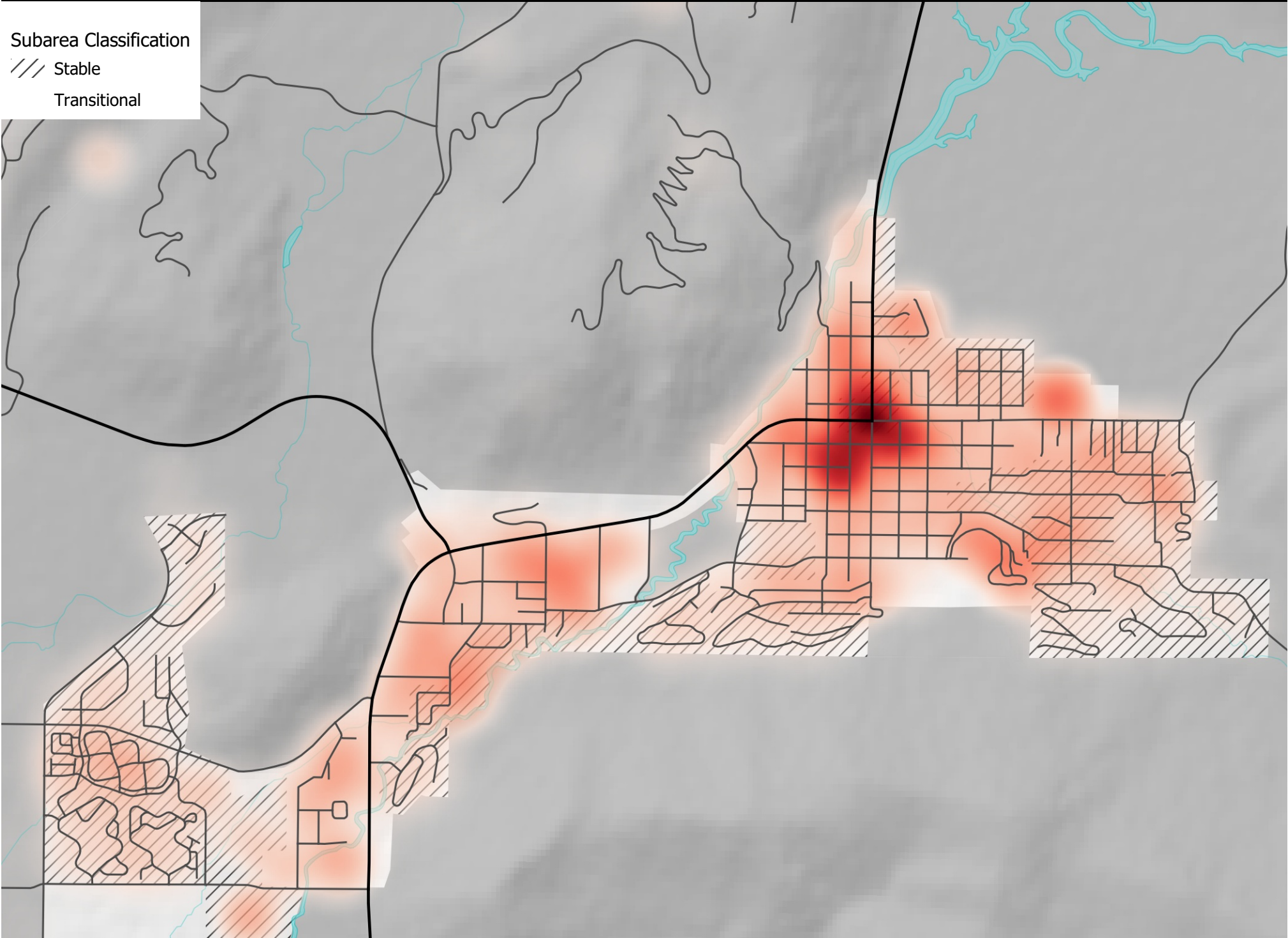


Total Floor Area January 1, 2021

Subarea Classification

/// Stable

Transitional

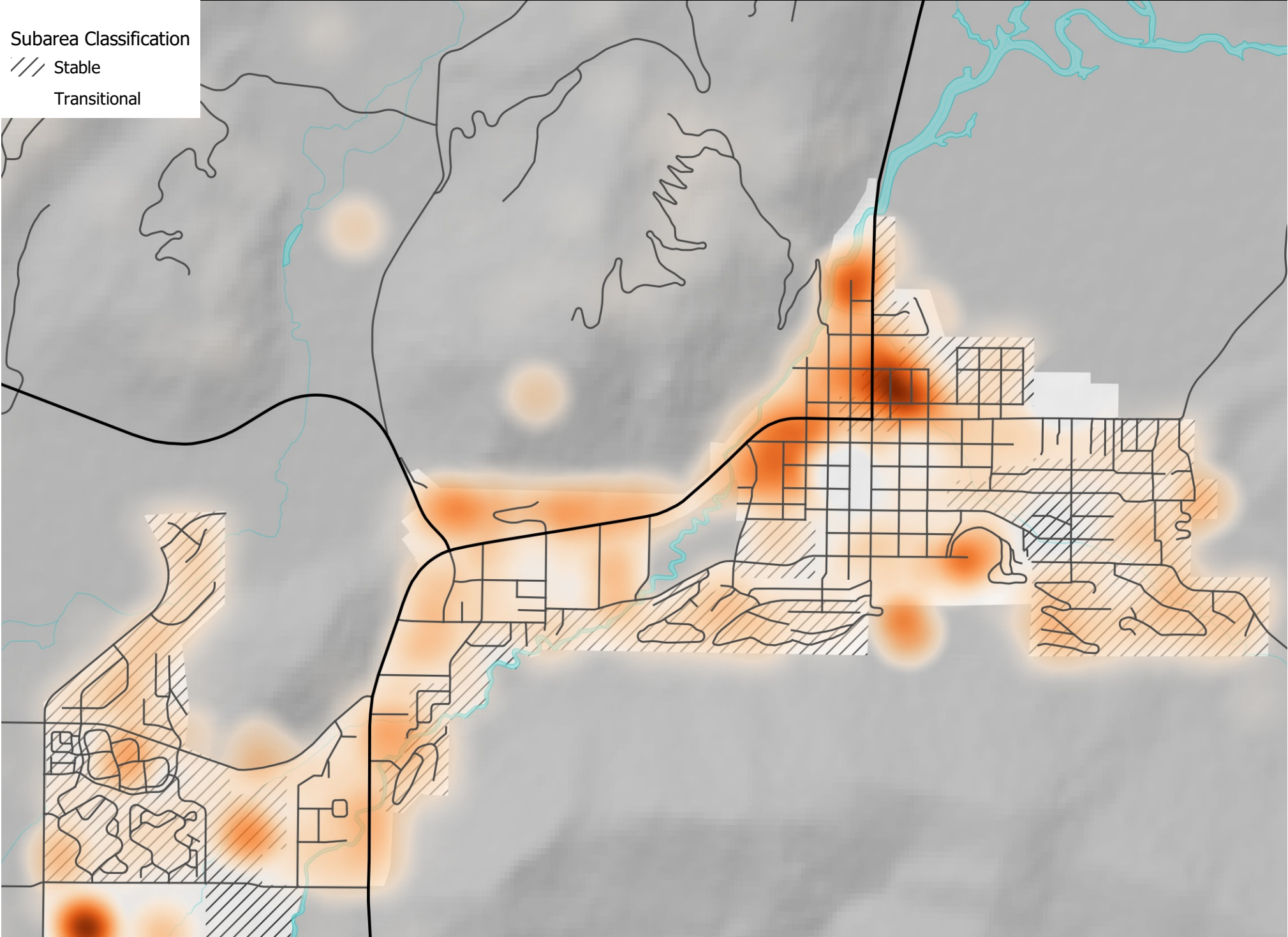


Floor Area Potential as of January 1, 2021

Subarea Classification

/// Stable

Transitional

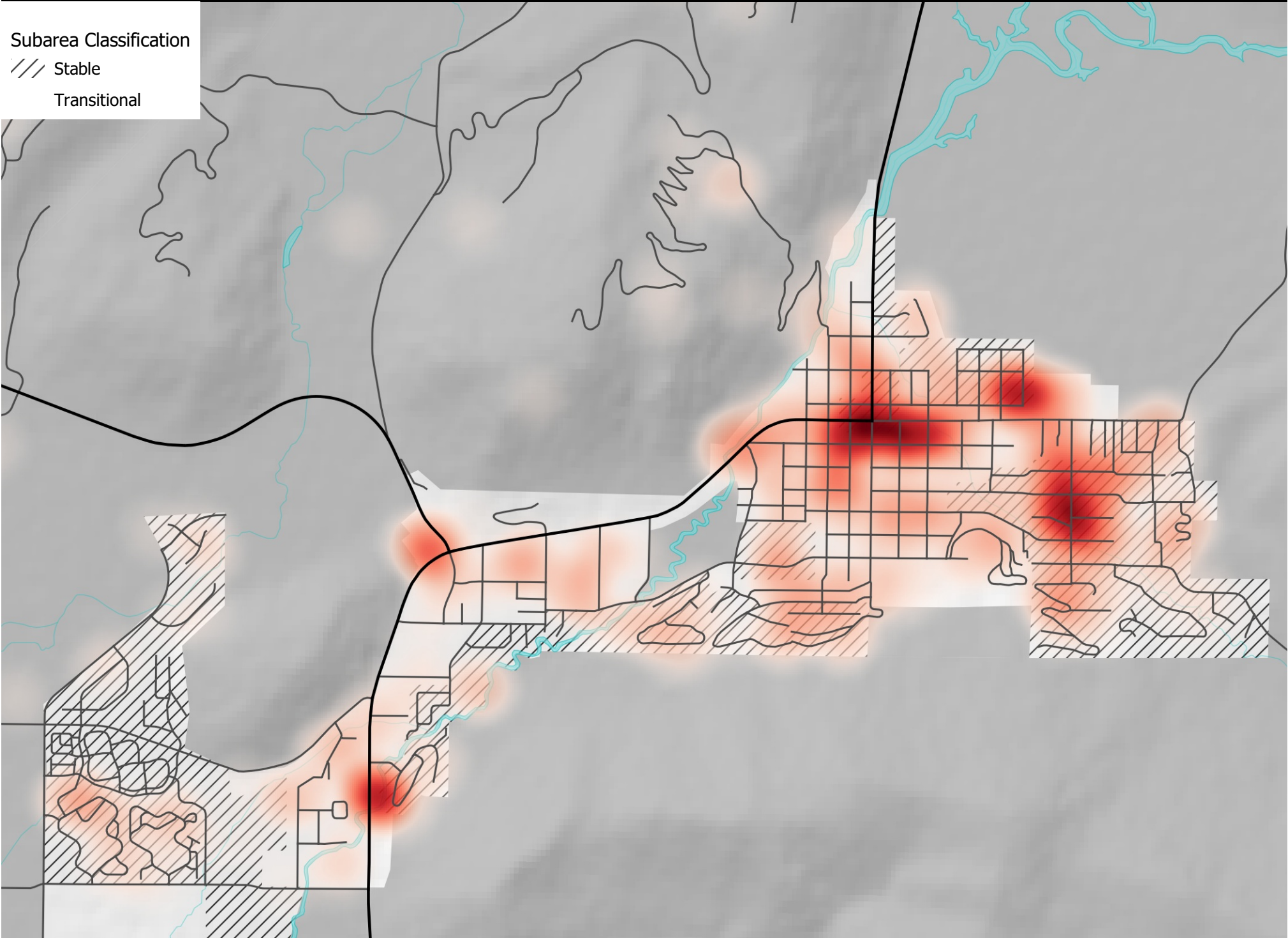


Building Permits Finaled 2017-2020

Subarea Classification

/// Stable

Transitional

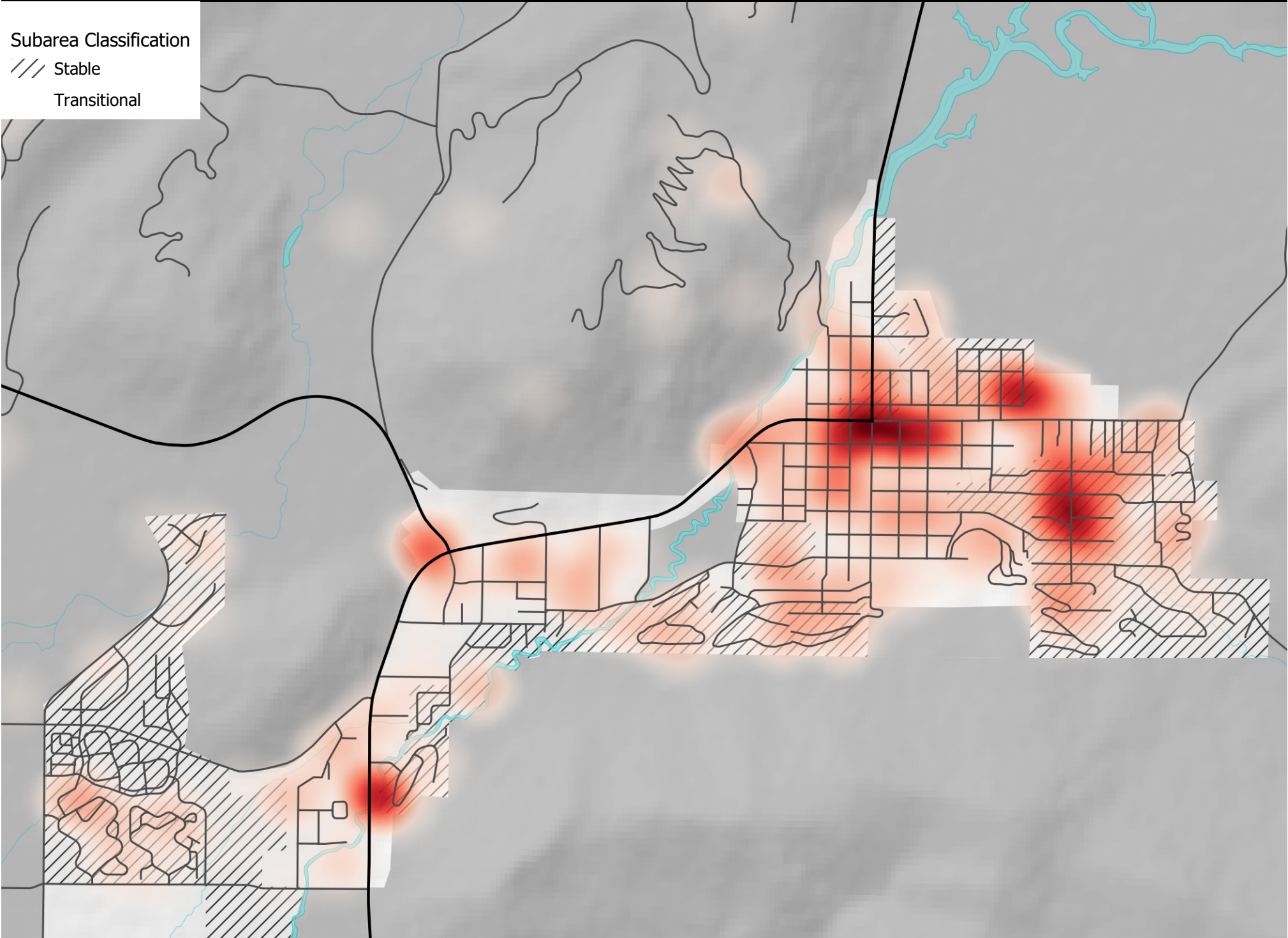


Demolished Buildings by Total Floor Area 2017-2020

Subarea Classification

/// Stable

Transitional



Demolished Buildings by Dwelling Units 2017-2020

Subarea Classification

/// Stable

Transitional



From: [Michael Stern](#)
To: [Perri Stern](#)
Cc: [Tyler Sinclair](#); [Paul Anthony](#)
Subject: Re: Thank you
Date: Tuesday, November 2, 2021 3:01:23 PM

EXTERNAL EMAIL from michael@masplaces.com. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, thanks again for stopping by to talk and listen to our opinions.

A couple of additional thoughts:

- I think we should develop design guidelines for residential as well as commercial projects. Right now, if I recall correctly, projects under 3 units don't have to go through design review - that is too big a loophole as we have seen exploited in East Jackson. And the existing zoning is clearly not giving us the neighborhood character we desire - we need some form-based codes for these areas as well. Whether single-family houses should go through design review should be a discussion point, particularly since so many of the new houses are speculative real estate plays.
- I would like to see a discussion of eliminating the Lodging Overlay and/or consideration of a moratorium on new lodging since that seems to be one of the biggest impediments to rebalancing our housing needs since it creates so many new jobs without enough housing to match. Not directly related to community character some might say, but I think the real estate pressure it creates, is.

Looking forward to this workshop,

Michael

Michael A. Stern

PO Box 837, Jackson, WY 83001

Phone: 412-956-3750

Email: Michael@MASplaces.com

www.masplaces.com

On Mon, Nov 1, 2021 at 10:10 AM Perri Stern <perristern1@gmail.com> wrote:

Hi Tyler and Paul,

Thank you both for meeting with me and Michael last Friday. I appreciate your hard work, dedication and commitment to our town and specifically to the issues surrounding neighborhood development.

Tyler, taking you up on your suggestion to forward thoughts and ideas for the November 15 Town Council Workshop on Community Character. Here are some things that I think are

important:

1. The discussion should be balanced, with equal attention paid to East and West Jackson.

I'm concerned that because the "physical" changes are currently more apparent in East Jackson, comments will focus mainly on that neighborhood. However, as we discussed, between the 440 West Kelly and Red House apartment buildings, there will be nearly 80 new apartment units that will be developed in a relatively small footprint over the next couple of years. That's a lot of density.

2. Although there are several issues related to zoning, a *targeted revision of the NH1 Zoning in West Jackson is at the top of the list of community members' concerns.*

The current NH1 Zoning bloc throughout West Jackson has proved to be fraught with issues. We want to encourage additional density in this neighborhood, but the NH1 Zoning is in fact creating numerous challenges to homeowners who want to add density to their properties.

NH1 Zoning should be limited to Snow King Avenue and West Broadway; two major streets that are more appropriate for maximum density.

No new multi family apartment projects should be approved in West Jackson until a targeted zoning revision occurs.

3. We need a better system for public input to multi unit housing projects that receive any sort of public funding. There needs to be a clear and systematic process for soliciting and incorporating public input *throughout the project*. Here are some ideas, I'm sure there are other ways as well:

The Design Review Committee should accept public comment at its meetings.
The DRC should review all residential projects that receive any type of public funding.

The Housing Department should publish their meetings packet on the Teton County website prior to their meetings.

The Housing Supply Board should accept public comment at its meetings.

4. Limit Developers' abilities to create housing projects that "fill the box".

The workforce housing bonus and LDR modifications/incentives should be limited to the downtown core and larger thoroughfares; and should not be permitted in smaller residential neighborhoods.

I'm looking forward to the meeting. Thank you again.

Perri Stern



November 10, 2021

RE: Emergency Moratorium

Dear Mayor Morton-Levinson and Councilors,

The board and membership of ShelterJH is calling for an **emergency moratorium** in the Town of Jackson on any new development and building permits for one year, or until the Town updates its zoning standards to incentivize and regulate the production of homes that locals can afford. Projects with at least 80% deed restricted units should be exempt from this moratorium.

As our elected officials, your job is to protect the **public health, safety and welfare of your constituents**. The lack of affordable homes in our community impacts all your constituents:

- Teton county workers are housing insecure: forced to live in cars, inhabit overcrowded homes, sleep in shifts, or commute long distances. These challenges impact their health and safety.
- Businesses cannot hire or retain enough employees to run their businesses, impacting their welfare and profitability.
- Many of our essential workers are forced to live outside the valley including 36% of hospital employees and nearly 100% of law enforcement officers, impacting the safety of all your constituents.
- Our workforce is in a constant state of insecurity, relying on our overstretched and under-funded social service providers for survival. Providing adequate affordable housing, especially rental properties, will reduce social service costs and increase health, education and financial outcomes.
- More than 100 children are homeless or housing insecure in Teton County. As one of the wealthiest counties in the country, this travesty is inexcusable.

Current zoning standards are leading to an increasingly exclusive community and forcing local workers out of the valley. Zoning standards allow luxury condos, high-end single-family homes, and boutique hotels, but make it difficult to build multi-family affordable rentals. Public investment in housing is predominantly Workforce-restricted, doing little to create homes for working people in our community.

Here is the bottom line: the impact of our zoning and public investment is discriminatory, pushing those with less means and more often people of color into unhealthy living conditions.

These practices are putting the Town of Jackson at [legal risk](#) as we are increasingly in violation of the Fair Housing Act's disparate impact standards of discrimination. The disparate impact rule has a long history and has been upheld in federal circuit courts for more than 40 years. It was codified in 2013, allowing people to challenge policies and practices that aren't explicitly discriminatory, but have disproportionately adverse impacts based on race, color, religion, sex, familial status, national origin, or disability. Although it has a long history, discriminatory effects analysis has been given varying weight over the years; however, on June 25, 2021, the US Department of Housing and Urban Development (HUD) published in the *Federal Register* a notice of proposed rulemaking (NPRM) to restore the discriminatory effects rule adopted by HUD in 2013, indicating increased support for the test. Accordingly,

organizations need to pay closer attention to the effects of their policies than was the case during the previous administration.

We are calling for an emergency moratorium to stop all new development because the current policies of the Town of Jackson increasingly put our community members at risk, and make us vulnerable to legal action.

There is no silver bullet to solve this problem, but **there are a number of bold actions you can take NOW as our elected officials to protect the health, safety, and welfare of your constituents**, honor the tenets of the Comprehensive Plan, and begin to set Jackson on a fairer, more inclusive path. These include:

- Levy a penny of sales tax or increase property taxes in the town to fund homes serving the spectrum of need
- Enforce short-term rental regulations and alter the definition of “short-term” to fewer than 90 days instead of 30 days
- Eliminate single-family zoning and increase density in all districts in town for deed-restricted product
- Require all public facilities to include deed-restricted housing to at least offset the impacts from new employee generation associated with the facility
- Reinstate a 25% inclusionary zoning requirement for residential development
- Eliminate non-profit and institutional exemptions from Commercial Mitigation
- Shrink the lodging overlay
- Reinstate 4th story incentive for deed-restricted housing in appropriate zones
- Require an on-site affordable housing component for all commercial development/redevelopment with guaranteed public investment to buy-down the affordability on at least 50% of the residential square footage to avoid low-density commercial redevelopment such as REI and Target,
- Parking:
 - Institute paid on-street parking with free parking pass for local residents and a \$2,000 annual fee for non-working residents
 - Allow on-street parking in winter and utilize alternate side plowing
 - No on-site parking requirement for deed-restricted housing (on street allowed to meet parking needs)
- Exempt deed-restricted homes from the growth cap; decrease market-rate growth cap as possible over time

All of these changes are possible and they require political will and courage. **The members of ShelterJH and hundreds of other members of our community will stand with you as you begin to take this kind of bold action to address our housing emergency.** It is time to put the people of Jackson first.

Sincerely,

ShelterJH Board of Directors on behalf of the ShelterJH membership

Town Council Workshop on Neighborhood Character

During the November 15, 2021, Town Council Workshop, Council will discuss Stable and Transitional Neighborhoods. The Council will hear from planning and community development staff about how these neighborhoods have been changing since the adoption of the Comprehensive Plan and, more importantly, how these neighborhoods have been changing since the Town was rezoned in 2018.

The Council will then discuss any changes or upgrades to the LDRs they would like to see staff bring back for consideration.

Today, staff would like to talk through any changes or upgrades to the LDRs the HSB would recommend and what data the board needs to see to provide informed recommendations.

Items this group has discussed as a board or in the Planning & Zoning Committee:

- Parking
 - Removing parking minimums – too little parking cuts into livability of units, but we need to look at this to see if there are tweaks to be made
 - Setting parking maximums – same comments
 - Allowing overnight on-street parking year-round – YES. We need to figure out Winter parking.
 - Are there certain streets/areas where this is a better fit?
 - We should permit parking by neighborhood
 - What data do you need to make a recommendation?
 - With year-round, on street parking – what are the barriers and costs to doing this?
 - What are other successful programs in similar places?
 - How do you handle handicapped parking?
- Minimum Occupancy Requirements (for rentals)
 - Increase minimum occupancy requirement outside the Lodging Overlay
 - From 30 days to 90 days – yes
 - From 30 days to 120 days – yes
 - Can we adjust the lodging overlap / shrink it to reduce the units / properties eligible for short-term rentals?
 - What data do you need to make a recommendation?
 - How do you enforce the minimum occupancy requirement? What do you need to effectively enforce this?
 - How many units do we think are being rented on a “monthly” basis via Airbnb, VRBO, etc.?
- Accessory Residential Units
 - Provide incentives for ARUS
 - Height bonus – YES, if deed restricted
 - Exempt FAR – YES, if deed restricted
 - Provide bonus FAR – YES, if deed restricted
 - Remove parking requirements – Maybe
 - Deed restriction requirement (as opposed to LDR restriction)
 - For all ARUs? – YES

- What is the restriction?
 - Workforce
 - But allow family members to live in the units? YES
- Unit size
 - Remove maximum size – YES
 - Increase maximum size – YES
 - What data do you need to make a recommendation?
 - What the % occupancy of ARUs?
 - What's the total # of ARUs now?
 - How many lots are eligible for ARUs?
- Foundation Requirements
 - Allow different types of foundations - YES
 - Cinderblock
 - Wooden
 - Can we allow a mobile home structure that does not have a foundation?
 - We need to add Tiny Homes as an allowed use. Even if only on temporary basis.
 - Safety concerns & how to address
 - Heaving, snow load, earthquake
 - Annual check in to ensure building is safe
 - Require insulated channel from ground with utilities

From: [Perri Stern](#)
To: [Tyler Sinclair](#)
Subject: Re: Community Character Follow Up Workshop
Date: Wednesday, December 1, 2021 7:56:21 AM
Attachments: [image001.png](#)

EXTERNAL EMAIL from perristern1@gmail.com. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tyler,

Thanks for the helpful information and for your invitation to provide some comments. I appreciate your efforts and expertise.
I understand the process, but I do think it's unfortunate that there won't be public comment at this follow-up meeting.

My take-aways from the November meeting were as follows:

- A broad cross section of people, across town, and representing different sectors are generally dissatisfied with the state of development in Town, and perhaps the state of Town overall.
- The new zoning plan, while well intended, is not working. People across Town are upset, dissatisfied, frustrated, disillusioned as to how the zoning is manifesting itself. Personally, I don't think the "we're getting exactly what we intended" (with the zoning) is a satisfactory response. In fact, it seems more like a justification of previous decisions rather than anything else. Again, it seems like a broad cross section of people believe a "course correction" is urgently needed.
- The new zoning seems to have divided our town into 2 very distinct, some would say segregated segments.
- I'm particularly concerned about the seeming preference for new residents over residents who have lived here for many years, some for generations. Many of our older Town residents are living in very precarious housing situations. When the homes that they have been renting for years get sold, what will become of them?
- We need to think about our Town as a Town- holistically. Not as "x" zoned area and "y" zoned area.
- Infrastructure needs have been sorely ignored.
- The concept of "community character" seems to have been reduced to "housing". Community character is a lot more than housing. We need to think holistically.

I'm curious as to what, if anything, will come of this effort.

Thank you,
Perri

On Tue, Nov 30, 2021 at 12:44 PM Tyler Sinclair <tsinclair@jacksonwy.gov> wrote:

Perri,

It will be discussed again, at the Monday, December 6, 2021, Town Council meeting at 6:00 pm. The same staff report with a few minor additions will be posted by Thursday end of day. Feel free to provide any additional comments and I can attach to the report. There will not be public comment taken at this meeting.

Thanks,

Tyler

Tyler Sinclair, AICP

Community Development Director

Town of Jackson

Phone #307-733-0440 ext. 1301

tsinclair@jacksonwy.gov

www.jacksonwy.gov

attachments unless you recognize the sender and know the content is safe.

Hi Tyler,

I hope you had a good Thanksgiving.

Has the 2nd Town Council Workshop on Community Character been scheduled? If yes, do you know when and what time? Will there be a staff report posted before the meeting?

Thanks,

Perri

ORDINANCE R

AN ORDINANCE GRANTING TERRA FIRMA SERVICES, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Terra Firma Services, LLC (“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 Terra Firma Services, LLC, 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 / Recyclable Materials and Municipal Solid Waste as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

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 / Recyclable Materials and Municipal Solid Waste 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 a recycling facility and/or composting facility; to pay all costs and charges therefore; and to insure its proper storage 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 recyclable refuse and compostable materials 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. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office 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.

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 franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials.
This rate reflects the value of recycling and compost collection 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 there from only any 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. The Town, 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 collection service in the Town for Compostable / Recyclable Materials and Municipal Solid Waste for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Compostable / Recyclable Materials and Municipal Solid Waste collection specified in Section 15 below, and 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 / Recyclable Materials and Municipal Solid Waste to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Compostable / Recyclable Materials and Municipal Solid Waste 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 or agents, engaged in the collection of Compostable / Recyclable Materials and Municipal Solid Waste shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Compostable / Recyclable Materials and Municipal Solid Waste and the receptacles containing the same. Grantee may not burn any Compostable / Recyclable Materials and Municipal Solid Waste but must haul all Compostable / Recyclable Materials and Municipal Solid Waste, except that set forth in Section 8 of this Ordinance, to the nearest Teton County 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 or agents, shall insure in the hauling of Compostable / Recyclable Materials and Municipal Solid Waste that no spillage occurs and that the Compostable / Recyclable Materials and Municipal Solid Waste be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Compostable / Recyclable Materials and Municipal Solid Waste 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 said 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 / Recyclable Materials and Municipal Solid Waste 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 receipt by Grantee of written notice of default delivered or mailed to the 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 collection services for Compostable / Recyclable Materials and Municipal Solid Waste.

Paragraph 14. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

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 / Recyclable Materials and Municipal Solid Waste as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine 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 of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Compostable / Recyclable Materials and Municipal Solid Waste within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson 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 / Recyclable Materials and Municipal Solid Waste 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. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses 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 or responses to the Grantee shall be addressed as follows:

Terra Firma Services, LLC
POB 2713
Jackson, WY 83001

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 or sovereign 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, its conflict of laws provisions excepted.
- 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.** The effective date of this Franchise is 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.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

TERRA FIRMA SERVICES, LLC.

TOWN OF JACKSON

_____, _____

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE ___ DAY OF ___, 2021.

PASSED 2ND READING THE ___ DAY OF ___, 2021.

PASSED 3RD READING AND APPROVED THE ___ DAY OF ___, 2021.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ was duly published in the Jackson Hole News & 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

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1002, 872, 457, 384, 360, 145, 145A, AND 145B AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING THE TIME FOR REGULAR MEETINGS 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. 1002, 872, 457, 384, 360, 145, 145A, AND 145B and Section 2.04.010 of the Jackson Municipal Code are hereby amended and reenacted to read as follows:

2.04.010 Regular meetings.

The regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute:

- A. At 6:00 P.M. an Evening Meeting on the first and third Mondays of each month of the year, unless such day shall be a legal holiday, and then such meeting shall be held at 6:00 P.M. on the next regular business day following the holiday. The meetings shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming, unless the Council, pursuant to law, meets virtually.
- B. At 1:30 P.M. a Workshop Meeting on the third Monday of each month of the year, unless such day shall be a legal holiday, and then such meeting shall be held at 1:30 P.M. on the next regular business day following the holiday. The meetings shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming, unless the Council, pursuant to law, meets virtually.
- C. At 3:00 P.M. a Joint Information Meeting on the first Monday of each month of the year in conjunction with the Teton County Wyoming Commission, unless such day shall be a legal holiday, and then such meeting shall be held at 3:00 P.M. on the second Monday of that month. The meetings shall be held in the council chambers of the Town of Jackson Town Hall during the months of January through June and in the county commission chambers of the Teton County Administration Building during the months of July through December, both located in Jackson, Wyoming, unless the elected officials of the Town of Jackson and Teton County, Wyoming, pursuant to law, meet virtually.

(Ord. ____ §1, 2021; Ord. 1002 § 1, 2012; Ord. 872 § 1, 2008; Ord. 457 § 1, 1993: Ord. 384 § 1, 1989: Ord. 360 § 1, 1987: Ord. 145B § 1, 1974: Ord. 145A § 1, 1972: Ord. 145 § 1, 1971.)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 20____.
PASSED 2ND READING THE _____ DAY OF _____ 20____.
PASSED AND APPROVED THE _____ DAY OF _____ 20____.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Roxanne Robinson, Deputy 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 _____ 20____.

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

Roxanne Robinson, Deputy Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 AND 1229, SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 271 AND 854, SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 760, SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280 AND SECTION 15.04.020 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 and 1229, Section 2 of Town of Jackson Ordinance Nos. 271 And 854, Section 4 of Town of Jackson Ordinance No. 760, Section 8 of Town of Jackson Ordinance No. 1280 and Section 15.04.020 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.04.020 International Building Code.

A. All buildings and temporary structures built or located within the ~~town~~ from and after ~~July 1, 2019~~ January 1, 2022, January 1, 2022 shall be constructed in accordance with the requirements of the International Building Code, ~~2012~~ 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out, except as follows:

1. The last sentence of **Section 101.4.3. Plumbing** shall read: "The provisions of the Wyoming Department of Environmental Quality shall apply to private sewage disposal systems."
2. **Section 101.4.4 Property Maintenance** shall be deleted in its entirety.
3. **Section 103.3 Deputies.** The last sentence shall be deleted.
4. **Section 104.11.0.1 shall be amended by adding "Section 104.11.0.1 Structural Insulated Panel Roof Assemblies. All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."**
5. **Section 105.2 Work exempt from permit.**
 - a. **Item 6 shall be amended as follows: "Platforms, decks, sidewalks and driveways not more than 30-inches above grade and not over any basement or story below and are not part of an accessible route."**
 - b. **Item 11 shall read: "Swings and other playground equipment."**
6. **Section 108.3 Temporary Power.** The last sentence shall read: "The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in the National Electrical Code."
- 1.7. **Section 109.2 Schedule of Fees** shall read: "On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in an amount as established by resolution. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings. ~~The fee for each permit shall be as set forth in the adopted Building Permit Fees Schedule of the Town of Jackson.~~"

- ~~2-8.~~ A second sentence shall be added to **Section 109.2** Schedule of permit fees which shall read, "Additionally, when a third-party review is required by the administrative authority, it shall be paid for by the applicant, authorized representative, or owner."
- ~~3-9.~~ **Section 109.6 Refunds** shall read "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid shall be refunded before 270 days from the date of permit issuance, when no work has been done under a permit issued in accordance with this code."
- ~~4-10.~~ Add **Section 109.3.140.3.11 Re-inspection Fee**. "A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection or~~ re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from the plans requiring the approval of the Building Official."
- ~~5-11.~~ **Section 305.2 Group E, Day Care Facilities** shall be revised to read, "The use of a building or structure, or portion thereof, for educational, supervision or personal care services for more than ten children older than 2-1/2 years of age, shall be classified as a Group E occupancy."
- ~~6-12.~~ **Section 308.5.4** Ten or fewer persons receiving care in a dwelling unit shall be revised to read, "A facility such as the above with ten or fewer persons shall be classified as a Group R-3 or shall comply with the International Residential code in accordance with Section 101.2."
- ~~7-13.~~ **Section 901.7 Fire Areas**. Revise to read as follows: Where structures or portions thereof, are 5,000 square feet or larger, the building shall be protected by an approved automatic fire sprinkler system, installed in accordance with further requirements of the IBC, IFC, and/or NFPA 13, 13D or 13R, whichever applies based on type of occupancy. For the purpose of this section, square footage calculations shall be measured from the exterior surface of framing members encompassing the perimeter of the Fire Area, from the interior surface of concrete or masonry walls that are 50 % or more below grade, and for log construction to the exterior surface of foundations or supporting elements.
- ~~8-14.~~ **Section 903.2 Where required**. A second sentence shall be added and shall read, "Additionally, all structures, regardless of occupancy, 5000 square feet or larger shall be protected by an approved automatic sprinkler system, installed in accordance with further requirements of this Chapter whichever applies based on type of occupancy. Where requirements in this chapter are more restrictive, the more restrictive requirement shall control. EXCEPTIONS: Agricultural buildings. Where uses other than residential occur within an agricultural building, and comprise ~~of~~ not more than 10% of the floor area of such building, an automatic fire extinguishing system may be omitted, unless otherwise required by this Chapter."
- ~~9-15.~~ The exceptions to **Fire Alarms Sections 907.2.1** Group A, 907.2.2 Group B, 907.2.4 Group F, and 907 2.7 Group M shall be revised to read as follows: Exception: See section 907.2 of the International Fire Code for locations of manual fire alarm boxes.
- ~~10-16.~~ Delete **Section 1030.1 Exception 4** in its entirety.
- ~~11-17.~~ A fourth sentence shall be added to the first paragraph of **Section 1608.2, Ground Snow Loads** and shall read, "The ground snow load shall be 93 psf."

~~12-18.~~ The second sentence of Section **1805.1.2 Under Floor Space** shall be revised to read "Where there is evidence that the seasonal ground water table rises to the elevation of the bottom floor of the crawl space, the ground level of the under-floor space shall be elevated to a minimum of 12 inches above such elevation unless an approved drainage system is provided".

~~13-19.~~ **Section 1809.5 Frost Protection.** Amend by Deleting Section 1809.5 in its entirety and replacing with the following: "Foundation walls, piers, and other permanent supports of buildings and structures shall be protected from frost by the following method: Footings subject to frost shall have a minimum depth of 34 inches measured from finished grade to the bottom of the footing or the depth otherwise specified by the Soils Engineer of record."

~~14-20.~~ **Delete Section 1809.12 Timber Footings.** ~~Amend by deleting~~ in its entirety.

(Ord. §1, 2021; Ord. 1280 § 8, 2021; Ord. 1229 § 1, 2019; Ord. 1141 § 1, 2016; Ord. 1020 § 1, 2013; Ord. 854 § 2, 2007; Ord. 760 § 4, 2004; Ord. 601 § 1, 1998; Ord. 493 § 1, 1995; Ord. 483 § 1, 1994; Ord. 450 § 1, 1992; Ord. 430 § 1, 1991; Ord. 406 § 1, 1990; Ord. 320 § 1, 1984; Ord. 271 § 2, 1981.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective on January 1, 2022.

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: _____

_____, 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 _____ 2021.

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

_____, Town Clerk

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1021 AND 862 AND SECTION 15.05.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1021 and 862 and Section 15.05.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.05.010 International Energy Conservation Code--Adoption by reference.

A. All buildings and temporary structures built or located within the town from and after ~~June 1, 2013~~ January 1, 2022 shall be constructed in accordance with the requirements of the International Energy Conservation Code, ~~2012~~ 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The s~~Said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out, except as follows:

1. **Sections C401.1 and R401.1** shall have the following added to the end of each of the paragraphs:

EXCEPTION: Log buildings shall be provided with the following:

1. Exterior log walls shall have a minimum diameter of 8 inches and shall be exempt from the exterior wall insulation requirements.
2. Roof/ceiling assemblies shall be provided with a minimum R-~~60~~49 roof insulation.
3. All HVAC ductwork shall be insulated or installed within conditioned space.

2. ~~Table C402.2 Amend the intersection of the climate zone 7 column with the row identified as Wood framed and other, to read R-20+R-3.8ci. Delete Sections: C402.5.1.5, C402.5.2, C402.5.2, and C408.2 thru C408.2.4 from the Commercial Standard.~~

3. ~~Delete Sections: N1102.4.1.2 and N1103.3.5 from the Residential Standard.~~

(Ord. ~~§ 1, 2021~~, Ord. 1021 § 1, 2013; Ord. 862 § 1, 2008.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective January 1, 2022.

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: _____
_____, 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 _____, 2021.

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

_____, Town Clerk

ORDINANCE V

AN ORDINANCE ADDING CHAPTER 15.06 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 15.06 to the Jackson Municipal Code to read as follows:

Chapter 15.06 INTERNATIONAL EXISTING BUILDING CODE

Sections: 15.06.010 International Existing Building Code – Adoption by reference

15.06.010 International Existing Building Code

- A. All existing buildings built or located within the Town from and after January 1, 2022 shall be constructed in accordance with the requirements of the International Existing Building Code, 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows:
1. **Section 108.2 Schedule of Fees** shall read, "For all buildings; structures; electrical, gas, mechanical, and plumbing systems; and alterations to the foregoing requiring a permit, a fee in an amount established by resolution for each permit shall be paid at the time of application. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings."
 2. **Section 108.2.1 Schedule of Permit Fees** shall be added, which shall read as follows: "Additionally, when a third-party review is required by the administrative authority, it shall be paid for by the applicant, authorized representative, or owner."
 3. **Section 108.6 Refunds** shall read "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance."

(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 a

separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective January 1, 2022.

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: _____

_____, 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 _____, 2021.

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

_____, Town Clerk

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, AND 321, C-1; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 277 AND 272; AND SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 761; AND SECTION 15.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION, AND THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS AND APPENDICES INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, and 321, C-1, Section 2 of Town of Jackson Ordinance Nos. 277 and 272, and Section 3 of Town of Jackson Ordinance No. 761, and Section 15.08.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.08.010 International Fire Code and International Wildland-Urban Interface Code – Adoption by reference

There is hereby adopted by the Town Council of the Town of Jackson, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Codes known as the International Fire Code and International Wildland-Urban Interface Code, 2021 Editions, published by the International Code Council, Inc., with the following amendments:

- A. THE INTERNATIONAL FIRE CODE (IFC)**, including Appendices B, C, D, E, F, and G, 2021 Edition, referring to the most current year standard referenced in the code, as published by the International Code Council, Inc., with the following amendments:
- 1. GENERAL:** Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IFC.
 - 2. CHAPTER 3, General, SECTION 307, Open Burning.** Add sections:
307.6 Pile Volume. The pile volume of any open burn shall not exceed 1000 cubic feet.
307.7 Prohibited materials. Materials containing paints, resins, glues, stains or any other manufactured coating or bonding material shall not be burned.
 - 3. CHAPTER 4, Emergency Planning and Preparedness, SECTION 403, Emergency Preparedness Requirements, SUBSECTION —403.4 Group E Occupancies.** Add subsection:
403..44 Alternate type of drill. Alternate safety drills may be used in lieu of fire evacuation drills provided fire evacuation drills are conducted at each public or private Group E Occupancy not less than four (4) times during any one (1) academic year. The building's fire alarm system shall be tested at each fire evacuation or alternate safety drill. An alternate safety drill may include any organized response to a potential threat to the health and safety of the student population.
 - 4. CHAPTER 5, Fire Service Features, SECTION 507, Fire Protection Water Supplies, SUBSECTION 507.5.1 Where Required.** Amend exceptions to read:
Exceptions:
 - For Group R-3 and Group U occupancies, the distance requirements shall be 500 feet (152 m).
 - For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 500 feet (152 m).
 - 5. CHAPTER 9, Fire Protection and Life Safety Systems, SECTION 903, Automatic Sprinkler Systems, SUBSECTION 903.3 Installation requirements 903.3.1.1.1 Exempt locations,** Add exceptions:
 - The upper ceiling of an elevator shaft built in accordance with Section 3008 of the International Building Code.

6. **CHAPTER 9, Fire Protection and Life Safety Systems, SECTION 903, Automatic Sprinkler Systems, SUBSECTION 903.2 Where Required.** Add second paragraph and exception:

Additionally, all structures, regardless of occupancy, 5000 square feet or larger, shall be protected by an approved automatic sprinkler system, installed in accordance with further requirements of this Chapter whichever applies based on type of occupancy. Where requirements in this chapter are more restrictive, the more restrictive requirement shall control.

Exception: Agricultural buildings.

Where non-agricultural uses, other than residential, occur within an agricultural building, and comprise not more than 10% of the floor area of such building, an automatic fire-extinguishing system may be omitted unless otherwise required by this Chapter.

7. **CHAPTER 12, Energy Systems, SECTION 1205.2 Solar Photovoltaic Power Systems, Access and Pathways,**

Add: Exception: 3. Structures built to the International Building Code and fully fire sprinklered with a NFPA 13 System.

8. **CHAPTER 23, Motor Fuel-Dispensing Facilities and Repair Garages, SECTION 2301, General.** Add subsections:

2301.7 Emergency Spill Containment. Each automotive motor fuel-dispensing facility, marine motor fuel-dispensing facility, and fleet vehicle motor fuel-dispensing facility shall maintain not less than one spill kit within 100 feet of dispensing equipment and shall be immediately available for Fire Department use. The type and size of spill kit shall be determined by the Fire Code Official and shall be based upon the product and potential spill size. The person in control of the facility shall be responsible to ensure kit supplies are replaced immediately after use.

2301.8, Disposal of Spilled Product. The person in control of the facility shall be responsible for proper disposal of all spilled materials and spill mitigation products. Spilled materials shall be immediately removed from the facility and shall be transported to the appropriate hazardous waste facility. If immediate removal is not possible, the spilled material and containment products shall be stored in a manner approved by the Fire Code Official.

9. **CHAPTER 56, Explosives and Fireworks, SECTION 5601, General, SUBSECTION 5601.1.3, Fireworks.**

Strike Exception 4.

10. **CHAPTER 61, Liquefied Petroleum Gases, SECTION 6104, Location,**

Add: LP-Gas containers having a water capacity of 125 Gallons or more, shall be defined as a utility and be buried underground.

- B. **THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC),** including Appendices, 2021 Edition, as promulgated by the International Code Council, Inc., with the following amendments:

1. **GENERAL:** Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IWUIC.

2. **CHAPTER 1, Scope and Administration, SECTION 101, Scope and General Requirements, SUBSECTION 101.5, Additions or alterations.** Add exception:
Exception: Additions or alterations of not more than 500 square feet to existing structures shall not be required to conform to that required for a new building or structure.

3. **CHAPTER 4, Urban-Wildland Interface Area Requirements, SECTION 403, Access, SUBSECTION 403.2.3 Service limitations.** Amend to read:
A driveway shall serve not more than two dwelling units.

4. **CHAPTER 5, Special Building Construction Regulations, SECTION 501, General. CHAPTER 5, IGNITION-RESISTANT CONSTRUCTION MATERIAL, SECTION 503.1.4 Vent locations,** Add exception:

3. Exception: Cold Roofs constructed above structural framing and insulation shall be allowed to have horizontal ventilation located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ventilation shall be allowed when the structural sheathing is protected by noncombustible materials used for one hour fire resistive construction. Such ventilation shall be

covered with noncombustible, corrosion-resistant mesh with opening not to exceed ¼ inch (6.4 mm). A Cold Roof is a roof assembly constructed with a ventilated cavity above the insulated roof provided to equalize exterior and interior temperatures through the process of air movement.

CHAPTER 5, IGNITION-RESISTANT CONSTRUCTION MATERIAL, SECTION 503.2, Add: 503.2.1 Wood Shakes and Shingles. The use of all types of wood shake and wood shingles is prohibited withing the mapped Wildland-Urban Interface area.

5. **CHAPTER 6, Fire Protection Requirements, SECTION 606, Liquefied Petroleum Gas Installations.** Add subsection:
606.3 Underground installation. LP-gas containers shall be installed underground within the wildland-urban interface.
INSERT APPENDIX C- All 3 tabs

Section 7. Fire Code Official. The “Fire Code Official” referred to by the International Fire Code, as herein adopted, is the officer charged with the implementation, administration and enforcement of such codes. The Fire Code Official is hereby defined and declared to be the Fire Chief of Jackson Hole Fire/EMS.

Section 8. Enforcement. It shall be the duty of the Fire Chief to enforce the provisions of this ordinance and to make inspections and test hereunder.

Section 9. Date of Effect. This ordinance shall take effect and be in force from and after its approval date as required by law.

A copy of said Code is on file and available in the Office of the Fire Chief.
(Ord. _____ § 1, 2021; Ord. 1234 § 1, 2019; Ord. 1143 § 1, 2016; Ord. 1022 § 1, 2013; Ord. 885 § 1, 2008; Ord. 761 § 3, 2004; Ord. 591 § 1, 1998; Ord. 497 § 1, 1995; Ord. 446 § 1, 1992; Ord. 408 § 1, 1990; Ord. 372 § 1, 1987; Ord. 321, C-1 § 1, 1984; Ord. 277 § 2, 1981; Ord. 272 § 2, 1981.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.
This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE ____TH DAY OF _____, 2021.
PASSED 2ND READING THE ____TH DAY OF _____, 2021.
PASSED AND APPROVED THE ____TH DAY OF _____, 2021.

TOWN OF JACKSON

ATTEST: BY: _____
Hailey Morton Levinson, Mayor

BY: _____
_____, Town Clerk

STATE OF WYOMING)
COUNTY OF TETON)ss
)

ATTESTATION OF TOWN CLERK

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 _____, 2021.

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

_____, Town Clerk

ORDINANCE X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1232, 1145, 1023, 603, 494, 447, 412 AND 322; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 855 AND 273; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 762; AND SECTION 15.12.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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. 1232, 1145, 1023, 603, 494, 447, 412 and 322; Section 2 of Town of Jackson Ordinance Nos. 855 and 273; Section 3 of Town of Jackson Ordinance No. 762; and Section 15.12.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.12.010 International Mechanical Code--Adoption by reference.

All buildings and temporary structures built or located within the ~~Town town~~ from and after ~~July 1, 2019~~ January 1, 2022, shall be constructed in accordance with the requirements of the International Mechanical Code, 2021~~18~~ Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. Section 101.1 Title shall read, "These regulations shall be known as the Mechanical Code of the Town of Jackson, hereinafter referred to as "this code".
2. **Section 106.5.2 Fee Schedule** shall read: "All work fees shall be in amounts established by resolution."
3. **Section 106.5.3 Fee Refunds** number .2 shall read: "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code."
4. **Section 106.5.3 Fee refunds** number .3 shall be deleted.
5. A third sentence shall be added to **Section 107.2.3 Approval** and shall read: "A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection~~ or re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from the plans requiring the approval of the Building Official."
6. **Section 108.4 Violation penalties** shall read, "Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing or mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code."
7. The last sentence of **Section 108.5 Stop work orders** shall read "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code."
8. **Section 702.1** shall be added to read, "Combustion and dilution air shall be permitted to be obtained entirely from the indoors in buildings, other than Group R Occupancies, that are not of unusually tight construction".
9. **Section 702.2** shall be added to read, "This section shall apply only to appliances located in confined spaces in buildings, other than Group R Occupancies, not of unusually tight construction."

10. A second sentence shall be added to **Section 903.3 Unvented gas log heaters** and shall read, "Unvented gas log heaters shall not be installed in residential occupancies, habitable rooms or spaces or building of unusually tight construction."

Said code is available in the offices of the Town Clerk and the Town Building Official.

(Ord. § 1, 2021; Ord. 1232 § 1, 2019; Ord. 1145 § 1, 2016; Ord. 1023 § 1, 2013; Ord. 855 § 2, 2007; Ord. 762 § 3, 2004; Ord. 603 § 1, 1998; Ord. 494 § 1, 1995; Ord. 447 § 1, 1992; Ord. 412 § 1, 1990; Ord. 322 § 1, 1984; Ord. 273 § 2, 1981.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective on January 1, 2022.

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: _____

_____, 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 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.

_____, Town Clerk

ORDINANCE Y

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1230, 1147, AND 1024; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 856; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 764; AND SECTION 15.17.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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. 1230, 1147, and 1024; Section 2 of Town of Jackson Ordinance No. 856; Section 3 of Town of Jackson Ordinance 764; and Section 15.17.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.17.010 International Residential Code--Adoption by reference.

- A. All detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress built or located within the ~~town~~ from and after ~~January 1, 2022~~ July 1, 2019 shall be constructed in accordance with the requirements of the International Residential Code, ~~2021~~ 2018 Edition, as published by the International Code Council, specifically **including appendix AF**. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:
 1. **Section R102.7 Existing Structures.** The first sentence shall read "The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public."
 2. **Section R104.11.0.1.** Amend by adding, "**Section R104.11.0.1 Structural Insulated Panel Roof Assemblies.** All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."
 - ~~2-3.~~ **Section 108.2.** A second sentence shall be added to **Section 108.2 Schedule of permit fees** that reads: ~~"On~~ "For all buildings; structures; electrical, gas, mechanical, and plumbing systems; ~~and~~ or alterations to the foregoing requiring a permit, a fee in an amount established by resolution for each permit shall be paid at the time of application."
 - ~~3-4.~~ **Section 108.5 Refunds** shall read, "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance." ~~Not more than 80 percent of the permit fee paid shall be refunded when no work has been done under a permit issued in accordance with this code"~~.
 5. **Section R113.4 Violation Penalties** shall be revised to read, "Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties 1.12.010 of the Town of Jackson Municipal Code".
 - ~~4-6.~~ **R301.1 Design.** Add the following: Residential structures, regardless of occupancy, 5,000 square feet or larger shall be protected by an approved automatic fire sprinkler system, installed in accordance with further requirements of the IRC and/or NFPA 13, 13D or 13R, whichever applies, based on type of occupancy and use of the structure.
 - a. **EXCEPTIONS:**
 - I. Agricultural buildings. Where uses other than residential occur within an agricultural building, and comprise not more than 10% of the floor area of such building, an automatic fire extinguishing system may be omitted unless otherwise required by other provisions as adopted by Town of Jackson.
 - II. Additions to existing residences built after October 1, ~~st~~ 1991, may use the 2-hour fire barrier provision to separate the fire areas to 5000 sq. ft. or less, on each side of the fire barrier and shall not be required to provide sprinkler protection provided that all of the following provisions are met:
 1. The door or doors separating the areas shall be 90-minute rated, self-closing and provided with hold-open devices actuated to release on detection of smoke by detectors located on each side of the door or by the loss of power.

2. Ducts that penetrate fire barrier shall have fire damper that is fire-resistance-rated to 90 minutes.
- b. Buildings permitted before October 1st, 1991, with additions permitted for construction on or after that date, totaling 5000 square feet or larger, shall be required to be protected by an approved sprinkler system throughout or may have the additions only, protected by an approved sprinkler system, provided they are separated from the exiting construction by a two hour fire barrier approved by the Building Official.
- c. For the purpose of this section, square footage calculations shall be measured from the exterior surface of framing members encompassing the perimeter of the Fire Area, from the interior surface of exterior concrete or masonry walls that are 50 % or more below grade, and for log construction to the exterior surface of foundations or supporting elements.

~~3. Buildings permitted before October 1st 1991.~~
~~EXCEPTION:~~

7. **Table R301.2(1)** shall read as follows:

Ground snow load	93 psf
Wind Speed	115 mph
Seismic Design Category	D
Weathering	Severe
Frost Line Depth	34 inches
Termite	None to Slight
Winter Design Temperature	30 degrees f
Ice Shield Underlayment Required	Yes
Flood Hazards	1989
Air Freezing Index	2531
Mean Annual Temp	38 degrees

8. The first sentence in **Section 301.1.3 Engineered design** shall be revised to read, “All residential structures shall be designed by a civil or structural engineer licensed in the State of Wyoming.

EXCEPTION:
~~Single family residences and accessory structures which are (1) of one story; (2) are of a regular (i.e. generally square or rectangular) shape; and (3) are of 2000 square feet of floor area or less. Such structures shall be designed in accordance with generally accepted engineering practices per the International Building Code, but need not obtain the stamp or seal of a civil or structural engineer.~~

9. **Section R302.6 Shall be revised to read: Dwelling/garage Separation required:** “The garage shall be separated from the residence and its attic area by not less than 5/8 inch Type X gypsum board applied to the garage side. The structure supporting the separation shall also be protected by not less than 5/8 inch Type X gypsum board.

10. **Section R302.7 Under stair protection** shall be revised to read, “Enclosed accessible space under stairs shall have the underside of the stair surface, all walls enclosing the under-stairs space, and any soffits protected on the enclosed side of the stairway—constructed with 5/8-inch type X gypsum board.”

11. Delete **Section R302.13** in its entirety.

12. Delete **Section R309.5 Fire Sprinklers** in its entirety.

13. **Section R310.1 Emergency Escape and Rescue Openings.** Delete **Exception 2** in its entirety.

14. Delete **Section R313 Automatic Fire Sprinkler Systems** in its entirety.

15. **Section R403.1.4.1 Frost Protection.**

- a. Item 1 to read “Extended below frost line, which is 34.”
b. Delete item number 2 in its entirety.

c. Change exception 1 to read "Freestanding accessory structures with an area of 600 square feet or less, an eave height of 10 feet or less, and do not have any plumbing, shall not be required to be frost protected."

16. ~~Sections~~ **R403.3**. Shall be replaced with ~~the a~~ sentence reading "Frost protected shallow foundations are prohibited."

17. Section **N1101.1.1 Special Conditions**.

- a1. All pools and spas shall be equipped with evaporation control covers.
- b2. All exterior landscape lighting shall be solar powered.
- c3. The first 5 feet of piping to storage water heaters shall be insulated.
- d4. Interior lighting fixtures shall be limited to 25% maximum use of incandescent lighting.
- e5. Finished garages and accessory structures shall meet the minimum insulation requirements for Table N1101.1.1.

18. Amend **Section N1102.1 Item 2. Insulation and fenestration criteria** ~~Amend~~ by adding the following: "In addition to these requirements place of ICC400, homes with exterior log walls shall meet the following requirements.

- a. Logs in exterior walls shall have a minimum dimension of 8 inches and shall have all spiral cracks greater than ¼ inch sealed in an approved manner.
- b. Roof insulation shall be a minimum R-~~60~~49.
- c. The reduction of R-values listed in N1102.2.1 and N1102.2.2 shall not apply.
- d. The primary heating source shall have a minimum AFUE rating of 90.
- e. Fenestration shall not exceed 30% of the gross conditioned wall area above grade. To determine allowable wall area of walk out (daylight) basements, the wall must have a minimum of 6 ~~feet~~ of exposure from finished grade. The 30% limit can be exceeded only if the designer can demonstrate that the UA total of the proposed design is less than the UA total of the same structure with 30% fenestration total and code minimum insulation and fenestration values using the ResCheck or other approved software programs."

19. Delete ~~Sections~~ **N1102.4.1.2, M1105.3.2.2, and M1106.7.2.2** ~~Testing~~ in their ~~its~~ entirety.

20. **Section M1503.43**

- a. This exception shall not apply ~~Delete exception for~~ to any new construction ~~only~~.
- b. This ~~Exception~~ can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed.

21. ~~Add~~ **Section M1701.1.1 Buildings of unusually tight construction**. Add the first sentence to read as follows: "In all structures containing habitable space or unusually tight construction, combustion air shall be obtained from outside the thermal envelope."

22. Delete from the first sentence of M1801.1 the following: "except appliances listed and labeled for unvented use."

23. **Section G2406.2 (303.3) Prohibited Locations**. Delete Exceptions 3 and 4 in their entirety.

24. **Section G2414.5** shall be revised to read as follows: "Copper and brass tubing shall not be used for installations of gas piping systems."

25. Amend **Section G2432.1 (602.1)** ~~Amend~~ by adding the following: "Decorative appliances installed in residential occupancies shall be listed and labeled to allow for installation of glass doors and be listed and labeled to operate with the doors in the closed position."

Exception: An approved Flue Sentinel may be installed with an electrical interlock in conjunction with the decorative appliance only if the doors are not installed on the fireplace.

26. **Section G2433.1 (603.1) Log lighters**. General. Amend by adding the following sentence: "All gas fired log lighters shall be provided with a listed pilot safety device installed in accordance with the manufacturer's installation specifications."

27. **Section G2445.4 (621.2) Prohibited Use** shall be amended to read as follows: "Unvented room heaters shall not be installed in dwelling units, normally occupied spaces, any area meeting the definition of unusually tight construction, and shall also comply with Section G2406.2."

28. **Section G2445.7**. A second sentence shall be added to ~~read: Section G2445.7 Unvented log heaters and shall read~~, "Unvented log heaters shall not be installed in habitable rooms or spaces or any space meeting the requirements of unusually tight construction."

29. **Section P2603.5** The last sentence shall be revised to read "Water service pipe shall be installed not less than 72 inches deep."

30. **Section P2603.5.1** shall be revised to read: "~~Building~~ sewers shall be a minimum of 48 inches below grade or shall be protected from freezing in an approved manner by the administrative authority."

31. **Section P3103.1.1** shall be revised to read “Open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof or 6 inches above the anticipated snow accumulation level, whichever is greater.”

32. Delete **Sections E34 thru E40** in their entirety.

(Ord. § 1, 2021; Ord. 1230 § 1, 2019; Ord. 1147 § 1, 2016; Ord.1024 § 1, 2013; Ord. 856 § 2, 2007; Ord. 764 § 3, 2004.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective on January 1, 2022.

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: _____

_____, 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 _____ 2021.

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

_____, Town Clerk

ORDINANCE Z

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 602, 495, 448, 407, 323, 274, 64, 1146 AND 1025; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 857; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 765; AND SECTION 15.24.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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. 602, 495, 448, 407, 323, 274, 64, 1146 and 1025; Section 2 of Town of Jackson Ordinance No. 857; Section 3 of Town of Jackson Ordinance 765; and Section 15.24.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.24.010 International Plumbing Code --Adoption of International Plumbing Code by reference.

A. All buildings and temporary structures built or located within the ~~the~~ Town from and after January 1, 2022 ~~July 1, 2019~~ shall be constructed in accordance with the requirements of the International Plumbing Code, 2021~~18~~ Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. **Section 106.6.2 Fee Schedule** shall read: "The fees for work shall be paid in an amount as
2. established by resolution."
3. **Section 106.6.3 Fee refunds** number .2 shall read: "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code."
4. **Section 106.6.3 Fee refunds** number 3 shall be deleted.
5. **Section 108.4 Violation penalties** shall read: "Any person who ~~shall~~ violates a provision of this ~~Code~~; or ~~shall~~ fails to comply with any of the requirements of this Code; thereof or who ~~shall~~ erects, installs, alters, or repairs plumbing work in violation of the approved construction documents, ~~or~~ directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.
6. ~~The last sentence of~~ **Section 108.5 Stop work orders.** The last sentence shall read: "Any person who ~~shall~~ continues any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code".
7. ~~The last sentence of~~ **Section 305.4 Freezing.** The last sentence shall read: "Exterior water supply system piping shall be installed not less than 6 feet below grade."
8. **Section 305.4.1 Sewer depth** shall read: "Building sewers shall be a minimum of 48 inches below grade or shall be protected from freezing in an approved manner by the administrative authority."
9. **Section 312.3** Delete sentence "Plastic pipe shall not be tested using air."
10. **Section 416**~~413~~ **Commercial Food Waste Grinder Units** shall have ~~an additional~~ section 416.1.1~~413.1.1~~ **Prohibited Installations** added which shall read: "Food waste grinder units shall not be installed in commercial kitchens unless connected to an approved grease interceptor with a minimum liquid capacity of 750 gallons."
- 2.11. **Section 608.1**~~76~~.4 Connection to automatic fire sprinkler systems and standpipe systems shall read: "The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a reduced pressure principle backflow preventer."
11. ~~903.2 Frost closure. Amend the first sentence to read: Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter.~~
12. ~~Section 904.1 Required vent extension~~ shall read: "All open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof."
13. **Section 903.2 Frost closure.** The Amend the first sentence shall be amended to read: "Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter."

~~903.2 Frost closure. Amend the first sentence to read: Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter.~~

14. **Section 1003.3 Grease interceptors** shall read: "Grease interceptors shall be approved by the Building Official and shall comply with the requirements of Sections 1003.3.1 through 1003.3.5. Interior grease interceptors shall be provided with a solids interceptor that shall separate the discharge before connecting to the interior grease interceptor."

15. **Section 1003.3.2 Food Waste disposers** shall be amended to read: "Food waste disposers shall not be connected to a grease interceptor with a liquid capacity of less than 750 gallons. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste grinder."

16. ~~Amend s~~Section 1003.3.6 shall be amended to read: "Grease Interceptors shall be sized by the Town of Jackson Engineering Department."

~~3-17.~~ **Section 1106.1 General.** ~~A shall be amended to read as follows:~~ "The sizing requirements for this section shall be based upon the 100-year, 1-hour rainfall rate of 1.8 inches."

(Ord. § 1, 2021; Ord. 1233 § 1, 2019; Ord. 1146 § 1, 2016; Ord. 1025 § 1, 2013; Ord. 857 § 2, 2007; Ord. 765 § 3, 2004; Ord. 602 § 1, 1998; Ord. 495 § 1, 1995; Ord. 448 § 1, 1992; Ord. 407 § 1, 1990; Ord. 323 § 1, 1984; Ord. 274 § 1, 1981; Ord. 64 § 1, 1958.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective on January 1, 2022.

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: _____
_____, 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 _____, 2021.

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

_____, Town Clerk

ORDINANCE A

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1231, 1144, 1024 AND 766, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 858, AND SECTION 15.27.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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. 1231, 1144, 1024 and 766, Section 2 of Town of Jackson Ordinance No. 858, and Section 15.27.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.27.010 International Fuel Gas Code-- Adoption by reference.

A. —All buildings and temporary structures built or located within the ~~the~~ Town from and after ~~July 1, 2019~~ January 1, 2022, shall be constructed in accordance with the requirements of the International Fuel Gas Code, 2021~~18~~ Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. **Section 101.1 Title** shall read: “These regulations shall be known as the Fuel Gas Code of the Town of Jackson, hereinafter referred to as “this code”.
2. **Section 106.6.2 Fee Schedule** shall read: “The fees for work shall be in an amount established by resolution and due at the time of application.”
~~as indicated in the adopted Town of Jackson Mechanical/Plumbing permit schedule. “Fee Resolution.”~~
3. **Section 106.6.3 Fee Refunds**
—a. number .2 shall read: “If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance.”~~Not more than 80 percent of the permit fee paid when no work has been done, within 270 days from permit issuance, under a permit issued in accordance with this code. Number 3 shall be deleted.~~
4. A third sentence shall be added to **Section 107.3.3 re-inspection and testing** and shall read: “A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection or~~ re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from the plans requiring the approval of the Building Official.”
5. **Section 108.4 Violation Penalties** shall read: “Any person who ~~shall~~ violates a provision of this code, ~~or shall~~ fails to comply with any of the requirements of this code; thereof or who ~~shall~~ erects, installs, alters, or repairs plumbing or mechanical work in violation of the approved construction documents, ~~or~~ directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.”
6. The last sentence of **Section 108.5 Stop Work Orders** shall read: “Any person who ~~shall~~ continues any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.”

7. **Section 303.3 Prohibited Locations.** Exception 3 and 4 shall be deleted.
8. **Section 403.4.3 Copper and copper alloy** shall be revised to read: "Copper piping shall not be used for natural gas piping."
9. **Section 403.5** shall be revised to read ~~as follows:~~ "Copper and brass tubing shall not be used for installations of gas piping systems."
10. **Section 602.1** ~~shall be-~~ ~~A~~amended ~~ed~~ by adding ~~the following:~~ -"Decorative appliances installed in residential occupancies shall be listed and labeled to allow for installation of glass doors and be listed and labeled to operate with the doors in the closed position."
- Exception:** An approved Flue Sentinel may be installed with an electrical interlock in conjunction with the decorative appliance **only** if the doors are not installed on the fireplace
11. **Section 603.1 Log Lighters** shall have the following sentence added "All gas fired log lighters shall be provided with a listed pilot safety device installed in accordance with the manufacturer's installation requirements."
12. **Unvented Room Heaters Section 621.2 Prohibited Use** shall be deleted.
13. **Section 621.4 Prohibited Locations** shall read, "Unvented room heaters shall not be installed in residential occupancies, habitable rooms or spaces, or building of unusually tight construction."
14. **Section 621.7 Unvented decorative room heaters.** Revise to read as follows: An unvented decorative room heater shall not be installed in a factory-built fireplace unless the fireplace system has been specifically tested, listed and labeled for such use in accordance with UL 127 and Section 602.
15. **Section 621.7.1 Ventless firebox enclosures** shall be deleted in its entirety.

(Ord. § 1, 2021; Ord. 1231 § 1, 2019; Ord. 1144 § 2, 2016; Ord. 1024 § 1, 2013; Ord. 858 § 2, 2007; Ord. 766 § 1, 2004.)

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 a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective on January 1, 2022.

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: _____

_____, 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 _____, 2021.

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

_____, Town Clerk

STAFF REPORT



Meeting Date:	December 6, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Municipal Code Update: Title 10 Vehicles and Traffic	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to review an updated version of Title 10, Vehicles and Traffic. The updates to Title 10 include policy matters discussed during the November 15, 2021 Town Council Workshop and technical updates made by staff.

Requested Action.

Staff requests Council review the updates to Title 10 as presented.

Recommendations.

Staff recommends approving Title 10 as presented.

Background.

The Town periodically updates the Municipal Code to ensure its applicability and content match the Town's needs and are relevant to current times. Title 10 of the Municipal Code covers vehicle and traffic regulations, which include provisions related to the skatepark, snowmobiles, bicycles, electrical bicycles, and other motorized and non-motorized devices.

The Legal Department and an outside consultant reviewed each Chapter in Title 10 for constitutionality, legal issues, and consistency with state law. Subsequently, the Legal Department assessed the functionality of the Title and identified necessary and desirable changes.

At the November 15, 2021, Town Council Workshop, the Legal Department presented key policy matters to Council, which were then addressed and incorporated into an updated version of Title 10.

Analysis.

At the direction of Council on November 15, 2021, the following policy changes were made to Title 10:

- Definition of "Private Buses."** Council was asked to consider the current definition of "private buses."
 - ✓ **Direction Provided:** Council directed the definition of "private buses" to be amended to "motorcoaches" as that term is defined in the federal motor vehicle regulations.
 - ✓ **Changes to Title as a Result:** A "private bus" is now defined as follows:
A motorcoach is defined as a bus with a gross vehicle weight rating 26,000 pounds or greater, sixteen or more designated seating positions (including the driver), and at least two rows of passenger seats, rearward of the driver's seating position, that are forward-facing or can convert to forward-facing without the use of tools. Motorcoach includes buses sold for intercity, tour, and commuter bus service, but does not include a school bus or Southern Teton Area Rapid Transit bus.
- Penalties.** Council considered whether the mandatory minimum, mandatory maximum, and optional penalties should be removed from Title 10.
 - ✓ **Direction Provided:** Council directed the penalties prescribed in Title 10 be removed, allowing the standard penalty of a maximum fine of \$750.00 from JMC § 1.12.010 to apply to any violations of Title 10.
 - ✓ **Changes to Title as a Result:** The specific penalties in JMC §§ 10.04.200, 10.04.355, 10.14.080, and 10.16.030 were eliminated.

The technical changes made to Title 10 include the following:

- ✓ Repealing provisions that duplicate state statute.
- ✓ Removing schedules from the Code, and when appropriate to have a schedule, enacting them via resolution.
- ✓ Rewriting antiquated language; improving clarity generally; and updating provisions to match current policy, practice, and standards.
- ✓ Adding a provision for impoundment-in-place (booting vehicles that fail to pay three or more parking tickets).
- ✓ Moving rules previously inappropriately stated in schedules to their own subsection in the Title.
- ✓ Adding a provision to prohibit tampering with parking enforcement (i.e., erasing chalk on tires, tampering with digital evidence, and interfering with officials enforcing parking rules).

Possible Alternatives.

Council may direct staff to revise the proposed updates to Title 10 and present the revisions to Council at a later date.

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: There are no, or at maximum negligible, revenue impacts from updating Title 10.

Expense: The Town hired a consultant to review the entire Code for consistency with state law at a cost of \$5,000. There will be a substantial cost to advertise the full Title once it is updated in its entirety, which could range up to \$2,000.

Staff Impact.

The Legal Department invested a significant amount of time updating Title 10. To date, it is estimated at least 75 hours have been devoted to this project.

Attachments or Links.

- ✓ Ordinance B in a clean draft,
- ✓ Ordinance B in redline draft.

Suggested Motion.

I move to approve Ordinance B at first reading.

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 131, 161, 176 (PART) 181, 251, 316, 377 (PART), 429 (PART) 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 696, 749, 878, 882, 883, 897, 919, 1032, 1033, 1041 THROUGH 1048, 1055, 1080, 1081, 1103, 1114, 1138, 1193 AND 1194; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 214, 444, 880, 881, 896, AND 1052; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161, 880 AND 896; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 92, 131, 161, AND 880; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 110 AND 880; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 AND 880; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 (PART) AND 880; SECTIONS 8, 11, 12 AND 14 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 880; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 131, 880 AND 881; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 880; SECTIONS 13, 18 THROUGH 21, 23 THROUGH 26, 30, 31, 34, 37, 38 AND 42 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 15 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 289; SECTION 16 OF TOWN OF JACKSON ORDINANCE NOS. 92, 110 AND 131; AND SECTIONS 10.04.010 THROUGH 10.04.450, 10.08.050, 10.08.090, 10.08.160, 10.12.040, 10.12.160, 10.13.010, 10.13.020, 10.13.130, 10.13.150, 10.14.010 THROUGH 10.14.080, 10.16.010, 10.16.020, 10.16.030, 10.17.010, 10.17.020, AND 10.17.030 OF THE TOWN OF JACKSON MUNICIPAL CODE.

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. 131, 161, 176 (part) 251, 316, 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 749, 878, 897, 919, 1032, 1033, 1041 through 1048, 1052, 1055, 1080, 1081, 1103, 1114, 1138 and 1194; Section 2 of the Town of Jackson Ordinance Nos. 131, 214, 444, 880 and 1052; Sections 3, 4 and 6 of the Town of Jackson Ordinance Nos. 131, 161 and 880; Sections 5 and 10 of the Town of Jackson Ordinance No. 880; Section 7 of the Town of Jackson Ordinance Nos. 131, 161 (part) and 880; Sections 8, 9, 11, 12 and 14 of the Town of Jackson Ordinance Nos. 131 and 880; Sections 13, 15, 16, 18 through 21, 23 through 26, 30, 31, 34, 37, 38 and 72 of the Town of Jackson Ordinance No. 131; and Sections 10.04.010 through 10.04.450 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.04.010 Uniform Act-- Adoption; Implied Consent to Chemical Testing.

- A. Wyoming Statute §31-5-101 through and including §31-5-1402, the same being the Uniform Act Regulating Traffic on Highways; §31-6-101 through and including §31-6-108, the same being the Implied Consent and Chemical Testing act; §31-4-101 through and including §31-4-104, the same being General Offenses and Penalties; and §31-7-134, the same being Driver's Licenses, as such sections may be amended from time to time, excluding such sections of as are specifically deleted therefrom by Section 10.04.020, are adopted by reference and incorporated herein as a part of this chapter in full as if completely set forth herein..

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 880 § 2, 2008; Ord. 749 § 1, 2004; Ord. 610 § 1, 1998; Ord. 596 § 1, 1998; Ord. 161 § 1, 1973; Ord. 131 § 1, 1970.)

10.04.020 Uniform Act--Excluded sections.

The following sections of the Uniform Act Regulating Traffic on Highways, and all amendments thereto, are specifically deleted and excepted therefrom before adoption by the Council, as provided in Section 10.04.010:

- A. §31-5-112 through and including §31-5-114;

- B. §31-5-213;
- C. §31-5-227;
- D. §§31-5-501(a) and 31-5-502;
- E. §§31-5-510 and 31-5-511;
- F. §§31-5-937 and 31-5-939;
- G. §31-5-957;
- H. §31-5-1205 paragraphs (b) and (c);
- I. §31-5-1212 paragraph (b);
- J. §31-5-1214

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 2, 1970.)

10.04.030 Uniform Act--References—Municipal Judge. Repealed

(Ord. §_____; Ord. 880 § 3, 2008; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 3, 1970.)

10.04.060 Speed or acceleration contest or exhibition of speed. Repealed

(Ord. §_____; Ord. 878 § 1, 2008; Ord. 610 § 1, 1998; Ord. 131 § 6, 1970.)

10.04.070 Speed limits generally.

A. No person shall drive a vehicle on a highway, street, or alley at a greater speed than is reasonable and prudent under the existing conditions and having due regard for the actual and potential hazards then existing.

B. Except when a special hazard exists that requires lower speed for compliance with subsection A, the limits specified in this subsection shall be the maximum lawful speed for Town highways, streets, and alleys, and no person shall drive a vehicle on a highway, street, or alley at a speed in excess of such maximum limits:

1. The prima facie speed limit shall be as indicated and posted on appropriate signs.

C. Except when a special hazard exists that requires lower speed for compliance with subsection A, or in those instances set forth in subsection B, the speed limit on all streets and at all places within the Town shall be twenty-five miles per hour.

(Ord. §_____; Ord. 1041 § 1, 2013; Ord. 919 § 1, 2009; Ord. 610 § 1, 1998; Ord. 161 § 4, 1973; Ord. 131 § 7, 1970.)

10.04.080 Presumption of safe and reasonable speed. (Repealed)

(Ord. §_____; Ord. 610 § 1, 1998; Ord. 131 § 8, 1970.)

10.04.090 One-way streets and alleys.

A. Upon those streets and parts of streets and in those alleys designated by appropriate signage, pavement markings, or curb markings, a vehicle shall be driven only in the direction designated.

B. When appropriate signage, pavement markings, or curb markings so authorize angle parking it shall be permitted upon the entirety or specific parts of one-way streets in accordance with section 10.04.140.

(Ord. §_____; Ord. 610 § 1, 1998; Ord. 131 § 9, 1970.)

10.04.100 Obedience to traffic-control devices.

A. The driver of any vehicle must obey the instructions of any official traffic-control device, including signs, placed in accordance with the provisions of this chapter and Wyo. Stat. §§ 31-5-402 through 405 unless otherwise directed by a traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle.

B. Stop and yield intersections are those so designated by resolution, which resolution is on file with the Town Clerk.

(Ord. §_____; Res. 05-27, 2005; Res. 04-26, 2004; Res. 04-25, 2004; Ord. 610 § 1, 1998; Ord. 131 § 11,

1970.)

10.04.110 Yield intersections. Repealed

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 12, 1970.)

10.04.120 Cutting through corners. Repealed

(Ord. § _____; Ord. 880 § 4, 2008; Ord. 610 § 1, 1998; Ord. 131 § 13, 1970.)

10.04.130 Parking parallel to curb.

- A. No person shall stand or park a vehicle on a street other than parallel with the edge of the roadway, with the front of the vehicle facing in the direction of lawful traffic movement, and with the right-hand wheels of the vehicle within eighteen inches of the curb or edge of the roadway, except as otherwise provided in this chapter.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 14, 1970.)

10.04.140 Angle parking--Restrictions.

- A. Angle parking shall be permitted upon the streets or parts of the streets as designated by appropriate signage, pavement markings, or curb markings erected or placed by the Town.
- B. No vehicle shall be angle parked in any area designated for angle parking which is of such length that said vehicle blocks or impairs the use of a traffic lane.
- C. In no case, shall any angle parked vehicle extend from the curb or edge of the roadway a greater distance than one-third of the width of the roadway.
- D. No person shall back a vehicle into any area designated for angle parking, nor park, stop, or stand a vehicle perpendicular to any designated angle parking space.

(Ord. § _____; Ord. 1042 § 1, 2013; Ord. 653 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 15, 1970.)

10.04.150 Parking on one-way streets. Repealed

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 16, 1970.)

10.04.160 Additional prohibitions as to stopping or parking.

In addition to those areas designated in the Uniform Act Regulating Traffic on Highways adopted hereby, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places or for any of the following purposes:

- A. Within an intersection;
- B. Within ten feet of a fire hydrant;
- C. On a sidewalk;
- D. In front of a public or private driveway;
- E. In front of a public alley;
- F. On a crosswalk;
- G. Within twenty feet of a crosswalk at an intersection;
- H. Within five feet of any curb cut as measured from the concrete joint at the top of curb immediately before the curb cut begins and including, but not limited to, driveways, ADA ramps, and alleys;
- I. Within twenty feet of the driveway entrance to any fire station; and on the side of the street opposite the entrance when properly signposted;
- J. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;
- K. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- L. At any place where official signs or traffic marking prohibits stopping, standing, or parking;

- M. With the left-hand side of the vehicle to the curb or edge of street travel way except as otherwise permitted on one-way streets;
- N. At any place in any public park, playground, or cemetery other than on the roads or drives provided for such purposes;
- O. For the principal purpose of displaying such vehicle for sale;
- P. For the principal purpose of displaying advertising;
- Q. For the principal purpose of greasing or repairing such vehicle, except repairs necessitated by an emergency;
- R. For the principal purpose of the sale of foodstuff or other merchandise;
- S. On any private property without the express or implied consent of the owner or legal occupant of said property.

(Ord. § _____; Ord. 1043 § 1, 2013; Ord. 610 § 1, 1998; Ord. 131 § 18, 1970.)

10.04.170 Parking in alleys.

- A. No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or personal belongings, and in no instance, however temporary, shall a person stop, stand, or park a vehicle within an alley in such position so as to block a driveway entrance to any abutting property or impair the use of the alley traffic lane.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 19, 1970.)

10.04.180 Parking adjacent to schools. Repealed

(Ord. § _____; Ord. 880 § 5, 2008; Ord. 610 § 1, 1998; Ord. 131 § 20, 1970.)

10.04.190 Parking time limited on Town streets.

- A. No person shall park a vehicle or permit a vehicle to remain parked on the same block face of any street within the Town for longer than seventy-two consecutive hours.
- B. Public streets, lots, and parking facilities may be designated with time limitations and no person shall park a vehicle in any area or block face so designated by signage, pavement markings, or curb markings for longer than the designated time limit.
- C. "Block face" is defined as the side of the street where the vehicle was parked between two intersecting streets. An alley shall not be considered a street.
- D. The provisions of this Section 10.04.190 shall not apply to any authorized emergency vehicle as defined by Wyoming law when such vehicle is operated in the manner specified by law in response to an emergency call; nor shall it apply to any vehicle of a Town, county, or state department or agency while being necessarily used for and in conjunction with official Town, county, or state business; nor to any law enforcement vehicle while performing official duties.

(Ord. § _____; Ord. 1138 § 1, 2016; Ord. 1044 § 1, 2013; Res 04-27, 2004; Ord. 636 § 1, 1999; Ord. 610 § 1, 1998; Ord. 131 § 21, 1970.)

10.04.200 Parking spaces for persons with disabilities.

- A. No person shall park, load, unload, or stand in any parking space designated for persons with disabilities on public or private property unless:
 - 1. that person has disabilities or a person with disabilities is a passenger in the vehicle; and
 - 2. the vehicle has a Wyoming Department of Transportation "Disabled Parking Placard" license plate or such displayed on the dashboard or suspended from the rearview mirror inside the vehicle.
- B. No person shall park in, or block the areas immediately adjacent to, parking spaces for persons with disabilities required for ingress and egress of such vehicles that are so designated by appropriate signage, pavement markings, or curb markings.
- C. The Town is authorized to honor persons with disabilities placards issued by states other than Wyoming.

- D. At no time shall parking spaces for persons with disabilities on public or private property be used for the storage of snow, trash, shopping carts, construction materials, or be otherwise obstructed, except when an at least equal number of such parking spaces, that have the equivalent accessibility qualities, have been made available temporarily to substitute for the obstructed spaces.
 - E. The number, location, dimensions, and signing of parking spaces for persons with disabilities shall be in accordance with the current Americans with Disabilities Act standards for accessible design.
 - F. All parking spaces designated for persons with disabilities shall be marked with signage, pavement markings, or curb markings with the International Symbol of Access (ISA).
- (Ord. § _____; Ord. 1103 § 1, 2016; Ord. 880 § 6, 2008; Res. 04-28, 2004; Ord. 610 § 1, 1998; Ord. 316 § 1, 1984.)

10.04.201 Bus stops/zones.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a bus stop or zone so marked by any appropriate signage, pavement markings, or curb markings.
 - B. Properly licensed, publicly owned buses are exempt from the provisions hereof.
- (Ord. § _____)

10.04.202 Horse-drawn carriage or stagecoach zones.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a carriage or stagecoach stop or zone so marked by appropriate signage, pavement markings, or curb markings.
 - B. Town of Jackson authorized horse-drawn carriages, sleighs, and/or stagecoaches, may stop and park to load or unload passengers on streets or portions of streets where designated by appropriate signage, pavement markings, or curb markings.
- (Ord. § _____)

10.04.203 Fire Lanes.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, on streets or portions of streets designated as a fire lane by appropriate signage, pavement markings, or curb markings.
 - B. The provisions hereof do not apply to government-owned and volunteer-owned firefighter vehicles displaying one or more firefighter decals when such vehicle is used in responding to an emergency call or in the performance of official duties.
- (Ord. § _____)

10.04.204 Motorcoaches.

- A. It is unlawful for motorcoaches to stop, stand, or park at any time on any street or alley within the Town, except in the case of an emergency or when directed to do so by a law enforcement officer, in any place except in such locations where appropriate signage, pavement markings, or curb markings allow for motorcoach parking, or loading and unloading of passengers, the latter of which shall in no event exceed 10 minutes.
 - B. For purposes of this section, a motorcoach is defined as a bus meeting one or more of the following conditions: 1) a gross vehicle weight rating 26,000 pounds or greater; 2) sixteen or more designated seating positions (including the driver); 3) at least two rows of passenger seats, rearward of the driver's seating position, that are forward-facing or can convert to forward-facing without the use of tools. Motorcoach includes buses sold for intercity, tour, and commuter bus service, but does not include a bus being used for an approved school activity or a Southern Teton Area Rapid Transit bus.
- (Ord. § _____)

10.04.205 Designated on-street bicycle lanes and pathways.

- A. It shall be lawful to ride, operate, or use Electric Bicycles, as that term is defined in Section 10.13.010 of this Code, in the on-street bike lanes and pathways within the Town, as such are designated by appropriate signage, pavement markings, or curb markings.
- B. Except for the purpose of crossing to gain immediate access to an adjacent property, in the case of an emergency, or when directed to do so by a law enforcement officer, it is unlawful to stop, stand, park, or operate a motor vehicle, motorcycle, or other motorized vehicle in any designated on-street bicycle lane or pathway, as, such is designated by appropriate signage, pavement markings, or curb markings. These provisions shall not apply to governmental agencies, utility providers or other duly authorized persons engaged in maintenance of said bicycle lanes, pathways, and adjacent utilities, nor in cases of unavoidable necessity.

(Ord._§_____; Ord. 1194 § 1, 2018; Ord. 661 § 1, 2000.)

10.04.215 Interference with parking enforcement.

- A. No person shall interfere with officials, who in the performance of their duties, enforce parking regulations set forth in this Code nor interfere with official marks, video, digital imaging, or other tools or methods used in parking enforcement.
- B. "Interference" is defined as removing or attempting to conceal or defeat marks, video, digital imaging or other forms of time, place, and movement recording, or measurement placed for parking enforcement purposes.

(Ord._§_____)

10.04.220 No overnight parking zones.

- A. Except for the public parking structure located at the corner of West Simpson Avenue and South Milward Street, no person shall park a vehicle between the hours of 2 a.m. and 7 a.m. on any parking lot owned, operated, leased, or maintained by the Town, nor on the Teton County Library, and Jackson/Teton County Recreation Center parking lots, nor upon any street or alley designated as no overnight parking by appropriate signage, pavement markings, or curb markings.

(Ord._§_____; Ord. 1080 § 1, 2015; Ord. 897 § 1, 2008; Ord. 681 § 1, 2001; Ord. 641 § 1, 1999; Ord. 610 § 1, 1998; Ord. 214 § 2, 1977.)

10.04.225 Public Parking Structure at West Simpson Avenue and South Milward Street.

- A. No person shall park a vehicle in the public parking structure located at the corner of West Simpson Avenue and South Milward Street for longer than forty-eight consecutive hours, unless parked in spaces designated otherwise by appropriate signage, permits, pavement markings, or curb markings erected or placed by the Town. Upon having parked up to forty-eight consecutive hours, a vehicle must be vacated from the parking garage for a period of no less than three hours before the vehicle may be permitted to park within the parking garage again. (Ord. 1114 § 1, 2016; Ord. 1079 § 1, 2015; Ord. 1052 § 1, 2014.)
- B. No person shall park on or outside the marked lines of a designated parking space so as to obstruct the ability of another vehicle to park in the adjacent parking space.
- C. No commercial vehicle, freight carrying vehicle, or trailer shall be parked in the public parking structure. For the purposes of this chapter, a "commercial vehicle" means any self-propelled or towed vehicle capable of carrying 10 or more persons exclusive of the driver, whether a van, truck, bus, or otherwise; or any self-propelled or towed vehicle used to transport persons and property in the furtherance of any commercial or business purposes; or any self-propelled or towed vehicle used in commerce to transport passengers or cargo.

(Ord._§_____; Ord. 1114 § 1, 2016.)

10.04.230 Driver's license. (Repealed)

(Ord._§_____; Ord. 880 § 7, 2008; Ord. 651 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 23, 1970.)

10.04.240 Registration of vehicles. (Repealed)

(Ord. § _____; Ord. 880 § 8, 2008; Ord. 610 § 1, 1998; Ord. 131 § 24, 1970.)

10.04.245 Failure to maintain liability coverage. (Repealed)

(Ord. § _____; Ord. 880 § 9, 2008; Ord. 683 § 1, 1999).

10.04.250 Limitations on turning around. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 176 (part), 1975; Ord. 131 § 25, 1970.)

10.04.260 Right turns on red light. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 26, 1970.)

10.04.285 Vehicle Immobilization

- A. Definition. For the purposes of this chapter, the word "immobilize" or "immobilization" means and includes the use of any device which may be attached or affixed to a vehicle and when so attached or affixed shall render the vehicle immovable.
- B. Boot list. As frequently as practicable, the Town Manager, or their designee, shall prepare and update the "Boot List," consisting of vehicles that have three or more parking tickets for which the registered owner failed to timely pay the fine due, appear in court on the date assigned pursuant to a parking citation, or a combination of the two.
 - 1. Notice that a vehicle is subject to immobilization shall be served by the Town Manager, or their designee, by mail to the registered owner.
 - 2. A vehicle on the Boot List and whose registered owner has been so notified by the Town Manager, or their designee, pursuant to section B.1 above, is subject to immobilization by the Town Manager, or their designee, while that vehicle is located upon any public property.
 - 3. A person immobilizing the vehicle shall attach to the vehicle, at the time of immobilization, a notice advising the owner that:
 - i. The vehicle has been immobilized by the Town for three or more parking tickets for which the registered owner failed to pay the fines due, appear in court on the date assigned pursuant to a parking citation(s), or a combination of the two.
 - ii. Release from immobilization may be obtained by the issuance of a failure to appear citation to the person in control of the vehicle at the time of immobilization for all outstanding parking violations.
 - iii. Unless such failure to appear is issued within three business days of the immobilization, including the day the vehicle was immobilized, the vehicle may be impounded.
 - iv. It is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached, unless authorized by the Town Manager, or their designee.
 - 4. The Town Manager, or their designee, shall remove a vehicle from the Boot List and authorize its release from immobilization within twenty-four hours of the issuance of the failure to appear citation.
 - 5. If a vehicle immobilized pursuant to this section is not released within three business days of the immobilization, including the day the vehicle was immobilized, the Town Manager, or their designee, may require the vehicle to be removed or cause it to be removed and towed in accordance with the towing and impoundment provisions of this Code.
- C. Boot fee. See JMC § 1.18.080, Administrative fees assessed in municipal court; Court costs assessed in municipal court.

- D. Authorized. When the Town Manager, or their designee, finds a vehicle parked in violation of the provisions of this Code, they may immobilize the vehicle or cause the same to be done if that vehicle appears on the Boot List.
- E. Alternate procedure. The provisions of this section are declared to provide an alternative manner for the enforcement of the provisions of this Code pertaining to parking violations and shall not preclude impoundment of the vehicle parked as otherwise authorized pursuant to this Code or any other method of enforcing the parking ordinances.
- F. Tampering with immobilization device. It is unlawful to tamper with, damage, corrupt, or impair an immobilization device placed on a vehicle.

(Ord. _____ § ____)

10.04.290 Towing and impounding vehicles.

- A. Vehicles within the Town may be towed by the Town, the county, or by a contractor or agent of the Town, for any one or more of the following reasons:
 - 1. The vehicle was found parked in any unauthorized place or in violation of this title or any other Town ordinance;
 - 2. The vehicle was immobilized pursuant to Section 10.04.285 and has not been released within three business days;
 - 3. The vehicle was in an accident, whether with another vehicle, a pedestrian, wildlife, or otherwise;
 - 4. The vehicle is a hazardous vehicle;
 - 5. The vehicle is a derelict motor vehicle;
 - 6. The vehicle is obstructing snow removal operations or causing an obstruction in a snow emergency;
 - 7. The vehicle is obstructing street cleaning operations;
 - 8. The vehicle is obstructing tree cutting operations;
 - 9. The vehicle is obstructing street or sewer maintenance operations;
 - 10. The vehicle is not operable due to the arrest of the owner or operator;
 - 11. The vehicle is lost or reported stolen;
 - 12. The vehicle is a nonmotorized obstruction vehicle (defined as a vehicle without motive power in operation designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle);
 - 13. The vehicle is on private property and is parked without consent of the property owner, proprietor, or agent of the property owner; provided: i) that signs posted on the property give notice that parking is prohibited, and ii) that the person requesting the tow signs a statement that they are the owner, proprietor, or agent of the property owner and that they have authority to request the towing of the vehicle;
 - 14. The vehicle is obstructing access to a fire hydrant.
- B. The owner of the vehicle shall pay all reasonable charges of towing and storage incurred, in addition to any penalties imposed for violation of this code or any other Town ordinance.
- C. When authorized by this code, members of the police department may remove a vehicle from a street, alley, or highway to a public or private garage or lot or other place of safety, or to a garage or lot designated by, contracted with, or maintained by the Town.
- D. Whenever an officer removes a vehicle from a street, alley, or highway as authorized in this section and the officer knows or is able to ascertain from the vehicle registration records the name and address of the owner, the officer shall immediately give, or cause to be given, notice to the owner the fact of removal, the reasons therefore, and the place to where the vehicle has been removed.
- E. Whenever an officer removes a vehicle from a street, alley, or highway under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner, and in the event the vehicle is not returned to the owner within a period of three days, then the officer shall immediately send or cause to be sent a written report of the removal by mail to the state department whose duty it is to register motor vehicles. The officer will file a copy of the notice

with the proprietor of any garage or lot in which the vehicle may be stored. Notice shall include a complete description of the vehicle, the date, time and place from which removed, reasons for removal, and the name of the garage or place where the vehicle is stored.

(Ord. § _____; Ord. 1052 § 2, 2014; Ord. 880 § 10, 2008).

10.04.295 Abandoned Vehicles.

- A. Except as otherwise specifically provided in this section, whenever an officer has reasonable grounds to believe that a vehicle has been abandoned, they may remove the vehicle, or cause it to be removed, at the expense of the owner to a place of impoundment designated by the county pursuant to and consistent with state statute.

(Ord. _____ § ____)

10.04.300 Parking During Winter Maintenance

- A. No person shall park a vehicle on any street within the Town during the hours of 3 a.m. and 7 a.m. between November 1st and April 15th.

(Ord. _____ § ____, 2021; Ord. 1045 § 1, 2013; Ord. 880 § 11, 2008; Ord. 610 § 1, 1998; Ord. 251 § 1, 1978; Ord. 131 § 30, 1970.)

10.04.310 Restricted vehicles--Truck route.

- A. All vehicles, combination of vehicles, or combinations of vehicle and load having a length of more than forty-five feet, or a width of more than eight and one-half feet with load, or height of more than fourteen feet with or without load, are restricted vehicles.

- B. All restricted vehicles and all trucks or similar vehicles of 24,000 pounds gross weight or more shall be driven only upon the following streets or parts of streets:

1. NORTH BOUND TRAFFIC: Broadway Avenue east to Milward Street, thence north along Milward Street to Mercill Avenue, thence east along Mercill Avenue to Cache Street, and thence north along Cache Street to the Town limits. (Ord. 1046 § 1, 2013.)
2. SOUTH BOUND TRAFFIC. Cache Street south to Mercill Avenue, thence west along Mercill Avenue to Milward Street, thence south along Milward Street to Broadway Avenue, and thence west along Broadway Avenue to the Town limits. (Ord. 1046 § 1, 2013.)

Such vehicles shall deviate only when necessary to traverse another street or streets for the purpose of loading, unloading, or servicing and then only by such deviation from the nearest truck route as is reasonable and practical; provided, that no such vehicle shall be loaded, unloaded, or serviced upon any street or part of a street if there is usable off-street loading, unloading, or servicing space available.

- C. Vehicles carrying explosives, corrosive, or flammable substances in excess of five gallons (other than fuels carried in permanently attached tanks and used exclusively for propulsion of the vehicle to which attached) shall be driven upon those streets or parts of streets described above, and none other, unless so authorized by the Town Manager, or their designee, or unless such vehicle is owned and operated by a person, firm, or corporation having a currently valid business license issued by the Town of Jackson.
- D. The provisions of this section shall not apply to passenger buses operating under the authority of the Public Service Commission of this state nor to authorized emergency vehicles.

(Ord. § _____; Ord. 880 § 12, 2008; Ord. 610 § 1, 1998; Ord. 444 § 2, 1992; Ord. 131 § 31, 1970.)

10.04.340 Careless Driving. (Repealed)

(Ord. § _____; Ord. 1048 § 1, 2013, Ord. 610 § 1, 1998; Ord. 161 § 6, 1973; Ord. 131 § 34, 1970).

10.04.345 Child safety restraint system required. (Repealed)

(Ord. § _____; Ord. 880 § 14, 2008; Ord. 637 § 1, 1999.)

10.04.355 Use of cellphone or wireless communication device while operating a vehicle prohibited; Affirmative defenses.

A. The following definitions shall apply to this section:

1. "Cellphone" is defined as a mobile communication device that uses wireless short wave, analog or digital radio transmissions between the device and the transmitter to permit wireless communications to and from the user of the device.
2. Cellphone includes a hand phone, cellular telephone, wireless phone, mobile phone, and satellite telephone.
3. Telephone is synonymous with phone.
4. "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An electronic message includes, but is not limited to, a text-based communication, a command or request to access an internet site, or other data that uses a commonly recognized electronic communications protocol.
5. "Wireless communication device" means a cellular, analog, wireless or digital device, computer or telephone, capable of accessing, sending or receiving wireless electronic messages, conversation or other interchange of information, including, but not limited to, a wireless telephone service, a wireless internet service or a wireless text messaging service, but does not include voice radios, mobile radios, land mobile radios, commercial mobile radios or two-way radios with the capability to transmit and receive voice transmissions utilizing a "push to talk" or "press to transmit" function, or other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, school bus operators, taxi cab drivers or mobile commercial enterprises.

B. No person shall operate a motor vehicle while using a cellphone or using a wireless communication device to view, send, or compose an electronic message while operating a motor vehicle. This prohibition of use includes, but is not limited to: talking, text messaging, taking photographs, or any other use which causes a driver's attention to be diverted.

C. It shall be an affirmative defense to prosecution of an offense under this section for:

1. Persons using a cellphone or wireless communication device designed for "hands free" operation, and the device is actually being used in a manner that allows the driver to talk into and listen to the telephone or wireless communication device without the use of hands, including a global positioning or navigation system that is affixed to the vehicle; or
2. Persons using a cellphone or wireless communication device in an emergency situation to call 911 or other similar emergency telephone number; or
3. Persons using a telephone or wireless communication device while maintaining their motor vehicle in a stationary, parked position, off the traveled roadway, and not in gear. This does not include periods during which a motor vehicle is stopped at an intersection or other location as the result of traffic or the placement of a traffic control device on a public street or highway; or
4. An operator of an authorized emergency vehicle using a cellphone wireless communication device while acting in an official capacity.

(Ord. § _____; Ord. 1055 § 1, 2014; Ord. 1047 § 1, 2013)

10.04.370 Regulations for traffic signals. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 37, 1970.)

10.04.375 Traffic-calming zones. (Repealed)

(Ord. § _____; Ord 663 § 1, 2000.)

10.04.380 Schedules--Amendment.

A. All schedules referred to in this chapter shall be enacted by resolution and are a part of this chapter

that may be amended from time to time by the Town Council. Any amendments made by resolution of the Town Council shall become a part of this chapter as fully as though written herein.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 38, 1970.)

10.04.390 Schedules--Designated. Repealed.

(Ord. § _____; Ord. 1081 § 1, 2015; Res. 14-18, 2014; Ord. 1046 § 1, 2013; Ord. 610 § 1, 1998; Res. 11-03, 2011; Revised Res 10-20, 2010; Revised Res. 09-23, 2009; Revised Res. 09-19, 2009; Revised Res. 08-01, 2008; Res. 07-19, 2007; Res. 07-22, 2007)

10.04.392 Signage and Curb Markings.

A. The Town Manager, or their designee, at the direction of the Town Council, may place signs, pavement markings, and curb markings to indicate stopping, standing, and/or parking regulations as deemed appropriate, including but not limited to:

1. The curb markings shall have the following meanings:

i. Red shall mean no stopping, standing, or parking at any time, except as follows:

- a. A bus may stop and park no longer than necessary to load or unload passengers, but in no event to exceed 10 minutes, when red curbs are signed as a "BUS ZONE."
- b. An approved horse-drawn sleigh, carriage or stagecoach may stop and park to load or unload passengers in areas where curbs are signed as a "CARRIAGE STOP" or "STAGECOACH STOP."
- c. Volunteer firemen may stop and park a vehicle displaying a fireman plate when responding to a fire call or in the performance of other official duties when the curb is signed as a "FIRE LANE."

ii. Yellow means no stopping, standing, or parking at any time except as follows:

- a. For the purpose of loading or unloading of passengers or materials, provided that the loading or unloading of passengers or materials shall not exceed five minutes and only in those areas where a yellow curb is signed to designate a "LOADING ZONE."
- b. For not longer than fifteen minutes when the curb is signed to designate a "FIFTEEN MINUTE ZONE."
- c. For not longer than thirty minutes when the curb is signed to designate a "THIRTY MINUTE ZONE."

iii. Blue means no stopping, standing, or parking at any time, except for vehicles which display appropriate state-issued markings, decals, or plates identifying the vehicle as one for persons with disabilities.

B. Signs, pavement markings, and curb markings shall be placed, erected, and maintained by authorized Town personnel only.

(Ord. § _____; Ord. 1046 § 1, 2013; Revised Res. 08-16, 2008.)

10.04.400 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 161 § 7(part), 1973; Ord. 131 § 42, 1970.)

10.04.450 Driving or having control of vehicle while under the influence of intoxicating liquor or controlled substances; penalties. (Repealed)

(Ord. § _____; Ord. 1033 § 1, 2013)

SECTION II.

Section 2 of the Town of Jackson Ordinance No. 881; Sections 5 and 16 of the Town of Jackson Ordinance No. 110; and Sections 10.08.050, 10.08.090, and 10.08.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.08.050 Registration required. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 5, 1968.)

10.08.090 Operation with unsafe or illegal equipment prohibited.

- A. It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved, on any roadway any snowmobile or over-snow vehicle or combination of vehicles which is in such unsafe condition so as to endanger any persons or property, or which does not contain those parts or is not at all times equipped with such equipment in proper condition and adjustment as required by this chapter or which is equipped in any manner in violation hereof.

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 9, 1968.)

10.08.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 16, 1968.)

SECTION III.

Section 2 of the Town of Jackson Ordinance No. 896; Sections 4 and 16 of the Town of Jackson Ordinance No. 92; Section 15 of the Town of Jackson Ordinance No. 289; and Sections 10.12.040, 10.12.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.12.040 Lamps and reflectors. (Repealed)

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 92 § 4, 1965.)

10.12.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 289 § 15, 1982; Ord. 92 § 16, 1965.)

SECTION IV.

Section 1 of the Town of Jackson Ordinance No. 1193; and Sections 10.13.010, 10.13.020, 10.13.030, 10.13.040, 10.13.130, and 10.13.150 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.13.010 Definitions.

For the purposes of this Chapter, the following definitions apply:

- A. "Electric bicycle" means a bicycle or tricycle equipped with fully operable pedals and an electric motor of less than 750 watts.
- B. "Class 1 electric bicycle" or "Low Speed Pedal Assisted Electric Bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour.
- C. "Class 2 electric bicycle" or "Low Speed Throttle Assisted Electric Bicycle" means a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour.

- D. "Class 3 electric bicycle" or "speed pedal assisted electric bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.
- E. "Electric vehicle" means any two or more wheeled device with electric power that does not meet one of the definitions above and is not a pedestrian vehicle as defined in Wyo. Stat. Ann. § 31-5-101,.
- F. "Child" - means an individual under the age of sixteen years.
- G. "Adult" means an individual who is sixteen years or more.

(Ord._§_____; Ord 1193, § 1, 2018)

10.13.020 Classes of Electric Bicycles Permitted and Prohibited; Where Permitted and Prohibited.

- A. Class 1 electric bicycles, class 2 electric bicycles, and class 3 electric bicycles are permitted on Town of Jackson public streets, bike lanes, pathways, and alleys.
- B. All electric vehicles are prohibited on all Town of Jackson pathways, bike lanes, skateparks, or other bicycle facilities including natural surface trails. Emergency response vehicles, maintenance vehicles, motor-assisted devices, as that term is defined in chapter 10.14, and pedestrian vehicles used by persons with a physical disability, as that term is defined in Wyo. Stat. Ann. § 31-5-101, are exempt from this prohibition.
- C. The use of electric bicycles outside Town of Jackson city limits is regulated separately by the federal government, Wyoming Department of Transportation, and the Teton County Board of County Commissioners, and this ordinance has no applicability to roads and pathways under those respective jurisdictions.

(Ord._§_____; Ord 1193, § 1, 2018)

10.13.030 Laws Applicable; Prohibited Acts.

- A. All electric bicycles operated within the Town of Jackson shall comply with the manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission (16 C.F.R. part 1512).
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state applicable to drivers of motor-driven cycles, as set forth in Wyo. Stat. Ann. §§ 31-5-101 through 31-5-707, and all provisions of the ordinances of the Town.
- C. The parent of any child, the guardian of any ward, or a person assuming responsibility for a child or ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

(Ord._§_____; Ord 1193, § 1, 2018)

10.13.040 Inspection and Permit Required.

- A. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must present every electric bicycle within thirty days of purchase, whether purchased new or used, at the Jackson Police Department for:
 - 1. Inspection: All electric bicycles shall be presented to an authorized inspection agent within the Town with a completed notarized attestation of the owner, made under oath, stating the classification, top assisted speed, that the speedometer functions, and motor wattage of the electric bicycle.
 - 2. Permitting: All electric bicycles must get a permit permanently affixed by the Jackson Police Department stating the classification number, top assisted speed, and motor wattage of the electric bicycle.
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must carry a document showing the purchase date until the electric bicycle is permitted in accordance with provision A of this subsection.
- C. Every electric bicycle must have a valid permit affixed to it in a conspicuous location within thirty days of purchase, whether used or new.

(Ord. _____ § _____; Ord 1193, § 1, 2018)

10.13.130 Equipment

- A. Every electric bicycle must be equipped with a functioning speedometer at all times it is operated within the Town of Jackson.
- B. No person shall ride or operate an electric bicycle upon any street, alley, or public place within the corporate limits of the Town during the period from a half hour after sunset to one-half hour before sunrise or at any other time when there is not sufficient light to clearly discern any person on the streets a distance of 200 feet ahead, without having a lamp affixed to the front of the electric bicycle which shall emit a white light visible under normal atmospheric conditions from a distance of at least 300 feet to the front of the electric bicycle, and with a red reflector on the rear which shall be visible under like conditions from a distance of at least 300 feet to the rear of the electric bicycle. A lamp emitting a red light visible from a distance of 300 feet to the rear may be used in lieu of the red reflector.

(Ord. _____ § _____; Ord 1193, § 1, 2018)

10.13.150 Penalty (Repealed)

(Ord. _____ § _____; Ord 1193, § 1, 2018)

SECTION V.

Section 1 (part) of the Town of Jackson Ordinance Nos. 377, 882 and 859; and Sections 10.14.010 through 10.14.080 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.14.010 Definitions.

- A. "Scooter" or "skateboard" is defined as any object consisting of a relatively flat platform constructed of any material which is attached to one or more wheels on the underside and designed to be used or operated by standing, sitting, or kneeling on the platform and allowing or causing the platform to be propelled by the use of hands, feet, or gravity, but shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.
- B. Motor-Assisted Devices.
 - 1. A self-propelled device with:
 - (i) one or more wheels in contact with the ground;
 - (ii) a braking system capable of stopping the unit under typical operating conditions;
 - (iii) an electric motor not exceeding 750 watts or other motor providing equivalent power;
 - (iv) either handlebars and a deck design for a person to stand while operating the device, or handlebars and a seat designed for a person to sit, straddle, or stand while operating the device, or a deck design for a person while operating the device;
 - (v) a maximum speed of twenty miles per hour.
 - 2. Motor Assisted Device shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.

(Ord. _____ § _____; Ord. 377 § 1 (part), 1988.)

10.14.020 Operation prohibited in certain zoning districts. (Repealed)

(Ord. _____ § _____; Ord. 859, 2008, Ord. 377 § 1 (part), 1988.)

10.14.030 Clinging to vehicles prohibited.

No person, while riding or operating a scooter, skateboard, or motor-assisted device within the corporate limits of the Town, shall hold onto any moving vehicle for the purpose of utilizing such moving vehicle for the propulsion of the scooter or skateboard, or motor-assisted device.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.040 Riding on sidewalks.

- A. A person shall not ride a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk in the area bounded on the south by the south boundary of Pearl Street, on the east by the east boundary of Willow Street, on the north by the north boundary of Gill Street, and on the west by the west boundary of Millward Street, in the Town, except on designated Shared Use Pathways or if being used for delivery purposes.
- B. In all other areas, a person propelling a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.
- C. Persons on a scooter, skateboard, or motor-assisted device using sidewalks shall slow to a pedestrian rate of speed when utilizing pedestrian crosswalks, unless the crosswalk is part of a Shared Use Pathway.

(Ord. § _____; Ord. 882 § 1, 2008; Ord. 377 § 1 (part), 1988.)

10.14.050 Riding two abreast.

- A. Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall keep the scooter, skateboard, or motor-assisted device on the extreme right of the traffic lane and it shall be unlawful for two or more operators to operate their scooter, skateboard, or motor-assisted device except in single file.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.060 Laws applicable.

- A. Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state and ordinances of the Town applicable to the drivers of motor vehicles, except the provisions thereof which by their very nature can have no application.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.070 Parking.

- A. No operator of a scooter, skateboard, or motor-assisted device shall leave their scooter, skateboard, or motor-assisted device in such a manner that shall hinder or impede pedestrians or vehicular traffic upon the sidewalks or paths, or upon the streets or alleys of the Town, or shall fail to take proper care to see that their scooter, skateboard, or motor-assisted device is so placed to avoid annoyance and danger of accident during their absence therefrom.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.080 Penalty for violation. (Repealed)

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

SECTION VI.

Section 1 (part) of the Town of Jackson Ordinance Nos. 429 and 883; and Sections 10.16.010 and 10.16.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.16.010 Definitions.

- A. "Roller skate" or "roller blade" is defined as footwear or an object to be attached to footwear which has a relatively flat platform constructed of any material which is attached to wheels on the underside and designed to be used or operated by placing them on the feet as a means of locomotion, but shall not include scooters, skateboards, motor-assisted devices, bicycles, electric bicycles, or any

motorized vehicle.
(Ord. § _____; Ord. 429 § 1 (part), 1991.)

10.16.030 Penalty for violation. (Repealed).

(Ord. § _____; Ord. 883 § 1, 2008; Ord. 429 § 1 (part), 1991.)

SECTION VII.

Section 1 of the Town of Jackson Ordinance No. 696; and Sections 10.17.010, 10.17.020 and 10.17.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.17.010 Regulations

It shall be unlawful for any person within the Teton County Parks and Recreation Skateboard Park to:

- A. Ride, operate, or use any device other than a skateboard, in-line skate, roller blade, or such other device as may be approved by the Jackson/Teton County Parks and Recreation Department for use therein;
- B. Ride, operate, or use such a device unless that person is wearing safety equipment including knee pads, elbow pads, and a helmet designed for use with skateboards, in-line skates, or roller blades, and the safety equipment is in good repair at all times during use;
- C. Place or utilize additional obstacles or other material (including but not limited to ramps or jumps) that are not specifically authorized by the Jackson/Teton County Parks and Recreation Director, or their designee;
- D. Use the Teton County Parks and Recreation Skateboard Park before or after the posted hours of operation;
- E. Use or consume alcohol or illegal substances, including tobacco products which are illegal for the user to possess or consume;
- F. Place stickers, graffiti, or engage in "tagging" at any location within the Teton County Parks and Recreation Skateboard Park;
- G. Use or possess glass containers, bottles, or other breakable glass products; and/or
- H. Fail to obey any other rule or regulation posted on or near the facility by order of the Director of the Jackson/Teton County Parks and Recreation Department, or their designee.

10.17.20 Ejectment.

- A. The privilege of any person to use the Town of Jackson Skateboard Park is expressly conditioned upon compliance by that person with the provisions of this chapter.
- B. Any person found to be in violation of this chapter shall be subject to ejectment from the Teton County Parks and Recreation Skateboard Park for a period up to, but not exceeding, one year.

10.17.030 Penalty.

- A. In addition to violator being subject to the general penalty provision of this Code, the person shall, whether in lieu of or in addition to, be subject to ejectment from the facility.

(Ord. § _____; Ord. 696 § 1, 2001)

SECTION VIII.

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

SECTION IX.

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 X.

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 _____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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 _____, 2022.

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

_____, Town Clerk

ORDINANCE V

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 131, 161, 176 (PART) 181, 251, 316, 377 (PART), 429 (PART) 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 696, 749, 878, 882, 883, 897, 919, 1032, 1033, 1041 THROUGH 1048, 1055, 1080, 1081, 1103, 1114, 1138, 1193 AND 1194; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 214, 444, 880, 881, 896, AND 1052; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161, 880 AND 896; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 92, 131, 161, AND 880; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 110 AND 880; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 AND 880; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 (PART) AND 880; SECTIONS 8, 11, 12 AND 14 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 880; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 131, 880 AND 881; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 880; SECTIONS 13, 18 THROUGH 21, 23 THROUGH 26, 30, 31, 34, 37, 38 AND 42 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 15 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 289; SECTION 16 OF TOWN OF JACKSON ORDINANCE NOS. 92, 110 AND 131; AND SECTIONS 10.04.010 THROUGH 10.04.450, 10.08.050, 10.08.090, 10.08.160, 10.12.040, 10.12.160, 10.13.010, 10.13.020, 10.13.130, 10.13.150, 10.14.010 THROUGH 10.14.080, 10.16.010, 10.16.020, 10.16.030, 10.17.010, 10.17.020, AND 10.17.030 OF THE TOWN OF JACKSON MUNICIPAL CODE.

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. 131, 161, 176 (part) 251, 316, 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 749, 878, 897, 919, 1032, 1033, 1041 through 1048, 1052, 1055, 1080, 1081, 1103, 1114, 1138 and 1194; Section 2 of the Town of Jackson Ordinance Nos. 131, 214, 444, 880 and 1052; Sections 3, 4 and 6 of the Town of Jackson Ordinance Nos. 131, 161 and 880; Sections 5 and 10 of the Town of Jackson Ordinance No. 880; Section 7 of the Town of Jackson Ordinance Nos. 131, 161 (part) and 880; Sections 8, 9, 11, 12 and 14 of the Town of Jackson Ordinance Nos. 131 and 880; Sections 13, 15, 16, 18 through 21, 23 through 26, 30, 31, 34, 37, 38 and 72 of the Town of Jackson Ordinance No. 131; and Sections 10.04.010 through 10.04.450 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.04.010 Uniform Act-- Adoption; Implied Consent to Chemical Testing.

- A. Wyoming Statute §31-5-101 through and including §31-5-1402, the same being the Uniform Act Regulating Traffic on Highways; §31-6-101 through and including §31-6-108, the same being the Implied Consent and Chemical Testing act; §31-4-101 through and including §31-4-104, the same being General Offenses and Penalties; and §31-7-134, the same being Driver's Licenses, as such sections may be amended from time to time, excluding such sections of as are specifically deleted therefrom by Section 10.04.020, are adopted by reference and incorporated herein as a part of this chapter in full as if completely set forth herein..

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 880 § 2, 2008; Ord. 749 § 1, 2004; Ord. 610 § 1, 1998; Ord. 596 § 1, 1998; Ord. 161 § 1, 1973; Ord. 131 § 1, 1970.)

10.04.020 Uniform Act--Excluded sections.

The following sections of the Uniform Act Regulating Traffic on Highways, and all amendments thereto, are specifically deleted and excepted therefrom before adoption by the Council, as provided in Section 10.04.010:

- A. §31-5-112 through and including §31-5-114;
- B. §31-5-213;
- C. §31-5-227;
- D. §§31-5-501(a) and 31-5-502;
- E. §§31-5-510 and 31-5-511;
- F. §§31-5-937 and 31-5-939;
- G. §31-5-957;

- H. §31-5-1205 paragraphs (b) and (c);
- I. §31-5-1212 paragraph (b);
- J. §31-5-1214

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 2, 1970.)

10.04.030 Uniform Act--References—Municipal Judge. Repealed

A.

(Ord. §_____; Ord. 880 § 3, 2008; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 3, 1970.)

10.04.060 Speed or acceleration contest or exhibition of speed. Repealed

(Ord. §_____; Ord. 878 § 1, 2008; Ord. 610 § 1, 1998; Ord. 131 § 6, 1970.)

10.04.070 Speed limits generally.

A. No person shall drive a vehicle on a highway, street, or alley at a greater speed than is reasonable and prudent under the existing conditions and having due regard for the actual and potential hazards then existing.

B. Except when a special hazard exists that requires lower speed for compliance with subsection A, the limits specified in this subsection shall be the maximum lawful speed for Town highways, streets, and alleys, and no person shall drive a vehicle on a highway, street, or alley at a speed in excess of such maximum limits:

1. The prima facie speed limit shall be as indicated and posted on appropriate signs.

C. Except when a special hazard exists that requires lower speed for compliance with subsection A, or in those instances set forth in subsection B, the speed limit on all streets and at all places within the Town shall be twenty-five miles per hour.

(Ord. §_____; Ord. 1041 § 1, 2013; Ord. 919 § 1, 2009; Ord. 610 § 1, 1998; Ord. 161 § 4, 1973; Ord. 131 § 7, 1970.)

10.04.080 Presumption of safe and reasonable speed. (Repealed)

A.

(Ord. §_____; Ord. 610 § 1, 1998; Ord. 131 § 8, 1970.)

10.04.090 One-way streets and alleys.

A. Upon those streets and parts of streets and in those alleys designated by appropriate signage, pavement markings, or curb markings, a vehicle shall be driven only in the direction designated.

- B. When appropriate signage, pavement markings, or curb markings so authorize angle parking it shall be permitted upon the entirety or specific parts of one-way streets in accordance with section 10.04.140.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 9, 1970.)

10.04.100 Obedience to traffic-control devices.

- A. The driver of any vehicle must obey the instructions of any official traffic-control device, including signs, placed in accordance with the provisions of this chapter and Wyo. Stat. §§ 31-5-402 through 405 unless otherwise directed by a traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle.
- B. Stop and yield intersections are those so designated by resolution, which resolution is on file with the Town Clerk.

(Ord. § _____; Res. 05-27, 2005; Res. 04-26, 2004; Res. 04-25, 2004; Ord. 610 § 1, 1998; Ord. 131 § 11, 1970.)

10.04.110 Yield intersections. Repealed

.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 12, 1970.)

10.04.120 Cutting through corners. Repealed

A.

(Ord. § _____; Ord. 880 § 4, 2008; Ord. 610 § 1, 1998; Ord. 131 § 13, 1970.)

10.04.130 Parking parallel to curb.

- A. No person shall stand or park a vehicle on a street other than parallel with the edge of the roadway, with the front of the vehicle facing in the direction of lawful traffic movement, and with the right-hand wheels of the vehicle within eighteen inches of the curb or edge of the roadway, except as otherwise provided in this chapter.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 14, 1970.)

10.04.140 Angle parking--Restrictions.

- A. Angle parking shall be permitted upon the streets or parts of the streets as designated by appropriate signage, pavement markings, or curb markings erected or placed by the Town.
- B. No vehicle shall be angle parked in any area designated for angle parking which is of such length that said vehicle blocks or impairs the use of a traffic lane.
- C. In no case, shall any angle parked vehicle extend from the curb or edge of the roadway a greater distance than one-third of the width of the roadway.
- D. No person shall back a vehicle into any area designated for angle parking, nor park, stop, or stand a vehicle perpendicular to any designated angle parking space.

(Ord. § _____; Ord. 1042 § 1, 2013; Ord. 653 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 15, 1970.)

10.04.150 Parking on one-way streets. Repealed

.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 16, 1970.)

10.04.160 Additional prohibitions as to stopping or parking.

In addition to those areas designated in the Uniform Act Regulating Traffic on Highways adopted hereby, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places or for any of the following purposes:

- A. Within an intersection;
- B. Within ten feet of a fire hydrant;
- C. On a sidewalk;
- D. In front of a public or private driveway;
- E. In front of a public alley;
- F. On a crosswalk;
- G. Within twenty feet of a crosswalk at an intersection;
- H. Within five feet of any curb cut as measured from the concrete joint at the top of curb immediately before the curb cut begins and including, but not limited to, driveways, ADA ramps, and alleys;
- I. Within twenty feet of the driveway entrance to any fire station; and on the side of the street opposite the entrance when properly signposted;
- J.. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;
- K. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- L..At any place where official signs or traffic marking prohibits stopping, standing, or parking;
- M. With the left-hand side of the vehicle to the curb or edge of street travel way except as otherwise permitted on one-way streets;
- N. At any place in any public park, playground, or cemetery other than on the roads or drives provided for such purposes;
- O. For the principal purpose of displaying such vehicle for sale;
- P. For the principal purpose of displaying advertising;
- Q. For the principal purpose of greasing or repairing such vehicle, except repairs necessitated by an emergency;
- R. For the principal purpose of the sale of foodstuff or other merchandise;
- S. On any private property without the express or implied consent of the owner or legal occupant of said property.

(Ord. § _____; Ord. 1043 § 1, 2013; Ord. 610 § 1, 1998; Ord. 131 § 18, 1970.)

10.04.170 Parking in alleys.

- A. No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or personal belongings, and in no instance, however temporary, shall a person stop, stand, or park a vehicle within an alley in such position so as to block a driveway entrance to any abutting property or impair the use of the alley traffic lane.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 19, 1970.)

10.04.180 Parking adjacent to schools. Repealed

(Ord. § _____; Ord. 880 § 5, 2008; Ord. 610 § 1, 1998; Ord. 131 § 20, 1970.)

10.04.190 Parking time limited on Town streets.

- A. No person shall park a vehicle or permit a vehicle to remain parked on the same block face of any

street within the Town for longer than seventy-two consecutive hours.

B. Public streets, lots, and parking facilities may be designated with time limitations and no person shall park a vehicle in any area or block face so designated by signage, pavement markings, or curb markings for longer than the designated time limit. .

C. "Block face" is defined as the side of the street where the vehicle was parked between two intersecting streets. An alley shall not be considered a street.

B. The provisions of this Section 10.04.190 shall not apply to any authorized emergency vehicle as defined by Wyoming law when such vehicle is operated in the manner specified by law in response to an emergency call; nor shall it apply to any vehicle of a Town, county, or state department or agency while being necessarily used for and in conjunction with official Town, county, or state business; nor to any law enforcement vehicle while performing official duties.

(Ord. § _____; Ord. 1138 § 1, 2016; Ord. 1044 § 1, 2013; Res 04-27, 2004; Ord. 636 § 1, 1999; Ord. 610 § 1, 1998; Ord. 131 § 21, 1970.)

10.04.200 Parking spaces for persons with disabilities.

A. No person shall park, load, unload, or stand in any parking space designated for persons with disabilities on public or private property unless:

1. that person has disabilities or a person with disabilities is a passenger in the vehicle; and
2. the vehicle has a Wyoming Department of Transportation "Disabled Parking Placard" license plate or such displayed on the dashboard or suspended from the rearview mirror inside the vehicle.

B. No person shall park in, or block the areas immediately adjacent to, parking spaces for persons with disabilities required for ingress and egress of such vehicles that are so designated by appropriate signage, pavement markings, or curb markings.

C. The Town is authorized to honor persons with disabilities placards issued by states other than Wyoming.

D. At no time shall parking spaces for persons with disabilities on public or private property be used for the storage of snow, trash, shopping carts, construction materials, or be otherwise obstructed, except when an at least equal number of such parking spaces, that have the equivalent accessibility qualities, have been made available temporarily to substitute for the obstructed spaces.

E. The number, location, dimensions, and signing of parking spaces for persons with disabilities shall be in accordance with the current Americans with Disabilities Act standards for accessible design.

F. All parking spaces designated for persons with disabilities shall be marked with signage, pavement markings, or curb markings with the International Symbol of Access (ISA).

(Ord. § _____; Ord. 1103 § 1, 2016; Ord. 880 § 6, 2008; Res. 04-28, 2004; Ord. 610 § 1, 1998; Ord. 316 § 1, 1984.)

10.04.201 Bus stops/zones.

A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a bus stop or zone so marked by any appropriate signage, pavement markings, or curb markings.

B. Properly licensed, publicly owned buses are exempt from the provisions hereof.

(Ord. § _____)

10.04.202 Horse-drawn carriage or stagecoach zones.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a carriage or stagecoach stop or zone so marked by appropriate signage, pavement markings, or curb markings.
- B. Town of Jackson authorized horse-drawn carriages, sleighs, and/or stagecoaches, may stop and park to load or unload passengers on streets or portions of streets where designated by appropriate signage, pavement markings, or curb markings.

(Ord. § _____)

10.04.203 Fire Lanes.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, on streets or portions of streets designated as a fire lane by appropriate signage, pavement markings, or curb markings.
- B. The provisions hereof do not apply to government-owned and volunteer-owned firefighter vehicles displaying one or more firefighter decals when such vehicle is used in responding to an emergency call or in the performance of official duties.

(Ord. § _____)

10.04.204 Motorcoaches.

- A. It is unlawful for motorcoaches to stop, stand, or park at any time on any street or alley within the Town, except in the case of an emergency or when directed to do so by a law enforcement officer, in any place except in such locations where appropriate signage, pavement markings, or curb markings allow for motorcoach parking, or loading and unloading of passengers, the latter of which shall in no event exceed 10 minutes.
- B. For purposes of this section, a motorcoach is defined as a bus meeting one or more of the following conditions: 1) a gross vehicle weight rating 26,000 pounds or greater; 2) sixteen or more designated seating positions (including the driver); 3) at least two rows of passenger seats, rearward of the driver's seating position, that are forward-facing or can convert to forward-facing without the use of tools. Motorcoach includes buses sold for intercity, tour, and commuter bus service, but does not include a bus being used for an approved school activity or a Southern Teton Area Rapid Transit bus.

(Ord. § _____)

10.04.205 Designated on-street bicycle lanes and pathways.

- A. It shall be lawful to ride, operate, or use Electric Bicycles, as that term is defined in Section 10.13.010 of this Code, in the on-street bike lanes and pathways within the Town, as such are designated by appropriate signage, pavement markings, or curb markings.
- B. Except for the purpose of crossing to gain immediate access to an adjacent property, in the case of an emergency, or when directed to do so by a law enforcement officer, it is unlawful to stop, stand, park, or operate a motor vehicle, motorcycle, or other motorized vehicle in any designated on-street bicycle lane or pathway, as, such is designated by appropriate signage, pavement markings, or curb markings. These provisions shall not apply to governmental agencies, utility providers or other duly authorized persons engaged in maintenance of said bicycle lanes, pathways, and adjacent utilities, nor in cases of unavoidable necessity.

(Ord. § _____; Ord. 1194 § 1, 2018; Ord. 661 § 1, 2000.)

10.04.215 Interference with parking enforcement.

- A. No person shall interfere with officials, who in the performance of their duties, enforce parking regulations set forth in this Code nor interfere with official marks, video, digital imaging, or other tools or methods used in parking enforcement.

- B. "Interference" is defined as removing or attempting to conceal or defeat marks, video, digital imaging or other forms of time, place, and movement recording, or measurement placed for parking enforcement purposes.

(Ord. § _____)

10.04.220 No overnight parking zones.

- A. Except for the public parking structure located at the corner of West Simpson Avenue and South Milward Street, no person shall park a vehicle between the hours of 2 a.m. and 7 a.m. on any parking lot owned, operated, leased, or maintained by the Town, nor on the Teton County Library, and Jackson/Teton County Recreation Center parking lots, nor upon any street or alley designated as no overnight parking by appropriate signage, pavement markings, or curb markings.

(Ord. § _____; Ord. 1080 § 1, 2015; Ord. 897 § 1, 2008; Ord. 681 § 1, 2001; Ord. 641 § 1, 1999; Ord. 610 § 1, 1998; Ord. 214 § 2, 1977.)

10.04.225 Public Parking Structure at West Simpson Avenue and South Milward Street.

- A. No person shall park a vehicle in the public parking structure located at the corner of West Simpson Avenue and South Milward Street for longer than forty-eight consecutive hours, unless parked in spaces designated otherwise by appropriate signage, permits, pavement markings, or curb markings erected or placed by the Town. Upon having parked up to forty-eight consecutive hours, a vehicle must be vacated from the parking garage for a period of no less than three hours before the vehicle may be permitted to park within the parking garage again. (Ord. 1114 § 1, 2016; Ord. 1079 § 1, 2015; Ord. 1052 § 1, 2014.)
- B. No person shall park on or outside the marked lines of a designated parking space so as to obstruct the ability of another vehicle to park in the adjacent parking space.
- C. No commercial vehicle, freight carrying vehicle, or trailer shall be parked in the public parking structure. For the purposes of this chapter, a "commercial vehicle" means any self-propelled or towed vehicle capable of carrying 10 or more persons exclusive of the driver, whether a van, truck, bus, or otherwise; or any self-propelled or towed vehicle used to transport persons and property in the furtherance of any commercial or business purposes; or any self-propelled or towed vehicle used in commerce to transport passengers or cargo.

(Ord. § _____; Ord. 1114 § 1, 2016.)

10.04.230 Driver's license. (Repealed)

(Ord. § _____; Ord. 880 § 7, 2008; Ord. 651 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 23, 1970.)

10.04.240 Registration of vehicles. (Repealed)

(Ord. § _____; Ord. 880 § 8, 2008; Ord. 610 § 1, 1998; Ord. 131 § 24, 1970.)

10.04.245 Failure to maintain liability coverage. (Repealed)

(Ord. § _____; Ord. 880 § 9, 2008; Ord. 683 § 1, 1999.)

10.04.250 Limitations on turning around. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 176 (part), 1975; Ord. 131 § 25, 1970.)

10.04.260 Right turns on red light. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 26, 1970.)

10.04.285 Vehicle Immobilization

- A. Definition. For the purposes of this chapter, the word "immobilize" or "immobilization" means and includes the use of any device which may be attached or affixed to a vehicle and when so attached or affixed shall render the vehicle immovable.
- B. Boot list. As frequently as practicable, the Town Manager, or their designee, shall prepare and update the "Boot List," consisting of vehicles that have three or more parking tickets for which the registered owner failed to timely pay the fine due, appear in court on the date assigned pursuant to a parking citation, or a combination of the two.
1. Notice that a vehicle is subject to immobilization shall be served by the Town Manager, or their designee, by mail to the registered owner.
 2. A vehicle on the Boot List and whose registered owner has been so notified by the Town Manager, or their designee, pursuant to section B.1 above, is subject to immobilization by the Town Manager, or their designee, while that vehicle is located upon any public property.
 3. A person immobilizing the vehicle shall attach to the vehicle, at the time of immobilization, a notice advising the owner that:
 - i. The vehicle has been immobilized by the Town for three or more parking tickets for which the registered owner failed to pay the fines due, appear in court on the date assigned pursuant to a parking citation(s), or a combination of the two.
 - ii. Release from immobilization may be obtained by the issuance of a failure to appear citation to the person in control of the vehicle at the time of immobilization for all outstanding parking violations.
 - iii. Unless such failure to appear is issued within three business days of the immobilization, including the day the vehicle was immobilized, the vehicle may be impounded.
 - iv. It is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached, unless authorized by the Town Manager, or their designee.
 4. The Town Manager, or their designee, shall remove a vehicle from the Boot List and authorize its release from immobilization within twenty-four hours of the issuance of the failure to appear citation.
 5. If a vehicle immobilized pursuant to this section is not released within three business days of the immobilization, including the day the vehicle was immobilized, the Town Manager, or their designee, may require the vehicle to be removed or cause it to be removed and towed in accordance with the towing and impoundment provisions of this Code.
- C. Boot fee. See JMC § 1.18.080, Administrative fees assessed in municipal court; Court costs assessed in municipal court.
- D. Authorized. When the Town Manager, or their designee, finds a vehicle parked in violation of the provisions of this Code, they may immobilize the vehicle or cause the same to be done if that vehicle appears on the Boot List.
- E. Alternate procedure. The provisions of this section are declared to provide an alternative manner for the enforcement of the provisions of this Code pertaining to parking violations and shall not preclude impoundment of the vehicle parked as otherwise authorized pursuant to this Code or any other method of enforcing the parking ordinances.
- F. Tampering with immobilization device. It is unlawful to tamper with, damage, corrupt, or impair an immobilization device placed on a vehicle.

(Ord. _____ § ____)

A. Vehicles within the Town may be towed by the Town, the county, or by a contractor or agent of the Town, for any one or more of the following reasons:

1. The vehicle was found parked in any unauthorized place or in violation of this title or any other Town ordinance;
2. The vehicle was immobilized pursuant to Section 10.04.285 and has not been released within three business days;
3. The vehicle was in an accident, whether with another vehicle, a pedestrian, wildlife, or otherwise;
4. The vehicle is a hazardous vehicle;
5. The vehicle is a derelict motor vehicle;
6. The vehicle is obstructing snow removal operations or causing an obstruction in a snow emergency;
7. The vehicle is obstructing street cleaning operations;
8. The vehicle is obstructing tree cutting operations;
9. The vehicle is obstructing street or sewer maintenance operations;
10. The vehicle is not operable due to the arrest of the owner or operator;
11. The vehicle is lost or reported stolen;
12. The vehicle is a nonmotorized obstruction vehicle (defined as a vehicle without motive power in operation designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle);
13. The vehicle is on private property and is parked without consent of the property owner, proprietor, or agent of the property owner; provided: i) that signs posted on the property give notice that parking is prohibited, and ii) that the person requesting the tow signs a statement that they are the owner, proprietor, or agent of the property owner and that they have authority to request the towing of the vehicle;
14. The vehicle is obstructing access to a fire hydrant.

B. The owner of the vehicle shall pay all reasonable charges of towing and storage incurred, in addition to any penalties imposed for violation of this code or any other Town ordinance.

C. When authorized by this code, members of the police department may remove a vehicle from a street, alley, or highway to a public or private garage or lot or other place of safety, or to a garage or lot designated by, contracted with, or maintained by the Town.

D. Whenever an officer removes a vehicle from a street, alley, or highway as authorized in this section and the officer knows or is able to ascertain from the vehicle registration records the name and address of the owner, the officer shall immediately give, or cause to be given, notice to the owner the fact of removal, the reasons therefore, and the place to where the vehicle has been removed.

E. Whenever an officer removes a vehicle from a street, alley, or highway under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner, and in the event the vehicle is not returned to the owner within a period of three days, then the officer shall immediately send or cause to be sent a written report of the removal by mail to the state department whose duty it is to register motor vehicles. The officer will file a copy of the notice with the proprietor of any garage or lot in which the vehicle may be stored. Notice shall include a complete description of the vehicle, the date, time and place from which removed, reasons for removal, and the name of the garage or place where the vehicle is stored.

10.04.295 Abandoned Vehicles.

Except as otherwise specifically provided in this section, whenever an officer has reasonable grounds to believe that a vehicle has been abandoned, they may remove the vehicle, or cause it to be removed, at the expense of the owner to a place of impoundment designated by the county pursuant to and consistent with state statute.(Ord. _§_____; Ord. 1052 § 2, 2014; Ord. 880 § 10, 2008).

10.04.300 Parking During Winter Maintenance

- A. No person shall park a vehicle on any street within the Town during the hours of 3 a.m. and 7 a.m. between November 1st and April 15th.
(Ord. _____ § ____, 2021; Ord. 1045 § 1, 2013; Ord. 880 § 11, 2008; Ord. 610 § 1, 1998; Ord. 251 § 1, 1978; Ord. 131 § 30, 1970.)

10.04.310 Restricted vehicles--Truck route.

- A. All vehicles, combination of vehicles, or combinations of vehicle and load having a length of more than forty-five feet, or a width of more than eight and one-half feet with load, or height of more than fourteen feet with or without load, are restricted vehicles.
- B. All restricted vehicles and all trucks or similar vehicles of 24,000 pounds gross weight or more shall be driven only upon the following streets or parts of streets:
1. NORTH BOUND TRAFFIC: Broadway Avenue east to Milward Street, thence north along Milward Street to Mercill Avenue, thence east along Mercill Avenue to Cache Street, and thence north along Cache Street to the Town limits. (Ord. 1046 § 1, 2013.)
 2. SOUTH BOUND TRAFFIC. Cache Street south to Mercill Avenue, thence west along Mercill Avenue to Milward Street, thence south along Milward Street to Broadway Avenue, and thence west along Broadway Avenue to the Town limits. (Ord. 1046 § 1, 2013.)

Such vehicles shall deviate only when necessary to traverse another street or streets for the purpose of loading, unloading, or servicing and then only by such deviation from the nearest truck route as is reasonable and practical; provided, that no such vehicle shall be loaded, unloaded, or serviced upon any street or part of a street if there is usable off-street loading, unloading, or servicing space available.

- C. Vehicles carrying explosives, corrosive, or flammable substances in excess of five gallons (other than fuels carried in permanently attached tanks and used exclusively for propulsion of the vehicle to which attached) shall be driven upon those streets or parts of streets described above, and none other, unless so authorized by the Town Manager, or their designee, or unless such vehicle is owned and operated by a person, firm, or corporation having a currently valid business license issued by the Town of Jackson.

- D. The provisions of this section shall not apply to passenger buses operating under the authority of the Public Service Commission of this state nor to authorized emergency vehicles.
(Ord. § _____; Ord. 880 § 12, 2008; Ord. 610 § 1, 1998; Ord. 444 § 2, 1992; Ord. 131 § 31, 1970.)

10.04.340 Careless Driving. (Repealed)

(Ord. § _____; Ord. 1048 § 1, 2013, Ord. 610 § 1, 1998; Ord. 161 § 6, 1973; Ord. 131 § 34, 1970).

10.04.345 Child safety restraint system required. (Repealed)

(Ord. § _____; Ord. 880 § 14, 2008; Ord. 637 § 1, 1999.)

10.04.355 Use of cellphone or wireless communication device while operating a vehicle prohibited; Affirmative defenses.

- A. The following definitions shall apply to this section:
1. 'Cellphone' is defined as a mobile communication device that uses wireless short wave, analog or digital radio transmissions between the device and the transmitter to permit wireless communications to and from the user of the device.
 2. Cellphone includes a hand phone, cellular telephone, wireless phone, mobile phone, and satellite telephone.
 3. Telephone is synonymous with phone.

4. "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An electronic message includes, but is not limited to, a text-based communication, a command or request to access an internet site, or other data that uses a commonly recognized electronic communications protocol.

5. "Wireless communication device" means a cellular, analog, wireless or digital device, computer or telephone, capable of accessing, sending or receiving wireless electronic messages, conversation or other interchange of information, including, but not limited to, a wireless telephone service, a wireless internet service or a wireless text messaging service, but does not include voice radios, mobile radios, land mobile radios, commercial mobile radios or two-way radios with the capability to transmit and receive voice transmissions utilizing a "push to talk" or "press to transmit" function, or other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, school bus operators, taxi cab drivers or mobile commercial enterprises.

B. No person shall operate a motor vehicle while using a cellphone or using a wireless communication device to view, send, or compose an electronic message while operating a motor vehicle. This prohibition of use includes, but is not limited to: talking, text messaging, taking photographs, or any other use which causes a driver's attention to be diverted.

C. It shall be an affirmative defense to prosecution of an offense under this section for:

1. Persons using a cellphone or wireless communication device designed for "hands free" operation, and the device is actually being used in a manner that allows the driver to talk into and listen to the telephone or wireless communication device without the use of hands, including a global positioning or navigation system that is affixed to the vehicle; or

2. Persons using a cellphone or wireless communication device in an emergency situation to call 911 or other similar emergency telephone number; or

3. Persons using a telephone or wireless communication device while maintaining their motor vehicle in a stationary, parked position, off the traveled roadway, and not in gear. This does not include periods during which a motor vehicle is stopped at an intersection or other location as the result of traffic or the placement of a traffic control device on a public street or highway; or

4. An operator of an authorized emergency vehicle using a cellphone wireless communication device while acting in an official capacity.

(Ord. § _____; Ord. 1055 § 1, 2014; Ord. 1047 § 1, 2013)

10.04.370 Regulations for traffic signals. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 37, 1970.)

10.04.375 Traffic-calming zones. (Repealed)

(Ord. § _____; Ord 663 § 1, 2000.)

10.04.380 Schedules--Amendment.

All schedules referred to in this chapter shall be enacted by resolution and are a part of this chapter that may be amended from time to time by the Town Council. Any amendments made by resolution of the Town Council shall become a part of this chapter as fully as though written herein.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 38, 1970.)

10.04.390 Schedules--Designated. Repealed.

(Ord. § _____; Ord. 1081 § 1, 2015; Res. 14-18, 2014; Ord. 1046 § 1, 2013; Ord. 610 § 1, 1998; Res. 11-03, 2011; Revised Res 10-20, 2010; Revised Res. 09-23, 2009; Revised Res. 09-19, 2009; Revised Res. 08-01, 2008;

10.04.392 Signage and Curb Markings.

- A. The Town Manager, or their designee, at the direction of the Town Council, may place signs, pavement markings, and curb markings to indicate stopping, standing, and/or parking regulations as deemed appropriate, including but not limited to::

1. The curb markings shall have the following meanings:

i. Red shall mean no stopping, standing, or parking at any time, except as follows:

- a. A bus may stop and park no longer than necessary to load or unload passengers, but in no event to exceed 10 minutes, when red curbs are signed as a "BUS ZONE."
- b. An approved horse-drawn sleigh, carriage or stagecoach may stop and park to load or unload passengers in areas where curbs are signed as a "CARRIAGE STOP" or "STAGECOACH STOP."
- c. Volunteer firemen may stop and park a vehicle displaying a fireman plate when responding to a fire call or in the performance of other official duties when the curb is signed as a "FIRE LANE."

ii. Yellow means no stopping, standing, or parking at any time except as follows:

- a. For the purpose of loading or unloading of passengers or materials, provided that the loading or unloading of passengers or materials shall not exceed five minutes and only in those areas where a yellow curb is signed to designate a "LOADING ZONE."
- b. For not longer than fifteen minutes when the curb is signed to designate a "FIFTEEN MINUTE ZONE."
- c. For not longer than thirty minutes when the curb is signed to designate a "THIRTY MINUTE ZONE."

iii. Blue means no stopping, standing, or parking at any time, except for vehicles which display appropriate state-issued markings, decals, or plates identifying the vehicle as one for persons with disabilities.

- B. Signs, pavement markings, and curb markings shall be placed, erected, and maintained by authorized Town personnel only.

(Ord. § _____; Ord. 1046 § 1, 2013; Revised Res. 08-16, 2008.)

10.04.400 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 161 § 7(part), 1973; Ord. 131 § 42, 1970.)

10.04.450 Driving or having control of vehicle while under the influence of intoxicating liquor or controlled substances; penalties. (Repealed)

(Ord. § _____; Ord. 1033 § 1, 2013)

SECTION II.

Section 2 of the Town of Jackson Ordinance No. 881; Sections 5 and 16 of the Town of Jackson Ordinance No. 110; and Sections 10.08.050, 10.08.090, and 10.08.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.08.050 Registration required. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 5, 1968.)

10.08.090 Operation with unsafe or illegal equipment prohibited.

- A. It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved, on any roadway any snowmobile or over-snow vehicle or combination of vehicles which is in such unsafe condition so as to endanger any persons or property, or which does not contain those parts or is not at all times equipped with such equipment in proper condition and adjustment as required by this chapter or which is equipped in any manner in violation hereof.

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 9, 1968.)

10.08.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 16, 1968.)

SECTION III.

Section 2 of the Town of Jackson Ordinance No. 896; Sections 4 and 16 of the Town of Jackson Ordinance No. 92; Section 15 of the Town of Jackson Ordinance No. 289; and Sections 10.12.040, 10.12.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.12.040 Lamps and reflectors. Repealed

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 92 § 4, 1965.)

10.12.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 289 § 15, 1982; Ord. 92 § 16, 1965.)

SECTION IV.

Section 1 of the Town of Jackson Ordinance No. 1193; and Sections 10.13.010, 10.13.020, 10.13.030, 10.13.040, 10.13.130, and 10.13.150 of the Town of Jackson Municipal Code are hereby amended and

reenacted to read as follows:

10.13.010 Definitions.

For the purposes of this Chapter, the following definitions apply:

- A. "Electric bicycle" means a bicycle or tricycle equipped with fully operable pedals and an electric motor of less than 750 watts.
- B. "Class 1 electric bicycle" or "Low Speed Pedal Assisted Electric Bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour.
- C. "Class 2 electric bicycle" or "Low Speed Throttle Assisted Electric Bicycle" means a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour.
- D. "Class 3 electric bicycle" or "speed pedal assisted electric bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.
- E. "Electric vehicle" means any two or more wheeled device with electric power that does not meet one of the definitions above and is not a pedestrian vehicle as defined in Wyo. Stat. Ann. § 31-5-101,.
- F. "Child" - means an individual under the age of sixteen years.
- G. "Adult" means an individual who is sixteen years or more.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.020 Classes of Electric Bicycles Permitted and Prohibited; Where Permitted and Prohibited.

- A. Class 1 electric bicycles, class 2 electric bicycles, and class 3 electric bicycles are permitted on Town of Jackson public streets, bike lanes, pathways, and alleys.
- B. All electric vehicles are prohibited on all Town of Jackson pathways, bike lanes, skateparks, or other bicycle facilities including natural surface trails. Emergency response vehicles, maintenance vehicles, motor-assisted devices, as that term is defined in chapter 10.14, and pedestrian vehicles used by persons with a physical disability, as that term is defined in Wyo. Stat. Ann. § 31-5-101, are exempt from this prohibition.
- C. The use of electric bicycles outside Town of Jackson city limits is regulated separately by the federal government, Wyoming Department of Transportation, and the Teton County Board of County Commissioners, and this ordinance has no applicability to roads and pathways under those respective jurisdictions.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.030 Laws Applicable; Prohibited Acts.

- A. All electric bicycles operated within the Town of Jackson shall comply with the manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission (16 C.F.R. part 1512).
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state applicable to drivers of motor-driven cycles, as set forth in Wyo. Stat. Ann. §§ 31-5-101 through 31-5-707, and all provisions of the ordinances of the Town.
- C. The parent of any child, the guardian of any ward, or a person assuming responsibility for a child or ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.040 Inspection and Permit Required.

- A. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must present every electric bicycle within thirty days of purchase, whether purchased new or used, at the Jackson Police Department for:

1. Inspection: All electric bicycles shall be presented to an authorized inspection agent within the Town with a completed notarized attestation of the owner, made under oath, stating the classification, top assisted speed, that the speedometer functions, and motor wattage of the electric bicycle.
2. Permitting: All electric bicycles must get a permit permanently affixed by the Jackson Police Department stating the classification number, top assisted speed, and motor wattage of the electric bicycle.
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must carry a document showing the purchase date until the electric bicycle is permitted in accordance with provision A of this subsection.
- C. Every electric bicycle must have a valid permit affixed to it in a conspicuous location within thirty days of purchase, whether used or new.

(Ord. _____ § _____; Ord 1193, § 1, 2018)

10.13.130 Equipment

- A. Every electric bicycle must be equipped with a functioning speedometer at all times it is operated within the Town of Jackson.
- B. No person shall ride or operate an electric bicycle upon any street, alley, or public place within the corporate limits of the Town during the period from a half hour after sunset to one-half hour before sunrise or at any other time when there is not sufficient light to clearly discern any person on the streets a distance of 200 feet ahead, without having a lamp affixed to the front of the electric bicycle which shall emit a white light visible under normal atmospheric conditions from a distance of at least 300 feet to the front of the electric bicycle, and with a red reflector on the rear which shall be visible under like conditions from a distance of at least 300 feet to the rear of the electric bicycle. A lamp emitting a red light visible from a distance of 300 feet to the rear may be used in lieu of the red reflector.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.150 Penalty (Repealed)

(Ord. § _____; Ord 1193, § 1, 2018)

SECTION V.

Section 1 (part) of the Town of Jackson Ordinance Nos. 377, 882 and 859; and Sections 10.14.010 through 10.14.080 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.14.010 Definitions.

- A. "Scooter" or "skateboard" is defined as any object consisting of a relatively flat platform constructed of any material which is attached to one or more wheels on the underside and designed to be used or operated by standing, sitting, or kneeling on the platform and allowing or causing the platform to be propelled by the use of hands, feet, or gravity, but shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.
- B. Motor-Assisted Devices.
 1. A self-propelled device with:
 - (i) one or more wheels in contact with the ground;
 - (ii) a braking system capable of stopping the unit under typical operating conditions;
 - (iii) an electric motor not exceeding 750 watts or other motor providing equivalent power;
 - (iv) either handlebars and a deck design for a person to stand while operating the device, or handlebars and a seat designed for a person to sit, straddle, or stand while operating the device, or a deck design for a person while operating the device;

(v) a maximum speed of twenty miles per hour.

2. Motor Assisted Device shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.020 Operation prohibited in certain zoning districts. (Repealed)

(Ord._§_____; Ord. 859, 2008, Ord. 377 § 1 (part), 1988.)

10.14.030 Clinging to vehicles prohibited.

No person, while riding or operating a scooter, skateboard, or motor-assisted device within the corporate limits of the Town, shall hold onto any moving vehicle for the purpose of utilizing such moving vehicle for the propulsion of the scooter or skateboard, or motor-assisted device.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.040 Riding on sidewalks.

A. A person shall not ride a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk in the area bounded on the south by the south boundary of Pearl Street, on the east by the east boundary of Willow Street, on the north by the north boundary of Gill Street, and on the west by the west boundary of Millward Street, in the Town, except on designated Shared Use Pathways or if being used for delivery purposes.

B. In all other areas, a person propelling a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

C. Persons on a scooter, skateboard, or motor-assisted device using sidewalks shall slow to a pedestrian rate of speed when utilizing pedestrian crosswalks, unless the crosswalk is part of a Shared Use Pathway.

(Ord._§_____; Ord. 882 § 1, 2008; Ord. 377 § 1 (part), 1988.)

10.14.050 Riding two abreast.

Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall keep the scooter, skateboard, or motor-assisted device on the extreme right of the traffic lane and it shall be unlawful for two or more operators to operate their scooter, skateboard, or motor-assisted device except in single file.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.060 Laws applicable.

Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state and ordinances of the Town applicable to the drivers of motor vehicles, except the provisions thereof which by their very nature can have no application.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.070 Parking.

No operator of a scooter, skateboard, or motor-assisted device shall leave their scooter, skateboard, or motor-assisted device in such a manner that shall hinder or impede pedestrians or vehicular traffic upon the sidewalks or paths, or upon the streets or alleys of the Town, or shall fail to take proper care to see that their scooter, skateboard, or motor-assisted device is so placed to avoid annoyance and danger of accident during their absence therefrom.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.080 Penalty for violation. (Repealed)

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

SECTION VI.

Section 1 (part) of the Town of Jackson Ordinance Nos. 429 and 883; and Sections 10.16.010 and 10.16.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.16.010 Definitions.

"Roller skate" or "roller blade" is defined as footwear or an object to be attached to footwear which has a relatively flat platform constructed of any material which is attached to wheels on the underside and designed to be used or operated by placing them on the feet as a means of locomotion, but shall not include scooters, skateboards, motor-assisted devices, bicycles, electric bicycles, or any motorized vehicle.

(Ord._§_____; Ord. 429 § 1 (part), 1991.)

10.16.030 Penalty for violation. (Repealed).

(Ord._§_____; Ord. 883 § 1, 2008; Ord. 429 § 1 (part), 1991.)

SECTION VII.

Section 1 of the Town of Jackson Ordinance No. 696; and Sections 10.17.010, 10.17.020 and 10.17.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.17.010 Regulations

It shall be unlawful for any person within the Teton County Parks and Recreation Skateboard Park to:

- A. Ride, operate, or use any device other than a skateboard, in-line skate, roller blade, or such other device as may be approved by the Jackson/Teton County Parks and Recreation Department for use therein;
- B. Ride, operate, or use such a device unless that person is wearing safety equipment including knee pads, elbow pads, and a helmet designed for use with skateboards, in-line skates, or roller blades, and the safety equipment is in good repair at all times during use;
- C. Place or utilize additional obstacles or other material (including but not limited to ramps or jumps) that are not specifically authorized by the Jackson/Teton County Parks and Recreation Director, or their designee;
- D. Use the Teton County Parks and Recreation Skateboard Park before or after the posted hours of operation;
- E. Use or consume alcohol or illegal substances, including tobacco products which are illegal for the user to possess or consume;
- F. Place stickers, graffiti, or engage in "tagging" at any location within the Teton County Parks and Recreation Skateboard Park;
- G. Use or possess glass containers, bottles, or other breakable glass products; and/or
- H. Fail to obey any other rule or regulation posted on or near the facility by order of the Director of the Jackson/Teton County Parks and Recreation Department, or their designee.

10.17.020 Ejectment.

- A. The privilege of any person to use the Town of Jackson Skateboard Park is expressly conditioned upon compliance by that person with the provisions of this chapter.
- B. Any person found to be in violation of this chapter shall be subject to ejectment from the Teton County Parks and Recreation Skateboard Park for a period up to, but not exceeding, one year.

10.17.030 Penalty.

. In addition to violator being subject to the general penalty provision of this Code, the person shall, whether in lieu of or in addition to, be subject to ejectment from the facility.

(Ord. § _____; Ord. 696 § 1, 2001)

SECTION VIII.

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

SECTION IX.

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 X.

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 _____, 2022.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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 _____, 2022.

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

_____, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: December 6, 2021

RE: Town Manager's Report

Request for Proposals for Sale and Removal of Historic Cabins at Karns Meadow

Recently, the Town has received several inquiries from community members interested in obtaining one or more of the historic cabins currently stored on Town property at Karns Meadow. Staff conducted research into an appropriate process for proceeding with selling these cabins.

Luckily, Teton County recently went through a similar process that the Town can adapt. The County disposed of property by issuing a Request for Proposals (RFP) for the removal on the Public Purchase website. Interested parties could submit both positive bids where they paid for the property and negative bids where the County paid them to remove the property. The RFP had to outline liability insurance, site safety, and site cleanup. The County ended up accepting one positive and one negative bid, and both worked with Shacks on Racks and Woolstenhulm Building Movers for the actual moves.

After learning of this option that recently worked in our area, Town Attorney Lea Colasuonno recommends that the Town open a Request for Proposal (RFP) process and encourages the Town to only consider bids that include payment to the Town for the cabin or cabins. Town Council will need to approve any sale that is a result of a successful RFP process. So, this is initial notice to Council that staff will create and execute an RFP, and when a bidder is identified, Council will have the opportunity to review the sale.