

Jackson Town Council Regular Meeting

June 6, 2022

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/88000482172?pwd=WWlqaUI3NGFGVGhKMEVETERGNG4zQT09>

If the link does not work, join at zoom.com with Webinar ID **880 0048 2172** Password: **83001**

or join by phone **+1 669 900 9128** with Webinar ID **880 0048 2172** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Gun Violence Awareness Day
 - 2. Pride Month
 - 3. Introduce Emy Farrow-German and Laura Perez

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. May 16, 2022 Workshop Minutes
 - 2. May 16, 2022 Meeting Minutes
 - 3. May 23, 2022 Special Meeting Minutes
 - 4. May 24, 2022 Special Workshop Minutes
- B. Disbursements
- C. Special Event: Old Bill's Fun Run (Carl Pelletier)
- D. Special Event: Teton County Fair (Carl Pelletier)
- E. Crane Encroachment Agreement - 175 Center (Lea Colasuonno)
- F. Airport Board Budget (Riley Taylor)

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.

- G. Special Restrictions for Workforce Ownership Housing in The Glenwood Condos at 185 N. Glenwood (April Norton)

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

A. Administration

1. Liquor License Transfer Application HOB Pink Garter Inc. (Lynsey Lenamond) *This item is being withdrawn.*
2. Classification and Compensation Study (Roxanne Robinson)
3. Consideration of WAM Resolutions (Larry Pardee)
4. Pari-Mutuel Wagering Impacts (Roxanne Robinson)

B. Planning

1. P22-053 Zoning Map Amendment for 460 E. Broadway Hitching Post (Paul Anthony)
2. P22-015 LDR Amendment for Lighting (Tyler Valentine)

VI. ORDINANCES

- A. Ordinance J: Title 9 - Public Peace, Morals, and Welfare (third reading, to be designated 1317)
- B. Ordinance I: Sewer and Water Rate Amendment (second reading)
- C. Ordinance L: Location of Alcohol Service (second reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. 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.

NATIONAL GUN VIOLENCE AWARENESS DAY

Recognizing June 3, 2022, as National Gun Violence Awareness Day

WHEREAS, National Gun Violence Awareness Day, also known as Wear Orange Day, is observed nationally on the first Friday in June and the following weekend each year; and

WHEREAS, the Wear Orange campaign began on June 2, 2015, in commemoration of the life of Hadiya Pendleton who was shot and killed on a playground in Chicago, and in the years since participation has increased tenfold; and

WHEREAS, more than 110 Americans are killed by gun violence every day and the gun homicide rate is 25 times higher in the U.S. than in other developed countries; and

WHEREAS, in 2020, Wyoming had a firearm injury death rate of 25.9 per 100,000 residents, and that same year 154 people were killed by firearms in our state; and

WHEREAS, guns became the leading cause of death for American children and teens in 2020, reflecting a 30% increase from 2019; and

WHEREAS, on May 24, 2022, 19 students and two teachers were fatally shot while attending and working at Robb Elementary School in Uvalde, Texas, and another 17 were wounded in this shooting; and

WHEREAS, ten days before that on May 14, 2022, 10 people were fatally shot while shopping for groceries at their neighborhood supermarket in Buffalo, New York; and

WHEREAS, on June 1, 2022, 4 people were fatally shot at a hospital in Tulsa, Oklahoma.

THEREFORE, we renew our commitment to take the first steps to reduce gun violence and utilize ways that other countries have successfully met this challenge; and

NOW, FURTHER, BE IT RESOLVED, that I, Hailey Morton Levinson, Mayor of the Town of Jackson, declare June 3, 2022, National Gun Violence Awareness Day and encourage all citizens to support efforts to prevent the tragic effects of gun violence.

DATED THIS 6th DAY of JUNE 2022.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

PRIDE MONTH PROCLAMATION

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans.

WHEREAS, Some of the most inspiring moments in our country's history are the result of various civil rights movements; and

WHEREAS, in the movement toward equal rights for lesbian, gay, bisexual and transgender (LGBT) people, an historic turning point occurred on June 28, 1969, in New York City, during the Stonewall Riots. During these riots and the movement for LGBT liberation that occurred across the country people, often led by transgender women of color, rose up and fought against discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the Town of Jackson honors the history of the LGBT liberation movement, now the LGBTQIA movement, which has added queer, questioning, intersex and asexual people under its umbrella, and supports the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, LGBTQIA pride celebrations take place around the country in June to commemorate the Stonewall Riots; and

WHEREAS, the Town of Jackson's LGBTQIA community members are vital to all sectors, fields, and professions and contribute to a stronger community overall; and

WHEREAS, Jackson is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our Town; and

WHEREAS, the Town of Jackson is dedicated to fostering acceptance and belonging for all its residents and preventing discrimination and bullying based on sexual orientation and gender identity; and

WHEREAS, LGBTQIA teens have increased rates of suicide; and the recent Teton County Behavioral Health Assessment shows that the LGBTQIA segment of our community experiences increased social isolation; and

WHEREAS, the Town of Jackson is committed to supporting visibility, dignity, and equality for LGBTQIA people in our community and the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, celebrating Pride Month builds awareness and provides support for the queer segment of our community, and is an opportunity to raise visibility, engage in dialogue, strengthen alliances, build acceptance, and advance equity for all.

NOW, THEREFORE BE IT RESOLVED that Jackson's Town Council, on behalf of all Jackson residents, hereby proclaims the month of June 2022 Pride Month and urges all residents to recognize

the contributions made by LGBTQIA members of our community, to respect and honor our diverse community, and promote the principles of liberty, equality, and freedom for all.

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MAY 16, 2022

JACKSON, WYOMING

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

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

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Kelly Thompson, Floren Poliseo, Johnny Ziem, Tyler Sinclair, Paul Anthony, Michelle Weber, Brady Hansen, Carl Pelletier, Susan Scarlata, and Riley Taylor.

Director Updates. Paul Anthony and Chief Brady Hansen gave updates for the Planning and Fire/EMS Departments, respectively.

Town Council Work Plan. Larry Pardee and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Utility Rate Increases. Johnny Ziem made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve a commencement date for the Town of Jackson new rate structure beginning July 1, 2022, and direct staff to bring the draft ordinance back for first reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers after and the motion carried.

Adjourn. A motion was made by Jim Rooks and seconded by Jonathan Schechter to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 2:55 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 25, 2022

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MAY 16, 2022

JACKSON, WYOMING

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

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

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Michael Palazzolo, Carl Pelletier, Floren Poliseo, Susan Scarlata, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and introduced Tanya Anderson, the new Ecosystem Stewardship Administrator. The Mayor proclaimed May 15-23 National Public Works Week, May 11-17 National Police Week, and May 2-6 Teacher and Staff Appreciation Week.

Public Comment. Melissa Turley and Bruce Abel made public comment.

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

A. **Meeting Minutes.** To approve the meeting minutes as presented for the May 2, 2022 Town Council Meeting and May 9, 2022 Special Budget Workshop.

B. **Disbursements.** 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$499.64; ADVANCED PUMP & EQUIPMENT, INC \$14,231.52; AFLAC \$2,501.18; AGOPIAN ADVOCACY \$2,000.00; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$128,346.24; ALPHAGRAPHICS \$834.65; AMAZON \$30.84; APEX SAGE INC \$9,786.27; AT&T \$43.23; BLUE SPRUCE CLEANERS, INC \$189.36; BREAKFAST ROTARY OF JH \$175.00; CASELLE INC. \$1,812.00; CHAMBERS, JESSICA \$385.66; COMMUNITY ENTRY SERVICES \$15,375.00; CONTROL SYSTEM TECHNOLOGY, INC. \$900.00; CORE & MAIN LP \$39,806.20; DEAN'S PEST CONTROL LLC \$250.00; DELCON INC \$16,739.69; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$150.00; DYNAMIC CONTROLS, LLC \$9,959.00; E.R. OFFICE EXPRESS \$2,512.52; ENERGY LABORATORIES INC. \$758.00; ETNA TRADE PARK LLC \$3,230.00; EVIDENT \$630.68; EXPOSURE SIGNS INC \$920.00; FERGUSON ENTERPRISES, INC \$233.72; FIGJAM ENTERPRISES, LLC \$4,375.00; FREEDOM SERVICES \$589.50; G2 GLOVES \$1,485.00; GERTA LLC \$2,493.71; GREENWOOD MAPPING INC. \$1,334.00; H & R ENTERPRISES, LLC \$362.87; HANIYAH, NASYA \$1,500.00; HD FOWLER COMPANY \$1,344.21; HEINER, ROBERT \$100.00; HIGH COUNTRY LINEN \$502.86; HIRST APPLGATE, LLP \$5,532.30; IDAHO STATE TAX COMMISSION \$3,743.00; IVY OUTDOOR SERVICES LLC \$8,625.00; JACKSON ANIMAL HOSPITAL \$1,619.13; JACKSON HOLE NEWS & GUIDE \$3,979.94; JACKSON HOLE PUBLIC ART \$10,000.00; JACKSON LUMBER INC \$2,214.20; JACKSON PAINT AND GLASS, INC. \$381.30; JORGENSEN ASSOCIATES, PC \$10,092.50; LEE, NANCY \$18.01; LEONARD PETROLEUM EQUIPMENT \$3,780.00; LEPCO \$1,005.50; LONG BUILDING TECHNOLOGIES INC. \$125.00; LOWER VALLEY ENERGY INC \$40,444.56; MACY'S SERVICES \$210.00; MEYRING & ASSOCIATES, INC \$302.24; NELSON ENGINEERING \$3,777.00; ONE 22, INC. \$51,250.00; O'RYAN CLEANERS \$12.64; PACIFIC STEEL \$896.48; PERFORM PRINTING INC \$2,198.10; POST REGISTER \$675.24; PREMIER TRUCK- SALT LAKE CITY \$5,427.42; PROFORCE LAW ENFORCEMENT \$2,088.52; ROBINSON, ROXANNE DEVRIES \$63.49; SALT CITY SALES \$476.10; SCARLATA, SUSAN \$761.28; SCRIBNER, LEVI \$87.59; SENIOR CENTER OF JACKSON HOLE \$29,126.25; SILVERSTAR \$2,694.39; SNAKE RIVER MEP COMPLETE, INC \$749.78; SNAKE RIVER ROASTING \$188.00; SPECTRUM \$90.15; SPRING CREEK ANIMAL HOSPITAL \$576.80; SPSC POA - SOUTH PARK SERVICES CTR POA \$1,500.45; ST JOHN'S HOSPITAL \$520.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; TETON COUNTY CLERK \$166,735.41; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$24,727.92; TETON COUNTY SPECIAL FIRE FUND \$14,873.30; TETON COUNTY TREASURER \$101,477.49; TETON COUNTY-FUND 10 \$47,279.21; TETON COUNTY-FUND 13 \$154,836.68; TETON COUNTY-FUND 19 \$1,047.72; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$911.82; TMSC LLC \$7,053.00; TRIHYDRO CORPORATION \$18,532.25; VALLEY OFFICE SYSTEMS

\$671.41; VISA \$46,236.25; WARE, JOHN \$250.00; WATTS STEAM STORE ROCKY MT. INC \$781.98; WEST COAST CODE CONSULTANTS \$85.00; WEST FORK CONSTRUCTION \$9,490.00; WHITE GLOVE CLEANING, INC. \$3,611.49; WILSON, JOHN \$2,200.00; WOOD ENVIRONMENT & INFRASTRUCTURE \$2,592.50; WRENCH IT PLUMBING & HEATING INC \$130.00; WRIGHT, JASON \$589.19; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$11,871.56; WYOMING LAW ENFORCEMENT \$95.00; WYOMING PEACE OFFICERS ASSOCIATION \$360.00; WYOMING RETIREMENT SYSTEM \$126,102.51; XYLEM CCI \$857.60

- C. **April Municipal Court Report.** To accept the April Municipal Court Report into record.
- D. **P22-073 Tin Cup Challenge Temporary Sign.** To approve temporary banner application (P22-073) for the Tin Cup Challenge, including the three conditions of approval recommended by the Planning Director in this staff report dated May 16, 2022.
- E. **P22-074 Gem & Mineral Show Temporary Sign.** To approve temporary banner application (P22-074) for the Gem & Mineral Show, including the three conditions of approval recommended by the Planning Director in this staff report dated May 16, 2022.
- F. **P22-086 Teton Pow Wow Temporary Sign.** To approve temporary banner application (P22-086) Teton Pow Wow: Celebration of American Indian Culture, including the three conditions of approval recommended by the Planning Director in this staff report dated May 16, 2022.
- G. **P22-110 Prom Dress Rugby Temporary Sign.** To approve temporary banner application (P22-110) for the Jackson Hole Moose Rugby Club fund raiser, including the three conditions of approval recommended by the Planning Director in this staff report dated May 16, 2022.
- H. **Special Event: Grand Teton Music Festival.** To approve the special event application made by the Grand Teton Music Festival for the Grand Teton Music Festival concerts at the Center for the Arts Lawn, subject to the conditions and restrictions listed in the staff report.
- I. **Special Event: PAWS Pet Gala.** To approve the special event application made by PAWS of Jackson Hole for the Center for the PAWS Pet Gala on Friday, July 1, 2022 subject to the conditions and restrictions listed in the staff report.
- J. **Downtown Trash Contract Amendment.** To approve the First Amendment to the Downtown Trash Removal Services Agreement, which includes an amendment to the FY22 Budget in the amount of \$12,000 and authorize the Mayor to execute the necessary contract amendment Agreement.

There was no public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed all 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Rodeo Ground Lease Extension. Roxanne Robinson made public comment. Council held discussion with staff. Zach Ozeka, Blair Lawsen, and Marcus Olson made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve a 4-year lease extension with Teton County as presented subject to any minor corrections by staff and authorize the Mayor to execute the lease extension on behalf of the Town. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers and the motion carried.

Wilson Sewer District Additional Service Request – 4370 Nethercott. Brian Lenz made public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to 1) approve Wilson Sewer Districts request to expand their service area to provide sewer collection and treatment services for Nethercott Ventures, LLC at 4370 Nethercott Lane subject to the conditions of approval set forth in this staff report and 2) direct staff to draft a revised Sewer Service Connection and Use Agreement for Wilson Sewer District for Sewer Service and present the Agreement to Council for consideration at a future Council Meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers and the motion carried.

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

Ordinance J: An Ordinance Amending Title 9 of the Jackson Municipal Code

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 15, 89, 111, 115, 150, 162, 182 (PART), 294, 295, 590, 594, 610, 612, 635, 639, 725, 750, 797, 820, 822, 874 THROUGH 877, 950, 1014, 1064 THROUGH 1066, 1104 THROUGH 1106, 1177 AND 1200; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 111, 115, 150, 162, 335, 433, 878 AND 879; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 111, 115, 150, 162, AND 879; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 14, 111, 115, 150, AND 162; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 150 AND 162; SECTION 6 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 14, 150, AND 162; SECTION 8 OF TOWN OF JACKSON ORDINANCE NOS. 14 AND 162; SECTIONS 9 AND 10 OF TOWN OF JACKSON ORDINANCE NOS. 162 AND 289; SECTIONS 11 THROUGH 15, 18 THROUGH 20, 22, 24, AND 26 THROUGH 31 OF TOWN OF JACKSON ORDINANCE NO. 162; SECTIONS 13 AND 14 OF TOWN OF JACKSON ORDINANCE NO. 289; AND SECTIONS 9.04.010 THROUGH 9.68.040 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:

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

Ordinance I: An Ordinance Amending Sewer and Water Rates

ORDINANCE I AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1271, 1071, 1040, 1039, 1019, 1018, 1009, 1008, 1000, 999, 992, 991, 936, 935, 867, 866, 834, 833, 805, 804, 745, 743, 664, 588, 576, 551, 539, 476, 381, AND 370; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 677, 270, 259 (PART); 122, AND 97A; SECTION 6 OF TOWN OF JACKSON ORDINANCE NO. 558; SECTION 7 OF TOWN OF JACKSON ORDINANCE NO. 677; SECTION 30 OF TOWN OF JACKSON ORDINANCE NO 97; AND SECTIONS 13.04.050, 13.04.300, 13.08.013, AND 13.08.020 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER AND WASTEWATER RATES, FEES AND COSTS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded Jim Rooks to approve ordinance I on first reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Ordinance L: An Ordinance Regarding Alcohol and Malt Beverage in Parklets

ORDINANCE L AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 90A, 172, 227, 375, 516, 544, 577, 987, 1063, 1072, 1185, 1245, AND 1286; SECTION 2 OF ORDINANCE NO. 227; SECTION 3 OF ORDINANCE NO. 90A; SECTION 6 OF ORDINANCE NO. 853; SECTIONS 8, 9, AND 13 OF ORDINANCE NO. 90; AND CHAPTERS 6.40.040 AND 6.40.050 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE LOCATION OF ALCOHOL SERVICE AND CONSUMPTION 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:

Carl Pelletier made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded Jonathan Schechter to approve ordinance L on first reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Matters from Mayor and Council.

Public Art Task Force Reappointments. A motion was made by Jim Rooks and seconded by Jonathan Schechter to reappoint Katy Ann Fox, Morgan Jaouen, and Tammi Hanawalt to three-year terms on the Public Art Task Force expiring April 30, 2025. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

START Teton Village Night Service. Bruce Abel made staff comment. A motion was made by Arne Jorgensen and seconded by Jonatham Schechter to approve the START/TVA Teton Village late night service for the final portion of FY22. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Willow Street Safe Routes Project. Council held discussion. Rebecca Bextel made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks direct staff to work with Teton County to improve customer access to the County Administration building without significant layout changes to the Willow Street Safe Routes Project as approved. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Town Manager’s Report. Larry Pardee made staff comment. Council held discussion with staff. The report contained an update on local housing decisions, pari-mutuel wagering, and the East Pearl Sidewalk Project. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s report. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Pari-mutuel wagering. Council held discussion. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to ask staff to report to Council at the June 6 meeting on the legal, public safety, and other issues surrounding the 307 Horse Racing proposal for the space formerly occupied by Hole Bowl. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jessica Sell Chambers absent and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Jesscia Sell Chambers absent and the motion carried. The meeting adjourned at 7:23 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

MAY 23, 2022

JACKSON, WYOMING

The Jackson Town Council met in special workshop at 9:00 A.M. This meeting was held through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter. Jessica Sell Chambers joined at 9:09am.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, and Riley Taylor.

Executive Session. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to recess to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii) and to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii).

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:13 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: June 1, 2022

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

MAY 24, 2022

JACKSON, WYOMING

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

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

STAFF: Larry Pardee, Roxanne Robinson, Kelly Thompson, Bruce Abel, Floren Poliseo, Jonny Ziem, Tyler Sinclair, Steve Ashworth, Brady Hansen, Michelle Weber, Lynsey Lenamond, and Riley Taylor.

Budget Discussion. Larry Pardee and Kelly Thompson made staff comment. Council held discussion with staff.

Council recessed at 10:00 am and reconvened at 10:21 am.

Discussion continued. There was no public comment. No motion was made.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:20 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: June 1, 2022

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCPERS GROUP WYOMIN	842062022	PAYROLL DEDUCTIONS	05/05/2022	96.00	96.00	05/25/2022
Total 328:					96.00	96.00	
7021	Aamodt, Riley James	052522	Bail Refund Case 22-04-0265	05/25/2022	1,690.00	.00	
Total 7021:					1,690.00	.00	
425	ACE EQUIPMENT & SUPPLY	173723	GUTTER BROOM, ELGIN, FRT	05/11/2022	2,133.25	.00	
Total 425:					2,133.25	.00	
51	ACE HARDWARE	780513	DENATURED ALCOHOL QT, MA	05/04/2022	16.48	.00	
51	ACE HARDWARE	782995	CLAMP 11/16 TO 1-1/2" SS	05/23/2022	2.99	.00	
51	ACE HARDWARE	783141	VALVES	05/24/2022	54.97	.00	
51	ACE HARDWARE	783171	FLARE	05/24/2022	84.87	.00	
Total 51:					159.31	.00	
21	ADVANCED INDUSTRIAL SUPPL	5243357	TREX ICE TRACTION, FRT	04/28/2021	91.75	.00	
21	ADVANCED INDUSTRIAL SUPPL	5244526	GLOVE MECHANIX RED MEDIU	05/16/2022	555.86	.00	
21	ADVANCED INDUSTRIAL SUPPL	5244679	VEST TRAFFIC	05/18/2022	238.54	.00	
21	ADVANCED INDUSTRIAL SUPPL	5245363	TRAFFIC VEST	05/26/2022	109.33	.00	
Total 21:					995.48	.00	
4730	ADVANCED PUMP & EQUIPMEN	INVPWS263	TROUBLESHOOT MUFFIN MOS	04/27/2022	2,465.00	.00	
4730	ADVANCED PUMP & EQUIPMEN	INVPWS266	3 CREEK LIFT STATION MUFFIN	04/28/2022	5,124.44	.00	
Total 4730:					7,589.44	.00	
2269	AFLAC	536219	ACCOUNT #y9599	05/25/2022	2,501.18	2,501.18	05/25/2022
Total 2269:					2,501.18	2,501.18	
2729	ALLDATA	INVC01739653	ALL DATA PRO ONLINE DATA S	06/01/2022	1,500.00	.00	
Total 2729:					1,500.00	.00	
6686	Allegiance Benefit Plan Manage, I	051222	weekly claims	05/12/2022	25,084.82	25,084.82	05/27/2022
6686	Allegiance Benefit Plan Manage, I	051922	claims	05/19/2022	15,449.03	15,449.03	05/27/2022
6686	Allegiance Benefit Plan Manage, I	052622	claims	05/26/2022	16,927.79	16,927.79	05/27/2022
Total 6686:					57,461.64	57,461.64	
5726	AMAZON	1LH1-7MTK-D	BIC ATLANTIS RETRACTABLE B	05/12/2022	64.11	.00	
5726	AMAZON	1LTY-16DT-WL	EMSCO GRP 2186 NATURAL GR	05/16/2022	48.60	.00	
Total 5726:					112.71	.00	
383	ANTLER MOTEL, INC.	052622	WINTER HOUSING RENT 36I8Y	05/26/2022	560.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 383:					560.00	.00	
4389	APPLE INC	AH41182025	IPAD PRO	04/26/2022	4,076.00	.00	
Total 4389:					4,076.00	.00	
3487	ARCHITECTURAL BUILDING SU	71341480	SNOW KING HM DOORS, FRAM	05/24/2022	9,489.18	.00	
Total 3487:					9,489.18	.00	
7027	ARISTORENAS, MARIA	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7027:					450.00	.00	
5226	ARMSCOR CARTRIDGE INCOR	15152	AMMO	05/18/2022	1,305.00	.00	
Total 5226:					1,305.00	.00	
1783	AT&T	287259163099	charges for account 28725916309	05/08/2022	13.47	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	05/20/2022	86.46	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	04/11/2022	251.88	.00	
Total 1783:					351.81	.00	
7028	BADILLO, MARCELA	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7028:					450.00	.00	
6879	BAKER, DAVID	052622	TRAVEL EXPENSES	05/26/2022	416.97	.00	
Total 6879:					416.97	.00	
6681	BARLOW, LEE ANN	111521	return bond B20-0313 164 Delone	11/15/2021	2,750.00	2,750.00	05/13/2022
Total 6681:					2,750.00	2,750.00	
279	BEARING & INDUSTRIAL SALE	139798-1	BLISS CARGO, FRT	05/11/2022	130.13	.00	
Total 279:					130.13	.00	
7033	BERGMAN, PIERRE	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7033:					450.00	.00	
6583	BESTDRIVE IDAHO FALLS	29003060	315/80R22.5	05/11/2022	4,449.84	.00	
Total 6583:					4,449.84	.00	
4774	BIG R RANCH & HOME	1557834	3 SET JEANS	05/13/2022	119.97	.00	
Total 4774:					119.97	.00	
6620	BLACK DIAMOND MOVING CO.	032522	OFFICE MOVING	03/25/2022	3,600.00	.00	
Total 6620:					3,600.00	.00	
7039	BLUEBEAM, INC	1446741	BLUEBEAM EXPREME UPGRAD	05/09/2022	10,170.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7039	BLUEBEAM, INC	1451215	STUDIO PRIME ANNUAL SUBSC	05/25/2022	2,145.00	.00	
Total 7039:					12,315.00	.00	
6727	BRIGGS, ERIC L	14174	XTREM	04/28/2022	37.74	.00	
Total 6727:					37.74	.00	
5996	BRIGHTLY	INV-111658	asset essentials	05/02/2022	16,320.69	.00	
5996	BRIGHTLY	INV-112013	MAINTENANCE EDGE	05/02/2022	5,768.48	.00	
5996	BRIGHTLY	INV-114585	SMART.GOV	05/05/2022	18,580.80	.00	
5996	BRIGHTLY	INV-115783	DATA MITRATION	05/26/2022	1,598.85	.00	
Total 5996:					42,268.82	.00	
5	CARQUEST AUTO PARTS INC.	6090-567633	TPMS SENSOR ASSY	04/29/2022	64.12	.00	
5	CARQUEST AUTO PARTS INC.	6090-567664	CREDIT: TPMS SENSOR ASSY	04/29/2022	64.12-	.00	
5	CARQUEST AUTO PARTS INC.	6090-567666	SEAT COVER, FRT, TUFF STUF	04/29/2022	241.93	.00	
5	CARQUEST AUTO PARTS INC.	6090-568167	THERMOSTAT	05/04/2022	32.54	.00	
5	CARQUEST AUTO PARTS INC.	6090-568194	CREDIT: THERMOSTAT	05/04/2022	32.54-	.00	
5	CARQUEST AUTO PARTS INC.	6090-568225	FUEL JUG, FUEL SPOUT	05/04/2022	58.66	.00	
5	CARQUEST AUTO PARTS INC.	6090-569579	WATER PUMP, ENG OIL PRESS	05/17/2022	99.54	.00	
5	CARQUEST AUTO PARTS INC.	6090-569677	KIT TENSIONER	05/18/2022	85.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-569850	PAINT PEN	05/19/2022	14.97	.00	
5	CARQUEST AUTO PARTS INC.	6090-570691	BRAKE PADS-PROF PLAT	05/27/2022	67.85	.00	
Total 5:					568.45	.00	
6769	CENTRALSQUARE	301874	ANNUAL MAINTENANCE TRAK I	12/14/2020	11,745.54	.00	
Total 6769:					11,745.54	.00	
544	CENTURYLINK	293891908	Monthly bill for account 75912352	05/20/2022	177.35	.00	
544	CENTURYLINK	307-111-5050 0	307-111-5050 246m	05/07/2022	1,978.76	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	05/13/2022	41.41	.00	
Total 544:					2,197.52	.00	
6257	CERTIFIED LABORATORIES	7765030	PREMALUBE EXTREME GREEN	04/21/2022	436.90	.00	
Total 6257:					436.90	.00	
7020	CHILD SUPPORT SERVICES UT	052022	CASE ID C000963282	05/20/2022	220.85	220.85	05/23/2022
Total 7020:					220.85	220.85	
5375	CHITWOOD, JESSICA	051622	TRAVEL EXPENSES TO CASPE	05/16/2022	137.66	.00	
Total 5375:					137.66	.00	
514	CONRAD & BISCHOFF INC.	IN-814875-22	GASOHOL 85 ETHANOL 10%, D	05/05/2022	47,186.79	.00	
514	CONRAD & BISCHOFF INC.	IN-814875-22A	GASOHOL 85 ETHANOL 10%, D	05/05/2022	41,296.79	.00	
514	CONRAD & BISCHOFF INC.	IN-814875-22C	GASOHOL 85 ETHANOL 10%, D	05/05/2022	47,186.79-	.00	
514	CONRAD & BISCHOFF INC.	IN-815519-22	GASOHOL 85 ETHANOL 10%, D	05/01/2022	42,205.90	.00	
514	CONRAD & BISCHOFF INC.	IN-815519-22A	GASOHOL 85 ETHANOL 10%, D	05/01/2022	41,473.53	.00	
514	CONRAD & BISCHOFF INC.	IN-815519-22C	CREDIT: GASOHOL 85 ETHANO	05/01/2022	42,205.90-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 514:					82,770.32	.00	
4887	CONTROL SYSTEM TECHNOLO	10423	CONTROL SERVICE, MILEAGE	04/26/2022	5,902.50	.00	
Total 4887:					5,902.50	.00	
6475	CONVERGEONE, INC	IE9091896	MAINTENANCE/MANAGED SER	05/25/2022	12,596.48	.00	
Total 6475:					12,596.48	.00	
7022	Coulter House	052522	Refund 10 West Broadway	05/25/2022	1,000.00	.00	
Total 7022:					1,000.00	.00	
6718	CULTIVATE	051122	4TH QUARTER	05/11/2022	1,531.25	.00	
Total 6718:					1,531.25	.00	
7030	DAY, JEAN	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7030:					450.00	.00	
148	DELL	10580735446	VLA CAPITVATE PRIME	04/29/2022	5,731.20	.00	
Total 148:					5,731.20	.00	
708	DELTA DENTAL PLAN OF WYOM	040122	MARCH CLAIMS	04/01/2022	9,287.40	9,287.40	05/13/2022
708	DELTA DENTAL PLAN OF WYOM	040122	APRIL PREMIUM	04/01/2022	624.00	624.00	05/13/2022
Total 708:					9,911.40	9,911.40	
4225	DERO BIKE RACKS	60829	BIKE RACKS	05/02/2022	9,408.11	.00	
Total 4225:					9,408.11	.00	
7037	DICK ANDERSON CONSTRUCTI	#1 08-22-801	PRECONSTRUCTION SERVICE	05/10/2022	20,400.00	.00	
Total 7037:					20,400.00	.00	
6883	DIVISION OF CHILD SUPPORT	052022	DCSE CASE #0005405448	05/20/2022	509.23	509.23	05/23/2022
Total 6883:					509.23	509.23	
7038	DOYLE, MATTHEW	042222	TRAVEL EXPENSES	04/22/2022	657.50	.00	
Total 7038:					657.50	.00	
7025	DR. DAVID SHLIM	051122	RABIES VACCINES	05/11/2022	6,800.00	.00	
Total 7025:					6,800.00	.00	
6939	DYNAMIC CONTROLS, LLC	35471	MATERIAL: AXIS CAMERA, SHIP	05/12/2022	3,070.26	.00	
Total 6939:					3,070.26	.00	
3408	E.R. OFFICE EXPRESS	19185	STAMPS	02/28/2022	77.99	.00	
3408	E.R. OFFICE EXPRESS	19572	PACKING TAPE 3" CORE, COPY	05/24/2022	278.73	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3408:					356.72	.00	
5223	ENERGY CONSERVATION WOR	012822	3RD QUARTER	01/28/2022	8,750.00	.00	
5223	ENERGY CONSERVATION WOR	040622	4TH QUARTER	04/06/2022	8,750.00	.00	
Total 5223:					17,500.00	.00	
1134	ENERGY LABORATORIES INC.	469442	INFLUENT, EFFLUENT	05/04/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	472478	INFLUENT, EFFLUENT	05/19/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	473275	INFLUENT, EFFLUENT, CELL 1,	05/23/2022	417.00	.00	
1134	ENERGY LABORATORIES INC.	741102	INFLUENT, EFFLUENT, CELL 1,	05/11/2022	417.00	.00	
Total 1134:					1,172.00	.00	
6802	FALL RIVER PROPANE	2451891	INTERMEDIATE PUMP STATION	03/14/2022	388.69	.00	
6802	FALL RIVER PROPANE	2451892	ULTRA VIOLET BUILDING WEST	03/14/2022	550.00	.00	
6802	FALL RIVER PROPANE	2451893	MAIN PROPANE TANK- 900 GAL	03/14/2022	1,665.00	.00	
Total 6802:					2,603.69	.00	
6920	FEHR PEERS	151132	BUS TRANSIT RFP SUPPORT	12/16/2021	602.50	.00	
Total 6920:					602.50	.00	
5463	FIGJAM ENTERPRISES, LLC	1097	CLEANING EXTERIOR WINDOW	05/12/2022	3,000.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1111	CLEANING OF INTERIOR/EXTE	05/29/2022	4,200.00	.00	
Total 5463:					7,200.00	.00	
2549	FIRST TRANSIT	11802735	CONTRACT SERVICES 03/27/22	05/20/2022	25,304.15	.00	
2549	FIRST TRANSIT	11802739	CONTRACT SERVICES 04.17.20	05/20/2022	15,152.69	.00	
Total 2549:					40,456.84	.00	
4709	FLEETPRIDE	98624291	GENUINE BENDIX REMAN AD9,	05/02/2022	201.40	.00	
4709	FLEETPRIDE	98669854	NEW GOVERNOR	05/04/2022	34.56	.00	
4709	FLEETPRIDE	98750229	REUSABLE COUPLING	05/06/2022	63.36	.00	
4709	FLEETPRIDE	98783547	GENUINE BENDIX REMAN AD9	05/09/2022	604.20	.00	
4709	FLEETPRIDE	99002292	AD-9 24V PURGE VALVE W/HEA	05/17/2022	1,239.92	.00	
4709	FLEETPRIDE	99088909	GASKET	05/20/2022	45.12	.00	
4709	FLEETPRIDE	99160072	AD-9 12V PURGE VALVE W/HEA	05/24/2022	134.83	.00	
4709	FLEETPRIDE	99165737	R-14 VALVE MAINTENANCE KIT,	05/24/2022	101.70	.00	
4709	FLEETPRIDE	99172263	H-WS-PVC-CL	05/24/2022	127.70	.00	
Total 4709:					2,552.79	.00	
6178	FORTRESS HOME IMPROVEME	431-965 C	REMAINING 5,00 ON PUMP HO	09/02/2021	5,000.00	.00	
Total 6178:					5,000.00	.00	
668	FREEDOM MAILING SERVICE I	42832	UTILITY BILLING	05/05/2022	868.58	.00	
668	FREEDOM MAILING SERVICE I	42832	UTILITY BILLING	05/05/2022	868.57	.00	
Total 668:					1,737.15	.00	
7034	FRITTS, JASON	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7034:					450.00	.00	
6126	GARMIN USA	DL23531628	FLEX PLAN	05/27/2022	64.95	.00	
Total 6126:					64.95	.00	
4212	GILLIG LLC	40914670	RADIATOR ASSY W/E COAT	04/28/2022	2,829.25	.00	
4212	GILLIG LLC	40915754	O-RING, FILTER COVER, FILTE	05/02/2022	533.64	.00	
4212	GILLIG LLC	40918139	HUMP HOSE, CONST TENS HO	05/09/2022	541.69	.00	
4212	GILLIG LLC	40918578	FUEL TANK VENT	05/10/2022	69.42	.00	
4212	GILLIG LLC	40919055	IDLER FATES PULLY, NOTCHED	05/11/2022	351.93	.00	
Total 4212:					4,325.93	.00	
4768	GLOBAL EQUIPMENT COMPAN	119083387	6 33LBS CYLINDERS HEAVY DU	05/05/2022	1,251.00	.00	
Total 4768:					1,251.00	.00	
473	GREENWOOD MAPPING INC.	050222	SmartGov INTEGRATION	05/02/2022	276.00	.00	
Total 473:					276.00	.00	
93	HACH CHEMICAL CO.	13009101	PH BUFFER SOLUTION KIT, PIP	04/28/2022	414.49	.00	
Total 93:					414.49	.00	
6893	HEALTHIEST YOU	202204596515	APRIL PREMIUM	04/01/2022	1,296.00	1,296.00	05/13/2022
Total 6893:					1,296.00	1,296.00	
7031	HERNANDEZ, BRANDON	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0306701	BUILDING MAINT: PUBLIC WOR	03/17/2022	6.45	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: FACILITY	03/17/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: WATER	03/17/2022	17.21	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: SEWER	03/17/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: FLEET	03/17/2022	31.08	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: ADMIN	03/17/2022	5.56	.00	
96	HIGH COUNTRY LINEN	0306701	BUILDING MAINT: PUBLIC WOR	03/17/2022	13.32	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: WWTP	03/17/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: STREET	03/17/2022	40.46	.00	
96	HIGH COUNTRY LINEN	0306701	UNIFORMS: ADMIN	03/17/2022	4.42	.00	
96	HIGH COUNTRY LINEN	0310799	TOWELS	04/13/2022	91.55	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: FLEET	04/21/2022	31.88	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: ADMIN	04/21/2022	4.42	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: ADMIN	04/21/2022	5.56	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: WATER	04/21/2022	17.21	.00	
96	HIGH COUNTRY LINEN	0311758	BUILDING MAINT: PUBLIC WOR	04/21/2022	16.20	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: WWTP	04/21/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: STREET	04/21/2022	33.81	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: SEWER	04/21/2022	9.40	.00	
96	HIGH COUNTRY LINEN	0311758	BUILDING MAINT: PUBLIC WOR	04/21/2022	6.45	.00	
96	HIGH COUNTRY LINEN	0311758	UNIFORMS: FACILITY	04/21/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0312589	MATS @ START	04/27/2022	231.41	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: WATER	04/28/2022	17.21	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0312699	BUILDING MAINT: PUBLIC WOR	04/28/2022	6.45	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: FACILITY	04/28/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0312699	BUILDING MAINT: PUBLIC WOR	04/28/2022	13.01	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: WWTP	04/28/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: ADMIN	04/28/2022	4.42	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: STREET	04/28/2022	33.81	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: SEWER	04/28/2022	9.40	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: ADMIN	04/28/2022	5.56	.00	
96	HIGH COUNTRY LINEN	0312699	UNIFORMS: FLEET	04/28/2022	31.88	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: ADMIN	05/05/2022	4.42	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: FLEET	05/05/2022	31.88	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: STREET	05/05/2022	33.81	.00	
96	HIGH COUNTRY LINEN	0313682	BUILDING MAINT: PUBLIC WOR	05/05/2022	6.45	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: FACILITY	05/05/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: SEWER	05/05/2022	9.40	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: ADMIN	05/05/2022	5.56	.00	
96	HIGH COUNTRY LINEN	0313682	BUILDING MAINT: PUBLIC WOR	05/05/2022	122.06	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: WWTP	05/05/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0313682	UNIFORMS: WATER	05/05/2022	17.21	.00	
96	HIGH COUNTRY LINEN	0314516	MATS @ SHELTER	05/11/2022	64.88	.00	
96	HIGH COUNTRY LINEN	0314596	TOWELS	05/11/2022	91.55	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: WATER	05/12/2022	17.21	.00	
96	HIGH COUNTRY LINEN	0314710	BUILDING MAINT: PUBLIC WOR	05/12/2022	6.45	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: FACILITY	05/12/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: ADMIN	05/12/2022	5.56	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: SEWER	05/12/2022	13.30	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: FLEET	05/12/2022	32.63	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: STREET	05/12/2022	23.26	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: ADMIN	05/12/2022	4.42	.00	
96	HIGH COUNTRY LINEN	0314710	BUILDING MAINT: PUBLIC WOR	05/12/2022	12.42	.00	
96	HIGH COUNTRY LINEN	0314710	UNIFORMS: WWTP	05/12/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0315277	BUILDING MAINT: SI-FERRIN- M	05/16/2022	14.60	.00	
96	HIGH COUNTRY LINEN	0315283	BUILDING MAINT: HOME RANC	05/16/2022	20.79	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: ADMIN	05/19/2022	4.42	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: FLEET	05/19/2022	32.63	.00	
96	HIGH COUNTRY LINEN	0315855	BUILDING MAINT: PUBLIC WOR	05/19/2022	15.61	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: WWTP	05/19/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: ADMIN	05/19/2022	5.56	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: WATER	05/19/2022	17.21	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: SEWER	05/19/2022	13.30	.00	
96	HIGH COUNTRY LINEN	0315855	BUILDING MAINT: PUBLIC WOR	05/19/2022	6.45	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: FACILITY	05/19/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0315855	UNIFORMS: STREET	05/19/2022	23.26	.00	
96	HIGH COUNTRY LINEN	0316213	BUILDING MAINT: TOWN HALL-	05/20/2022	266.26	.00	
96	HIGH COUNTRY LINEN	S0315123	CLEANING SUPPLIES	05/13/2022	98.15	.00	
Total 96:					1,858.59	.00	
4044	IDAHO FALLS PETERBILT	609692	OIL FUEL FILTER, OIL DUEL FIL	05/13/2022	136.48	.00	
4044	IDAHO FALLS PETERBILT	610080	WW4, REFRIGERANT	05/17/2022	796.90	.00	
Total 4044:					933.38	.00	
36	IDAHO STATE TAX COMMISSIO	052522	MAY WITHHOLDINGS	05/25/2022	4,074.00	4,074.00	05/25/2022
Total 36:					4,074.00	4,074.00	
7024	IDAHO STEAM CLEANING LLC	2989	AIR DUCT CLEANING AT SHEL	05/24/2022	275.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7024:					275.00	.00	
106	INTERSTATE BATTERY	22253167	(2) MTP-48/H6	05/02/2022	279.90	.00	
106	INTERSTATE BATTERY	22253242	(1) MTP-48/H6	05/09/2022	139.95	.00	
106	INTERSTATE BATTERY	22253299	(2) MTP-65HD	05/16/2022	279.90	.00	
Total 106:					699.75	.00	
6954	IVY OUTDOOR SERVICES LLC	1058	MARCH TRASH COLLECCTION	04/03/2022	1,300.00	.00	
6954	IVY OUTDOOR SERVICES LLC	1060	APRIL TRASH COLLECTION	05/01/2022	1,350.00	.00	
Total 6954:					2,650.00	.00	
5098	JACKSON ANIMAL HOSPITAL	53627	RABIES	05/05/2022	19.00	.00	
Total 5098:					19.00	.00	
2	JACKSON CURBSIDE INC.	00029872	RECYCLE @ TOWN HALL- MAY,	04/10/2022	480.00	.00	
2	JACKSON CURBSIDE INC.	00029883	RECYCLING @ TOWN SQUARE-	04/10/2022	1,035.00	.00	
2	JACKSON CURBSIDE INC.	00029906	RECYCLING @ HOME RANCH-	05/10/2022	750.00	.00	
Total 2:					2,265.00	.00	
6931	JACKSON DOWTOWNER, LLC	1007	APRIL	05/15/2022	56,152.41	.00	
Total 6931:					56,152.41	.00	
858	JACKSON HOLE COMMUNITY H	052522	REFUND B20-0143 SEWER CAP	05/25/2022	4,639.45	.00	
Total 858:					4,639.45	.00	
6474	JACKSON HOLE LAW, PC	1573	PROSECUTION SERVICES APRI	04/27/2022	3,002.50	.00	
6474	JACKSON HOLE LAW, PC	1595	PROSECUTION SERVICES MAY	05/31/2022	3,000.00	.00	
Total 6474:					6,002.50	.00	
131	JACKSON HOLE NEWS & GUID	339124	AD#405080	05/11/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	339125	AD#405122	05/11/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	339217	AD#405204	05/11/2022	386.60	.00	
131	JACKSON HOLE NEWS & GUID	339218	AD#404501	05/11/2022	201.00	.00	
131	JACKSON HOLE NEWS & GUID	339261	AD#405306	05/11/2022	34.20	.00	
131	JACKSON HOLE NEWS & GUID	339262	AD#405307	05/11/2022	34.20	.00	
131	JACKSON HOLE NEWS & GUID	339263	AD#405308	05/11/2022	29.93	.00	
131	JACKSON HOLE NEWS & GUID	339264	AD#405310	05/11/2022	42.75	.00	
131	JACKSON HOLE NEWS & GUID	339418	AD#405595	05/18/2022	179.55	.00	
131	JACKSON HOLE NEWS & GUID	339419	AD#405596	05/18/2022	1,265.40	.00	
131	JACKSON HOLE NEWS & GUID	339420	AD#405598	05/18/2022	55.58	.00	
131	JACKSON HOLE NEWS & GUID	339421	AD#405599	05/18/2022	106.88	.00	
131	JACKSON HOLE NEWS & GUID	339422	AD#405600	05/18/2022	192.38	.00	
131	JACKSON HOLE NEWS & GUID	339473	AD#405611	05/18/2022	29.93	.00	
131	JACKSON HOLE NEWS & GUID	339500	AD#405446	05/18/2022	547.20	.00	
131	JACKSON HOLE NEWS & GUID	339501	AD#405522	05/18/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	339632	AD#405601	05/25/2022	102.60	.00	
Total 131:					4,439.40	.00	
5084	JACKSON HOLE SECURITY, LL	1774	FIRE SYSTEM LABOR BUS 205	03/28/2022	110.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5084:					110.00	.00	
115	JACKSON PAINT AND GLASS, I	I126099	LABOR FIELD- INSTALL OF TW	05/05/2022	600.00	.00	
Total 115:					600.00	.00	
6890	JAMF SOFTWARE, LLC	INV247156	COM-NC JAMF	04/26/2022	106.50	.00	
Total 6890:					106.50	.00	
239	JH20 WATER CONDITIONING &	I220502431	BOTTLE WATER, DELIVERY, BO	05/02/2022	52.50	.00	
Total 239:					52.50	.00	
2485	KENWORTH SALES COMPANY	IDFIN5161970	SEAL-TEFLON	05/12/2022	146.88	.00	
2485	KENWORTH SALES COMPANY	IDFIN5171433	CHAMBER, SEAL-OIL BATH NAT	05/19/2022	214.94	.00	
Total 2485:					361.82	.00	
4902	KOIS BROTHERS EQUIPMENT	125770	OIL-SEAL, O-RING VITON, CHAI	05/02/2022	42,483.58	.00	
Total 4902:					42,483.58	.00	
5634	KRIKOR ARCHITECTURE	041322	PROJ: SI-FERRIN FACILITY CHA	04/13/2022	1,225.00	.00	
Total 5634:					1,225.00	.00	
7029	KRUEGER, ERICA JADE	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7029:					450.00	.00	
5694	LEIGH, CHRISTOPHER S.	051622	TRAVEL EXPENSES	05/16/2022	464.10	.00	
Total 5694:					464.10	.00	
6847	LENAMOND, LYNSEY	050422	TRAVEL EXPENSES	05/04/2022	497.50	.00	
6847	LENAMOND, LYNSEY	050622	TRAVEL EXPENSES	05/06/2022	499.20	.00	
Total 6847:					996.70	.00	
5729	LENOVO (UNITED STATES) INC.	6460812559	PORTABLE ADAPTER	05/13/2022	49.98	.00	
5729	LENOVO (UNITED STATES) INC.	6460822283	ADAPTER	05/14/2022	71.98	.00	
5729	LENOVO (UNITED STATES) INC.	6460883116	THINKPAD	05/21/2022	5,552.06	.00	
Total 5729:					5,674.02	.00	
5691	LEPCO	47814	LUSTRASHIELD, GRANUAL BAS	04/12/2022	893.00	.00	
5691	LEPCO	48013	PERVENTATIVE MAINTENANCE	04/27/2022	275.00	.00	
5691	LEPCO	48222	SERVICE CALL- @ START- LAB	05/04/2022	153.50	.00	
Total 5691:					1,321.50	.00	
2224	LOCAL GOV'T LIABILITY POOL	14050	AA220050 DEDUCTIBLE	05/05/2022	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14125	AA220052 DEDUCTIBLE	05/17/2022	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14144	AA220051 DEDUCTIBLE	05/25/2022	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2224:					3,000.00	.00	
6526	LSC TRANSPORTATION CONSU	61931	204470 START ON-CALL CONTR	05/16/2022	1,215.77	.00	
Total 6526:					1,215.77	.00	
4612	MASON, TOM	060122	REIMBURSE HAZMAT ASSESS	06/01/2022	86.50	.00	
Total 4612:					86.50	.00	
998	METROQUIP INC	P14427	WEATHERSTRIP, TOP WEATHE	03/16/2022	440.97	.00	
998	METROQUIP INC	P15338	RUNNER-DIRT SHOW, FRT OUT	05/04/2022	55.64	.00	
Total 998:					496.61	.00	
3841	MIKE'S OILFIELD SERVICES IN	33400	PROJ: SEWER INLET/LIFT STAT	04/28/2022	5,350.00	.00	
Total 3841:					5,350.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0109	MONTHLY RENT	05/01/2022	35,000.00	.00	
Total 6770:					35,000.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5348495003	CONTACT CLEANER, FRT	04/26/2022	120.33	.00	
Total 4623:					120.33	.00	
257	NAPA AUTO PARTS INC.	057940	PX RIGHT STUFF GREY	04/07/2022	24.58	.00	
257	NAPA AUTO PARTS INC.	058742	IMPACT SOCKET	04/12/2022	26.99	.00	
257	NAPA AUTO PARTS INC.	058757	ENGINE PRELUBE	04/12/2022	6.74	.00	
257	NAPA AUTO PARTS INC.	060488	PX RIGHT STUFF GREY	04/21/2022	13.59	.00	
257	NAPA AUTO PARTS INC.	060551	22" TRICO FORCE BLDE	04/21/2022	257.88	.00	
257	NAPA AUTO PARTS INC.	061067	WASHER PUMP, TIRE REP KIT	04/25/2022	34.97	.00	
257	NAPA AUTO PARTS INC.	061151	WEST COAST MIRROR, FRT	04/25/2022	79.00	.00	
257	NAPA AUTO PARTS INC.	061528	GAS CAP NON-LOCKING	04/26/2022	26.88	.00	
257	NAPA AUTO PARTS INC.	061622	WEST COAST MIRROR, FRT	04/27/2022	103.99	.00	
257	NAPA AUTO PARTS INC.	061671	AKEBONO PRO-ACT ULTRA, RE	04/27/2022	159.98	.00	
257	NAPA AUTO PARTS INC.	061830	22" TRICO FORCE	04/27/2022	171.92	.00	
257	NAPA AUTO PARTS INC.	061833	26" TRICO FORCE BLDE	04/27/2022	131.94	.00	
257	NAPA AUTO PARTS INC.	061834	26" TRICO FORCE BLDE	04/27/2022	21.99	.00	
257	NAPA AUTO PARTS INC.	061949	NAPA FRONT & REAR BRAKE P	04/28/2022	129.80	.00	
257	NAPA AUTO PARTS INC.	061960	b/fluid dot 3-320	04/28/2022	8.69	.00	
257	NAPA AUTO PARTS INC.	061972	CREDIT: REMAN ALTERNATE, C	04/28/2022	178.22-	.00	
257	NAPA AUTO PARTS INC.	062176	NAPAGOLD FUEL FILTER	04/29/2022	64.05	.00	
257	NAPA AUTO PARTS INC.	062239	TIRE REP INSERTS	04/29/2022	41.70	.00	
257	NAPA AUTO PARTS INC.	062814	CUT OFF WHEEL, BRK	05/03/2022	57.06	.00	
257	NAPA AUTO PARTS INC.	062875	HDP AIR	05/03/2022	15.69	.00	
257	NAPA AUTO PARTS INC.	063122	GUNK ENGINE DEGREASER	05/04/2022	11.98	.00	
257	NAPA AUTO PARTS INC.	063336	NAPAGOLD OIL FILTER	05/05/2022	12.57	.00	
257	NAPA AUTO PARTS INC.	063537	NAPAGOLD OIL FILTER	05/06/2022	25.14	.00	
257	NAPA AUTO PARTS INC.	063728	NAPAGOLD AIR FILTER	05/06/2022	2,271.78	.00	
257	NAPA AUTO PARTS INC.	064185	NAPAGOLD OIL FILTER	05/10/2022	23.46	.00	
257	NAPA AUTO PARTS INC.	064439	SOCKET, LAMP	05/11/2022	64.40	.00	
257	NAPA AUTO PARTS INC.	064548	NAPA SILENT	05/11/2022	79.98	.00	
257	NAPA AUTO PARTS INC.	064611	JACK	05/11/2022	84.99	.00	
257	NAPA AUTO PARTS INC.	064946	REGULATOR	05/13/2022	52.64	.00	
257	NAPA AUTO PARTS INC.	065968	ATP FLAT PACK, DEXVIATF	05/18/2022	56.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	066092	HYD HOSE, DEXVIATF	05/18/2022	37.50	.00	
257	NAPA AUTO PARTS INC.	066427	PX RS GASKET MAKER 7	05/19/2022	31.99	.00	
257	NAPA AUTO PARTS INC.	066551	NAPA OIL FILTER, NAPAGOLD O	05/20/2022	112.32	.00	
257	NAPA AUTO PARTS INC.	067513	DISC PAD	05/25/2022	60.99	.00	
257	NAPA AUTO PARTS INC.	067680	14" EXACTFIT	05/25/2022	26.28	.00	
257	NAPA AUTO PARTS INC.	067929	NAPAGOLD OIL FILTER, NAPA C	05/26/2022	23.10	.00	
257	NAPA AUTO PARTS INC.	068068	NAPAGOLD OIL FILTER	05/27/2022	30.40	.00	
Total 257:					4,204.77	.00	
187	NELSON ENGINEERING	58344	PROJ: 14-175-03 021-WEST BR	03/31/2022	527.50	.00	
Total 187:					527.50	.00	
6213	New West Building Company Inc.	052522	refund B20-0255	05/25/2022	2,000.00	.00	
6213	New West Building Company Inc.	052522	Refund 22-0256	05/25/2022	2,000.00	.00	
Total 6213:					4,000.00	.00	
7035	NOLAD, STACY	052422	STIPEND EQUITY TASK FORCE	05/24/2022	450.00	.00	
Total 7035:					450.00	.00	
1504	ONE CALL OF WYOMING	63291	TICKETS FOR APRIL 2022- SEW	05/06/2022	42.13	.00	
1504	ONE CALL OF WYOMING	63291	TICKETS FOR APRIL 2022- WAT	05/06/2022	42.12	.00	
Total 1504:					84.25	.00	
6514	Option One	052722	release bond B22-0420	05/27/2022	4,000.00	.00	
Total 6514:					4,000.00	.00	
7036	POWDERHORN HOUSING LLC	050622	REFUND HOUSING	05/06/2022	500.00	.00	
Total 7036:					500.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775381662	STUD, FRT	04/08/2022	78.60	.00	
6483	PREMIER TRUCK- SALT LAKE C	775383748	OIL PAN, OIL GASKET, SUPPOR	04/12/2022	62.83	.00	
6483	PREMIER TRUCK- SALT LAKE C	775384664	OIL PAN, OIL GASKET	04/20/2022	571.32	.00	
6483	PREMIER TRUCK- SALT LAKE C	775386592	KIT INJECTORS, CORE DEPSO	04/21/2022	7,433.58	.00	
6483	PREMIER TRUCK- SALT LAKE C	775394835	BLOCK HEATER, FRT	05/19/2022	116.70	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775386592	CREDIT: CORE RETURN	05/16/2022	2,244.36-	.00	
Total 6483:					6,018.67	.00	
4922	PREMIER VEHICLE INSTALLATI	37733	PROJ: 2022 FORD PI UTILITY X4	04/29/2022	19,755.30	.00	
4922	PREMIER VEHICLE INSTALLATI	37734	MAGNETIC MIC CLIP, MIC CLIP	02/04/2022	1,365.39	.00	
Total 4922:					21,120.69	.00	
6594	PROTERRA	1041287	HARNESS DRIVETRAIN INTERC	05/04/2022	253.42	.00	
6594	PROTERRA	1041949	EXTERIOR MIRROR CURBSIDE	05/20/2022	2,659.32	.00	
6594	PROTERRA	1042126	CONNECTOR, TERMINAL, WED	05/25/2022	161.12	.00	
Total 6594:					3,073.86	.00	
6649	QUADIENT LEASING USA, INC.	16685389	INK CARTRIDGE	05/06/2022	139.73	.00	

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Total 6649:					139.73	.00	
532	QUICK BROWN FOX LLC	3904	TICKET BOOKS	04/28/2022	420.00	.00	
Total 532:					420.00	.00	
215	RED'S AUTO GLASS, INC.	1040430	GREWEN TINT LAMINATED, SH	04/28/2022	402.45	.00	
Total 215:					402.45	.00	
6942	REYNOLDS, ANDREA	051622	HOTEL REIMBURSE	05/16/2022	223.02	.00	
Total 6942:					223.02	.00	
6855	RHINEHART OIL CO, LLC	IN-630940-22	DEFEND, DRUM DEPOSIT	02/01/2022	355.52	.00	
6855	RHINEHART OIL CO, LLC	IN-633862-22	DSL FUEL 1 DYED, DSL FUEL 2	02/04/2022	33,845.80	.00	
Total 6855:					34,201.32	.00	
6208	RHOADES, STEPHEN	051422	DOT PHYSICAL	05/14/2022	92.00	.00	
Total 6208:					92.00	.00	
6019	ROBERTS, CAREY	6291	LABELS	05/25/2022	70.00	.00	
Total 6019:					70.00	.00	
1430	ROBINSON, ROXANNE DEVRIE	051122	REIMBURSE FOR LAPTOP CAS	05/11/2022	47.65	.00	
Total 1430:					47.65	.00	
4723	RON'S TOWING	22-20732	TOW FEE	05/03/2022	300.00	.00	
4723	RON'S TOWING	22-20964	TOW FEE	05/23/2022	250.25	.00	
Total 4723:					550.25	.00	
2597	RUSCHILL, RUSSELL	051922	TUITION REIMBURSEMENT	05/19/2022	6,329.25	.00	
Total 2597:					6,329.25	.00	
5543	RUSH TRUCK CENTER, IDAHO	3027596069	CREDIT: KIT SHOE REMAN BRA	05/04/2022	170.24-	.00	
Total 5543:					170.24-	.00	
6889	SAFELITE FULFILLMENT INC	05008-001557	RAIN SENSOR-SOLR ADHESIVE	04/29/2022	399.31	.00	
6889	SAFELITE FULFILLMENT INC	05008-001651	SOLAR 3RD VISOR FRIT	05/17/2022	381.90	.00	
Total 6889:					781.21	.00	
13	SAFETY SUPPLY & SIGN CO., I	180514	BOLLARDS AND CUPS	04/14/2022	32,689.80	.00	
Total 13:					32,689.80	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	88664796	FUEL FEE SURCHARGE	04/22/2022	310.65	.00	
Total 2669:					310.65	.00	

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7032	SANCHEZ-MACHUCA, ROSA	052422	EQUITY TASK FORCE STIPEND	05/24/2022	450.00	.00	
Total 7032:					450.00	.00	
6629	SCARLATA, SUSAN	042822	REIMBURSE OFFICE SUPPLIES	04/28/2022	27.00	.00	
Total 6629:					27.00	.00	
7040	SHUMAN, SARA	053122	TRAVEL EXPENSES	05/31/2022	751.16	.00	
Total 7040:					751.16	.00	
4548	SILVER CREEK SUPPLY	0006437724-0	COUPLERS	05/03/2022	62.92	.00	
Total 4548:					62.92	.00	
4720	SILVERSTAR	54639 0622	MONTHLY SERVICES	06/01/2022	2,694.39	.00	
Total 4720:					2,694.39	.00	
236	SMITH POWER PRODUCTS,INC	3171572	RENEWAL	04/15/2022	1,836.00	.00	
236	SMITH POWER PRODUCTS,INC	3171597	ALLISON DOC RENEWAL	04/15/2022	1,800.00	.00	
Total 236:					3,636.00	.00	
4699	SNAKE RIVER ROASTING	77657	COFFEE	04/19/2022	108.90	.00	
4699	SNAKE RIVER ROASTING	78084	COFFEE	05/17/2022	113.90	.00	
4699	SNAKE RIVER ROASTING	78147	(2) KIRBY, (1) SUPAFly- FOR P	05/24/2022	194.23	.00	
4699	SNAKE RIVER ROASTING	7886	COFFEE	05/10/2022	108.90	.00	
Total 4699:					525.93	.00	
1505	SPRING CREEK ANIMAL HOSPI	625022802	MEDS	03/30/2022	19.36	.00	
1505	SPRING CREEK ANIMAL HOSPI	625024907	DOG FOOD	05/17/2022	45.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	625024908	ANIMAL CARE	05/17/2022	101.65	.00	
Total 1505:					166.99	.00	
5260	STEPHENS, SHAWN	052422	TRAVEL REIMBURSE	05/24/2022	5,113.72	.00	
Total 5260:					5,113.72	.00	
3362	STICKNEY, ARLEN	051822	DOT PHYSICAL	05/18/2022	60.00	.00	
Total 3362:					60.00	.00	
6703	Teton County Alternative to Incarc	051222	3RD QUARTER	05/12/2022	21,387.97	.00	
Total 6703:					21,387.97	.00	
1443	TETON COUNTY CLERK	052722F	MONTLY CONTRIBUTION FIRE	05/27/2022	154,389.72	.00	
1443	TETON COUNTY CLERK	052722H	Housing Department Monthly Ope	05/27/2022	30,620.33	.00	
1443	TETON COUNTY CLERK	052722PR	Parks and Recreation Monthly Op	05/27/2022	136,115.08	.00	
Total 1443:					321,125.13	.00	
6678	TETON COUNTY FAIR	96249	HERITAGE ARENA LIGHTS	05/02/2022	400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6678:					400.00	.00	
6813	TETON COUNTY PLANNING & B	182	NEIGHBORHOOD PLAN	03/18/2022	6,600.00	.00	
6813	TETON COUNTY PLANNING & B	187	NEIGHBORHOOD PLAN	04/11/2022	2,508.75	.00	
6813	TETON COUNTY PLANNING & B	195	NEIGHBORHOOD PLAN	05/23/2022	3,235.13	.00	
Total 6813:					12,343.88	.00	
6902	TETON COUNTY PUBLIC WORK	10	BUILD INVOICE #10	05/24/2022	19,542.59	.00	
Total 6902:					19,542.59	.00	
2327	TETON COUNTY SHERIFF-DISP	052422	jan-mar 2022	05/24/2022	6,161.64	.00	
Total 2327:					6,161.64	.00	
55	TETON COUNTY SHERIFF'S-JAI	616	APRIL INMATES	05/09/2022	648.00	.00	
Total 55:					648.00	.00	
996	TETON COUNTY SPECIAL FIRE	052422	MAY 2022	05/24/2022	16,592.85	.00	
996	TETON COUNTY SPECIAL FIRE	052422C	MAY 2022 CAPITAL	05/24/2022	13,945.52	.00	
Total 996:					30,538.37	.00	
614	TETON COUNTY TREASURER	051022	WSW HOUSING NEEDS ASSES	05/10/2022	6,071.25	.00	
Total 614:					6,071.25	.00	
1614	TETON COUNTY-FUND 10	052522D	MAY 2022 DISPATCH	05/25/2022	38,667.93	.00	
1614	TETON COUNTY-FUND 10	052522P	MAY 2022 ROONEY AND HOSTE	05/25/2022	8,705.68	.00	
1614	TETON COUNTY-FUND 10	052522PATH	MAY 2022 PATHWAYS	05/25/2022	6,573.59	.00	
1614	TETON COUNTY-FUND 10	052722F	MARCH, APRIL, MAY FREI	05/27/2022	17,529.74	.00	
Total 1614:					71,476.94	.00	
268	TETON MOTORS INC	5101213C	CREDIT PAID TWICE	01/26/2022	146.28-	.00	
268	TETON MOTORS INC	5101985	WEATHER STRID	04/14/2022	158.41	.00	
268	TETON MOTORS INC	5102051	COVER, PAD	04/21/2022	232.50	.00	
268	TETON MOTORS INC	5102129	CREDIT: GENERATOR	04/28/2022	341.65-	.00	
268	TETON MOTORS INC	5102145	CREDIT: WEATHERSTRIP	04/29/2022	158.41-	.00	
268	TETON MOTORS INC	5102180	OUTLET	05/04/2022	49.72	.00	
268	TETON MOTORS INC	5102266	TRIM, HANDLE	05/12/2022	377.86	.00	
268	TETON MOTORS INC	5102298	ELEMENT	05/17/2022	71.36	.00	
268	TETON MOTORS INC	5102310	MOUNT, SHIPPING	05/18/2022	113.87	.00	
268	TETON MOTORS INC	5102358	BOLT	05/23/2022	23.96	.00	
268	TETON MOTORS INC	5102365	FUSE	05/23/2022	47.05	.00	
268	TETON MOTORS INC	5102404	CONN 7-WAY	05/26/2022	27.44	.00	
268	TETON MOTORS INC	6159635	ALIGH	05/20/2022	97.15	.00	
Total 268:					552.98	.00	
7026	TETON SCIENCE SCHOOL	050422	REFUND WATER/SEWER	05/04/2022	6,732.36	.00	
7026	TETON SCIENCE SCHOOL	050422	REFUND WATER/SEWER	05/04/2022	5,493.40	.00	
Total 7026:					12,225.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3162	TETON TRASH REMOVAL, INC.	22 MAY 920	TRASH REMOVAL	05/01/2022	48.00	.00	
	Total 3162:				48.00	.00	
3237	THE AFTERMARKET PARTS CO	82689933	SWITCH ASM-ROCKER, FRT	05/09/2022	136.40	.00	
	Total 3237:				136.40	.00	
154	THE CHILDREN'S LEARNING C	051222	REFUND WATER AND SEWER 1	05/12/2022	1,671.03	.00	
	Total 154:				1,671.03	.00	
5366	THE RADAR SHOP	14131	ON SITE LIDAR TRAINING	05/18/2022	590.00	.00	
	Total 5366:				590.00	.00	
6810	THE TIRE RACK, INC.	HF57211	P265/60R17	05/13/2022	772.32	.00	
6810	THE TIRE RACK, INC.	HF57246	265/70R17- CP DISCO AT3, 265/	04/27/2022	1,617.88	.00	
6810	THE TIRE RACK, INC.	HF57266	265/70R16- CP DISCO AT3 4S	04/27/2022	701.60	.00	
	Total 6810:				3,091.80	.00	
6591	T-MOBILE	967529416	SERVICE	05/31/2022	124.12	.00	
	Total 6591:				124.12	.00	
4503	TRAPHAGEN, JEROMIE	051622	DUTY BOOTS	05/16/2022	100.00	.00	
	Total 4503:				100.00	.00	
6962	TRIHEDRO CORPORATION	0176652	80f-001-001 WWTP TECH REVIE	05/11/2022	17,349.25	.00	
	Total 6962:				17,349.25	.00	
6199	UHL, ANGIE	052622	TRAVEL EXPENSES	05/26/2022	310.50	.00	
	Total 6199:				310.50	.00	
3881	VALLEY OFFICE SYSTEMS	AR1057508	SHARP PUNCH UNIT	04/27/2022	2,256.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1065582	COPIER CONTRACT	05/20/2022	338.94	.00	
	Total 3881:				2,594.94	.00	
6492	VFC CONTROLS	GR04325-IN	SERVICE- CHECK METER FLO	04/28/2022	1,148.75	.00	
6492	VFC CONTROLS	GR04327-IN	CHECK FLOW METERS	04/28/2022	1,418.75	.00	
	Total 6492:				2,567.50	.00	
3420	VISA	Admin 1 2963	snow king resort	04/24/2022	1,833.06	1,833.06	05/27/2022
3420	VISA	Admin 1 2963	coolworks	04/24/2022	298.00	298.00	05/27/2022
3420	VISA	Admin 1 2963	staples	04/24/2022	59.98	59.98	05/27/2022
3420	VISA	Admin 1 2963	indeed	04/24/2022	310.00	310.00	05/27/2022
3420	VISA	Admin 1 2963	lodge @ jh	04/24/2022	250.00	250.00	05/27/2022
3420	VISA	Animal 2344 04	Shelter supplies	04/24/2022	803.06	803.06	05/27/2022
3420	VISA	Finance 2179 0	apwa	04/24/2022	950.00	950.00	05/27/2022
3420	VISA	Finance 2179 0	atpta	04/24/2022	500.00	500.00	05/27/2022
3420	VISA	Finance 2179 0	monarch power sports	04/24/2022	246.75	246.75	05/27/2022
3420	VISA	Finance 2179 0	Maverik	04/24/2022	97.78	97.78	05/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Finance 2179 0	usps	04/24/2022	15.54	15.54	05/27/2022
3420 VISA		Finance 2179 0	fine dining	04/24/2022	1,010.66	1,010.66	05/27/2022
3420 VISA		Finance 2179 0	snow king motel	04/24/2022	1,000.00	1,000.00	05/27/2022
3420 VISA		IT 6908 04/24/2	kiwi	04/24/2022	523.15	523.15	05/27/2022
3420 VISA		IT 6908 04/24/2	Suncoast energy	04/24/2022	28.41	28.41	05/27/2022
3420 VISA		IT 6908 04/24/2	city of slc	04/24/2022	100.00	100.00	05/27/2022
3420 VISA		IT 6908 04/24/2	Maverik	04/24/2022	39.81	39.81	05/27/2022
3420 VISA		IT 6908 04/24/2	eBay	04/24/2022	2,626.68	2,626.68	05/27/2022
3420 VISA		IT 6908 04/24/2	Fairfield inn slc	04/24/2022	145.69	145.69	05/27/2022
3420 VISA		IT 6908 04/24/2	Airbnb	04/24/2022	1,910.33	1,910.33	05/27/2022
3420 VISA		IT 6908 04/24/2	Garmin	04/24/2022	33.83	33.83	05/27/2022
3420 VISA		IT 6908 04/24/2	amazon	04/24/2022	78.99	78.99	05/27/2022
3420 VISA		IT 6908 04/24/2	hertz	04/24/2022	542.85	542.85	05/27/2022
3420 VISA		IT 6908 04/24/2	Maverik	04/24/2022	43.31	43.31	05/27/2022
3420 VISA		IT 6908 04/24/2	Marriott	04/24/2022	158.63	158.63	05/27/2022
3420 VISA		IT 6908 04/24/2	go daddy	04/24/2022	189.98	189.98	05/27/2022
3420 VISA		IT 6908 04/24/2	7-eleven	04/24/2022	46.88	46.88	05/27/2022
3420 VISA		LT 2 1123 04/2	travel expenses	04/24/2022	372.72	372.72	05/27/2022
3420 VISA		LT 2 1123 04/2	lecc conference	04/24/2022	200.00	200.00	05/27/2022
3420 VISA		LT 2 1123 04/2	sign up genius	04/24/2022	269.89	269.89	05/27/2022
3420 VISA		LT 2 1123 04/2	ace hardware	04/24/2022	12.71	12.71	05/27/2022
3420 VISA		PD 3 0355 04/2	delta	04/24/2022	1,863.71	1,863.71	05/27/2022
3420 VISA		PD 3 0355 04/2	travel expenses	04/24/2022	67.73	67.73	05/27/2022
3420 VISA		PD 3 0355 04/2	ups	04/24/2022	75.55	75.55	05/27/2022
3420 VISA		PD 3 0355 04/2	ripley's	04/24/2022	101.73	101.73	05/27/2022
3420 VISA		PD 3 0355 04/2	levity	04/24/2022	1,272.00	1,272.00	05/27/2022
3420 VISA		PD 3 0355 04/2	target	04/24/2022	151.05	151.05	05/27/2022
3420 VISA		PD 3 0355 04/2	Costco	04/24/2022	15.89	15.89	05/27/2022
3420 VISA		PD 3 0355 04/2	ups	04/24/2022	28.23	28.23	05/27/2022
3420 VISA		PD 3 0355 04/2	travel expenses	04/24/2022	128.53	128.53	05/27/2022
3420 VISA		PD 3 0355 04/2	amazon	04/24/2022	57.43	57.43	05/27/2022
3420 VISA		Planning 1 609	delta	04/24/2022	372.20	372.20	05/27/2022
3420 VISA		Planning 1 609	amazon	04/24/2022	98.74	98.74	05/27/2022
3420 VISA		Planning 1 609	Casper star tribune	04/24/2022	9.99	9.99	05/27/2022
3420 VISA		Planning 1 609	delta	04/24/2022	775.20	775.20	05/27/2022
3420 VISA		Planning 1 609	Allianz travel insurance	04/24/2022	59.46	59.46	05/27/2022
3420 VISA		Planning 1 609	mailchimp	04/24/2022	59.00	59.00	05/27/2022
3420 VISA		Planning 2 610	wyo planning assoc	04/24/2022	200.00	200.00	05/27/2022
3420 VISA		Planning 2 610	expedia	04/24/2022	868.28	868.28	05/27/2022
3420 VISA		Planning 2 610	sage publications	04/24/2022	37.50	37.50	05/27/2022
3420 VISA		Planning 2 610	Chicago books	04/24/2022	32.00	32.00	05/27/2022
3420 VISA		PW 1 8144 04/	asce	04/24/2022	183.75	183.75	05/27/2022
3420 VISA		PW 1 8144 04/	asce	04/24/2022	203.75	203.75	05/27/2022
3420 VISA		PW 1 8144 04/	american water works	04/24/2022	355.00	355.00	05/27/2022
3420 VISA		PW 1 8144 04/	abc-nv	04/24/2022	100.00	100.00	05/27/2022
3420 VISA		PW 1 8144 04/	Creekside	04/24/2022	571.00	571.00	05/27/2022
3420 VISA		PW 1 8144 04/	ac&s	04/24/2022	649.95	649.95	05/27/2022
3420 VISA		PW 1 8144 04/	cutty's	04/24/2022	246.87	246.87	05/27/2022
3420 VISA		PW 1 8144 04/	Albertson's	04/24/2022	52.37	52.37	05/27/2022
3420 VISA		PW 3 9688 04/	sidewinders	04/24/2022	118.58	118.58	05/27/2022
3420 VISA		PW 3 9688 04/	pass training	04/24/2022	100.00	100.00	05/27/2022
3420 VISA		PW 3 9688 04/	ceu plan	04/24/2022	29.45	29.45	05/27/2022
3420 VISA		PW 3 9688 04/	united	04/24/2022	432.20	432.20	05/27/2022
3420 VISA		PW 3 9688 04/	international code council	04/24/2022	99.00	99.00	05/27/2022
3420 VISA		Sergeant 1064	amazon	04/24/2022	339.20	339.20	05/27/2022
3420 VISA		Sergeant 1064	travel expenses	04/24/2022	585.27	585.27	05/27/2022
3420 VISA		Sergeant 1064	amazon	04/24/2022	475.88	475.88	05/27/2022
3420 VISA		Sergeant 1064	Albertsons	04/24/2022	186.96	186.96	05/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	Sergeant 1064	Creekside	04/24/2022	381.60	381.60	05/27/2022
3420	VISA	Sergeant 1064	amazon	04/24/2022	38.12	38.12	05/27/2022
3420	VISA	START 2 1214	Creekside lunch	04/24/2022	209.05	209.05	05/27/2022
3420	VISA	START 2 1214	staples	04/24/2022	173.59	173.59	05/27/2022
3420	VISA	START 2 1214	target	04/24/2022	32.57	32.57	05/27/2022
3420	VISA	START 2 1214	amazon	04/24/2022	30.73	30.73	05/27/2022
3420	VISA	START 2 1214	amazon	04/24/2022	15.89	15.89	05/27/2022
3420	VISA	START 2 1214	target	04/24/2022	47.06	47.06	05/27/2022
3420	VISA	START 2 9340	doodle	04/24/2022	83.40	83.40	05/27/2022
3420	VISA	VS 9126 04/24/	zoom	04/24/2022	317.79	317.79	05/27/2022
3420	VISA	VS 9126 04/24/	loaf n jug	04/24/2022	5.68	5.68	05/27/2022
3420	VISA	VS 9126 04/24/	staples	04/24/2022	46.06	46.06	05/27/2022
3420	VISA	VS 9126 04/24/	coca cola	04/24/2022	55.60	55.60	05/27/2022
3420	VISA	VS 9126 04/24/	ranch inn	04/24/2022	147.75	147.75	05/27/2022
3420	VISA	VS 9126 04/24/	ranch inn	04/24/2022	258.63	258.63	05/27/2022
3420	VISA	VS 9126 04/24/	cpa para idiomas	04/24/2022	679.80	679.80	05/27/2022
3420	VISA	VS 9126 04/24/	world nomads berkeley	04/24/2022	201.46	201.46	05/27/2022
3420	VISA	VS 9126 04/24/	centro panamericano de	04/24/2022	1,359.60	1,359.60	05/27/2022
3420	VISA	VS 9126 04/24/	pica's	04/24/2022	37.12	37.12	05/27/2022
Total 3420:					29,823.64	29,823.64	
5022	VISION SERVICE PLAN - (WY)	814645726	APRIL PREMIUM	03/17/2022	1,724.01	1,724.01	05/13/2022
Total 5022:					1,724.01	1,724.01	
517	WAM	17092	CONVENTION REGISTRATION P	05/17/2022	250.00	.00	
517	WAM	17092	CONVENTION REGISTRATION P	05/17/2022	250.00	.00	
Total 517:					500.00	.00	
563	WESTBANK SANITATION	3960888T022	TRASH PICK UP @ WWTP- APR	05/01/2022	29.47	.00	
563	WESTBANK SANITATION	3962982T022	TRASH REMOVAL @ 940 SIMON	05/01/2022	61.49	.00	
Total 563:					90.96	.00	
6788	WESTERN CHARTERS AND TO	70742	BUS SERVICE MARCH	05/05/2022	2,801.25	.00	
6788	WESTERN CHARTERS AND TO	70742	MARCH BUS SERVICE	05/05/2022	56,025.00	.00	
6788	WESTERN CHARTERS AND TO	73846	APRIL BUS SERVICE	05/05/2022	8,505.00	.00	
Total 6788:					67,331.25	.00	
1640	WESTERN STATE	IN002003744	CABLE AS	04/29/2022	104.32	.00	
Total 1640:					104.32	.00	
472	WHITE GLOVE CLEANING, INC.	8009	CLEAN SHELTERS	03/31/2022	3,048.13	.00	
472	WHITE GLOVE CLEANING, INC.	8018	JANITORIAL SUPPLIES @ TOW	04/28/2022	243.50	.00	
472	WHITE GLOVE CLEANING, INC.	8032	JANITORIAL SUPPLIES @ PARK	04/28/2022	124.00	.00	
472	WHITE GLOVE CLEANING, INC.	8039	TRASH BAGS	04/28/2022	220.00	.00	
472	WHITE GLOVE CLEANING, INC.	8068	JANITORIAL SERVICES CLEANI	04/30/2022	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	8070	JANITORIAL SERVICES CLEANI	04/30/2022	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	8091	CLEAN SHELTERS	04/30/2022	3,048.13	.00	
472	WHITE GLOVE CLEANING, INC.	910B	JANITORIAL SERVICES CLEANI	04/28/2022	198.00	.00	
472	WHITE GLOVE CLEANING, INC.	912B	JANITORIAL SERVICES CLEANI	04/28/2022	198.00	.00	
472	WHITE GLOVE CLEANING, INC.	914B	MOVE OUT CLEAN @ SK #16	04/28/2022	247.50	.00	
472	WHITE GLOVE CLEANING, INC.	915B	JANITORIAL SERVICES CLEANI	04/28/2022	49.50	.00	
472	WHITE GLOVE CLEANING, INC.	934B	JANITORIAL SERVICES CLEANI	04/28/2022	148.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	935B	JANITORIAL SERVICES CLEANI	04/28/2022	247.50	.00	
472	WHITE GLOVE CLEANING, INC.	936B	MOVE OUT CLEAN @ SK #22	04/28/2022	160.88	.00	
472	WHITE GLOVE CLEANING, INC.	937B	MOVE OUT CLEAN @ SK #23	04/28/2022	123.75	.00	
472	WHITE GLOVE CLEANING, INC.	938B	JANITORIAL SERVICES CLEANI	04/28/2022	247.50	.00	
Total 472:					8,858.89	.00	
5489	WRENCH IT PLUMBING & HEATI	9367	PROJ: SNOW KING RESORT- KI	05/21/2022	306.51	.00	
Total 5489:					306.51	.00	
3619	WY CHILD SUPPORT ENFORCE	052022	case #209790	05/20/2022	146.76	146.76	05/23/2022
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	052522	JUNE PREMIUM	05/25/2022	11,295.97	11,295.97	05/25/2022
Total 4139:					11,295.97	11,295.97	
4198	WYOMING FIRST AID & SAFETY	800015	first aid kit resupply	05/10/2022	121.75	.00	
4198	WYOMING FIRST AID & SAFETY	800018	FIRST AID SUPPLIES FOR PUBL	05/11/2022	326.21	.00	
Total 4198:					447.96	.00	
329	WYOMING RETIREMENT SYST	3073858254	May CONTRIBUTIONS	05/25/2022	127,055.80	127,055.80	05/25/2022
Total 329:					127,055.80	127,055.80	
1764	WYOMING.COM INC	20762363	DOMAIN HOSTING	05/05/2022	10.00	.00	
Total 1764:					10.00	.00	
6717	WY-TEST	39702	RANDOM	04/20/2022	80.00	.00	
6717	WY-TEST	39714	PRE EMPLOY	04/21/2022	160.00	.00	
6717	WY-TEST	39742	RANDOM	04/26/2022	105.00	.00	
6717	WY-TEST	39743	RANDOM	04/26/2022	80.00	.00	
6717	WY-TEST	39836	PRE-EMPLOY	05/01/2022	80.00	.00	
Total 6717:					505.00	.00	
2842	YELLOW IRON EXCAVATION, LL	69767	trash removal - 915 Simon Lane	04/30/2022	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	69868	TRASH REMOVAL @ 455 VINE	04/30/2022	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	69868	TRASH REMOVAL @ 455 VINE	04/30/2022	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	69868	TRASH REMOVAL @ 455 VINE	04/30/2022	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	69868	TRASH REMOVAL @ 455 VINE	04/30/2022	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	70008	trash removal @ 155 E PEARL	04/30/2022	130.00	.00	
2842	YELLOW IRON EXCAVATION, LL	70009	trash removal - ANIMAL SHELTE	04/30/2022	175.00	.00	
2842	YELLOW IRON EXCAVATION, LL	70010	SNOW KING TRASH	04/30/2022	640.00	.00	
Total 2842:					1,050.00	.00	
7023	ZEGARRA, DIEGO	051022	REIMBURSE FOR TRAVEL	05/10/2022	292.10	.00	
Total 7023:					292.10	.00	
Grand Totals:					1,518,494.27	248,866.48	

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

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	May 2, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Center for the Arts Benefit	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and/or restricted use of Town streets, services of Town employees, temporary parking restrictions, and temporary sign permission.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by the Community Foundation of Jackson Hole for the annual Old Bill's Fun Run event.

Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

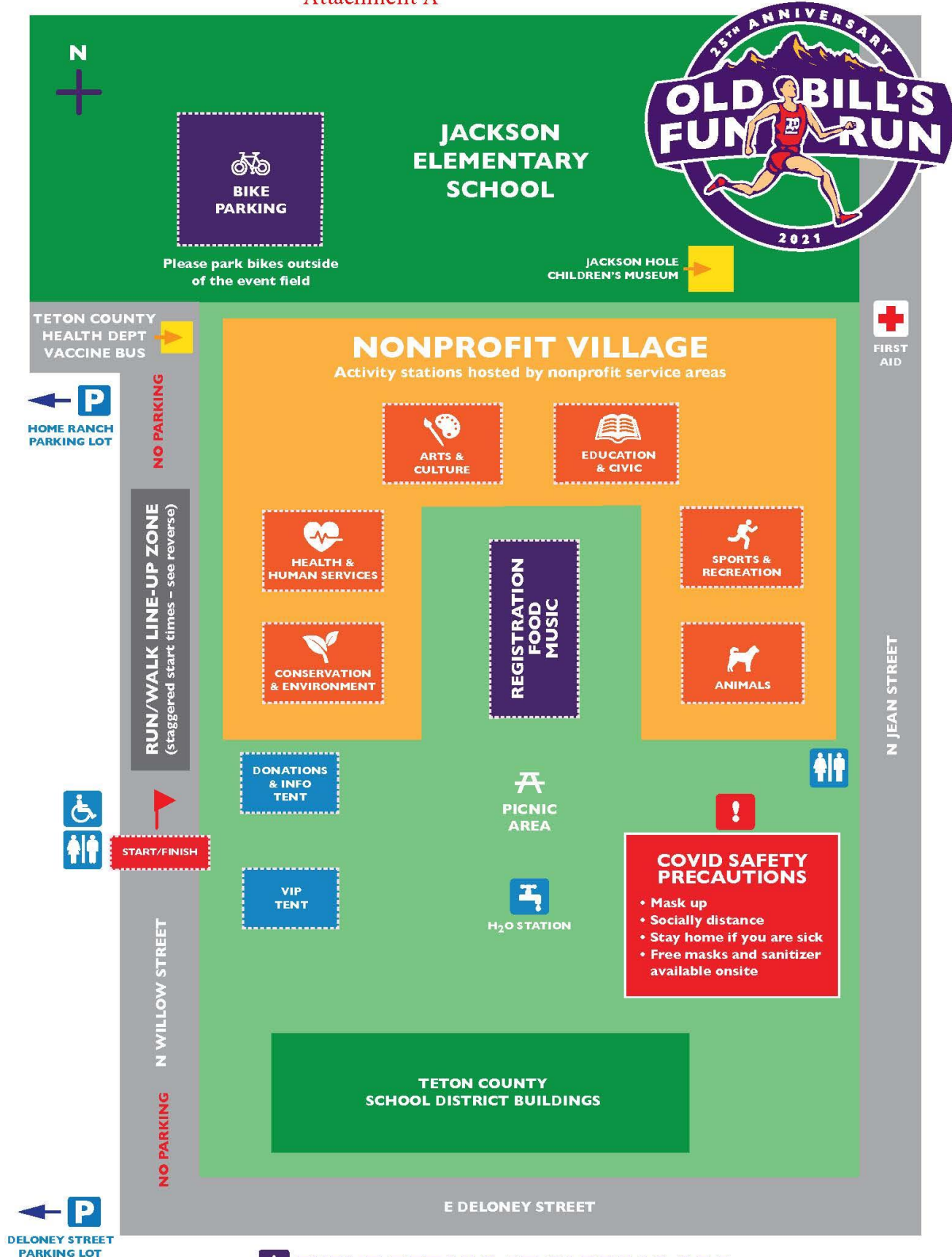
Background.

The applicant, the Community Foundation of Jackson Hole, is requesting to host their annual community fund raising event – a run/walk - on Saturday, September 10, 2022 between the hours of 8:00 A.M. and Noon. The event is scheduled to start and finish on property owned by the Teton County School District (the Jackson Elementary School Fields). Set-up will begin starting on Friday, September 9 and clean-up will be completed by Monday, September 12.

In past years Old Bill's Fun Run has utilized the Town Square and streets surrounding the Town Square for this event. The organizer has chosen to move the venue to create more space for the event. Permission to use the Jackson Elementary School Field has been granted by the Teton County School District.

The applicant will continue to work with the Teton County Health Department and make adjustments for hosting the Center for the Arts Benefit in accordance with the Center for Disease Control guidelines as well as following any existing COVID-19 state and local health orders that are in place. This application has been reviewed by the Teton County Health Department.

Attachment A



i EVENT DETAILS AT OLDBILLS.ORG

The applicant requests the following in association with the event:

- Permission for the closure of streets on the racecourse. Closures include:
 - **Willow Street** between Broadway and Gill on Saturday, September 9th at 6:00 A.M. through 2:00 P.M.;
 - **Gill Street** from Willow to King Street on Saturday, September 9th from 9:00 A.M. to 11:00 A.M.
- Permission to post “No Parking” Signs on roads associated with the event walk/run route.
 - **Jean Street** from Gill to Deloney Saturday, September 9th from 6:00 A.M. to 2:00 P.M.;
 - **Deloney Street** from Willow to Jean on Saturday, September 9th from 6:00 A.M. to 2:00 P.M.;
 - **East Broadway (westbound)** from Willow to Nelson on Saturday, September 9th from 6:00 A.M. to 2:00 P.M. Open to traffic with volunteers posted to ensure safety.
 - **Hansen Avenue** from Willow to Nelson on Saturday, September 9th from 6:00 A.M. and 2:00 P.M. Open to traffic with volunteers posted to ensure safety; and,
 - **Nelson Street** between Hansen and Broadway on Saturday, September 9th from 6:00 A.M. to 2:00 PM. An Event Plan with detailed closure requests is attached.
- Permission to post “No Parking” signs on North Willow Street (between Gill and E. Deloney) as depicted in the map above. The applicant will be responsible for the production, posting, and removal of the signage.
- Permission for amplified music associated with live or recorded music beginning at 7:00 A.M. on Saturday, September 10.
- Permission for a lead race vehicle (Jackson Police Department).
- An exposition license permit from Town staff.
- No Parking signs posted along Nelson Drive between Hansen and Broadway for the day of the event between the hours of 8:00am and 11:00am. The road is narrow on this portion of the course and it is challenging to accommodate the number of participants with cars present. The applicant does not anticipate that any enforcement/towing would be necessary rather the applicant believes that having ‘no parking’ signs in place would significantly reduce the number of cars thus making the event more manageable. The applicant requests that no parking be in effect between the hours of 8:00am until 11:00am on the day of the race.
- Police Department assistance with traffic control, street closures and posting of signage.
- Use of Town barricades and cones and Public Works assistance with check out and check in of barricades and cones.
- Parks & Recreation Department assistance with irrigation locates including access to electricity and water, and sprinkler shut off.
- Approval for temporary banners in various locations around Town in the weeks prior to the event, as well as sundry signs and banners on/around Town Square the day of the event per the Temporary Sign Permit Applications attached to this staff report.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event organizers are cognizant of the Center for Disease Control and Prevention’s COVID guidelines for outdoor events. Staff will meet with event organizers prior to the event.

Possible Alternatives.

- Approve the request with modifications
- Deny the request
- Other

Comprehensive Plan & Priority Alignment.

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

Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

Fiscal Impact.

Fiscal impact includes income from Exposition License totaling \$247 a special event application fee of \$27. A total income of \$274 is expected from this event.

Staff Impact.

- Processing permits (approximately 1 hour),
- securing town equipment from Public Works (approximately 1 hour),
- departmental review of application (approximately 3 hours of total staff time),
- pre-event meetings with the applicant (approximately 4 hours of total staff time),
- preparation of staff report (approximately 2 hours),
- follow-up actions (approximately 2 hours),
- On duty Police Officers for possible towing of cars and being a general presence at the event (approximately 8 hours).
- Public Works staff assisting with barricades, road signs and road closures (approximately 4 hours)

In total approximately 25 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The event will be subject to the review of the Teton County Health Department.
2. The event shall abide by any state or local health order in place.
3. The applicant shall clean up immediately following the event and shall be responsible for the collection and removal of all refuse generated by the event, including recycled material. Additional trash receptacles are required.
4. Emergency vehicle access lanes must be maintained at all times on all closed or blocked streets.
5. Signs signifying 2K, 5K and 10K turnarounds must be clearly marked.

6. All efforts must be made to contain spectators to the sidewalks and out of the middle of the streets.
7. The applicant shall conduct the event in a timely, safe and professional manner.
8. The applicant shall coordinate all road closures with START, Public Works and the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.
9. The applicant shall obtain the necessary food service permit from Teton County Environmental Health.
10. The applicant shall coordinate the event with and honor all agreements with the Farmers Market
11. The applicant shall notify, in advance, all businesses and residences that may be affected by the road closures and the approved race route.
12. The applicant shall obtain a sign permit from the Building and Planning Department for any additional signage/banners.
13. The applicant shall provide to the Town in advance of the event an insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions.
14. The Parks and Recreation Department is requesting that the applicant utilize the water available at the water bottle station for all drinking water needs if there is a place for a water connection in the JES fields.
15. All clean up shall be completed by 4:00 P.M. on race day.
16. The applicant shall not block walkways or otherwise obstruct pedestrian traffic.
17. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
18. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits or booths may be secured to any live forestry.
19. Barricade delivery and pick up shall be coordinated through the Public Works Department. The applicants shall be responsible for barricade setup, placement and disassembly.
20. All tents, tarps or items that are in emergency vehicle access lanes shall be affixed temporarily and shall be capable of being removed quickly in the event of emergency.
21. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
22. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
23. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6)
24. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
25. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).
26. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
27. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
28. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
29. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
30. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
31. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 –

3104.15.7).

32. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
33. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
34. The applicant shall be responsible for the pick up and return of all barricades and road signs from the Public Works Department. The applicant shall coordinate a pick up and drop off schedule for all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
35. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
36. Crowd Managers: For events having over 1000 participants, trained crowd managers shall be established at a ratio of one crowd manager to every 250 persons (IFC403.3). There is a link to an on-line Crowd Manager Training Program on the Jackson Hole Fire / EMS website.
37. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website too.

Attachments or Links.

Special Event Application

Site Maps

Requested Street Closure, No Parking and START Impact

Notice to Neighbors

Equipment and Services Requested

Noise Permit Application

Temporary Sign Applications

Certificates of Insurance

Recycling and Trash Operations

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

I move to approve the special event application made by The Jackson Hole Community Foundation for the annual Old Bill's Fun Run event on Saturday, September 10, 2022 subject to the conditions and restrictions listed in the staff report.



May 10, 2022

Mayor Hailey Levinson and Jackson Town Council
Mr. Carl Pelletier, Town of Jackson Special Events and Public
Information Officer
P. O. Box 1687, Jackson, WY 83001

Re: Special Event Permit for Old Bill's Fun Run 2022

Dear Mayor Levinson, Town Councilors, and Mr. Pelletier,

On behalf of the Community Foundation of Jackson Hole, I am pleased to submit a Special Event Permit application for Old Bill's Fun Run to take place on Saturday, September 10, 2022.

Each year the Community Foundation works with the Town of Jackson, Fire/EMS, local law enforcement, and hundreds of volunteers to ensure a safe and fun community event. In the context of the pandemic, the Community Foundation is also working with the Teton County Health Department to follow to all guidance for gatherings and events.

The Old Bill's run/walk route is similar to 2019 with the exception of starting and finishing on Willow St near Jackson Elementary School fields (where the nonprofit booth's, food, and entertainment will take place). Participants will begin the run/walk heading south on Willow Street, proceed east on Hansen, north on Nelson, to head out on the National Elk Refuge. (Note: The Community Foundation has secured a special use permit from the NER for the segment on federal land.) The return route exits the Refuge and heads west on Broadway till turning north to the finish line on Willow Street.

We are looking forward to being back together in person and hosting this community wide celebration of philanthropy. Thank you for your consideration, and please contact me with any questions.

Sincerely,

Suzanne Rees (*she/her*)

Old Bill's & Special Projects Coordinator



Community Foundation
OF JACKSON HOLE

Office: (307) 739-1026 Cell: (337) 344-8309
cfjacksonhole.org
245 E. Simpson Ave, PO Box 574, Jackson, WY 83001

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Old Bill's Fun Run

Name of Organization: Community Foundation of Jackson Hole

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

Mailing Address: P.O. Box 574

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Suzanne Rees

Email Address: srees@cfjacksonhole.org

Work Phone: 307-739-1026 Cell Phone: 337-344-8309

EVENT INFORMATION

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

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

Old Bill's is a fundraiser for 200+ local nonprofits. Over the events 25-year lifetime, it has

Location of Event: Jackson Elementary School Fields Alternative Location: _____

Date(s) of Event: Saturday, September 10 Event Operating Hours: 8am - 12pm

Event Set Up Begins Date: September 09, 2022 Time: 8am

Event Clean Up Ends Date: September 10, 2022 Time: 2pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,500+ Total Event: 3500+

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Annie Riddell Cell Phone: 307-690-5284

EVENT SITE PLAN

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

- | | |
|--|--|
| ☒ Tents (X) | ☒ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☒ Portable Toilets (T) | ☒ Hand Washing Sink (HWS) |
| ☒ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☒ Garbage Receptacles (G) | ☒ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☒ Security (P) JH Security on-site |
| ☒ Fire Lane (FL) | ☒ Fire Extinguishers (EX) Sept. 9, 6pm - Sept. 10, 6am |
| ☒ First Aid / EMS (FA) | ☒ Barricades (B) |
| ☐ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☒ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time
-------------------------	---------	------------	----------

See attachment C

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

Will the event restrict / close access to any public parking spaces? ☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: ~75 parking spaces

Will the event closure requests impact any START Bus routes? ☒ Yes ☐ No

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

Route Description: East Jackson START Bus contacted? ☒ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients? ☒ Yes ☐ No See attachment D

Special Event Application

TOWN EQUIPMENT REQUESTS

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

35 _____ Large Street Barricades	2 _____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	5 _____ "Local Traffic Only" Street Signs
45 _____ 28 Inch Street Cones	_____ "Detour" Street Signs
30 _____ Candlestick Cones	_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

See attachment E

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Irrigation locates are requested - but I think TCSD will

for JES fields (but figured I'd indicate here as well).

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☒ Foot Patrol

☒ Ambulance

☒ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: Lily Mohler of Jackson Hole Fire/ EMS serves on the Old

Run Committee and will help with coordination. In addition, we are requesting the giant American

flag to be hung over the start line using the ladder trucks again.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: See attachment C

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 7am Finish Time: 12pm

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

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

See attachment F

SIGN or BANNER REQUESTS

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

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

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

See permits 1-3

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

See attachments H1-5

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☒ Yes

☐ No

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

Total Number of Portable Toilets: 17 Number of ADA Accessible Portable Toilets: 1

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: Sept. 10 Time for Drop Off: 6am

Date for Pick Up: Sept. 10 Time for Pick Up: 1pm

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

No merchandise is sold at Old Bill's although same-day run/walk registrants are charged \$20/person and \$50/family. Registration is free prior to Run day. Income benefits local nonprofits.

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

If "Yes", which company will you be using? Westbank Sanitation

How many trash receptacles will be supplied for your event? 12 rolling cans and one roll-off

When will the trash receptacles be delivered? Afternoon for Friday, Sept. 9

When will the trash receptacles be picked up and removed from site? Morning of Monday, Sept.

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

See attachment i

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? Teton County Integrated Solid Waste & Recycling/

How many recycling receptacles will they (or you) supply for your event? 28 cans

When will these recycling receptacles be delivered? Afternoon of Friday, Sept. 9

When will recycling receptacles be picked up and removed from site? Morning of Monday, Sept. 12

Describe your plan for collection and removal of recyclable materials during your special event:
See attachment i

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

Old Bill's plans the following changes in 2022.

- Host an in person event!
- Small route changes from 2019- see attachment B
- Moving Old Bill's to the Jackson Elementary School (JES) fields, which offers much more space to spread out than our historical event venue at Town Square. (TCSD permission has been secured).

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: SR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: SR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: SR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: SR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: SR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

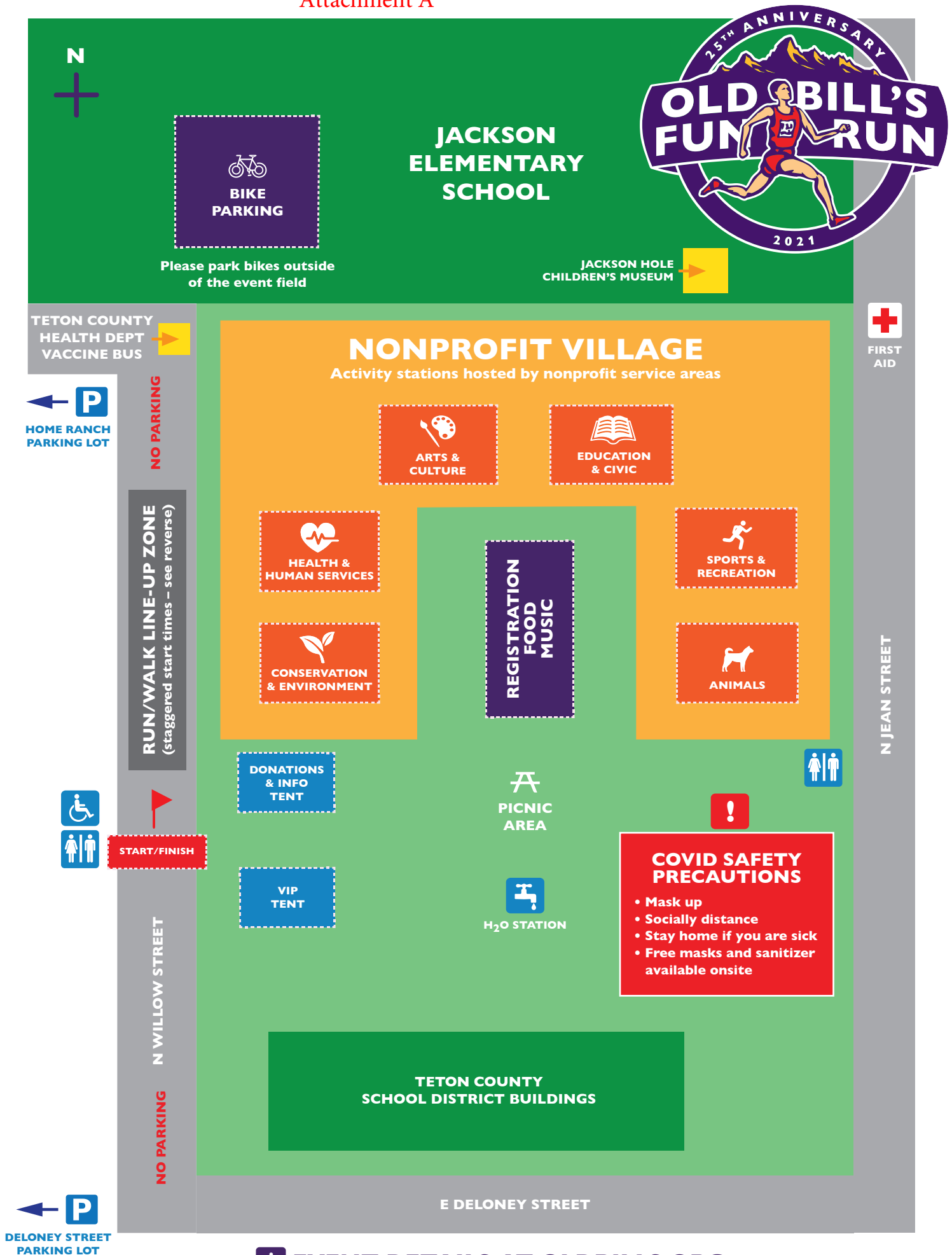
I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: _____
Signature

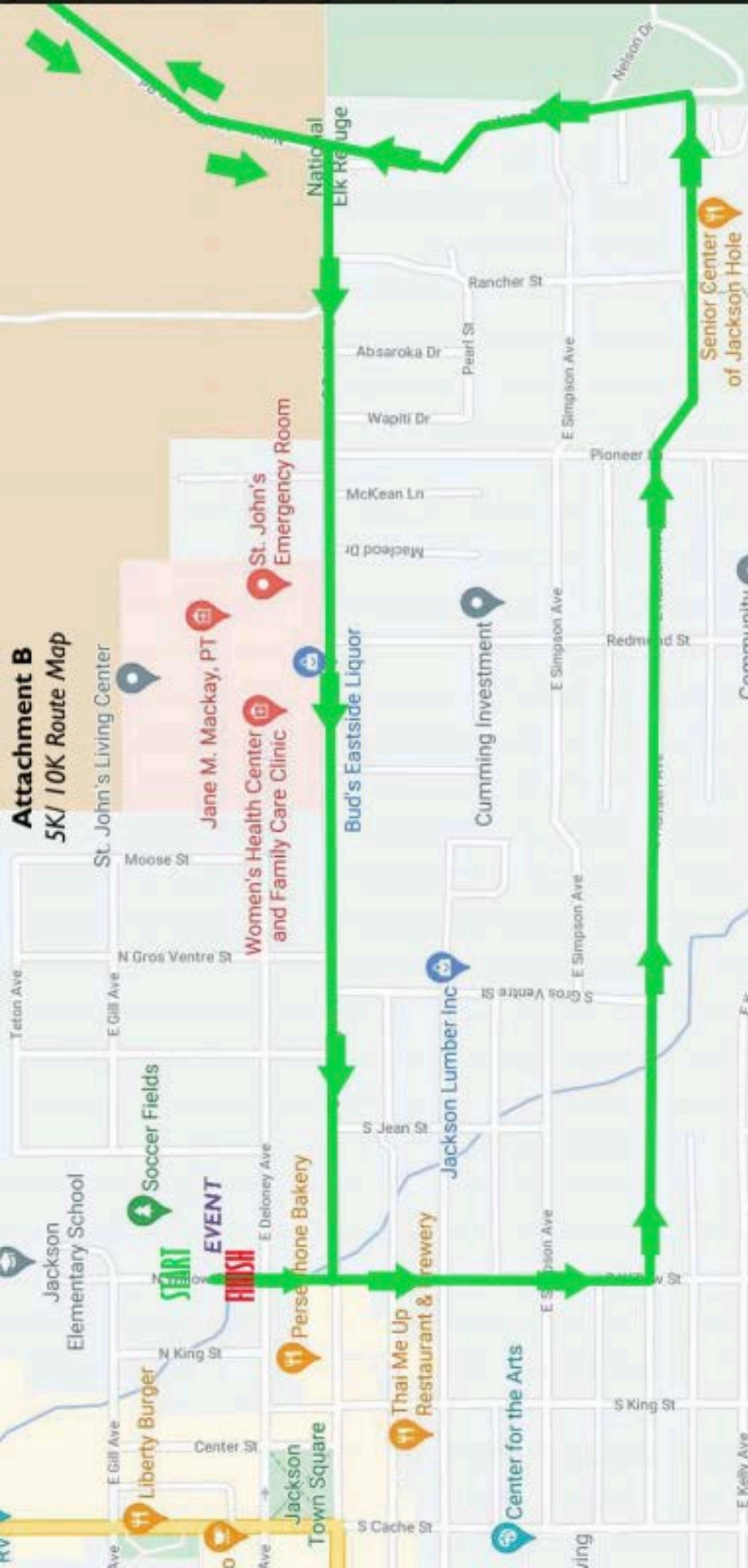
APPLICANT: _____
Printed Name

DATE: _____

TITLE: Old Bill's Coordinator



Attachment B
5K/ 10K Route Map



Attachment C

Requested Street Closures, No Parking Signage and START Bus Impact

I. Requested Street Closures

Willow Street

Broadway to Gill

Saturday, 9/10 6am – 2pm

Gill Street

Willow to King St

Saturday, 9/10 9am – 11am

II. No Parking - for Fun Run/ Walk route

Jean St (near JES field)

Gill to Deloney

Deloney Street (near JES field)

Willow to Jean

Willow Street (run route)

Open to traffic with volunteers posted to ensure safety

East Broadway Avenue (run route)

Open to traffic with volunteers posted to ensure safety

Hansen Avenue (run route)

Open to traffic with volunteers posted to ensure safety

Nelson Street (run route)

Open to traffic with volunteers posted to ensure safety

Old Bill's coordinator Suzanne Rees will post no parking signs with a volunteer team on Sept. 8- Sept. 9. Team is versed on where and how to post them – with help from Annie Riddell, who shadowed a CSO team posting for Old Bill's 2017, then posted independently in 2018 & 2019.

Suzanne and volunteers will post no parking signage on all the streets scheduled for closure, as well as on run route to prepare for the high volume of Old Bill's participants. Police enforcement is not required; signs alone should adequately reduce number of cars/boats parked on roads.

III. START Bus Impact - Deloney & Willow

We have reached out to START Bus Director Bruce Abel and informed the team of the Old Bill's date, time and run/walk route. We will work to find a solution with the Deloney Ave Bus Shelter. START has suspended East Jackson bus service Old Bill's 2015 – 2019 with no registered complaints from area residents or businesses.



Attachment D

Draft Event Notice to Neighbors

TO: Homes and businesses along the route of Old Bill's Fun Run 2022

FROM: Community Foundation of Jackson Hole

RE: Activity on your street on Saturday, September 10 from 10:00-11:30am

An estimated 3,000+ people are expected to participate in Old Bill's Fun Run 2022, a community-wide celebration that encourages philanthropy. Over the 25-year lifetime of the event, Old Bill's has raised over \$208 million for local nonprofits.

This year's run/walk is on **Saturday, September 10**. It starts at 10:00 AM from Jackson Elementary School (JES) field. The runners and walkers will follow the route down Willow, Hansen, and Nelson streets out to the National Elk Refuge. They will return on East Broadway to Willow to finish at JES field. Area streets are generally clear of event participants by 11:30am.

Because your home or business is located along the run/walk route, I want to alert you to activity on your street the morning of September 10. The Jackson Police Department will work with our volunteers to direct vehicular and pedestrian traffic. Please consider not driving on the course while the run/ walk is in progress; delays can be expected. To ease congestion, we ask that you move your vehicles off the street if possible.

Please also be aware of family-friendly amplified music between 10:00 – 11:30am at the corner of Redmond and East Hansen, in front of the Senior Center of Jackson Hole on East Hansen, and in front of St. John's Medical Center on East Broadway.

I invite you to participate in Old Bill's 2022! Find information online at **oldbills.org** or at the Community Foundation office at 245 East Simpson Avenue. Thanks in advance for your understanding and support. Hope to see you on September 10!

Sincerely,

Suzanne Rees
Old Bill's Coordinator
srees@cfjacksonhole.org

Attachment E
Equipment and Services Requests

I. Equipment

The Community Foundation requests delivery of the following equipment from Public Works on Friday, September 9:

- 16 metal street barricades to JES field
- 6 yellow barricades to JES field
- 20 candlesticks and 30 cones to JES field
- 1 yellow barricades to Deloney and N. King Street
- 1 independently-standing “Road Closed Ahead” sign to the corner of Gill and King
- 4 yellow barricades to Broadway and Willow
- 2 yellow barricades to Willow and Hansen
- 2 yellow barricades to Willow and Simpson
- 2 yellow barricades to Willow and Pearl
- 2 yellow barricades to Hansen and Redmond
- 15 orange cones at entrance of the National Elk Refuge
- 20 orange cones and/or candlesticks at 5K turnaround on National Elk Refuge Road (0.4 miles from entrance at Broadway)
- Conveyor belt material for cattle guard on National Elk Refuge

In addition to the above equipment for Run Day, the Foundation requests use of:

- 10 street cones and 10 small sandwich boards for no parking signage posting around JES field and in various locations along the Old Bill’s route. Suzanne Rees will coordinate with Sam Jewison regarding pick-up times. These items will be batched together with other TOJ equipment for Public Works pick-up after the event.

II. Police Services

Consistent with Old Bill’s in past years, the Community Foundation requests the following support from the Jackson Police Department:

- N. Willow & Deloney Street closure
 - Historically CSOs have managed the closure of requested streets at 8am on Friday before Run Day, including towing. The Foundation would be grateful for this continued service on September 10 and is pleased to provide any support needed.
- Ticketing/towing on Run Day
 - CSOs are always helpful with the ticketing and towing of cars on closed streets in the early morning hours of Run Day. The Foundation would be grateful for this continued service on September 11 and is pleased to provide any support needed.
- Traffic control along the run/walk route
 - In tandem with the Old Bill’s traffic control team, comprised of 50+ volunteers from Teton Science Schools, event organizer Suzanne Rees will communicate

with the Jackson Police Department on traffic management plans and troubleshooting potential problems in advance.

- Race lead vehicle
 - Two officers on electric motorcycles, as have been provided in the past, would be much appreciated on September 10, 9:30A on Willow at JES. These officers add to both the safety and festivity of the race.
- Police presence at the Start Line & Finish Line (N Willow at JES field)
 - We defer to the Police Department as to how many officers are allotted for this purpose.



JACKSON POLICE DEPARTMENT NOISE PERMIT APPLICATION

Please submit completed application at least 3 working days prior to event, either via fax (307-733-3241) or email to jpdic@jacksonwy.gov.

EVENT SPONSOR / APPLICANT (Person responsible for event and noise complaints)

PLEASE PRINT AND USE A BLACK OR BLUE INK PEN.

Name: Suzanne Rees Date of Birth: 02/10/1990

Signed: Suzanne Rees Phone number: (337) 344-8309 -

Date of Application: May 13, 2022

Mailing Address: <u>PO Box 574</u>	Jackson	WY	83001
	City	State	Zip Code
Street Address: <u>245 E Simpson Ave</u>	Jackson	WY	83001
	City	State	Zip Code

EVENT INFORMATION:

Type of Event: Nonprofit Fundraiser
(Birthday Party, Baptism, Wedding, Reception, Concert, Employee Party, etc.)

Location of Event: JES Field & East Jackson walk/run route

Physical Street Address: See attachment B

Date(s) of Event: Saturday, September 10, 2022

Starting Time of Event: 6am setup a.m./p.m.

Ending Time of Event: 2pm a.m./p.m.

***Please be advised that noise permits
will not extend beyond 11 p.m.***

Please **circle** the type of noise planned: Live music Band D.J. Acoustic
Amplified Music Sound System

Other: _____

Band Name: JH Community Band **or** name of person providing music: _____

Telephone number for Band or person providing music: 307-200-9463 / office@jhband.org

**TEMPORARY SIGN PERMIT APPLICATION****Planning & Building Department**

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

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

EVENT NAME:

Event Name: Old Bill's Fun Run Physical Address of Event: Jackson Elementary School field
 Description of Event: Fundraiser for 200+ local nonprofits
 Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name: Suzanne Rees

Mailing Address: Suzanne Rees Phone: 307-739-1026
 E-mail: PO Box 574, Jackson, WY 83001 ZIP: 83001
srees@cfjacksonhole.org Non-Profit: ☒ Yes For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A Business/Description: <u>Community Foundation of Jackson Hole</u> Physical Address: <u>245 E Simpson Ave</u> Dates of Display: <u>August 12 - September 16</u> Consent from Owner Obtained? Yes ☒ No ☐	Business/Description: <u>Albertsons</u> Physical Address: <u>50 Buffalo Way</u> Dates of Display: <u>Sept. 2 - 16</u> Consent from Owner Obtained? Yes ☒ No ☐	C
B Business/Description: <u>Community Foundation of Jackson Hole</u> Physical Address: <u>245 E Simpson Ave</u> Dates of Display: <u>August 12 - September 16</u> Consent from Owner Obtained? Yes ☒ No ☐	Business/Description: <u>Business CoChallenger Storefronts</u> Physical Address: <u>See attached</u> Dates of Display: <u>August 12-Sept. 16</u> Consent from Owner Obtained? Yes ☒ No ☐	D

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

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

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

Suzanne Rees

Signature of Authorized Event Applicant

Suzanne Rees

Applicant Name Printed

5/13/22

Date

Old Bill's Coordinator

Title

Permit 1 Narrative

Due to our success in 2020 & 2021 Community Foundation is planning on accompanying our Run Day plan with an equally robust advertising and marketing plan, we are hoping to reach people through an extended Giving Season promotion (August 13-September 17) as we did in 2020 & 2021. We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Community Foundation

Aug 12 - Sept 16

4x6' multi-colored vinyl Old Bill's banner

Location: Community Foundation balcony,
245 East Simpson Avenue

Aesthetic: same style as banner at right



B. Community Foundation

Aug 12 - Sept 16

8'x4' multi-colored vinyl Old Bill's banner

Location: Community Foundation front porch,
245 East Simpson Avenue

Aesthetic: same style as banner at right



C. Albertsons

Sept. 2-Sept 16 (with possible extension the week before)

12x14' multi-colored vinyl Old Bill's banner

Location: Albertsons storefront/banner area

Aesthetic: see right (date will be updated for 2020)

Note: Albertsons management has approved banner.



D. CoChallenger Banners

Over 70 "CoChallengers" collectively provide millions in matching funds through Old Bill's Fun Run. They donate at multiple tiers between \$25K and \$500K. Roughly ¾ of the CoChallenger group is comprised of couples and family foundations, and about a quarter are businesses.

The Community Foundation requests permitting for its Old Bill's 2022 business CoChallengers to hang 3x8' vinyl banners on their storefronts during giving season, August 12- Sept 16. (Sept. 2- Sept 16 if it needs to be a 2 week time frame.)

The banners are modeled after this one:



Following are 2021 business CoChallengers with locations inside Town of Jackson limits. * Please note that CoChallenger recruitment is ongoing throughout the year:

Business Co-Challenger	Location(s)
Bank of Jackson Hole	10 East Pearl St, 975 West Broadway, 990 West Broadway
First Republic Bank	545 West Broadway
Graham-Faupel- Mendenhall	80 West Broadway
Rocky Mountain Bank	890 West Broadway
Rusty Parrot Lodge/Harrison Family	175 North Jackson St (banner to go on construction fence)
Crystal Creek Capital	275 Veronica Ln, Jackson, WY 83001 + hotel properties
J Singleton Financial	170 E Broadway Ave Ste 100d, Jackson, WY 83001
Osprey Beverages	4255 S US Highway 89, Jackson, WY 83001 ·
Wells Fargo	112 North Center St, 50 Buffalo Way
WRJ Designs	30 South King St
Zions Bank	25 South Willow St #201
Whole Foods	1155 US-89, Jackson, WY 83001
Y2 Consultants	180 S Willow St, Jackson, WY 83001

**TEMPORARY SIGN PERMIT APPLICATION****Planning & Building Department**

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

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

EVENT NAME:

Event Name: Old Bill's Fun Run Physical Address of Event: JES Field
 Description of Event: Fundraiser for 200+ local nonprofits
 Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Suzanne Rees Phone: 307-739-1026
 E-mail: PO Box 574, Jackson, WY 83001 ZIP: 83001
srees@cfjacksonhole.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A Business/Description: <u>Race Route</u> Physical Address: <u>Willow St</u> Dates of Display: <u>Sept. 9 - 10</u> Consent from Owner Obtained? Yes ☒ No ☐	Business/Description: <u>Maple Way at Powderhorn Ln</u> Physical Address: <u>1098 Maple Way</u> Dates of Display: <u>August 12 - Sept. 16</u> Consent from Owner Obtained? Yes ☒ No ☐ C
B Business/Description: <u>Teton County Library</u> Physical Address: <u>125 Virginian Ln</u> Dates of Display: <u>August 12 - September 16</u> Consent from Owner Obtained? Yes ☒ No ☐	Business/Description: <u>Milward St at Hansen Ave</u> Physical Address: <u>180 W Hansen Ave</u> Dates of Display: <u>Aug. 12 - Sept. 16</u> Consent from Owner Obtained? Yes ☒ No ☐ D

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

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Suzanne Rees

Signature of Authorized Event Applicant

Suzanne Rees

Applicant Name Printed

5/13/22

Date

Old Bill's Coordinator

Title

Permit 2 Narrative

Due to our success in 2020 & 2021 Community Foundation is planning on accompanying our Run Day plan with an equally robust advertising and marketing plan, we are hoping to reach people through an extended Giving Season promotion (August 12-September 16) as we did in 2020 & 2021. We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Start & Finish Lines September 9-10

The Community Foundation requests to hang 35+ Old Bill's-related vinyl banners around JES field the afternoon of Friday, September 9 until afternoon on Saturday, September 10.

Roughly half of these banners provide event-specific information to Old Bill's participants. They include:

- ☐ Start Line banner
- ☐ Donations & Information booth banners
- ☐ Runners/walker registration and directional banners at event site and along the run/walk route
- ☐ Food service information banners



The other half of the proposed Run Day banners acknowledge Old Bill's CoChallengers ~ donors at the \$25K, \$35K, \$50K, \$100K, \$250K, and \$500K tiers who collectively provide millions in matching funds to the event. The Community Foundation hopes to acknowledge these generous donors in two prominent locations:

1. 3-4 4x6' banners listing CoChallengers around the event's Food Tent at JES field
2. 13-18 3x8' business Co-Challenger banners hung from barricades along the Fun Run Route down Willow St

As always, the Community Foundation is requesting permission from all involved businesses to hang CoChallenger banners on their storefronts.



B. Teton County Library

August 12 - September 16

Two 3x12' Old Bill's banners

Location: Hanging from posts outside library

125 Virginian Lane

Aesthetic: Collages of local nonprofit impact photos

**We have received permission from the library to hang for the entire 5 week giving season pending Town approval.

C. Maple Way at Powderhorn Ln

August 12 - September 16 (OR Sept. 2-Sept 16)

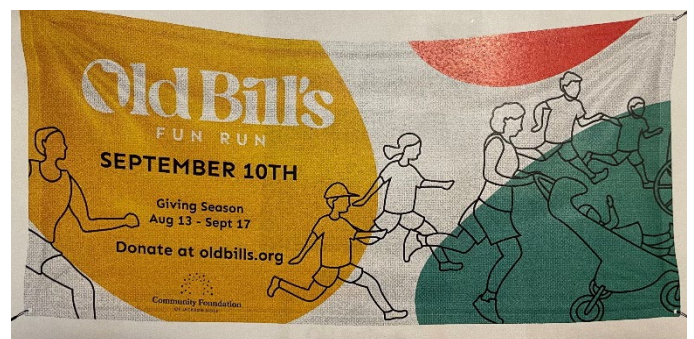
4x8' multi-colored vinyl Old Bill's banner

Location: Vacant lot near Prugh Real Estate

1098 Maple Way

Aesthetic: Same style as banner at right

* Have gotten approval from land owner to hang banner the entire 5 week giving season, but will also accept 2 weeks



D. Milward St at Hansen Ave

August 12 - September 16

4x5' multi-colored vinyl Old Bill's banner Location: Middle
portion of three-piece fencing along private residence
180 W Hansen Ave

Aesthetic: Same style as banner above

* Have gotten approval from land owner to hang banner the
entire 5 week giving season, but will also accept 2 weeks (Sept.
2-Sept 16)

**TEMPORARY SIGN PERMIT APPLICATION****Planning & Building Department**

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

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

EVENT NAME:

Event Name: Old Bill's Fun Run Physical Address of Event: JES Field

Description of Event: Fundraiser for 200+ local nonprofits

Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Suzanne Rees Phone: 307-739-1026

E-mail: PO Box 574, Jackson, WY 83001 ZIP: 83001

srees@cfjacksonhole.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Miller Park Basketball backstop

Physical Address: 257 W Deloney Street

Dates of Display: August 12 - Sept. 16

Consent from Owner Obtained? Yes ☒ No ☒

Business/Description: Missing Sock

Physical Address: 1325/ 1405 S Hwy 89

Dates of Display: Sept. 2 - 16

Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Staples

Physical Address: 520 E Broadway

Dates of Display: Sept. 2 - 16

Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Healthy Being Cafe & Juicery

Physical Address: 165 East Broadway

Dates of Display: Sept. 2 - 16

Consent from Owner Obtained? Yes ☒ No ☐

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

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Suzanne Rees

Signature of Authorized Event Applicant

Suzanne Rees

Applicant Name Printed

5/13/22

Date

Old Bill's Coordinator

Title

Permit 3 Narrative

Due to our success in 2020 & 2021 Community Foundation is planning on accompanying our Run Day plan with an equally robust advertising and marketing plan, we are hoping to reach people through an extended Giving Season promotion (August 12-September 16) as we did in 2020 & 2021. We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Miller Park basketball backstop to replace the Snowking baseball backstop?

Sept 2 - September 16

Two ~12x6' multi-colored vinyl Old Bill's banners

Location: Backstop at Miller Park

Aesthetic: Same style as banner at right



B. Staples

September 2 - September 16

3x5' multi-colored vinyl Old Bill's banner

Location: Corner of HWY 26 and Flat Creek Dr

520 W Broadway

Aesthetic: Same style as banner at right



C. Missing Sock

September 2 - September 16

3x10' multi-colored vinyl Old Bill's banner

Location: Grass lawn on corner of HWY 89 and High School Rd.

1325/1405 S HWY 89

Aesthetic: Same style as banner at right

D. Healthy Being Cafe & Juicery

September 2 - September 16

2x10' multi-colored vinyl Old Bill's banner

Location: adjacent to Broadway sidewalk

165 East Broadway

Aesthetic: Same style as banner at right



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

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

PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Selda Baumberger PHONE (A/C, No, Ext): (307) 732-5956 FAX (A/C, No): E-MAIL ADDRESS: selda.baumberger@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Community Foundation of Jackson Hole PO Box 574 Jackson, WY 83001	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2367440	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WY STOP GAP \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2367440	2/27/2022	2/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB799497	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Teton County Park & Rec Department - Old Bill's Fun Run
PO Box 811
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 245 E Simpson Ave Jackson, WY 83001-8482
Name Of Person(s) Or Organization(s) (Additional Insured): Teton County Parks & Recreation
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



COMMFOU-03

SBAUMBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

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PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Selda Baumberger PHONE (A/C, No, Ext): (307) 732-5956 FAX (A/C, No): E-MAIL ADDRESS: selda.baumberger@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Community Foundation of Jackson Hole; Community Foundation of Teton Valley PO Box 574 Jackson, WY 83001	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2367440	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WY STOP GAP \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Teton County School District #1
PO Box 568
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Teton County School District #1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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COMMFOU-03

SBAUMBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

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INSURED Community Foundation of Jackson Hole PO Box 574 Jackson, WY 83001	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2367440	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WY STOP GAP \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2367440	2/27/2022	2/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB799497	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Teton School District #401 PO Box 775 Driggs, ID 83422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Teton School District #401

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COMMFOU-03

SBAUMBERGER

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INSURED Community Foundation of Jackson Hole Community Foundation of Teton Valley PO Box 574 Jackson, WY 83001	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Teton Science School
700 Coyote Canyon Rd
Jackson, WY 83001

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AUTHORIZED REPRESENTATIVE



COMMFOU-03

SBAUMBERGER

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	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Community Foundation of Jackson Hole PO Box 574 Jackson, WY 83001	INSURER B :	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2367440	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WY STOP GAP \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2367440	2/27/2022	2/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB799497	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Town of Jackson
PO Box 1687
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 245 E Simpson Ave Jackson, WY 83001-8482
Name Of Person(s) Or Organization(s) (Additional Insured): Town of Jackson
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



COMMFOU-03

SBAUMBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

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

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

PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Selda Baumberger PHONE (A/C, No, Ext): (307) 732-5956 FAX (A/C, No): E-MAIL ADDRESS: selda.baumberger@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Community Foundation of Jackson Hole; Community Foundation of Teton Valley PO Box 574 Jackson, WY 83001	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK2367440	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WY STOP GAP \$ 1,000,000
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A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB799497	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

USFWS/National Elk Refuge
PO Box 510
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rene LeBeau

Attachment I

Recycling, Composting and Trash Operations

Teton County Integrated Solid Waste & Recycling (ISWR) Education & Outreach Director, Becky Kiefer, leads the Old Bill's Recycling & Waste volunteer team. Throughout the event, their crew diligently manages recycling, compost and waste bins on and around JES.

A certified "green event" with Council for Responsible Sport (councilforresponsiblesport.org), Old Bill's goes to great efforts to divert waste from the landfill. The Recycling & Waste team has designated collection bins for the following items:

- Cardboard
- Aluminum
- Glass
- Plastics #1 and #2
- Food waste
 - Composted by Haderlie Farms in Thayne
- Compostable water cups (collected both on Town Square and along the run/walk route)
 - Composted by Terra Firma, thanks to special DEQ permitting facilitated by ISWR

What cannot be diverted from the waste stream is brought to the landfill by Westbank Sanitation. Both Westbank and Jackson Community Recycling donate bins and hauling services to Old Bill's.

Old Bill's recycling and waste stations are manned by knowledgeable volunteers who help maximize diversion by ensuring people throw their waste in the correct bin.

As part of Old Bill's green event certification, the Recycling & Waste team weighs divertables and waste at the end of the event. This data is helping Old Bill's reduce its environmental footprint each year.

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Teton County Fair	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, services of Town employees, temporary parking restrictions, permission for temporary signs and temporary relief from Town ordinances.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by the Teton County Fair Board to host the annual Teton County Fair at the Teton County Fairgrounds.

Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The Teton Fair Board requests permission to host the annual Teton County Fair from Saturday, July 23 to Sunday, July 31, 2022. The Fair will include 4H activities, a petting zoo, a carnival, exhibits, vendors, and nightly entertainment including the Fair Concert, Horse Pulls, 4-H Livestock Sale, Fair Rodeo and the Figure 8 Races. The applicant anticipates a total of 20,000 spectators will attend these events.

In connection with the fair, the applicant requests the following from the Town:

1. A temporary road closure of Snow King Avenue between Flat Creek Drive to just past the Exhibit Hall near South Milward Street Alley from Wednesday, July 27 at approximately 8:00 A.M. through Sunday, July 31 at 10:00 P.M. The closure does not need to take place during the hours of 10:01 P.M. and 7:59 A.M. The closure will require the usage of Town barricades and assistance from the Public Works and Police Departments.
2. Permission for the street closure of Flat Creek Drive between Snow King Avenue and West Karns Avenue on Saturday, July 30 from 11:00 A.M. until 10:00 P.M. for overflow horse trail parking for Fair Rodeo competitors.
3. Police Department services for event crowd control July 27 through August 31, as needed.
4. A malt beverage permit for the sale of beer July 27 through July 31 from 6:00 P.M. until 10:30 P.M. each day. This will be for the area inside of the Rodeo Arena perimeter fence.
5. A malt beverage permit for the sale of beer at a "beer garden" located in a fenced area under the Big Top tent from Thursday, July 28 – Sunday, July 31 for the following hours:
 - Thursday, July 28: 4:00 P.M. until 10:00 P.M.
 - Friday, July 29: 4:00 P.M. until 11:00 P.M.
 - Saturday, July 30: 2:00 P.M. until 11:00 P.M.
 - Sunday, July 31: 2:00 P.M. until 7:00 P.M.
6. The applicant is requesting a Noise Permit from 8:00 A.M. until Midnight from July 25 through July 31.
7. The applicant is requesting permission to display banners on-site at the Teton County Fairgrounds from July 22 to July 31. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.

8. Permission to park the Teton County Fair wagon on the corner of Karns Meadow, at the intersection of Flat Creek Drive and Snow King Ave from July 11 through August 1. The wagon will have a banner attached to each side stating “Teton County Fair July 27 – July 31, 2022”. The applicant has stated that it has permission from the property owner. Relief by the Town Council from the town’s signage ordinances is required for the use of the wagon, its signage, and its placement in a public right-of-way.
9. An expo license which will be submitted for vendor sales.
 - Wednesday, July 27 from 5:00 P.M. – 8:00 P.M.
 - Thursday, July 28 from 11:00 A.M. – 8:00 P.M.
 - Friday, July 29 from 11:00 A.M. – 8:00 P.M.
 - Saturday, July 30 from 11:00 A.M. – 8:00 P.M.
 - Sunday, July 31 from 11:00 A.M. – 8:00 P.M.
10. Permission for overnight camping at the Fairgrounds for 4-H families and for Frazier Carnival Employees only from July 25 – August 1. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
11. Permission to hang light post banners, which are requested to be up beginning July 1 through August 2, 2022. The organizers will be asked to put these up and remove them.
12. Permission to use Town of Jackson barricades and road signs.
13. Permission to use the START Bus parking lot to the North of the facility for semi-truck staging, Monday, July 25 through August 1. Parking would be occupied by semi-trucks used for the petting zoo that the Fairgrounds is not able accommodate. This is pending approval from the Transit Director.
14. Permission to temporarily remove the bike lane delineators on Snow King Avenue between Flat Creek and South Milward from July 24 through August 1.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event organizers are cognizant of the Center for Disease Control and Prevention’s COVID guidelines for outdoor events.

Possible Alternatives.

- Approve the request with modifications
- Deny the request
- Other

Comprehensive Plan & Priority Alignment.

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

Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community’s central Complete Neighborhood, a gateway to the nation’s parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson’s role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

Fiscal Impact.

Fiscal impact includes income from Malt Beverage License fees (\$50 per day for 5 days is \$250), Expo License fees (\$1,235) and a Special Event application fee (non-profit application fee is \$27) for a total income of \$1,512.

Staff Impact.

Staff impact includes:

- Public Works involvement including barricading roads, street sweeping, and various other jobs (approximately 30 staff hours)
- Departmental review of application (approximately 10 hours of total staff time),
- Preparation of staff report (approximately 3 hours),
- Police involvement includes numerous police and community service officers for crowd control and traffic control (approximately 192 hours - staff (112) and volunteer (80))
- Additional services provided by Parks & Recreation and Jackson Hole Fire/EMS (estimated 20 hours of staff time)

In total approximately 255 hours of staff and volunteer time split between town, county and joint departments.

Conditions and Restrictions.

Staff recommends approval of the application, subject to the following conditions and restrictions:

1. The applicant shall coordinate all road closures and requests for assistance with the Public Works and Police Departments at least 14 days prior to the event.
2. Covered Grandstand tickets will be sold for all night events happening Wednesday through Sunday in the Rodeo Arena and they will be "no smoking" seats.
3. Porta potties will be placed adjacent to the arena.
4. The applicant shall coordinate all personnel requirements for crowd control with the Fair Board's security contractor and the Police Department for the Fair.
5. The applicant shall obtain the necessary food service permits from Teton County Environmental health.
6. The applicant shall clean up after the event and haul away all trash from the site.
7. The applicant shall provide for the disposal and removal of all recycled material.
8. The applicant shall not allow trash or recycling receptacles to overflow.
9. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off the authorized premises.
10. Alcoholic beverages shall be sold in 16 oz. or smaller cups.
11. Beer sales shall cease at the beginning of the last heat of the Figure 8 races.
12. Individuals serving beer (including beer in the beer garden) will have TIPS training.
13. Beer servers will overserve individuals or serve to obviously intoxicated individual.
14. Police will be notified immediately with any attempt by a minor to purchase alcohol.

15. Parking shall not be allowed on the Parks & Recreation Park Maintenance grounds. Entrances must be kept open at all times.
16. The applicant shall coordinate with the Parks & Recreation Parks Division at least five days prior to the event all irrigation needs and set-up at the expo grounds.
17. The pony ride vendor shall not be located on the turf at the tennis courts.
18. The applicant shall allow adequate room at closures for START buses to access the city shops facilities.
19. All events will comply with Fire Department and Fire Marshall occupancy restrictions. Applicant shall make sure attendance at events does not exceed the maximum capacity as determined by the Jackson Hole Fire/EMS Department.
20. Permissible carnival times, as agreed upon with the Jackson Police Department and the Teton County Sheriff's Office, are maximum hours of operation with no exceptions. All activities must cease at said end time.
21. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
22. Snow King Avenue shall remain open to bike traffic at all times.
23. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
24. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
25. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
26. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
27. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
28. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
29. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
30. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
31. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
32. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
33. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
34. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
35. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

36. Following the Fair a thorough cleaning of the Rodeo Arena will be conducted to insure that no pieces of metal or car parts are in the sand/dirt of the arena following the figure 8 car races.
37. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
38. Crowd Managers: For events having over 1000 participants, trained crowd managers shall be established at a ratio of one crowd manager to every 250 persons (IFC403.3). There is a link to an on-line Crowd Manager Training Program on the Jackson Hole Fire / EMS website.
39. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
40. All overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the Teton County Fair.
41. There shall be no campfires or open fires during the event.
42. Any other conditions or restrictions staff or Town Council wishes to add upon further review of the application.

Attachments or Links.

Event Overview

Layout Map

Daily Schedule

Special Event Application

Exposition License Application

Temporary Sign Permit Application

Malt Beverage Request

Noise Permit Request

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

I move to approve the special event application made by the Teton County Fair Board to host the Annual Teton County Fair, subject to the conditions and restrictions listed in the staff report.



Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage; uniting urban and rural communities in celebration.

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

May 17th, 2022

Dear Carl:

The Teton County Fair Board is excited to celebrate the 66th Annual County Fair from Saturday July 23rd through Sunday July 31st! After two years of down-sized fairs, as a result of the pandemic, we are anticipating the biggest and best fair yet in 2022. Please find the Teton County Fair Board's Special Event Permit application, Exposition License Permit application, Sign Permit application, Malt Beverage Permit application, and Noise Permit application enclosed for the Annual Teton County Fair.

The Fair Board would like to request:

- A street closure of Snow King Avenue for the dates of Wednesday July 27th through Sunday July 31st from 8:00AM – 10:00 PM. It has been discussed in the past that a hard 24-hour closure is not necessary, particularly overnight from the hours of 10:01 PM until 7:59 AM. If this is agreeable to all parties, the Fair Board would like to ask that Public Works and/or JHPD assist with putting the closure barricades up on Snow King Ave each morning. The Fair Board, or the Fair Parking Contractor, will be responsible for taking them down each evening.
- A street closure of Flat Creek Drive on Saturday July 30th from 11:00 AM – 10:00 PM for overflow horse trailer parking for Fair Rodeo competitors.
- Exposition License Permit. The designated vendor area during Fair Week is on the Grassy Arena near the Big Top Tent. The Fair Board typically places between 20-25 vendors in this area. Fair Office staff will work with Brian Way from the WY Dept. of Revenue and Kat Bratz from Environmental Health to ensure a successful and prosperous vendor fair for all. The required hours of operation include:
 - Wednesday July 27th, 5:00 – 8:00PM
 - Thursday July 28th, 11:00 AM – 8:00 PM
 - Friday July 29th, 11:00 AM – 8:00 PM
 - Saturday July 30th, 11:00 AM – 8:00 PM
 - Sunday July 31st, 11:00 AM – 8:00 PM



Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage: uniting urban and rural communities in celebration.

- **Sign Permit.** The Fair Board would like to put a red wagon on the corner of Karns Meadow, at the corner of Snow King Ave and Flat Creek Drive with banners on each side. The wagon will be parked on the corner of the property on the grass. It will not obstruct the roadway or sidewalk. Additionally, various fair banners will be hung around the Fairgrounds.
- **Malt Beverage Permit.** Night event beer sales will begin on Wednesday July 27th through Sunday July 31st from 6:00 – 10:30 PM inside the Rodeo Arena perimeter fence. The permit should also include a beer garden located in a fenced off area under the Big Top Tent with the following hours:
 - Thursday July 28th from 4:00 - 10:00 PM
 - Friday July 29th from 4:00 – 11:00 PM
 - Saturday July 30th from 2:00 – 11:00 PM
 - Sunday July 31st, from 2:00 - 7:00 PM
- **Noise Permit.** The noise permit should include all night events i.e. the Fair Concert, Horse Pulls, the 4-H Livestock Sale, Fair Rodeo and Figure 8 Races. Each of these events will take place inside the Rodeo Arena. The Fair Board is also planning an After-Party on Friday and a Late-Night event on Saturday, both under the Big Top Tent and end by midnight or earlier. 4-H will be having a dance outside of the Heritage Arena on Saturday night at 9:00 PM. Frazier Shows Carnival will operate Wednesday, Thursday and Friday from 5:00PM to midnight, as well as Saturday and Sunday from 2:00PM to midnight.

The Fair Board will once again be using a local contractor for trash removal. The contractor will provide garbage cans around the grounds, rent additional larger receptacles, and will have additional large dumpsters on the Fairgrounds. The garbage is emptied and removed as needed to prevent overflow. The Fair Board contracts with a cleaning company during Fair, so all garbage containers are emptied on a regular basis.

The Fair Board will hire Macy's to provide portable toilets and hand washing stations, which will be placed near all animal exhibits and food service areas. Again, this year, we are going to have portable toilets in the Rodeo Arena area for all the night events.

We have labeled handicapped parking areas throughout the Fairgrounds.

The Fair Board will contract with a licensed electrician to accommodate all of Fair's electrical needs.

The Fair Board does require the security contractor to be "Crowd Control Certified" through the National Fire Marshall Association prior to the commencement of the first night event.

The Fairgrounds has fire extinguishers located in all buildings and additional ones are obtained and used for the Figure "8" Races. Also, the fire department will be on the grounds for the Fair Rodeo and Figure "8" Races.



Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage; uniting urban and rural communities in celebration.

The Fair Board would like to request the use the Start Bus parking lot to the North of the facility for semi-truck staging, Monday July 25th – Monday August 1st. These are the Frazier Carnival trucks that we are not able to accommodate space on the Fairgrounds. I am planning to reach out to Bruce Abel, Transit Operations Director, for this request.

I am enclosing a site map and a sanitation map indicating placement of all restroom facilities, handwash stations and trash receptacles and dumpsters. The full schedule of events is also enclosed. Additional information is available on the website www.tetoncountyfair.com Fair set-up will start on Monday July 18th and take-down will be done by Friday August 5th.

The night events are as follows:

- Sydney "Babe" Lee Judge Fun Night on Sunday July 24th @ 5:00PM in the Heritage Arena
- Team Sorting on Monday July 25th @ 6:00PM in the Rodeo Arena
- Team Branding on Tuesday July 26th @ 6:00PM in the Rodeo Arena
- Fair Concert on Wednesday July 27th @ 6:30 PM in the Rodeo Arena
- Horse Pulls on Thursday July 28th @ 6:30 PM in the Rodeo Arena
- 4-H Livestock Sale on Friday July 29th @ 5:00 PM in the Rodeo Arena
- Fair Rodeo on Saturday July 30th, slack @ 1:00 PM and performance at 7:00 PM in the Rodeo Arena
- Figure 8 Races on Sunday July 31st @ 7:00PM in the Rodeo Arena

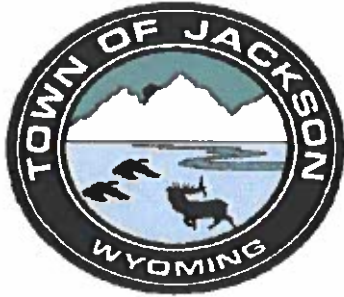
The Breakfast Rotary Club sells beer for the Fair Board at our night events as a fundraiser. The Elks Club sells beer for the Fair Board at the beer garden as a fundraiser. Both groups are already TIPS-trained. The Lion's Club will be serving breakfast Friday, Saturday and Sunday mornings beginning at 7:00/7:30 AM under the Big Top Tent.

On behalf of the Teton County Fair Board, I would like to thank the Town of Jackson for its support of, and cooperation with, the Teton County Fair. If you have any questions or concerns, please feel free to contact me at the Fair Office (307) 733-5289. We hope to see you at the 2022 Teton County Fair!

Best Regards,

Rachel Grimes

Fair & Fairgrounds Manager



PO Box 1687, Jackson, WY 83001
(307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Exposition License Application

All information on both sides of this form must be fully completed. Failure to complete any item will delay the processing of your application. All payments shall be made at the time of application and shall be non-refundable unless an application is denied. If the Town denies a business license application, the entire fee, less a \$44.00 application fee will be refunded. An application for a business license must be submitted and approved by the Town before the business can begin operations.

License will be DELAYED and can potentially be DENIED if any information is incomplete

Application Fee:

For Profit Businesses

Not for Profit Businesses

\$123.00 per day for any event with 5 or fewer vendors

\$62.00 per day for any event with 5 or fewer vendors

\$247.00 per day for any event with more than 5 vendors

\$123.00 per day for any event with 5 or more vendors

APPLICANT PLEASE PRINT LEGIBLY

Business/Organization Name: TETON COUNTY FAIR BOARD
Doing Business As (dba) Name: TETON COUNTY FAIR
Nature of Exposition: ANNUAL COUNTY FAIR - VENDOR AREA

Is the Business/Organization a: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

☐ Non-profit Organization (please attach copy of 501(C)(3))

☒ Other (please explain): PUBLIC / GOVERNMENT

Physical Address of Expo: 305 W. SNOW KING AVE JACKSON, WY 83001

Is the property rented/leased or owned? Yes ☒ No ☐

If the Property is rented/leased, Name of the Property Owner: TOWN OF JACKSON

Property Owner's Mailing Address: PO Box 1687 JACKSON, WY 83001
Property Owner's Phone Number: (307) 733-3932

Notarized Letter of Authorization must accompany this application if the location is Rented/Leased

Date of Expo: JULY 27TH - 31ST, 2022 Time of Expo: 11:00 AM - 8:00 PM

Business/Organization Physical Address: 305 W. SNOW KING AVE JACKSON, WY 83001

Business/Organization Phone number: (307) 733-5289 Business Email Address: rgrimes@teton

Business/Organization Mailing Address: PO Box 3075 JACKSON, WY 83001 countywy.gov

WY Sales Tax Number: N/A Federal Employer's ID Number: 83-6000127

List Information for all Owners/Officers/Partners

REQUIRED | License will be DENIED if incomplete

Name as it appears on Driver's Licence	Driver Licence #	State	DOB	Phone number
RACHEL SUZANNE				
GRIMES	106507-650	WY	11/19/81	(307) 733-5289

How many businesses or organizations will the exposition include?

30

Attach a list of ALL Vendors

Business is a: ☒ Sales Tax Collecting Business ☐ Non Sales Tax Collecting Business

Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson?

☒ Yes

☐ No

If not, please explain:

Will a sign or banner be posted?

☒ Yes ☐ No

The undersigned hereby certifies that the foregoing information is accurate and agrees to comply with all laws and ordinances of the Town of Jackson applicable to the subject matter thereof.

I, RACHEL GRIMES, do hereby swear and affirm the information I have supplied in this application is true and correct to the best of my knowledge.

STATE OF WYOMING)

)ss

COUNTY OF TETON)

Rachel Grimes

Signature of applicant

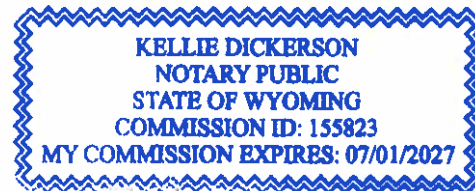
SUBSCRIBED AND SWORN TO BEFORE ME BY

Rachel Grimes

(printed name of applicant)

This 19 day of April 20 22

WITNESS my hand and official seal



Kellie Dickerson

Notary Public

For Official Use Only – Please Do Not Write Below This Line

Business is:	Home Occupation	Home Business	Other
Zoning: UC	UC2 UR AR	AC SR	R
BC	NC NC2 OP	RB BP	MHP

Business Physical Location: Within Town Limits In Teton County Out of Teton County

Approving Department	Initials	Date Approved	Comments
Building Department			
Fire Department			
Planning Department			
License Fee	\$	Date Paid	

2022 Fair Vendor List					
Business Name	Contact Person	Mailing Address	City, State, Zip	Telephone Number	Email
Art Taco	Andrango, Rosa	82 N.300 E.	Clearfield, Utah 84015	(801) 317-7675	rtacoart@gmail.com
Aresania San Pedro de Calas	Cruz, Merin	260 N. 1st E.	Driggs, ID 83422	(307) 203-8618	ra1916@hotmail.com
Big Sky Concessions	Ventura, Ubaldio	1146 S. 900 W.	Salt Lake City, UT 84104	(801) 560-0253	ubaldio_ventura@yahoo.com
	Williams, Byron	PO Box 150583	Big Sky, MT 59716	(406) 850-9002	byron1774@hotmail.com
Candy Crepes	Cachimuel, Ramiro	1913 S. San Cir.	Clearfield, Utah 84015	(385) 492-9724	ramirocachimuel@gmail.com
Caricatures by Corey	Perez, Hilario	PO Box 490	Driggs, ID 83422	(307) 699-7864	coreyperezid@gmail.com
Chadler Creek Grill	Ruffin, Cory	916 Sargent	ADA, MI 49301	(616) 881-3287	coruffinruffin@hotmail.com
Colorado Grill	Miservitch, Allison	PO Box 1233	Afton, WY 83110	(307) 880-1859	allisonmiskitch@aftonwy.com
Fairy Fox Design	Martinez, Mario	PO Box 157	Livermore, CA 94536	(303) 371-4983	colorado_girl@hotmail.com
Frida Snacks	Pennock, Laura	704 Overlook Dr.	Bethlehem, PA 18017	(208) 881-2175	write4u@aol.com
Fun-Tastic Concessions	Jimenez, Ismael	555 North Cache St.	Jackson, WY 83001	(307) 413-9738	laurajimenez121@gmail.com
Fun-Tastic Concessions	Stefkas, Sonya & Verlin	4120 N. Webb Rd.	Newton KS, 67114	(620) 245-8450	fun-tastic-concessions@aol.com
La Casita Mexican Food	Baros, Jason	117 Southcastle St.	Longview, TX 75604	(208) 851-8292	barosjason@gmail.com
Morales Home Made, LLC	Mejia, Marcia	131 Taft Ave	Pocatello, ID 83201	(208) 392-8066	mejiamarcia1210@gmail.com
Pueblo Tacos	Morales, Horacio	226 E Center St.	Victor ID, 83455	(307) 413-2856	horaciomoralesa@aol.com
Rusted Metal Arts	Bedolla-Perez, Hector	530 E Hansen Ave.	Jackson, WY 83001	(480) 578-9751	hbedolla@aol.com
Sasquatch Wood Works	Butler, Andrew	43574 W. Elizabeth Ave	Marietta, AZ 85138	(307) 899-1995	andybutlerwoodworks.com
South American Imports	Chuck	PO Box 36	Bondurant, WY 82922	(405) 549-8538	chuckssouth.com
Street Tacos, LLC	Palomino, Orlando	4537 SE 80th St.	Oklahoma City, OK 73135	(307) 413-0382	spokane404@hotmail.com
Tacos Chapulin	Aburto, Jessica	750 N. Cache Creek	Jackson, WY 83001	(307) 203-8549	jessicaaburto@gmail.com
Torrington Rock Shop	Sanchez, Miguel	PO Box 13774	Jackson, WY 83002	(307) 532-5938	torringtonrockshop@gmail.com
Wild Lines, LLC	Ollia, Dan	4102 US HWY 26/85	Torrington, WY	(208) 569-5747	audlied1@gmail.com
	Vizcarra, Tessica	2333 Eagle Dr #101	Idaho Falls, ID 83406		
*Food vendors are highlighted in yellow					
Product					
Blanquets, alpaca, bracelets, back packs, toys for kids, dream catchers, ponchos					
Tacos, Asada, Pastor, arabes, chorizo, tortas, cheesecake, ensaladas					
Dresses, Clothing, Pnuchos, Sweaters, Bags, Blankets, Jewelry					
Philly Cheesesteaks, quesadillas, Gyros, Sausage sandwiches, funnel cakes, ribbon fries, lemonade					
Toys for kids, back packs, Jackets, jewelry					
Crepas with fruit, Lemonade, Chicharrones, Fresas Con Crema, Bottle Water					
Live caricature art					
Hamburgers, cheesebacon, Chicken Strips, Sticky finger quesadillas, Fish&Chips, Chicken Salads, Corn Dogs, French Fries					
Jumbo Hot Dogs, Jumbo Pretzels, Cheeseburgers & Fries, Funnel Cakes, Ribbon Fries					
Face paint, Henna, Balloon Animals					
Shaved ice, crepes, fried plantains, sopas					
Funnel Cakes, Jumbo Sausage, BBQ, Turkey Legs, Drinks					
Greek Gyros, Philly Cheese Steaks, Quesadillas, Polish Sausage, Ribbon Fries, Lemonade, Sweet Tea, Funnel Cakes					
Chile Verde, Chile Colorado, Tacos, Tortas, Burritos, Enchiladas					
Fruit Cups, Shaved Ice, Tacos, Quesadillas					
Water & soda, tacos, tortas, fried snacks, corn on the cob, gorditas					
Metal art displayed on wood fencing, gems and minerals					
Custom built log furnishings					
Dresses, Skirts, Poncho, Purses, Sweaters, Jackets, Jewelry					
Tacos, Tortas, Quesadillas, Soda/Drinks, Mexican Snacks, Strawberry with Cream					
Crystals, rocks, fossils & gems, jewelry, handcrafted gifts and original art work.					
Face paint, Henna, Airbrush Tattoos					



24-HOUR ALCOHOL BEVERAGE PERMIT APPLICATION

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below.

Fee \$ _____

Date Pd: _____

APPLICANT.

Name of Person
Requesting Permit:

please print
PAUL H. GRIMES FARM MANAGER

Organization:

TETON COUNTY FARM BOARD

Phone:

(307) 733-5289

EVENT INFORMATION. Complete the following information about the event.

Name of Event:	TETON COUNTY FARM	Purpose:	ANNUAL COUNTY FAIR
Held at:	TETON COUNTY FAIRGROUNDS	List the Date(s) and Hours that Alcohol will be Available:	NIGHT EVENTS WED-SUN 6-11 PM BEER GARDEN THURS-SUN HOURS VARY
Address:	305 W. SNOW KING AVE		
Anticipated number of attendees at any given time:	3000-5000		

SELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit type.

☐ CATERING PERMIT - allow 3 days for processing \$20.00 per day For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.	This permit must be agreed to and authorized by a current retail or resort liquor license holder. Name of Retail or Resort Liquor License Holder: _____ Authorized Signature: _____ Print Name: _____
☒ MALT BEVERAGE PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only malt beverages.	Applicant must submit proof of current alcohol server education training with this application.
☐ MALT BEVERAGE PERMIT FOR A MICROBREWERY - allow 21 days for processing \$50.00 per day For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.	Permitted Microbrewery Only Applicant must submit proof of current alcohol server education training with this application. Authorized Signature: _____ Print Name: _____
☐ MANUFACTURER'S OFF-PREMISES PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.	Licensed Manufacturer Only Authorized Signature: _____ Print Name: _____

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- Confirm age of participants by checking identification; ensure minors are not served alcohol.
- Complimentary alcohol is not available for self-service.
- Control pouring to curb overserving individuals.
- Prohibit participants from leaving the permitted location with alcohol.
- Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Applicant's signature

Date

5/17/2022

TOWN OF JACKSON/ JACKSON POLICE DEPARTMENT
NOISE PERMIT APPLICATION

Please submit completed application via fax (307-733-3241) or email to: jpdc@jacksonwy.gov at least 3 working days prior to event.

PLEASE PRINT AND USE A BLACK OR BLUE INK PEN. Thank you.

EVENT SPONSOR~ (Person responsible for event and noise if complaints are received):

Name: PAUL H. GIMMES Date of Birth: 11/19/1981

Signed: TETON CTRY. FAN BOARD Phone number: (307) 733-5289
(Event Sponsor)

Mailing Address: PO Box 3075
Town: JACKSON State WY Zip Code 83001

Street Address: 305 W. SNOW KING AVE
Town: JACKSON State WY Zip Code 83001

EVENT INFORMATION:

Location of Event: TETON COUNTY FAIR GROUNDS

Physical Street Address: 305 W. SNOW KING AVE

Date(s) of Event: JULY 25TH - 31ST, 2022

Requested Starting Time of Event: ALL DAY a.m./p.m.

Requested Ending Time of Event: ALL DAY a.m./p.m.

Please be advised that the noise permit will not extend beyond 11 p.m.

Type of Event: ANNUAL COUNTY FAIR
(i.e. Baptism, Birthday Party, Wedding, Concert, Employee Party, etc.)

Please **explain** the type of noise expected. Live music, band, D.J., acoustic, amplified music, sound system of any type, dancing, etc.

SEE ATTACHED LETTER.

Band Name: _____

Or first and last name of person providing music: _____

Contact information for Band or person providing music:

Telephone or email address: _____



TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

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

EVENT NAME:

Event Name: Teton County Fair Physical Address of Event: 305W.SnowKingAve
Description of Event: Annual County Fair
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 3075 Phone: (307) 733-5289
E-mail: Jackson, WY 83001 ZIP: 83001
rgrimes@tetoncountywy.gov Non-Profit: ☒ For Profit: ☐

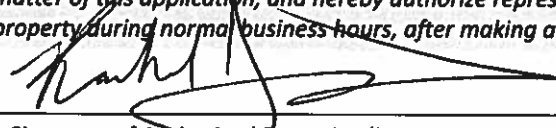
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Teton County Fairgrounds - grandstands, Fair Office</u>	Business/Description: <u>Corner of Karns Meadow - Flat Creek Dr. & Snow King Ave</u>
Physical Address: <u>305 W. Snow King Ave</u>	Physical Address: <u>Corner of Karns Meadow - Flat Creek Dr. & Snow King Ave</u>
Dates of Display: <u>7/22 - 7/31, 2022</u>	Dates of Display: <u>7/22 - 7/31, 2022</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: <u>2 Large Banners 4' x 12'</u>	Business/Description: <u>2 banners - 12" x 95", hung on wagon</u>
Physical Address: <u>white, black & orange</u>	Physical Address: <u>white, orange & black</u>
Dates of Display: <u>7/22 - 7/31, 2022</u>	Dates of Display: <u>7/22 - 7/31, 2022</u>
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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



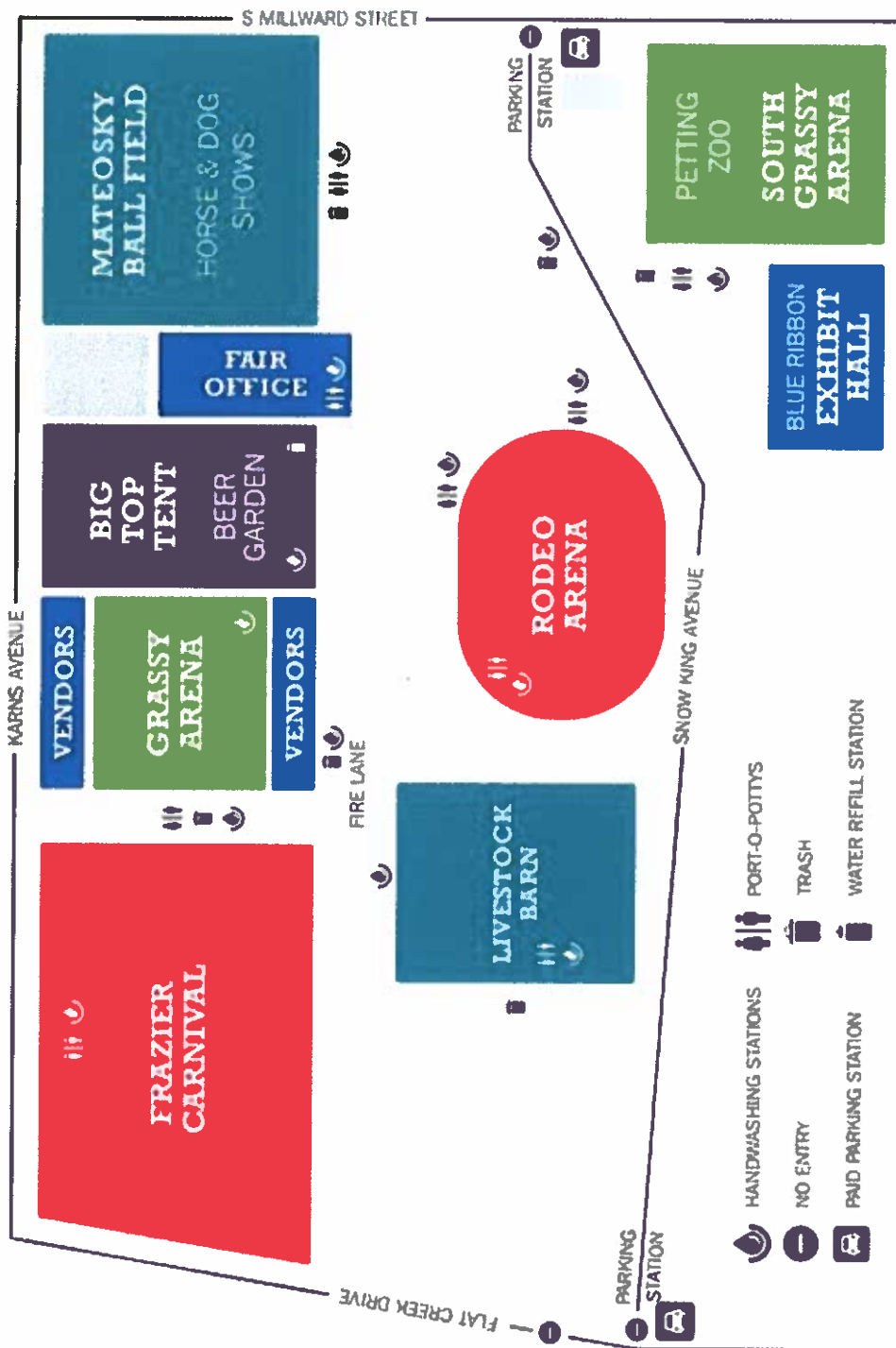
Signature of Authorized Event Applicant
Rachel Grimes

Applicant Name Printed

5/17/2022

Date
Fair Manager

Title



THURSDAY, JULY 21		
Time	Event	Location
9:00 AM	4-H Rifle Shoot	Gun Range
3:00 PM	4-H Shotgun Shoot	Gun Range

SATURDAY, JULY 23		
Time	Event	Location
8:30 AM	Horse Show - English Classes	Rodeo Arena

SUNDAY, JULY 24		
Time	Event	Location
9:00 AM	Horse Show - Western Dressage Classes	Rodeo Arena
9:00 - 10:45 AM	TBRA's Turn & Burn 5D Barrel Race Time Onlies	Heritage Arena
11:00 AM	TBRA's Turn & Burn 5D Barrel Race Competition	Heritage Arena
5:00 PM	Horse Show - SJ "Babe" Fest Fun Night	Heritage Arena

MONDAY, JULY 25		
Time	Event	Location
8:00 AM	4-H Fabric & Fashion Judging	4-H Office
3:00 PM	4-H Interview Judging, Static Exhibits	Exhibit Hall
6:00 PM	Horse Show - Team Sorting	Rodeo Arena
6:30 PM	4-H Fashion Review & Awards/Quilting	Big Top Tent

TUESDAY, JULY 26		
Time	Event	Location
7:00 AM	4-H Horse Vet Inspections	Fairgrounds Parking Lots
7:30 AM - 2:00 PM	Blue Ribbon Exhibit Hall Drop Off (ALL ENTRIES)	Exhibit Hall
8:00 AM	4-H Horse Showmanship	Mateosky Ball Field
9:00 AM	4-H Horse Performance Classes	Rodeo Arena & Heritage Arena
	4-H Horse Speed Events	Rodeo Arena & Heritage Arena
	4-H Horse High Point Awards	Rodeo Arena & Heritage Arena
11:00 AM	4-H Horse Trail Classes	Mateosky Ball Field
3:00 - 6:00 PM	Blue Ribbon Exhibit Hall Judging	Exhibit Hall
6:00 PM	Horse Show - Team Branding	Rodeo Arena
6:00 - 8:00 PM	Horse Warriors presents The White Horse Social	Big Top Tent

WEDNESDAY, JULY 27

Time	Event	Location
ALL DAY	4-H Livestock Barn CLOSED to the Public	Heritage Arena
8:30 AM	4-H Rabbit Show	Outside Heritage Arena
11:00 AM	4-H Pocket Pet/Cavy Show	Outside Heritage Arena
11:00 AM	4-H Livestock Vet Inspections	Heritage Arena
11:00 AM - 6:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
3:00 PM	4-H Poultry Show	Outside Heritage Arena
5:00 - 8:00 PM	Vendor Booths Open	Grassy Arena
5:00 PM - Midnight	Frazier Shows Carnival	Midway Area
5:45 PM	Gates Open for the Fair Concert	Rodeo Arena
6:00 PM	4-H Livestock Weigh-In	Heritage Arena Scale
6:30 PM	Fair Concert w/ Kylie Frey, Elvie Shane, & Ian Munsick	Rodeo Arena

THURSDAY, JULY 28

Time	Event	Location
8:00 AM - 9:00 PM	4-H Livestock Barn OPEN to the Public	Heritage Arena
8:00 AM	4-H Swine Show, followed by Pee Wee/Over the Hill	Heritage Arena
11:00 AM - 12:00 PM	Bingo	Big Top Tent
11:00 AM - 6:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
11:00 AM - 6:00 PM	Backyard Petting Zoo	South Grassy Arena
11:00 AM - 7:00 PM	Mini Golf	South Tennis Court
11:00 AM - 8:00 PM	Vendor Booths Open	Grassy Arena
12:00 - 6:00 PM	All Aboard Train	All Fairgrounds Venues
1:00 - 1:30 PM	The Wilder Show	Big Top Tent
1:30 - 2:30 PM	Kid's Competitions: Sack & 3-Legged Races	Big Top Tent
2:00 PM	4-H Sheep & Goat Shows, followed by Pee Wee/Over the Hill	Heritage Arena
4:00 - 4:30 PM	Slim & Curly Show	Big Top Tent
4:00 - 10:00 PM	Beer Garden Open	Big Top Tent
5:00 PM - Midnight	Frazier Shows Carnival	Midway Area
6:00 PM	Gates Open for Horse Pulls	Rodeo Arena
6:00 - 8:00 PM	Happy Hour w/ Live Music from The Stagecoach Band	Big Top Tent
6:30 PM	Horse Pulls	Rodeo Arena

FRIDAY, JULY 29

Time	Event	Location
7:00 - 11:00 AM	Lion's Club Breakfast	Big Top Tent
8:00 AM - 9:00 PM	4-H Livestock Barn OPEN to Public	Heritage Arena
8:00 AM	4-H Dog Vet Inspections	Mateosky Ball Field
9:00 AM	4-H Dog Show	Mateosky Ball Field
9:00 AM	4-H Beef Show	Heritage Arena
11:00 AM - 6:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
11:00 AM - 6:00 PM	Backyard Petting Zoo	South Grassy Arena
11:00 AM - 7:00 PM	Mini Golf	South Tennis Court
11:00 AM - 8:00 PM	Vendor Booths Open	Grassy Arena
12:00 - 6:00 PM	All Aboard Train	All Fairgrounds Venues
1:00 - 1:30 PM	Slim & Curly Show	Big Top Tent
1:30 - 2:30 PM	Kid's Competitions: Sack & 3-Legged Races	Big Top Tent
4:00 PM	4-H Livestock Sale Buyer Registration & Reception	Rodeo Arena
4:00 - 4:30 PM	The Wilder Show	Big Top Tent
4:00 - 11:00 PM	Beer Garden Open	Big Top Tent
5:00 PM	4-H Livestock Sale	Rodeo Arena
5:00 PM - Midnight	Frazier Shows Carnival	Midway Area
6:00 - 8:00 PM	Happy Hour w/ Live Music from Lazy Eyes	Big Top Tent
8:30 - 11:30 PM	Livestock Sale After-Party w/ Live Music from Sneaky Pete	Big Top Tent

SATURDAY, JULY 30

Time	Event	Location
7:00 - 11:00 AM	Lion's Club Breakfast	Big Top Tent
8:00 AM - 9:00 PM	4-H Livestock Barn OPEN to Public	Heritage Arena
9:00 AM	Show N Go Dog Agility	Mateosky Ball Field
10:00 AM	4-H Round Robin	Heritage Arena
11:00 AM - 6:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
11:00 AM - 6:00 PM	Backyard Petting Zoo	South Grassy Arena
11:00 AM - 7:00 PM	Mini Golf	South Tennis Court
11:00 AM - 8:00 PM	Vendor Booths Open	Grassy Arena
12:00 PM - 4:00 PM	Cornhole Tournament	Big Top Tent
12:00 - 6:00 PM	All Aboard Train	All Fairgrounds Venues
1:00 PM	Fair Rodeo Slack	Rodeo Arena
1:00 - 1:30 PM	The Wilder Show	Big Top Tent
1:30 - 2:30 PM	Smokey the Bear's Birthday Party	Big Top Tent
2:00 - 11:00 PM	Beer Garden Open	Big Top Tent
2:00 PM - Midnight	Frazier Shows Carnival	Midway Area

4:00 - 4:30 PM	Slim & Curly Show	Big Top Tent
4:30 - 6:30 PM	Happy Hour w/ Live Music	Big Top Tent
6:00 PM	Gates Open for Fair Rodeo	Rodeo Arena
7:00 PM	Fair Rodeo Performance	Rodeo Arena
7:00 - 9:00 PM	Live Music	Big Top Tent
9:00 PM	4-H Dance	Outside Heritage Arena
9:30 PM - Midnight	Late Night Party w/ DJ Aaron Hallenbeck	Big Top Tent

SUNDAY, July 31		
Time	Event	Location
7:30 - 11:00 AM	Lion's Club Breakfast	Big Top Tent
ALL DAY	4-H Livestock Barn CLOSED to the Public	Heritage Arena
8:30 AM	Horse Show - Pleasure & Non-Pro Western Performance Classes	Rodeo Arena
8:30 AM	Horse Show - Trail/Obstacle Course Classes & Jackpot	Mateosky Ball Field
10:00 - 11:00 AM	Cowboy Church	Big Top Tent
11:00 AM	4-H Cody Shervin Memorial Award	Heritage Arena
11:00 AM - 6:00 PM	Blue Ribbon Exhibit Hall Open to Public	Exhibit Hall
11:00 AM - 6:00 PM	Backyard Petting Zoo	South Grassy Arena
11:00 AM - 7:00 PM	Mini Golf	South Tennis Court
11:00 AM - 8:00 PM	Vendor Booths Open	Grassy Arena
12:00 - 6:00 PM	All Aboard Train	All Fairgrounds Venues
1:00 PM	Horse Show - Presentation of Mary Wigg Sportsmanship Award	Rodeo Arena
1:00 - 1:30 PM	Slim & Curly Show	Big Top Tent
2:00 - 7:00 PM	Beer Garden Open	Big Top Tent
2:00 PM - Midnight	Frazier Shows Carnival	Midway Area
3:00 - 4:00 PM	RACE DAY: Diaper Derby, Pie Eating & Weener Dog Races	Big Top Tent
4:00 - 4:30 PM	The Wilder Show	Big Top Tent
4:30 - 6:30 PM	Happy Hour w/ Live Music from Strumbucket	Big Top Tent
6:00 PM	Gates Open for Figure 8 Races	Rodeo Arena
7:00 PM	Figure 8 Races	Rodeo Arena

MONDAY, August 1		
Time	Event	Location
7:00 AM - 1:00 PM	Blue Ribbon Exhibit Hall Pickup	Exhibit Hall
9:00 AM - 12:00 PM	4-H Static Exhibit Pickup	Exhibit Hall

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Teton County Fair

Name of Organization: Teton County Fair Board

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

Mailing Address: PO Box 3075

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Rachel Grimes, Fair Manager

Email Address: rgrimes@tetoncountywy.gov

Work Phone: (307) 733-5289 Cell Phone: (307) 203-0660

EVENT INFORMATION

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

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

Annual County Fair

Location of Event: 305 West Snow King Ave Alternative Location: _____

Date(s) of Event: July 27 - 31, 2022 Event Operating Hours: 6:00 AM - Midnight

Event Set Up Begins Date: July 18, 2022 Time: 8:00 AM

Event Clean Up Ends Date: August 05, 2022 Time: 5:00 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 5,000/day Total Event: 25,000 All Week

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Zach Vosika, Fair Board Chair Cell Phone: (307) 730-0307

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

Snow King Ave from Flat Creek Drive to Millward Street Alley from

Wednesday July 27 through Sunday July 31st at 8:00 AM - 10:00 PM.

Snow King Ave will be open overnight during Fair from 10:01PM until 7:59 AM.

Flat Creek Drive from Snow King Ave to Karns Ave on Saturday July 30th from 6:00 PM -

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

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

☐ Yes ☒ No

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

Will the event closure requests impact any START Bus routes?

☒ Yes ☐ No

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

Route Description: Busses will have to be _____ START Bus contacted?

☒ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☒ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Sprinkler line locates will be necessary on the Grassy Arena north of Snow King Ave, as well as the grassy lawn near the Exhibit Hall.

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☒ Ambulance

☒ Fire Engine

☒ Rescue Truck

☐ Bicycle Patrol

☒ Event Site Inspection

Please describe in detail your request: Fire engine, first-aid station and ambulance during

Fair Rodeo & Figure 8 Race night events.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 5:00 PM Wed-Fri, Finish Time: Midnight

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☒ Yes

☐ No

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

Total Number of Portable Toilets: 31 Number of ADA Accessible Portable Toilets: 3

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: July 27th Time for Drop Off: 10:00 AM

Date for Pick Up: August 1st Time for Pick Up: 10:00 AM

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes

☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

The designated vendor area will be on the Grassy Arena, near the Big Top Tent. There will be a beer garden located under the tent, as well.

There will also be food trucks and beer sales inside the Rodeo Arena venue during night

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

If "Yes", which company will you be using? West Bank Sanitation

How many trash receptacles will be supplied for your event? 80 residential, 9-8yrd, 2-16yrd

When will the trash receptacles be delivered? July 27th @ 10:00 AM

When will the trash receptacles be picked up and removed from site? August 1st @ 10:00 AM

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

All trash receptacles, residential and 8-yard dumpsters, will be picked up daily before 7:00AM. The 16-yard manure dumpsters will be picked up as needed. A supervisor will be on-call throughout Fair Week in case of an emergency.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

Describe your plan for collection and removal of recyclable materials during your special event: _____

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

See attached site map.

The Exhibit Hall will stay as is. The grassy area by the Exhibit Hall will be the location of the petting zoo attraction. Additionally, we will have multiple free/strolling attractions happening throughout Fair Week, including the electric All Aboard Train, Animal Cracker Conspiracy stilt walkers, Slim & Curly strolling entertainment etc. New in 2022, a 9-hole miniature golf course will be located on the southerly tennis court. The beer garden, cornhole tournament, pie eating etc. and all vendor booths will be located near the Big Top Tent on the Grassy Arena. Mateosky Ball Field will be used for dog shows, open class pet shows and horse shows. Night events will take place in the Rodeo Arena and all 4-H livestock will be in the Heritage Arena. Frazier Shows Carnival will be located in the northwest corner of the Fairgrounds.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: RSG

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: RSG

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: RSG

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: RSG

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: RSG

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Rachel Grimes
Printed Name

DATE: 04/14/2022

TITLE: Fair & Fairgrounds Manager

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Temporary Encroachment Agreement – Crane: 175 Center St.	Public Comment:	yes

Purpose & Policy Considerations.

Council consideration of a Temporary Encroachment Agreement for Placement of Crane on Town Property (Agreement) to allow a construction crane to encroach the public right-of-way (PROW).

Requested Action.

Council approval of the Agreement.

Recommendations.

Approve the Agreement.

Background.

Part of the Town Attorney's role is preventive law: identifying and creating policies around existing and potential issues the Town has not historically addressed. One such activity is private construction crane operations, which has increased significantly in Jackson in recent years and has frequently undergone litigation in other locations when accidents occur. The Town Engineering Division's practice has been to not allow private crane placement within the PROW. However, no formal policy was previously in place and Engineering had no means of addressing crane swings occupying air space over the PROW for cranes stationed on private properties. The Town Attorney has worked with Administration and the Public Works and Planning Departments to develop standard policies for development projects and other activities involving use of cranes in a way that would encroach the PROW either physically on the ground or overhead.

This Agreement is for construction occurring at 175 Center St.

Analysis.

The two parties have agreed to the terms as written in the Agreement, attached.

Possible Alternatives.

Council may choose to not approve the Agreement, or may direct staff to consider modifications to the Agreement.

Comprehensive Plan & Priority Alignment.

While there are no goals or initiatives related specifically to private development construction activities, the Comp Plan vision is meant to protect the health, safety, and welfare of our community. Creating standard practices and policies to address activities that may impact public safety is a critical function of government.

Fiscal Impact.

None.

Staff Impact.

Town Legal and Engineering staff contributed approximately 30 hours total researching and drafting a template crane agreement. Town Legal staff spent approximately 1 hour corresponding with the applicant and their attorney to produce this particular Agreement.

Attachments or Links.

Temporary Encroachment Agreement for Placement of Crane on Town Property

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

I move to approve the Temporary Encroachment Agreement for Placement of Crane on Town Property between the Town and Kampai E Holdings, LLC as presented.

TEMPORARY ENCROACHMENT AGREEMENT FOR PLACEMENT OF CRANE ON TOWN PROPERTY

This Temporary Encroachment Agreement for Placement of Crane on Town Property ("**Agreement**") is made and entered this 1st day of June, 2022, by and between Kampai RE Holdings, LLC, ("**Owner**"), and the Town of Jackson ("**Town**"), a municipal corporation of the State of Wyoming.

RECITALS

WHEREAS the Owner is the owner of the property addressed as 175 Center Street, Jackson, WY 83001 and specifically described as Kampai PT Lot 8, PT Lot 9, BLK. 1, SMITH, ("**Building Site**");

WHEREAS the Town is the owner of the property addressed as Center Street and specifically described as Center Street public right-of-way ("**Town Property**");

WHEREAS the Owner is developing Remodeling the building on the Building Site ("**Project**");

WHEREAS the Owner means Kampai RE Holdings, LLC and any employee, contractor, subcontractor, assign, licensor, or other person having a direct or indirect contract with Kampai RE Holdings, LLC, or with any other contractor or subcontractor of Serenity Inc, who has been hired to assist with the Building Site or Project;

WHEREAS as part of the Project construction process, the Owner wishes to place a crane on a portion of the Town Property;

WHEREAS the Town is willing to allow the placement of a crane on the Town Property, while reserving the Town's right to request the subject crane be removed from the property; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and the Recitals above, which are true and correct and are incorporated herein as if repeated in their entirety below, and as further consideration for the Town's approval, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Grant of Temporary Crane Placement.** The Town hereby grants Owner permission for the temporary placement of the crane on the portion of Town Property depicted in the plan(s) set forth in **Exhibit A**, made a part hereof by this reference.
2. **Term.** The term of this Agreement ("**Term**") shall commence on the date of execution of this Agreement ("**Commencement Date**") and shall expire upon acceptance, evidenced by signature, by the Town Engineer of the Owner's written notification stating that the crane has been removed, that all of the Owner's obligations under this Agreement have been satisfied, and the Owner is not in default under the terms of this Agreement.
3. **Fees; Security.**
 - a) As consideration for the Owner's use of the Town Property, the Owner shall pay to the Town an annual fee in the amount of FIVE HUNDRED DOLLARS (\$500.00). Such annual fee is due, without pro rating, upon execution of this Agreement and on each anniversary of the Commencement Date thereafter. The Owner shall, simultaneously upon executing this Agreement, deliver to the Town a one-time administrative fee in the amount of SIX HUNDRED DOLLARS (\$600.00). The Owner thus agrees to pay the Town the following:
 - i. Administration fee (one time) \$ 600.00
 - ii. Annual fee (each year throughout Term) \$ 500.00
 - b) Owner shall, simultaneously upon executing this Agreement, deliver to the Town a letter of credit or cash

bond in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (“**Letter of Credit**”) as security for the Owner’s obligations under this Agreement. Said Letter of Credit must be valid throughout the term of this Agreement and allow the Town to draw on the Letter of Credit in the event:

- i. The Town acts pursuant to Section 12 (Emergency Conditions);
 - ii. The Town acts pursuant to Section 13 (Damage to Town Property);
 - iii. The Town acts pursuant to Section 14 (Remedies Available to Town); and
 - iv. Owner defaults under this Agreement.
- c) If the Owner is not in default under this Agreement the Town shall release the Letter of Credit or cash bond to the Owner upon the expiration of the Term.

4. **Party Representatives.**

- a) Town hereby designates the Public Works Director, Floren Poliseo, to act as its representative for the performance of this Agreement. The Town’s representative shall have the power to act on behalf of the Town for all purposes under this Agreement. If for any reason the Town’s representative is unavailable to execute performance under this Agreement, the Town further agrees to provide written notice, in accordance with Section 15(c) (Notice), of an alternate representative authorized to act on behalf of the Town.
- b) Owner hereby designates the Representative Natalie Cross, to act as its representative for the performance of this Agreement. The Owner’s representative shall have the power to act on behalf of the Owner for all purposes under this Agreement. If for any reason the Owner’s representative is unavailable to execute performance under this Agreement, the Owner further agrees to provide written notice, in accordance with Section 15(c) (Notice), of an alternate representative authorized to act on behalf of the Owner.
- c) Representative contact information is as follows:

Town:

Public Works Director
Floren Poliseo
P.O. Box 1687
Jackson, Wyoming 83001
fpoliseo@jacksonwy.gov
307 733 3932 x1401

Owner:

Kampai RE Holdings, LLC
Natalie Cross
PO Box 12136
Jackson, WY 83002
ncross@bamfunds.com
312.543.8224

5. **Conditions.** The Owner covenants, acknowledges, and agrees that this Agreement and the Owner’s exercise of the rights granted in this Agreement are subject to the following terms and conditions:

- a) In no event shall the Owner operate the crane, at any time to swing, load, unload, or hoist any objects, materials or other live loads over any portion of the Town Property that is occupied by persons.
- b) Prior to the installation and operation of the crane, the Owner shall have an approved construction management plan.
- c) The Owner covenants and agrees that prior to the installation and operation of the crane it shall obtain all necessary approvals and permits for the crane from any and all applicable government authorities and agencies.
- d) The Owner covenants and agrees to ensure that it erects, operates, dismantles, and removes the crane and performs all work permitted by this Agreement and completes all engineering and other inspections in accordance with all codes, laws, rules, and regulations prescribed by all governmental or other authorities having jurisdiction with respect to such matters and in accordance with prudent construction operating procedures.
- e) The Owner agrees to cooperate with the Town to accommodate any Town requirements with respect to

the Town's use of the Town Property provided such does not unreasonably interfere with the use of the Town Property by the Owner as provided herein. This includes temporarily ceasing operation of the crane or limiting its use if required by the Town acting reasonably.

- f) The issuance of this Agreement does not supersede any approvals required by the Town of Jackson or any department thereof associated with the development and/or construction processes.
- g) When not in use, the crane shall be secured in accordance with the written procedures of the crane's manufacturer subject to compliance with the requirements of any and all laws applicable thereto.
- h) The Owner must contact the electricity provider to make any arrangements the provider may reasonably require to have overhead electrical lines de-energized or relocated, at no cost of the Town, prior to commencing work.
- i) The Owner shall not release, deposit, discharge, place, or dispose of any toxic materials, substances, pollutants, contaminants, or wastes into the environment or at, on, or near the Town Property in contravention of any applicable laws whether into the air, land, surface water or groundwater, at any time. If any discharge, leakage, spillage, emission, or pollution of any type occurs, Owner shall provide immediate notice to the Town and, at its sole cost and expense, undertake all appropriate actions to remediate the affected property.
- j) The crane shall be operated in a way as to minimize interference with the reasonable use or enjoyment of the Town Property.
- k) The Owner agrees and covenants to secure the crane at all times so as to prevent unauthorized access to it and use of it.
- l) The Owner agrees and covenants that it will only permit personnel who are trained, qualified, and certified according to all applicable laws, regulations, and standards to erect, operate, supervise, signal, dismantle, and remove the crane.
- m) The Owner shall cease all use of the Town Property and shall dismantle and remove the crane as soon as it is commercially feasible to do so after its use is no longer needed for completion of the Project.

6. **No Representation or Warranty.** The Town makes no representation or warranty with respect to the condition or suitability of the Town's Property or the associated airspace for the Owner's intended use.

7. **No Interest by Owner.** The Owner acknowledges and agrees that the permission hereby granted cannot and does not create or grant the Owner any interest or easement in, over, or upon the Town Property.

8. **Indemnity.**

- a) The Owner hereby agrees to defend, indemnify, and hold harmless the Town, its elected officials, employees, agents, and contractors from and against any and all liability, claims, damages, losses, expenses, and costs (including without limitation costs and fees of litigation, arbitration, mediation, and professional services) of every nature arising out of or in connection with the presence (in whole or in part), installation, use, operation, and/or dismantlement of the crane. The Owner also hereby agrees to defend, indemnify, and hold harmless the Town for any claims or causes of actions alleged to have been caused by the Town's acts and/or omissions. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- b) The obligation of the Owner to hold harmless, defend, and indemnify the Town, its elected officials, employees, agents and contractors, under this Agreement, shall not and does not confer upon the Owner any right or authority to settle or take any steps, proceedings or do anything in the name of the Town, in respect of any claim, demand, action or proceeding which may be brought against the Town and in respect of which the Owner is obligated to indemnify the Town.
- c) The Owner covenants and agrees that it shall take all steps necessary to avoid construction liens being registered against title to the Town Property as a result of the activities of the Owner in connection with

the Crane. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, claims, demands and expenses whatsoever which the Town may incur as a result of the registration of any such construction liens. In the event of the registration of any such construction liens, the Owner covenants and agrees that within ten (10) days of receiving notice of a lien it will either take reasonable steps to discharge and vacate the same from title, or, in the alternative, commence the appropriate application seeking relief to vacate and discharge the same.

- d) Nothing in this provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Wyoming Statutes, case law, or any other source of law.
- e) The parties hereby expressly declare that it is neither their intention nor their agreement that any arrangements between them shall constitute or be deemed to constitute the Owner and the Town as partners, joint venturers, or agents of each other

9. **Release and Waiver.** The Owner hereby releases and forever discharges the Town, its elected officials, employees, agents and contractors, of and from any and all claims, actions, causes of action and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of or occasioned by the presence of the Crane (in whole or in part), the installation, use, operation and/or dismantlement of the Crane, including any work undertaken by the Owner or the Town, its contractors or agents as permitted by this Agreement.

10. **Insurance.**

- a) The Owner covenants to take out and keep in full force and effect throughout the Term of this Agreement and until the crane is removed from the Town Property, the following insurance which shall specifically include the risks and potential liability resulting from the use and/or operation (including the erection and dismantlement) of the crane which will present on the Town Property as described in this Agreement:
 - i. Commercial General Liability insurance applying to all operations of the Owner which shall include coverage for bodily injury liability, property damage liability, completed operations liability, contractor's protective liability, contractual liability, and non-owned vehicle liability.
 - ii. Such policy shall be written with limits of not less than TEN MILLION DOLLARS (\$10,000,000) exclusive of interest or costs, per occurrence and shall include the Town as an additional insured; and
- b) Such policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurer(s) to the Town at least thirty (30) days before the effective date thereof.
- c) All policies of insurance stipulated herein shall be with insurers that have a *Best Rating Guide* A Class Rating.
- d) The Owner shall deposit with the Town, simultaneously with its execution of this Agreement, a certificate of insurance, satisfactory to the Town, acting reasonably.
- e) The Owner shall file a renewal certificate with the Town not later than one (1) month before the expiration date of any policy provided pursuant to this Agreement, until the expiration of the Term. In the event that such renewal certificate is not received, the Town shall be entitled to terminate this Agreement.
- f) The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims, if any, for which it may be held responsible.

11. **Agreement to Enter.** For the purposes of permitting the Town to carry out any of its rights and remedies under this Agreement or at law, the Owner hereby grants to the Town an irrevocable right to enter upon and access the Building Site, upon twenty-four (24) hours' written notice given by the Town, unless the Town is acting in accordance with Section 12 (Emergency Conditions), in which case no notice is required to be given by the Town.

12. **Emergency Conditions.** If the Town Engineer deems in their reasonable opinion that an emergency exists or may exist as a result of the crane being or possibly becoming a hazard or a source of danger to the health and safety of the public, the Town Engineer shall immediately notify the Owner of the hazard and/or danger. The Town Engineer may require the Owner via written or oral notice, within a time specified by the Town Engineer, to take certain measures that they deem necessary, which shall be set forth in the notice, to remove the hazard, danger, or potential danger created by the Crane. Notwithstanding anything contrary herein, the Owner acknowledges that such measures may include the Town requiring the Owner to: 1) limit the use of the crane; 2) cease operation of the crane; and 3) remove the crane. Owner agrees that it will comply immediately with such requirements. If the Owner fails to comply as requested and within the time specified by the Town Engineer, then the Town Engineer may take the necessary measures on behalf of the Owner, without further notice to the Owner. Where the Town Engineer takes any action under this Section, the expenses incurred by the Town in so doing shall be promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit or cash bond with no further notice to the Owner. If the Letter of Credit or cash bond is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law.
13. **Damage to Town Property.** The Owner agrees that in the installation, operation, placement, dismantlement, and removal of the crane, the Owner shall ensure that no damage is caused by the Owner to any part of the Town Property. In the event there is damage to the Town Property, the Town Engineer may require the Owner via written notice, within a time specified by the Town Engineer, to take certain measures that they deem necessary and that shall be specified in the notice to repair the damage. If the Owner fails to comply as requested and within the time specified by the Town Engineer, then the Town Engineer may take the necessary measures to repair the damage on behalf of the Owner, without further notice to the Owner. Where the Town Engineer takes any action under this Section, the expenses incurred by the Town in so doing shall be promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit or cash bond with no further notice to the Owner. If the Letter of Credit or cash bond is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law.
14. **Remedies Available to Town.**
- a) In the event that the Owner is in default of any of the terms in this Agreement the Town may deliver to the Owner written notice of such default which written notice shall specify the default. The Owner agrees to either cure such default within five (5) business days after receipt of written notice from the Town or where such default cannot be cured within five (5) business days, to give written notice to the Town within such five (5) business day period of a methodology acceptable to the Town acting reasonably and based upon best practices (including a proposed timetable for implementation or completion of same, as the case may be, certified by the Owner's consultants where necessary), to remedy such default. In the event that the default is not cured within the five (5) business day period or the methodology is not acceptable to the Town acting reasonably, without further notice to the Owner, the Town may, in its discretion, make any payment, carry out any work, cause such work to be carried out or do any other thing which is the obligation of the Owner to do under this Agreement and the Owner shall within thirty (30) days of receiving written notice (notifying the Owner of the amount owing), reimburse the Town in full for all sums so paid, including any and all costs and expenses incurred by the Town in carrying out any such work or doing such things. If the costs and expenses are not paid to the Town within thirty (30) days of receiving written notice, such amount may be drawn from the Letter of Credit or cash bond with no further notice to the Owner. If the Letter of Credit or cash bond is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner

permitted by law.

- b) The costs and expenses incurred by the Town and referred to in clause a) hereof and Section 12 (Emergency Conditions) may include, but are not limited to, the wages and benefits paid to or in respect of any employees or contractors of the Town in respect of the time during which such employees were employed with the Town, supervising or administering the carrying out of such work or things and the replacement cost of any materials owned by the Town and used in connection with the same and any amount equivalent to the amount that would have been the reasonable rental cost of any Town owned equipment used in that connection if the same were not owned by the Town, as well as any other costs or expenses incurred by the Town.
- c) In the event that:
 - i. a default is not cured within five (5) business days after receipt of written notice from the Town of such default and such methodology is not provided to the Town within the five (5) business day period; or
 - ii. the Owner fails to diligently pursue the remedy to such default as proposed in the methodology; or
 - iii. the Owner fails to make payment to the Town within thirty (30) days after receipt of written notice from the Town indicating the costs and expenses owing to the Townthe Town may terminate this Agreement and/or all rights granted hereunder by written notice of termination given to the Owner. Upon notice of termination, the Owner shall remove the crane from the Town Property within forty-eight (48) hours. If the crane is not removed within the forty-eight (48) hours, then the Town Engineer may remove the crane from the Town property and all expenses incurred by the Town in so doing shall be promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit or cash bond with no further notice to the Owner.
- d) The Owner covenants and agrees to pay to the Town its reasonable legal fees incurred as a result of exercising its rights and remedies under this Agreement.

15. Miscellaneous Provisions.

- a) Authority to Execute. It is acknowledged that the parties hereto have the authority to enter into this Agreement, that none are bound by any previous agreement that adversely affects this Agreement, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.
- b) Entire Agreement and Amendment. The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. No amendment of this Agreement shall be effective unless in writing and signed by both parties.
- c) Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, and addressed as follows:

Town:

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

Owner:

Kampai RE Holdings, LLC
Natalie Cross
PO Box 12136
Jackson, WY 83002
ncross@bamfunds.com
312.543.8224

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

- d) Waiver. A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
- e) Assignment. This Agreement shall not be assigned or transferred by the Owner without the express written consent of the Town, not to be unreasonably withheld or delayed.
- f) Recitals Part of Agreement. The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.
- h) Severability. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- i) 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.
- j) Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESign Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
- k) Governing Law, Jurisdiction, Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- l) Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- m) Section Headings. The headings to the sections of this Agreement are solely for convenience and reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the last date signed below.

Kampai RE Holdings, LLC

A Limited Liability Company
of the State of Wyoming



By: Natalie Cross
Title: Owner Representative

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

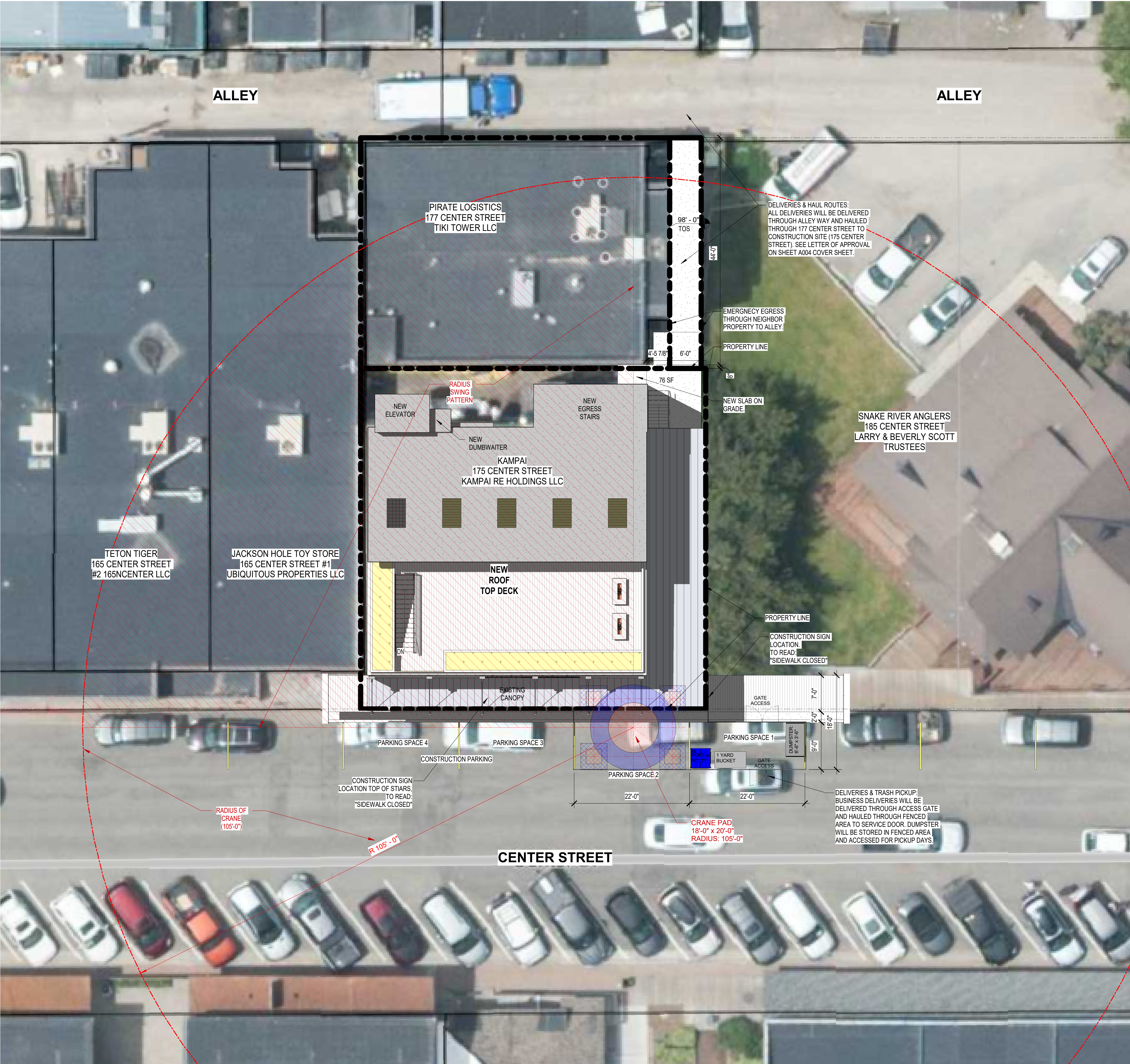
BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

EXHIBIT A

Plans Depicting Location of Crane

Follows on Next Page



1
A012
NEW SITE PLAN
1" = 10'-0"



STAFF REPORT



Meeting Date:	May 16, 2022	Meeting Title:	Regular Town Council Meeting – Consent
Submitting Department:	Administration	Presenter:	Riley Taylor
Agenda Item:	Airport Board FY23 Budget Approval	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider approving the FY23 budget of the Jackson Hole Airport Board.

Requested Action.

To approve the proposed FY23 budget of the Jackson Hole Airport Board as presented.

Recommendations.

Staff recommends the Town Council consider the budget for the Airport Board and determine whether they are ready to adopt the budget as presented, make amendments and adopt as amended, or continue action on the budget at a later meeting.

Background.

The Jackson Municipal Code and the Joint Powers Agreement between the Town and County requires Town Council and County Commission approval of the Airport budget.

An excerpt from the Municipal Code is below:

2.36.080 Budget submission--Funding.

The board shall submit on or before the first day of June of each year, to the Town Council, and to the Board of County Commissioners, Teton County, a proposed budget for the ensuing fiscal year which will be from July 1st of each year until June 30th of the ensuing year. Said budget shall be subject to alteration, modification or revision by the Town Council or Board of County Commissioners and after being approved by them shall be adopted as the fiscal plan of the board for the subsequent year. Such fiscal plan as approved by the board of county commissioners and Town Council shall be funded from revenues derived from the Jackson Hole Airport operation, supplemented by additional appropriations on an equal basis from the county of Teton and the Town of Jackson. (Ord. 837 § 1, 2006; Ord. 109 § 8, 1967.)

An excerpt from the JPA is below:

8(d) Budget Approval. The board shall submit on or before the 1st day of May of each year to the Teton County Board of County Commissioners and the Jackson Town Council a proposed budget for the fiscal year of July 1 through June 30. Said budget shall be subject to alteration, modification or revision by the Teton County Board of County Commissioners and the Jackson Town Council acting jointly, and after being approved by them, shall be adopted as the fiscal plan of the Board for the subsequent year. Such fiscal plan shall be funded from revenue derived from the operation of the Jackson Hole Airport, state and federal grants and passenger facilities charges, supplemented if necessary by additional appropriations on an equal basis from Teton County and the Town of Jackson.

Analysis.

As noted in the budget, the Airport does not receive any direct funding from the Town of Jackson or Teton County. Representatives from the Airport will be at the meeting to answer questions.

Possible Alternatives.

1. Adopt the proposed budget as presented.
2. Ask questions, and then either adopt or postpone action on the budget.
3. Alter, modify, and revise the budget and ask the Airport Board to come back and present their changes to the Town Council and County Commission at a later meeting.
4. Other.

Comprehensive Plan & Priority Alignment.

Airport operations directly contribute to Section 6 under Quality of Life related to a Diverse and Balanced Economy. This section in the Comprehensive Plan discusses the encouragement of businesses and businesspeople that could work from anywhere locating here and the Airport is a critical component of that connectivity and ability to work remotely. The Airport does not require investment of local funds for economic development and this is in direct alignment with Strategy 6.3.S.1.

Fiscal Impact.

None. The Town and the County do not currently supplement the Jackson Hole Airport Operation.

Staff Impact.

Approximately 30 minutes to prepare this staff report and obtain necessary budget documents from the Airport Board.

Attachments or Links.

Proposed FY23 Budget

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

I move to approve the FY23 budget of the Jackson Hole Airport Board as presented.

Jackson Hole Airport Operating Budget 2022-2023



Accounting & Finance Department
Jackson Hole Airport
3/22/2022

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Background

The following pages present the Jackson Hole Airport Board's ("the Board") operating budget for fiscal year 2022/2023. The Board consists of five members jointly appointed by the Town and County. The Joint Powers Agreement sets forth the terms by which the Town, County and Airport operate. Under this agreement, the Town and County annually review the Airport Budget. The Town and County also sign all FAA grant agreements as co-sponsors. The Board operates under the authority of both an Airport Board under Wyoming State Statute and as a Joint Powers Board and holds ownership of all facilities, equipment, lease holdings and operating rights.

The Board adopted a Certificate of Organization on January 2, 1968, pursuant to the Town of Jackson Ordinance and Board of Teton County Commissioners Resolution officially forming the Airport Board and electing officers. Annually the Certificate of Organization is renewed, and new officers are elected as appointed by the Town and County. For the year February 1, 2022 – January 31, 2023, the slate of officers is: Bob McLaurin, President; Ed Liebrecht, Vice President; Valerie Brown, Treasurer; Rob Wallace, Secretary; and John Eastman, Member. The Board operates the Airport inside the boundaries of Grand Teton National Park ("the Park") under a Use Agreement with the U.S. Department of Interior.

The Board's fiscal year is from July 1 – June 30 each year. Once the Board approves the budget it is submitted to the Town and County for review by May 1st of each year. Changes to the Board approved rates and charges are made prior to July 1 by resolution. This includes changes to ground transportation fees, parking fees, rents, and other standard fees. The Board approved rates and charges can be found on the airport website at <https://www.jacksonholeairport.com/records-reports/board/>.

The Board operates the Airport as a business enterprise to be financially self-sufficient. The Airport does not have the authority to tax and does not use local tax dollars, property tax or sales tax. The Airport is funded through fees paid by airport users, including airlines and businesses that operate at the airport. The airport is a key piece of infrastructure for our community, connecting citizens and employers to the country and globally. The airport supports not just passenger travel but also search and rescue, wildland firefighting, air medical, the National Park Service and Wyoming Game and Fish, among many other activities. (<http://www.dot.state.wy.us/home/aeronautics/2020-aviation-economic-impact-study.html>)

Impacts of COVID-19

Air Service

While 2020 saw traveler numbers reduced due to the COVID 19 pandemic, the Airport began a recovery with the start of the summer season mid-June 2020. This continued through 2021 with the Airport seeing 499,609 deplaned visitors. The airlines continue to view Jackson as a solid market with service to 14 non-stop destinations in the summer of 2022.

Finance

While demand for air travel continues to recover Airport staff works to determine what expenses are immediately necessary and which can be deferred and accomplished later in the budget year as more information is available regarding revenue. The Airport finance department, project managers and engineers frequently review the cashflow and capital plan to ensure the financial plan established with the budget remains on track and is aligned with the budget.

Operations

There were a number of operational changes made at the Airport due to the COVID pandemic. The Airport continues to evaluate the various health orders, regulations, and passenger needs to adapt to the new environment.

Airport Activity

Reviewing the Airport's activity numbers is important to planning long-term needs for infrastructure, staffing, and operations. While enplanements at the Airport showed growth through 2019, the pandemic had a national impact on air travel. Across the country, travel has nearly recovered with domestic travel approaching 2019 levels. The numbers in the forecast used to develop the budget represent a "best estimate" following conversations with the Airlines and considering the dynamic environment that currently exists related to both the economy and Covid.

Budget Goals

The goals for this budget cycle are as follows:

- Fiscal responsibility – execute a financial plan that provides the resources necessary to achieve the capital, operating, and cash flow objectives while maintaining a strong financial position.
- Operate a safe, secure, and environmentally responsible airport.
- Provide services that meet customer expectations.
- Community partnerships.
- Attract, develop, and retain high performing employees – Employer of Choice.

Jackson Hole Airport Board Budget Summary

This year we are presenting the budget with four enterprise centers and six cost centers. The enterprise centers include the Fuel Farm, Security Operations, Airport Operations, and Fixed Based Operator (FBO). The six specific cost centers remain unchanged from prior years and include: airfield, landside, terminal, other buildings and grounds, environmental, and community outreach. Revenues, expenses and cost centers for the various enterprise centers and their associated cost centers are outlined in the following pages. During this next fiscal year, the Airport will begin operating the fixed base operation at the airport. In the months leading up to this enterprise, the Airport is planning for adequate staffing, equipment and facilities to ensure a smooth transition and ongoing operations.

Presented on the following page is a chart summarizing the Airport Board's total budget for fiscal year 2022/2023.

Revenues		2022-2023
	Airport Operations	20,061,167
	Security Operations	9,036,752
	Fuel Farm Operations	26,590,520
	FBO Operations (two months)	5,885,421
	ARPA Funds	2,101,438
Total Revenue		64,742,298
Expenses		
	Airport Operations	(19,033,233)
	Security Operations	(9,493,327)
	Fuel Farm Operations	(27,397,299)
	FBO Operations (two months)	(5,908,675)
Total Expense		(61,832,535)
	Net Income	2,909,763
Capital and Debt Sources		
	Federal Grants	11,450,670
	State Grants	306,260
	Fuel Fees	2,890,568
	Passenger Facility Charges	1,800,000
	Customer Facility Charges	1,700,000
	Loan Funding	34,111,282
Total Capital and Debt Sources		52,258,781
Capital Expenditures		
	FBO	(18,501,282)
	Terminal	(22,077,743)
	Airfield	(7,073,828)
	Landside	(1,850,000)
	Equipment	(347,000)
	Minor Capital Projects	(895,000)
Total Capital Expenditures		(50,744,853)
Debt Service		
	Terminal	-
	Rental Car QTA	(1,412,020)
	Fuel Farm	(950,278)
	FBO - Hangars	-
	Restaurant	(1,237,183)
Total Debt Service		(3,599,481)
	Subtotal Capital and Debt	(2,085,554)
To/(From) Net Reserves FY 21/22		824,209
Unrestricted Cash Balance Forecast FYE June 30, 2022		9,131,481
Unrestricted Cash Balance Forecast FYE June 30, 2023		9,955,690

Airport Operations

The Airport operating budget is a stand-alone enterprise center separate from security operations, fuel farm operations and FBO operations. All revenues generated from the operation of this enterprise center, including rents, landing fees, and other operating fees, will be used to offset the expenses related to airport operations. This budget year the airport will use the balance of the American Rescue Plan Act (ARPA) grant for operating expenses and debt service. The year-end balance expected from airport operations is anticipated to be -\$1,930,910 including airport funded capital expenses. This is before the \$2,101,438 in American Rescue Plan Act (ARPA) grant funding from Congress which was approved in fiscal year 2020/2021. The grant money can be used for any FAA approved airport operating expense or airport debt service. The funding will be used to support operating expenses and debt service payments in fiscal year 2022/2023. The specific details for the airport operations enterprise center are outlined on pages 6 – 12. The Airport's capital plan can be found on pages 16 – 17.

Security Operations

Security is an individual enterprise center with a separate budget from the Airport Operating budget. All income and expenses related specifically to security operations are in this enterprise center. Revenue is derived through the security screening of both passengers, and concessions entering the secure area of the airport. It also covers costs associated with overall airport security including additional airport security achieved through two contracts: one for contract night security services and the other with the Town of Jackson for federally mandated law enforcement officer presence during airport screening operations. The balance from operating the Security Operations enterprise center is -\$456,575. The Security Operations enterprise center details can be found on page 13.

Fuel Farm

The fuel farm operation has been set up with an individual operating budget as an enterprise center, it includes income, expense, and debt service payment. Fuel sales have been adjusted based on predicted activity levels for the upcoming budget year. Income includes fuel and glycol revenues, the administration fee on fuel and glycol, and the fees on fuel delivered. Fuel farm expenses include fuel and glycol purchases, glycol recovery and trucking expenses, labor, overhead and maintenance expenses at the fuel farm, and glycol recapture pad and debt service. Year-end income anticipated to be received from the fuel farm operations are \$1,133,511 after debt service. The fuel farm enterprise center information is detailed on page 14.

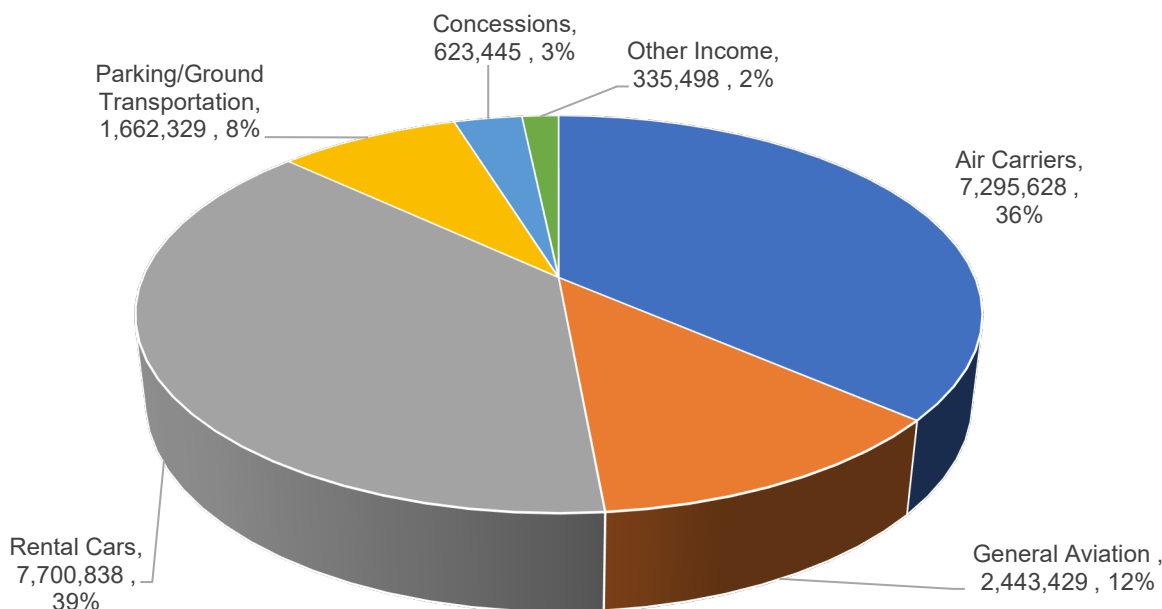
Fixed Base Operation

The fixed base operation provides aeronautical services for both general aviation and airline aircraft, additionally it supports private aviation passengers and crew. The FBO has been set up as the fourth enterprise center with an individual operating budget that includes income, expense, and payroll activity. For fiscal year 2022/2023 the FBO will be operated by the Airport beginning on May 1 (two months). Year-end net income anticipated to be received from the FBO are -\$23,254. The FBO enterprise center information is detailed on page 15.

Airport Operations Revenue Summary

The Airport does not have the authority to tax and does not use local tax dollars, property tax or sales tax. Aeronautical revenues are collected from both the fixed base operator and the airlines as well as other aeronautical users of the airport. Non-aeronautical revenues are collected from a variety of sources including terminal concessions, rental cars and parking. These revenue streams are used to fund cost center expenses. There are six revenue centers for airport operations including air carriers, rental cars, general aviation, concessions, parking/ground transportation, and other income. A more detailed review of the anticipated revenues and sources for each of these profit centers is below.

Airport Operations Income Budget FY 2022/2023



Air Carriers

Air Carrier income is derived from two sources: landing fees and terminal rents. These revenues are used to offset expenses related to the airfield and terminal operations. Landing fees are calculated on a maximum certified gross weight (CGW) basis and will adjust to \$5.77 per 1,000 pounds landed CGW.

Air carrier revenue is expected to be \$7,295,628 in fiscal year 2022/2023. Of this, \$3,635,652 is terminal space rental and the remaining \$3,659,976 is landing fees.

Rental Cars

Rental car revenue is predominantly composed of minimum annual guaranteed amounts (MAGs). The rental car agreements were re-bid in 2020 in an open competition process that established new MAGs. By contract, the on-airport rental car

companies are required to pay 10% of gross revenue or their MAG, whichever is higher. The rental cars also pay rent for space in the terminal and parking lot (including storage spaces) to help offset the expenses related to the terminal and landside cost centers. The terminal rent is calculated at the same rate as that charged to the air carriers. Finally, the rental cars pay rent, operations and maintenance costs for the use of the rental car quick turnaround (QTA) car wash facility. These fees help to offset the cost of operating the QTA facility. The rental car revenue for fiscal year 2022/2023 is anticipated to be \$7,700,838.

General Aviation

This revenue center includes landing fees as well as concession fees. The income is used to pay for airfield costs as well as environmental expenses and other operational expenses including snow removal and ARFF. This is budgeted to be \$2,443,429 for fiscal year 2022/2023.

Concessions

Much of the income from concessions is received from restaurant revenue. All concession revenue is dependent on activity level and has been adjusted based on anticipated reduced activity during the restaurant reconstruction. The restaurant revenue is composed of either a percentage of gross revenue or minimum annual guarantee. The operator pays whichever amount is higher. In addition to restaurant revenue, additional concession income is received from catering. The concession revenue stream helps to fund the terminal cost center. Revenue is budgeted to be \$623,445 for fiscal year 2022/2023.

Parking/Ground Transportation

Parking and ground transportation revenue includes parking fees and ground transportation access fees. A parking fee adjustment to include re-defining short- and medium-term parking has been included for budget purposes. Also included are adjustments to parking and ground transportation fees. These fees help to support the maintenance and upgrades of the airport's roadways and parking lots. For fiscal year 2022/2023, parking/ground transportation income is budgeted to be \$1,662,329.

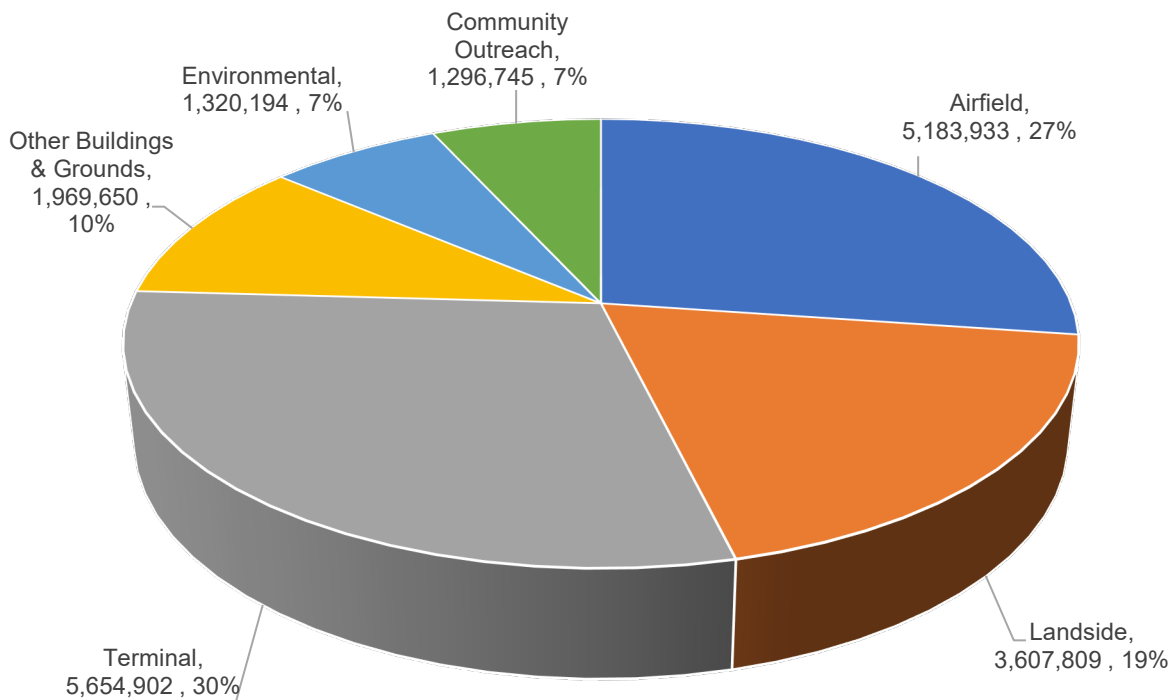
Other Income

Other income includes interest income, advertising income, and other airport revenue received from smaller lessees such as the cell tower or brochure space agreements. The budgeted amount for fiscal year 2022/2023 is \$335,498.

Airport Operations Expense Summary

As presented on the following pages, the budget has been developed to accomplish the airport's financial objectives. These objectives were detailed above but more broadly include: 1) operate a safe, secure and environmentally responsible airport, 2) meet customer and community expectations, 3) capital reinvestment to deliver and maintain a facility that meets the needs of the traveling public.

Airport Operations Expense Budget FY 2022/2023



Budgeted expenses for airport operations total \$19,033,233. Operating expenses exclude security operations, fuel farm expenses, and FBO expenses as those are reflected in separate budgets on pages 13 (security), 14 (fuel farm) and 15 (FBO) following the detailed cost center information.

The number of full-time equivalent staff for Airport (non-screening) employees is projected to increase to 62 for this upcoming fiscal year 2022/2023 including seasonal hosts and seasonal winter operations employees. A key change in the Airport's staffing will be the inclusion of an in-house custodial department with seven full time/year-round and seven full time/seasonal positions. Screening staff will remain at 62 including support staff. Finally, there is a planned 5% adjustment in health insurance this year.

Airport Operations Budget Cost Centers

Throughout this past year the Airport has been planning for a 78-day closure to occur for the runway reconstruction project just prior to the start of this budget (April 11 – June 27, 2022). Additionally, there have been several other terminal projects underway concurrently with the Airport runway closure.

There are six direct cost centers for the Airport: airfield, landside, terminal, other buildings and grounds, environmental, and community outreach. There are also 15 indirect cost centers for the Airport. The indirect cost centers include areas such as personnel expenses, utilities and building expenses, operations and maintenance expenses and equipment expenses.

In allocating overhead expenses to the cost centers, staff again reviewed staff hours dedicated to the centers as well as the budgeted costs associated with each indirect cost center. This was compared with the prior year's percentages to determine what, if any, adjustments were needed. The expenses for the indirect cost centers excluding administrative expenses were allocated to the direct cost centers based on this analysis. After those direct and indirect costs were allocated to the direct cost centers, administrative expenses were allocated based on the total actual direct and indirect costs for each cost center. The overall budget numbers allocated to each cost center can be found on the following table.

	Budget Operating Expense FY 2022-23	Airfield	Landside	Terminal	Other Buildings & Grounds	Environmental	Community Outreach
Payroll	9,434,378	2,735,970	2,264,251	2,783,142	584,931	330,203	735,882
Administrative Expense	3,317,001	1,160,950	663,400	1,061,440	331,700	33,170	66,340
Utilities	675,623	90,017	13,017	477,196	69,360	16,867	9,167
Snow Removal Expense/other	404,524	329,468	65,114	-	9,942	-	-
Equipment (non-capital) Expense	366,650	135,870	58,720	77,035	82,256	3,955	8,814
Customer & Employee Relations	331,443	-	-	-	-	-	331,443
Environmental Planning & Ops	1,104,698	-	169,050	49,550	-	750,999	135,100
R & M - Building	1,150,670	-	-	1,045,015	105,655	-	-
R & M - Operations	329,500	129,333	150,833	22,500	16,833	-	10,000
R & M - Vehicles	353,090	173,375	139,334	11,915	28,466	-	-
Security Operations	252,500	75,750	75,750	75,750	25,250	-	-
QTA Operations	413,756	-	-	-	413,756	-	-
ARFF	442,400	353,200	8,340	51,360	29,500	-	-
Noise Monitoring and Fly Quiet Program	185,000	-	-	-	-	185,000	-
Control Tower Operation	272,000	-	-	-	272,000	-	-
TOTAL OPERATING EXPENSE	19,033,233	5,183,933	3,607,809	5,654,902	1,969,650	1,320,194	1,296,745

Airfield Cost Center:

This cost center includes the costs associated with the airfield and air carrier apron including snow removal, aircraft rescue firefighting, operations and maintenance expenses, and utilities expenses. The adjustment in this cost center is due to an increase in non-capital equipment, Aircraft Rescue and Fire Fighting (ARFF) expenses and snow removal. Non-capital equipment increased due to an investment in a bunker gear extractor and an ARFF self-contained breathing apparatus (SCBA) compressor. The adjustment in ARFF is a result of the anticipated transition to new Class B fire retardant and the expense for the full scale training this year. Snow removal expenses are tied to fuel and snow removal materials price increases.

Landside Cost Center:

This cost center includes the expenses associated with the parking lots and roadways at the Airport. The adjustment in environmental planning and ops in the landside cost center is due to a reallocation of expenses. Repair and maintenance (R & M) operations increased as a result of some minor landside projects such as curb and fencing repairs.

Terminal:

Included in the terminal cost center are all costs associated with the terminal building including repair and maintenance, custodial, utilities, baggage system and certain security items related to access control (cameras, doors, alarms). Increases in this cost center include payroll and administrative expense. The adjustment in the terminal cost center is mostly due to payroll. This is reflective of the move from outsourcing custodial services to having them in-house. Administrative expense was adjusted to include additional IT needs in the terminal to meet growing cybersecurity demands and training needs for the new staff.

Other Buildings and Grounds:

This cost center includes the Airport owned hangars, control tower, and the rental car quick turnaround wash facilities. Like the terminal cost center, significant expenses in this cost center include operations and maintenance for these buildings, custodial, and non-capital equipment expenses. The most significant change is in QTA operations to account for increased maintenance needs as the facilities age. There is also an adjustment in payroll to account for the transition from outsourced custodial to in house custodial. Finally, there is an adjustment in control tower operation due to a need to support tower personnel costs to ensure adequate staffing and operating hours in the control tower.

Environmental:

This past year the airport continued the progress made in the area of environmental initiatives. The objective this year is to continue to work on the previously established initiatives including the water quality initiatives, noise monitoring and the Fly Quiet Program.

Community Outreach:

With the projected activity levels and proposed projects as well as the uncertainty regarding travel requirements during the ongoing COVID pandemic, continued messaging and community outreach remain important. This is reflected in an increase in the customer and employee relations indirect cost center. There have been utilities and equipment items included in this cost center which are related to telephone and computer expenses. The environmental expenses are associated with Good Traveler, carbon offsets, and work on the environmental initiatives.

Security Operations Budget

The airport continues to reflect all security operations in a separate enterprise center. Expenses include the provision of security screening services, night security, and the costs associated with the Town of Jackson Law Enforcement Officer agreement. There is an increase in the night security agreement for FY 2022/2023. The security screening contract was extended for an additional year with TSA. All these items are reflected in the security operations budget which is presented below.

Revenues	FY 2022/2023
TSA Security	8,896,927
TSA LEO	120,000
Security Badges	19,825
Total Revenues	9,036,752
Expenses	
Security Payroll	(8,683,692)
Claims	(10,000)
Consumables	(100,000)
Night Security	(146,000)
TOJ LEO	(553,635)
Total Expenses	(9,493,327)
Net Revenues JHAB	(456,575)

Fuel Farm Operations Budget

The fuel farm operating budget is presented below. The fuel farm budget includes: staff overhead, fuel purchase expenses, maintenance, glycol trucking expenses, and insurance. Revenues include fuel sales (at cost), administration fees, and fuel facility use fees (\$0.25/gallon).

	Total FY 2022/2023
	BUDGET
Revenues	29,481,088
Expenses	27,397,299
Funds available for debt service	2,083,789
Interest / Principal Loan Payment	950,278
Net Revenues	1,133,511

Fixed Base Operations Budget

The airport will begin operating the fixed base operation (FBO) at 12:01 am on 5/1/2023. Therefore, two months of operation including revenues and all expenses such as payroll, rents and operating fees have been included in the FBO budget. Additionally, in anticipation of this enterprise, the airport will need to acquire equipment and bring on staff ahead of the transition.

	Total FY 2022/2023
	BUDGET
Revenues	
Fuel Revenue	5,179,607
Maintenance	63,972
Parking/Handling/Tiedown	358,018
Hangar Revenue	161,000
Landing Fees	122,824
Expenses	
Fuel Fees	255,077
Fuel/Glycol Expense	1,789,852
Operating Fees	320,110
Administrative	1,305,303
Overhead	2,238,333
Sub-Total Company	
Revenues	5,885,421
Expenses	5,908,675
Net Revenues	(23,254)

Debt

All bonds issued by the Board are “revenue bonds” because they are secured by a specified revenue source. The Board holds sufficient funds as restricted cash to cover at least one year of debt service as well as other restricted cash investments to meet debt service requirements. For the fiscal year 2022/2023 the Board has three bonds outstanding. The Board decided to retire the terminal bonds during fiscal year 2021/2022 and to refinance the fuel facility bond under better terms. The outstanding debt service for the upcoming fiscal year is:

	Annual Source	Annual Payment
FIB Rental Car QTA		-\$1,435,001
FIB - Fuel Farm		-\$950,377
FIB – Restaurant		-\$1,385,477
Total Bond Payments		-\$3,770,855
Paid with CFC	\$1,435,001	
Paid with Flow Fee	\$950,377	
Paid with Operating Revenues	\$1,385,477	
Total Bond Sources	\$3,770,855	

Capital Plan

Capital expenses such as equipment purchases, and construction costs are funded through the Capital Improvement Program (CIP). Capital funds include the Federal Airport Improvement Program (AIP), state grant funds, Passenger Facility Charges (PFCs) and rental car Customer Facility Charges (CFCs). The Board will continue to work on the restaurant reconstruction project which was started during the airport closure. Additional projects anticipated this year include beginning construction of hangar 3 and design work for expansion of the existing stormwater detention system. The hangar 3 project is to replace previously removed infrastructure following the commitment made to build these hangars for locals who were displaced several years ago. There are also several minor capital projects the Airport intends to complete such as landside and airside pavement repairs and painting and equipment purchases. Staff continues to work closely with the construction management team to coordinate all projects and reduce the impacts to travelers as much as possible. Additionally, it is important to note that the CIP is developed each year and updated throughout the year as funding becomes available. The list is comprehensive and not all the listed projects may be completed in a single year. Priority projects are identified and may be accomplished as time and funding allows. All the proposed projects for FY 2022/2023 are detailed in Appendix 1.

Appendix 1

AIRFIELD		Federal	State	Loan	Airport
Runway Reconstruction CA/CO Phase 2 - 2021_2022	641,234	641,234			
Runway Reconstruction Phase 1 - 2021_2022	552,268	552,268			
Runway Reconstruction Phase 2 - 2021_2023	2,224,054	2,085,050	55,601		83,402
Taxiway A4 Reconstruction - CA/CO - 2022	30,000	28,125	750		1,125
Taxiway A4 Reconstruction - 2022	439,954	412,457	10,999		16,498
Taxiway A1 Reconstruction - CA/CO - 2022	30,000	28,125	750		1,125
Taxiway A1 Reconstruction - 2022	452,905	424,598	11,323		16,984
Expand Existing Detention System Design - 2022_2023	1,012,417	949,141	25,310		37,966
GA Ramp Reconstruction Design - 2022_2023	954,795	895,120	23,870		35,805
Taxilane and Deice Pad Project Design - 2022_2023	1,008,150	945,141	25,204		37,806
Taxilane and Deice Pad Project (CA/CO) - 2023-2024	125,000	117,188	3,125		4,688
Taxilane and Deice Pad Construction - 2023_2024	1,500,000	1,406,250	37,500		56,250
Taxiway A Rehab (North) Design - 2022_2023	700,000	656,250	17,500		26,250
Taxiway A Rehab (North) CA/CO - 2023_2024	100,000	93,750	2,500		3,750
Taxiway A Rehab (North) - 2023_2024	1,250,000	1,171,875	31,250		46,875
Seal Coat and Mark Pavements - CA/CO	290,000				290,000
Wildlife Hazard Modifications	120,000	120,000			
ATCT Upgrades	1,000,000	1,000,000			
EQUIPMENT					
Replace Operations Vehicles	220,000				220,000
New SRE (Broom or Plow trucks)	125,000				125,000
New Loader/Dozer	1,000,000				1,000,000
Pavement Rubber/Paint Removal Vehicle	550,000				550,000
SRE attachments	142,000				142,000
FBO					
Hangar 3A-C & GSE CMAR Pre-Construct Services	17,007				17,007
Ph 2 - Construct Hangar 3 & GSE Building	30,000,000			30,000,000	
Ph 2 - CA/CO	1,250,000			1,250,000	
FBO Terminal & New Hangars Design	2,148,071				2,148,071
FBO Terminal & New Hangars Design CMAR Cons. Svcs	38,000				38,000
LANDSIDE					
EV Charging Stations	1,500,000	1,500,000			
Upgrade Tower HVAC Nat. Gas	150,000				150,000
MINOR PROJECTS/JAC OPS					
Terminal Paging System/Upgrade	250,000				250,000
Automated Floor Cleaner	60,000				60,000
Alert Phone System	75,000				75,000
New Gate Hangar 5	80,000				80,000
Wildlife Fence	100,000				100,000
Taxiway A Rut Repair	100,000				100,000
Lighting Control System	80,000				80,000
New ATIS	100,000				100,000
Bagbelt System Upgrades	400,000				400,000
TERMINAL					
Restaurant Project - CA/CO	412,725			412,725	
Restaurant Expansion Project - Construction	13,791,717			13,791,717	
Restaurant Expansion Project - Basement Fit-Out	650,000			650,000	
Special Inspections and Testing	30,000			30,000	
Restaurant Furniture	1,150,000			1,150,000	
Checkpoint Project - Construction	5,104,007				5,104,007
Special Inspections and Testing	10,000				10,000
TSA Screening Equipment Relocation 2x	100,000				100,000
ATO to Holdroom Project-CA/CO	55,000				55,000
ATO to Holdroom Project-Construction	751,690				751,690
Restaurant Kiosk Relocation - Furniture	137,692				137,692
Project Coordinator/Owners Rep	52,255				52,255

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Special Restrictions for Workforce Ownership Housing in The Glenwood Condos at 185 N Glenwood	Public Comment:	No

Purpose & Policy Considerations.

The Town Council ("Council") will consider four Workforce Ownership Special Restrictions ("Special Restrictions") at 185 N Glenwood Street. These deed restrictions satisfy the housing requirement for on-site use of the Workforce Housing Floor Area Bonus tool (LDR Sec. 7.8.4).

Requested Action.

Approval of the Special Restrictions and authorization of Mayor Morton-Levinson to sign the Special Restrictions.

Recommendations.

Staff recommends approval of these Special Restrictions. All use the standard Workforce Ownership template approved by the Town Council in 2021.

Background.

Recent redevelopment of this site used the Workforce Housing Floor Area Bonus tool to produce bonus unrestricted housing units in exchange for Workforce Restrictions on four new housing units. These restrictions satisfy the condition of approval for the Final Plat (P21-240) at this site, which was approved by Town Council on November 15, 2021 and is awaiting recordation: "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."

Analysis.

Production of required affordable workforce housing on the project site is the preferred method per the Town of Jackson Land Development Regulations for meeting the standards of Division 6.3 Affordable Workforce Housing. Recordation of an approved standardized deed restriction ensures that the unit functions as workforce housing in perpetuity under compliance authority of the Housing Department.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing workforce housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4)

Fiscal Impact.

N/A

Staff Impact.

Housing Staff spent approximately 4 hours on this item.

Attachments or Links.

Special Restrictions for Workforce Ownership Housing Located at The Glenwood Condos (Unit #s 18, 19, 20, 21), currently addressed 185 N Glenwood Street.

Suggested Motion. I move to approve the four Special Restrictions for Workforce Ownership Housing located at 185 N Glenwood Street as presented in the attachments to this staff report.

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit #18 The Glenwood Condos, Town of Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this 18th day of May, 2022 (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:

Condominium Unit #18 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: _____

WHEREAS, as a condition of approval for Development Plan #P19-248, Development Option Plan #P21-025, and Final Plat #P21-240 (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 185 N Glenwood Street, Jackson, Wyoming 83001 for 54,557 square feet of lodging and residential development with 13 short-term rental units, 4 unrestricted long-term residential units, and 4 Workforce Restricted residential units. This development generated the obligation to provide four (4) Workforce Ownership Housing units in accordance with the Approval. Owner is restricting:

- *Unit #18, 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, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

WHEREAS, Owner desires to adopt these 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 satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the 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").

Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A. A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or
 - B. A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.
2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or 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. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
 1. Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 2. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

- D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than 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. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these 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, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

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

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these 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. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give

written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a 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 an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

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

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

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

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

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

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

A. Purchase Option.

- 1. The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing

the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

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

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these 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 or owner by the Housing Department;

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

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

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

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

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

reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.
- 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 Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
 - 1. Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
 - 2. 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
 - 3. runs in favor of a "Qualified Mortgagee," defined as:

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

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.
- C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
 - 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner

shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these 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 11. 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'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 10, Qualified Mortgage.
 3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

- C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Residential Unit or Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the 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.

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

To Housing Department

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

With a Copy to:

Town of Jackson
PO Box 1687
Jackson, WY 83001

To Owner:

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

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land or 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 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

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

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

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, 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 or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, 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.

Glenwood JH, Inc.:



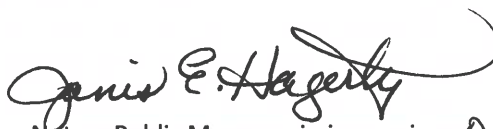
Stephen R. Mills, President

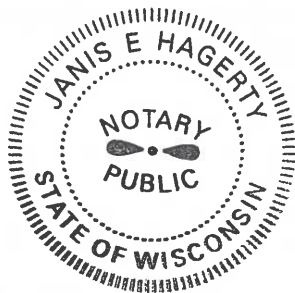
STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

On the 18th day of May, 2022 the foregoing instrument was acknowledged before me by Stephen R. Mills, as President, of Glenwood JH, Inc.

Witness my hand and official seal.

(Seal)


Notary Public My commission expires: 02/10/2024



TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, 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)

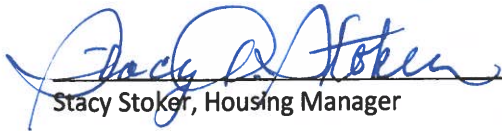
Notary Public My commission expires:

ATTEST

Riley Taylor, Town Clerk

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:



Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy Stoker as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit #19 The Glenwood Condos, Town of Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this 18th day of May, 2022 (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:

Condominium Unit #19 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: _____

WHEREAS, as a condition of approval for Development Plan #P19-248, Development Option Plan #P21-025, and Final Plat #P21-240 (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 185 N Glenwood Street, Jackson, Wyoming 83001 for 54,557 square feet of lodging and residential development with 13 short-term rental units, 4 unrestricted long-term residential units, and 4 Workforce Restricted residential units. This development generated the obligation to provide four (4) Workforce Ownership Housing units in accordance with the Approval. Owner is restricting:

- *Unit #19, with three 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, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

WHEREAS, Owner desires to adopt these 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 satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the 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").

Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A. A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or
 - B. A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.
2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or 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. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
 1. Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 2. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

- D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than 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. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these 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, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

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

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these 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. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give

written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a 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 an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

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

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

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

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

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

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

A. Purchase Option.

- 1. The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing

the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

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

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these 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 or owner by the Housing Department;

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

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

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

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

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

reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.
- 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 Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
 - 1. Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
 - 2. 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
 - 3. runs in favor of a "Qualified Mortgagee," defined as:

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

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.
- C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
 - 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner

shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these 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 11. 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'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 10, Qualified Mortgage.
 3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

- C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Residential Unit or Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the 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.

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

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

With a Copy to:

Town of Jackson
PO Box 1687
Jackson, WY 83001

To Owner:

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

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land or 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 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

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

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

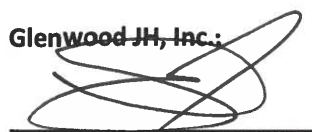
SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' 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 or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, 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.

Glenwood JH, Inc.:



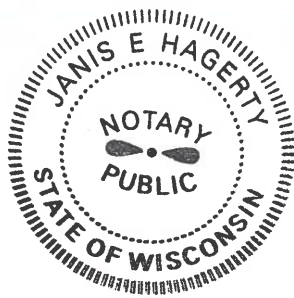
Stephen R. Mills, President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

On the 18th day of May, 2022 the foregoing instrument was acknowledged before me by Stephen R. Mills, as President, of Glenwood JH, Inc.

Witness my hand and official seal.

(Seal)



Notary Public My commission expires: 02/10/2024

TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, 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)

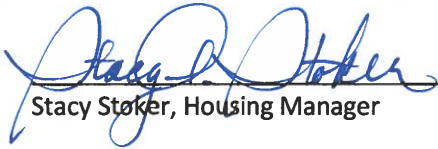
Notary Public My commission expires:

ATTEST

Riley Taylor, Town Clerk

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:



Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy Stoker as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit #20 The Glenwood Condos, Town of Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this 18th day of May, 2022 (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:

Condominium Unit #20 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: _____

WHEREAS, as a condition of approval for Development Plan #P19-248, Development Option Plan #P21-025, and Final Plat #P21-240 (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 185 N Glenwood Street, Jackson, Wyoming 83001 for 54,557 square feet of lodging and residential development with 13 short-term rental units, 4 unrestricted long-term residential units, and 4 Workforce Restricted residential units. This development generated the obligation to provide four (4) Workforce Ownership Housing units in accordance with the Approval. Owner is restricting:

- *Unit #20, with three 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, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

WHEREAS, Owner desires to adopt these 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 satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the 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").

Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1. **Employment Requirement.** At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A. A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - Or
 - B. A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.
2. **Income Requirement:** The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. **No Teton County Residential Real Estate.** No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. **Determination by the Housing Department.** The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or 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. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
1. Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 2. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

- D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than 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. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these 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, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

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

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these 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. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give

written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a 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 an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

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

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

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

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

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

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

A. Purchase Option.

- 1. The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing

- the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.
2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.
- B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these 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 or owner by the Housing Department;
- SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;
- EIGHTH, to any repairs needed for the Residential Unit; and
- NINTH, any remaining proceeds shall be paid to Owner or owner.
- If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.
- D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may

reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.
- 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 Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
 - 1. Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
 - 2. 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
 - 3. runs in favor of a "Qualified Mortgagee," defined as:

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

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.
- C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
 - 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner

shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these 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 11. 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'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 10, Qualified Mortgage.
 3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

- C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Residential Unit or Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the 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.

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

To Housing Department

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

With a Copy to:
Town of Jackson
PO Box 1687
Jackson, WY 83001

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

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land or 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 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

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

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

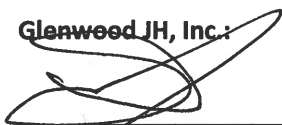
SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' 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 or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, 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.

Glenwood JH, Inc.:

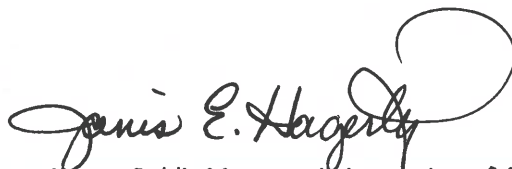
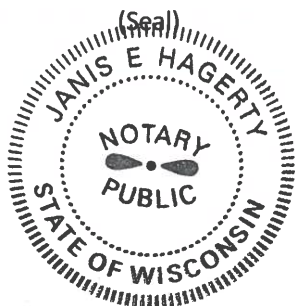


Stephen R. Mills, President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

On the 18th day of May, 2020 the foregoing instrument was acknowledged before me by Stephen R. Mills, as President, of Glenwood JH, Inc.

Witness my hand and official seal.



Notary Public My commission expires: 02/10/2024

TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, 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)

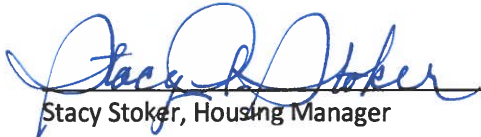
Notary Public My commission expires:

ATTEST

Riley Taylor, Town Clerk

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:



Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy Stoker as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit #21 The Glenwood Condos, Town of Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this 18th day of May, 2022 (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:

Condominium Unit #21 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: _____

WHEREAS, as a condition of approval for Development Plan #P19-248, Development Option Plan #P21-025, and Final Plat #P21-240 (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 185 N Glenwood Street, Jackson, Wyoming 83001 for 54,557 square feet of lodging and residential development with 13 short-term rental units, 4 unrestricted long-term residential units, and 4 Workforce Restricted residential units. This development generated the obligation to provide four (4) Workforce Ownership Housing units in accordance with the Approval. Owner is restricting:

- *Unit #21, with three 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, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

WHEREAS, Owner desires to adopt these 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 satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the 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").

Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A. A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - Or
 - B. A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.
2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or 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. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
 1. Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 2. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

- D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than 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. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these 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, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

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

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these 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. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give

written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a 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 an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

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

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

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

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

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

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

A. Purchase Option.

- 1. The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing

- the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $6/(16-4)$...Purchase Price x .50.
2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.
- B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these 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 or owner by the Housing Department;
 - SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;
 - EIGHTH, to any repairs needed for the Residential Unit; and
 - NINTH, any remaining proceeds shall be paid to Owner or owner.
- If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.
- D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may

reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.
- 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 Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
 - 1. Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
 - 2. 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
 - 3. runs in favor of a "Qualified Mortgagee," defined as:

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

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.
- C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
 - 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner

shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these 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 11. 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'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 10, Qualified Mortgage.
 3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

- C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Residential Unit or Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the 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.

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

To Housing Department

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

With a Copy to:
Town of Jackson
PO Box 1687
Jackson, WY 83001

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

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land or 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 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

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

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

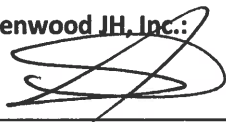
SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' 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 or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, 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.

Glenwood JH, Inc.:



Stephen R. Mills, President

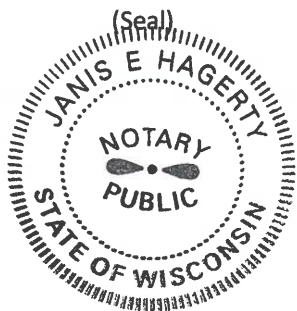
STATE OF WISCONSIN)

) ss.

COUNTY OF KENOSHA)

On the 18th day of May, 2022 the foregoing instrument was acknowledged before me by Stephen R. Mills, as President, of Glenwood JH, Inc.

Witness my hand and official seal.



Notary Public My commission expires: 02/10/2024

TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, 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)

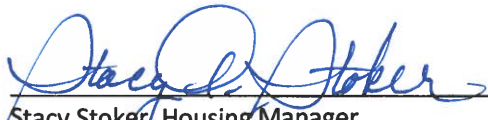
Notary Public My commission expires:

ATTEST

Riley Taylor, Town Clerk

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:



Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy Stoker as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Personnel	Presenter:	Roxanne Robinson
Agenda Item:	Classification and Compensation Study Introduction	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to receive an overview of the employee Classification and Compensation Study, introduce the concept of developing a 'pay philosophy,' and for staff and our vendor, Baker Tilly, to receive direction on market entities to be surveyed.

Requested Action.

Staff requests Council approval of the recommended list of market communities/entities to be surveyed.

Recommendations.

Staff recommends Council listen to the overview from our vendor, Baker Tilly, of the Classification and Compensation Study, an introductory discussion of establishing a pay philosophy, and that the Council approve a list of market communities/entities to be surveyed.

Background.

At this meeting, the Town Council will be provided an overview of the Classification and Compensation Study by representatives of our vendor, Baker Tilly.

Additionally, Baker Tilly representatives will present a proposed list of market communities/entities and ask for Council input into finalizing that list. Staff has already provided input into this list through Department Director questionnaires and the final step will be to receive Council approval of the list.

Baker Tilly will then discuss how the Town wants to compare with those market entities and will introduce the concept of developing a 'pay philosophy.' A well-articulated compensation philosophy establishes the guiding principles that underlie compensation management. The methods and processes that are used may vary across the organization due to local contextual differences but should be consistent with those principles. The philosophy statement communicates a good deal about our organizational values, culture, and our views related to how we value our people, and it helps inform all parties-at-interest as to the principles that guide our compensation administration. It is an important part of both our employer brand and the value proposition.

The pay philosophy will ultimately set where we want to be relative to that market - whether we want to be on par with those entities, whether we want to lead the market and offer higher wage and/or benefits, or whether we want wages to lead the market but benefits on par, etc. This will be an introduction to setting a pay philosophy and the Council will not be asked to vote on that issue at this meeting. At a future meeting, a staff recommendation will be made, and the Council will then be asked to weigh in on a pay philosophy. And ultimately, the Council will be asked to vote on implementation of the study results and where to place our funding as it relates to employee wages, standard benefits, and also benefits that may be unique to our community such as childcare and housing assistance. The Town has set aside \$1.5M in the recommended FY23 Budget to implement the results of the classification and compensation study.

Analysis.

The key points to consider include comparing with communities or entities that the Town of Jackson competes with for employees. This competition is sometimes specific to specific families of positions or even key positions in the

organization. An example is that the Town of Jackson would compete with other Rocky Mountain resort communities for Senior or Principal Planners, but we may compete with the Teton County School District and Lower Valley Energy for clerical positions. It will be important that we include the appropriate communities or entities for competition and therefore we have proposed to break out our positions into two areas to find those specific comparisons to make our results valid and accepted. One area will include the job families that encompass CDL positions (equipment operators and supervisors, transit operators and supervisors), office staff (administrative assistants and clerical positions), law enforcement (sworn and non-sworn), and public works administration (sewer and water operators and managers with DEQ certifications, building inspectors with ICC certifications, and development coordinator with ICC certification). The second area will include the professional job family that includes planners, engineers, communications, accounting, directors, administrators, the Town Clerk, information technology positions and legal positions.

Possible Alternatives.

If the Council would like to continue the dialogue about the market communities to survey and make a decision at the June 21 Town Council meeting, that is a possibility, and we would need to confer with Baker Tilly to determine whether that will cause a delay for project completion.

Comprehensive Plan & Priority Alignment.

This work is in direct alignment with Section 8: Quality Community Service Provision and the ability of the Town to timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

There will be significant fiscal impacts associated with implementing the results of the classification and compensation study. Those implementation costs are not known at this time but are estimated and will be budgeted at approximately \$1.5M for FY23 and carried forward in future years. Should the Council choose to implement a wage increase on July 1 similar to the County's increase of 6% and a \$1200 bonus, those funds would likely reduce the amount we are reserving for implementation of the classification and compensation study.

Staff Impact.

The staff impact associated with meetings with Baker Tilly on preparation for this presentation to Council was approximately 15 hours. Staff notes that the full impact of proceeding with the classification and compensation study is estimated at 450 total staff hours.

Attachments or Links.

Slide presentation on pay philosophy and market communities to be surveyed based on job families.

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

I move to approve the list of market communities/entities to be surveyed as presented.

Classification & Compensation Study: Town of Jackson, Wyoming





Process Overview

Initiation – planning meetings, data collections, employee presentations, and PAQs collected.

Market - pick peer organizations, benchmark positions, distribute survey, compile and analyze data.

Position Review – titles and job evaluation to establish internal hierarchy of jobs (internal equity).

Pay Plan - draft pay plans, establish grade assignments, calculate implementation options.

Completion – final report, final presentations, training with HR.

Compensation Philosophy: What is it?

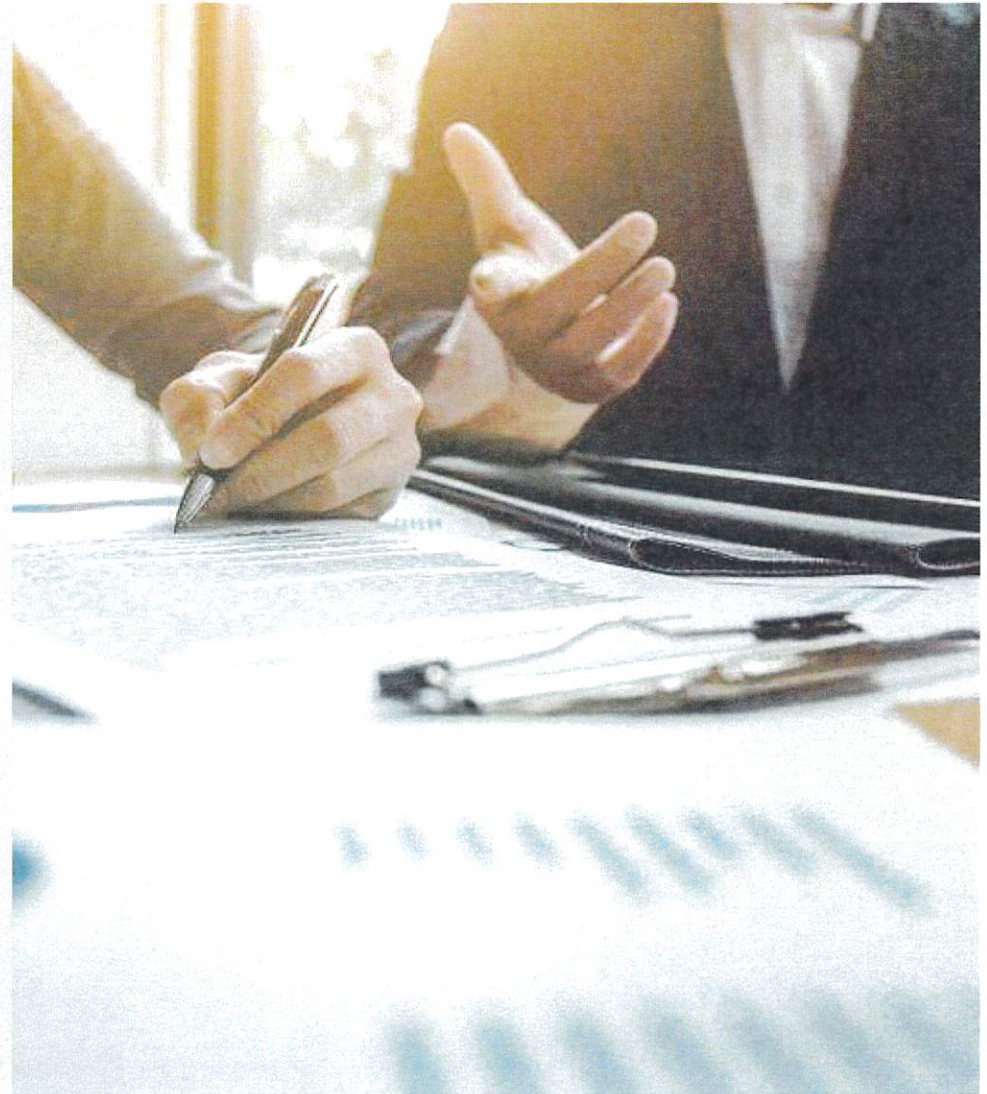
- ❖ A compensation philosophy is a broad statement of what the organization believes about how people should be paid – [World at Work](#)
- ❖ A compensation philosophy is simply a formal statement documenting the [organization's] position about employee compensation. It explains the “why” behind employee pay and creates a framework for consistency – [SHRM](#)
- ❖ A pay philosophy is an organization's commitment to how it values employees – [Salary.com](#)
- ❖ A compensation philosophy is not a pay policy that lays out the specific details of a company's plans and programs. Rather, most stated compensation philosophies are really compensation program objectives or guiding principles that drive how a company will approach compensation. - [Gallagher](#)



Compensation Philosophy: What should it contain?

- Desired position in the marketplace
 - Lead, lag, or at market
- Definition of “market”
 - who do you compete against for talent?
- The rewards focus
 - base vs. variable pay, benefits, etc.
- How jobs are valued
 - internal vs. external, both, etc.
- Administration
 - merit vs. pay for performance, increases, structure updates, bonuses, timing, etc.

These can be approached vaguely or with detail

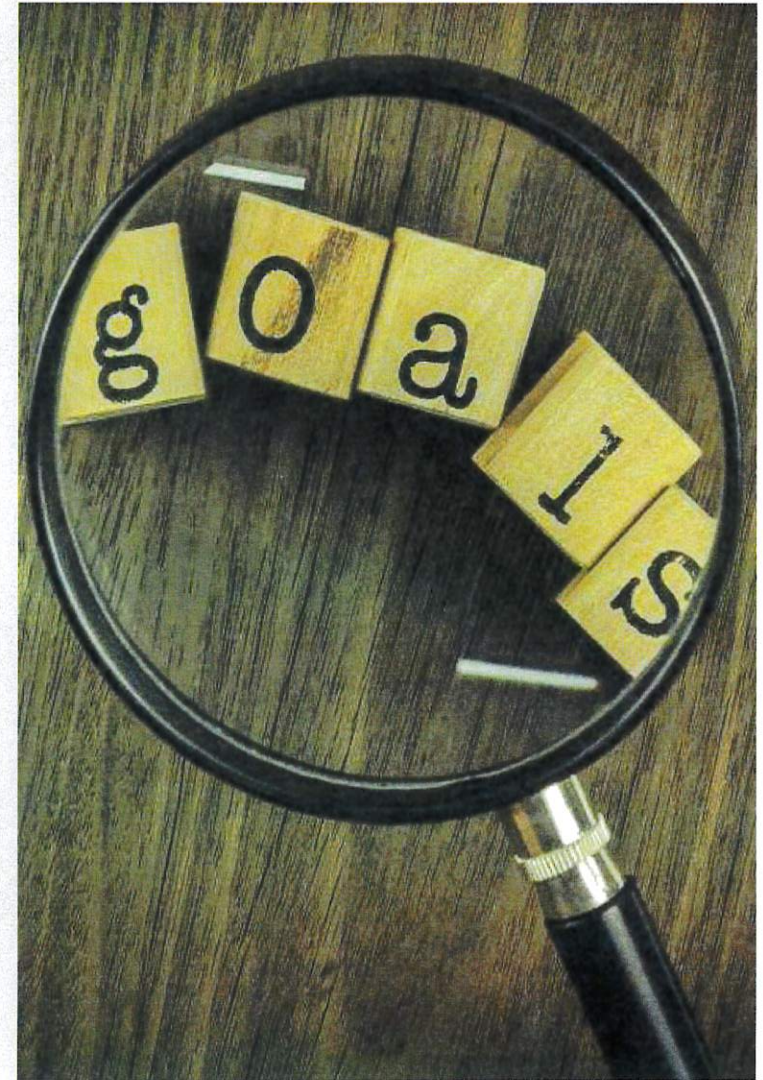


What should it contain?

Desired position in the market

- **Lag:** The organization will consciously set its pay equal to the current market levels at the beginning of the year. As the market increases throughout the year, the organization maintains its position
- **Lead-Lag:** The organization will set its pay at the mid-year anticipated market level. For the first half of the year the organization is 'ahead' of the market. For the second half of the year the organization is 'behind' the market
- **Lead:** The organization will set its pay at the anticipated end year market level and all year will be considered 'ahead' of the market until the next year

Private sector organizations often adjust wages throughout the year to maintain market competitiveness. Public sector organizations, however, are tied to annually approved budgets.



Market Study Results

Market

Department	Benchmark Position	Matches	Avg Minimum	95% of Midpoint	Average Midpoint	105% of Midpoint	Avg Maximum	% Range Spread
BUILDING INSPECTOR	Building Official	6	\$64,532.85	\$79,605.59	\$83,795.36	\$87,985.13	\$103,057.86	60%
BUILDING INSPECTOR	Codes Inspector / Buildings and Sites	11	\$42,801.08	\$51,213.63	\$53,909.08	\$56,604.53	\$65,233.50	52%
BUILDING INSPECTOR	Codes Inspector / State and County Erosion Plan Reviewer	0	Insufficient Data					
CLERK OF CIRCUIT COURT	Chief Deputy Clerk	6	\$51,167.90	\$65,198.09	\$68,629.57	\$72,061.05	\$87,035.63	70%
CLERK OF CIRCUIT COURT	Deputy Clerk I	9	\$30,114.46	\$36,898.75	\$38,840.79	\$40,782.83	\$47,567.11	58%
CLERK OF CIRCUIT COURT	Deputy Clerk II	6	\$34,027.55	\$42,096.33	\$44,311.93	\$46,527.53	\$54,596.31	60%
CLERK OF CIRCUIT COURT	Deputy Clerk III	4	\$38,942.07	\$48,093.53	\$50,624.77	\$53,156.01	\$62,307.47	60%

Market Comparison

Lag

At Market

Lead

Department	Position Title	Current Midpoint	95% of Mkt	+ / (-) Mkt	Avg. Midpoint	+ / (-) Mkt	105% of Mkt	+ / (-) Mkt
BUILDING INSPECTOR	Building Official	\$70,881.50	\$79,605.59	▲ 12.3%	\$83,795.36	▲ 18.2%	\$87,985.13	▲ 24.1%
BUILDING INSPECTOR	Codes Inspector / Buildings and Sites	\$50,573.50	\$51,213.63	▲ 1.3%	\$53,909.08	▲ 6.6%	\$56,604.53	▲ 11.9%
BUILDING INSPECTOR	Codes Inspector / State and County Erosion Plan Reviewer	\$53,355.00	Insufficient data					
CLERK OF CIRCUIT COURT	Chief Deputy Clerk	\$59,514.00	\$65,198.09	▲ 9.6%	\$68,629.57	▲ 15.3%	\$72,061.05	▲ 21.1%
CLERK OF CIRCUIT COURT	Deputy Clerk I	\$39,507.00	\$36,898.75	▼ (6.6%)	\$38,840.79	▼ (1.7%)	\$40,782.83	▲ 3.2%
CLERK OF CIRCUIT COURT	Deputy Clerk II	\$43,069.00	\$42,096.33	▼ (2.3%)	\$44,311.93	▲ 2.9%	\$46,527.53	▲ 8.0%
CLERK OF CIRCUIT COURT	Deputy Clerk III	\$45,438.00	\$48,093.53	▲ 5.8%	\$50,624.77	▲ 11.4%	\$53,156.01	▲ 17.0%

What should it contain?

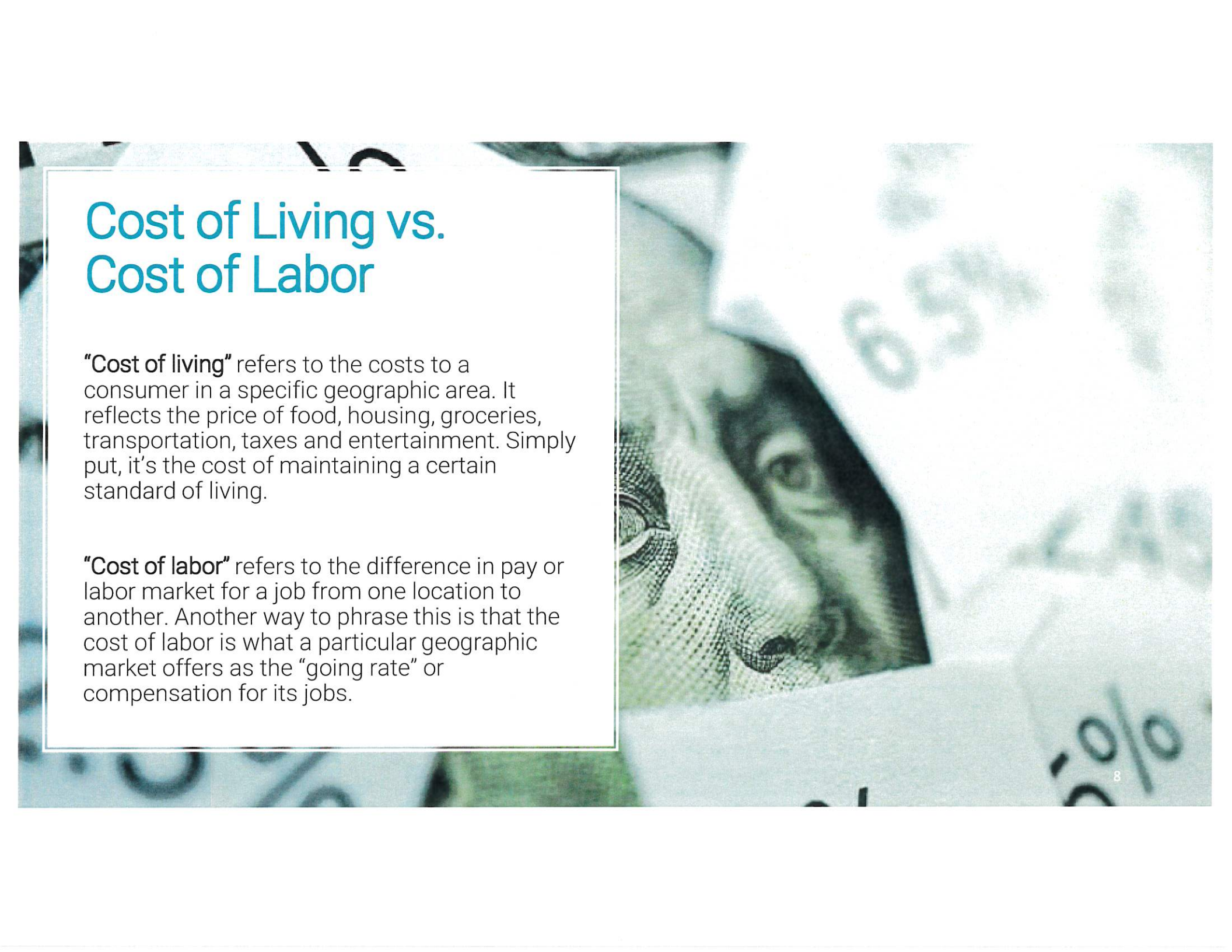
Definition of “market”

Guiding parameters for defining a relative labor market:

- Organization size
 - Operating budget
 - Number of employees
 - Population served
- Services provided
- Industry
- Geographic location/proximity
- Competition
 - Organizations you gain employees from
 - Organization you lose employees to

It's important to note that there may be different labor markets for different positions. Some positions may be recruited from the local area, while others are recruited regionally and/or nationally.



The background of the slide is a close-up, slightly blurred image of US dollar bills. A one-dollar bill is prominent in the center, showing the portrait of George Washington. Other bills, including a five-dollar bill with the number '65' visible, are layered behind it. The overall color palette is green and white, typical of US currency.

Cost of Living vs. Cost of Labor

"Cost of living" refers to the costs to a consumer in a specific geographic area. It reflects the price of food, housing, groceries, transportation, taxes and entertainment. Simply put, it's the cost of maintaining a certain standard of living.

"Cost of labor" refers to the difference in pay or labor market for a job from one location to another. Another way to phrase this is that the cost of labor is what a particular geographic market offers as the "going rate" or compensation for its jobs.

What should it contain?

Rewards Focus

This is the total package that is being offered to employees. Some organizations may not be able to provide market competitive base salaries, but can offset this with other offerings:

- Employer provides greater coverage of medical, dental or vision insurance
- Employer covered disability or life insurance
- Deferred compensation plan (457)
- Greater employer contributions to pension plan
- **Flexible working schedules or environments (work from home)**
- Generous paid time off schedules and/or holiday offerings
- Tuition reimbursement or assistance
- Unique career development opportunities
- **Variable pay such as bonus, recognition or incentive programs**



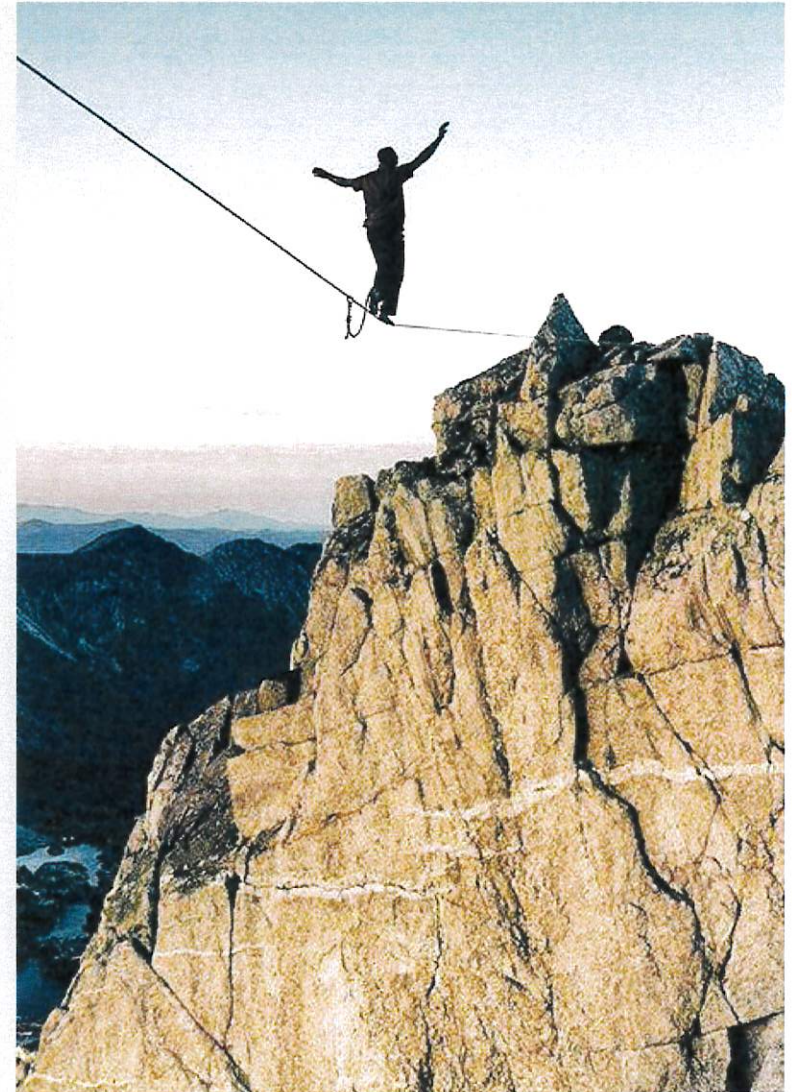
What should it contain?

How are jobs valued

How a job is valued within an organization is going to drive how that job is compensated.

- It is uncommon for public sector organizations to use a “market pricing” approach – which means there is a unique pay range for each position tailored to the market value.
- Its very common for public sector organizations to consider internal value when determining pay ranges for positions.
- Additionally, public sector organizations must be aware of regulations such as pay equity, ADA, FLSA, etc. which often have stipulations for how jobs are measured and valued.

Baker Tilly will determine internal values for positions using our point-factor job evaluation tool, SAFE, which was developed specifically for reviewing local government jobs. The result is a total score which can be used to establish a hierarchy of jobs.



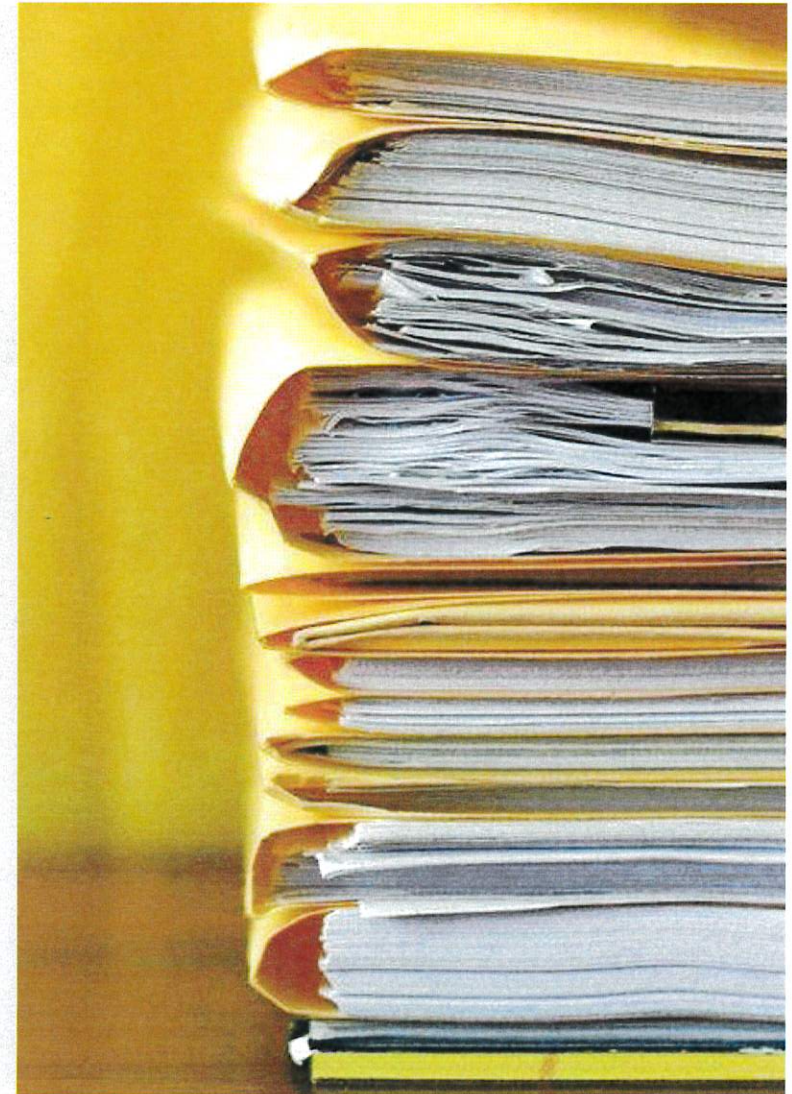
What should it contain?

Administration

This answers the question of “how is the compensation philosophy going to be achieved?”

- How often will pay plans and/or salaries be reviewed?
- Can employees or supervisors appeal their grade placement?
- What considerations will be made for changes? (internal changes, external changes, or both).
- COLA? Merit? Performance? Promotions? Step increase? Structure adjustments?
 - Longevity? Certification pay? Bilingual Pay? Bonuses?

The answer to these questions may already be outlined in your policy handbook.



City of Las Vegas, NV

EXAMPLE

City of Las Vegas' compensation philosophy is to:

- Recruit, retain and reward talented and effective employees
- Recognize employees' value and contributions to the city
- Reward employees for **performance**
- Manage pay through a competitive, flexible and efficient system
- Ensure fair and consistent administration in all work groups across the city

The city's compensation program is **based on a market approach**. The market rate is the amount that other organizations pay for similar work. The city of Las Vegas chooses to **pay at the market**, or what others are also paying. **In practical terms, this means that the city's range midpoints are set close to the average of the market organizations' midpoints.**

City of Topeka, KS

EXAMPLE

- The city of Topeka's compensation philosophy is to provide a compensation program which will attract, motivate and retain qualified employees to meet the objectives of the organization
- Compensation for city employees is determined by three pay structures; all **structures are subject to City Council approval, budget authority and salary plan rules and pay ranges**
- Market analysis: In order to maintain external equity and ensure the city is paying market wages, **periodic market comparability studies are conducted**. These surveys allow the city to ensure our position rates of pay are consistent with the pay rates in other Metropolitan areas
- **The source of market data utilized** (local survey, regional survey or national survey) depends on the scope of work, responsibility and general recruiting pool for the specific job

City of Colorado Springs, CO

EXAMPLE

The compensation philosophy of the City of Colorado Springs is to be a **governmental employer of choice**. We do this in part, by attracting, retaining, and motivating qualified employees through the offering of the **best overall whole career experience** that includes total compensation generally **competitive to our defined market, while recognizing our fiscal responsibility**, and being best-in-class stewards of our resources.

The City of Colorado Springs provides a comprehensive and competitive benefit program. We are proud to offer this extensive selection of benefits to meet the needs of our employees and their families. Our benefits program is designed to provide you with quality offerings that promote wellness and health care accountability. You decide which benefit offerings best meet your personal needs.

- Offering comprehensive healthcare coverage.
- Providing affordable and financially sustainable health and wellness options.
- Helping employees be informed healthcare consumers by providing educational opportunities while emphasizing prevention and overall wellness.
- Engaging employees in health and wellness programs that impact their overall health and quality of life.

City Salt Lake City, UT

EXAMPLE

Salt Lake County's Total Compensation Philosophy is to attract, motivate and retain quality employees who support the County mission of providing high-quality, cost-effective public services. We believe in a **transparent, performance-based approach to compensation**. Our goal is to **compete** in comparable markets for high performing employees and recognize that **public service has rewards beyond a base salary**. We strive to provide employees with competitive compensation, benefits and retirement programs that reflect current market practices and are fiscally responsible. Our employees enjoy a superior work culture, career development and growth opportunities and the satisfaction of serving the public.

Guiding Principles

- Salt Lake County competes with a mix of public and private sector organizations and recognizes that geographic wage differentials and areas of expertise may impact the market for talent
- Salt Lake County's total compensation program is **performance** based and incorporates civil service protections as defined by state statute.
- A **transparent** approach to compensation will help us achieve a culture of excellence.
- Rewarding employee achievements, developing employee talent and fostering career progression reinforces a productive work climate and the County's core values.

Classification & Compensation Results

- Desired position relative to market – both pay plans were aligned to the market at the midpoint
- Definition of “market” – a mixture of private and public organizations or comparable size and operations
- What are the rewards focus (base vs. variable pay, benefits, etc.) – base pay, benefits and a known ideology as a pioneer for progress
- How are jobs valued? (internal vs. external, both, etc.) – jobs are valued internally and externally, although some lean harder in one direction or the other
- Administration (merit vs. pay for performance, increases, structure updates, bonuses, timing, etc.) – the City’s current policy manual states that “pay is subject to approval of the annual budgetary process”

Compensation Philosophy Statement [SAMPLE]

The City of Anytown, USA recognizes its employees are its greatest asset in providing the best quality services to the community. The following compensation philosophy has been adopted to ensure that quality is maintained through the attraction, retention, and motivation of the City's workforce:

- Positions are evaluated fairly and consistently across the organization; and in accordance with state and federal regulations
- The City's defined labor market will be monitored to ensure that salaries are competitive. In addition, the City is proud to offer competitive paid time off, retirement, and health benefits packages to its employees
- Pay structures updates and pay increases will be determined annually based on the City's approved budget process. Consideration for updates and increases will be based on this compensation philosophy and the city's financial ability
- As a pioneer in the region, the City takes pride in providing employees with appropriate training, development and job enrichment opportunities; as well as other non-monetary rewards such as work/life balance and an innovative rich working environment

Questions?

 bakertilly



Jackson, WY

10,585

Organization	Population	Administrative, CDL, Public Works, Law Enforcement	Professional
Aspen, CO	7,721	x	x
Breckenridge, CO	5,054	x	x
Casper, WY	58,287	x	
Eagle County, CO	54,960	x	x
Gillette, WY	32,513	x	
Lake Tahoe, CA	21,330	x	x
Laramie, WY	32,515	x	
Mammoth Lakes, CA	8,263	x	x
Park City, UT	8,467	x	x
Pitkin County, CO	17,980	x	x
Sheridan, WY	17,938	x	
Sonoma, CA	11,082	x	x
South Lake Tahoe, CA	22,535	x	x
Sublette County, WY	9,865	x	
Sun Valley, ID	1,581	x	x
Teton County School	23,356	x	x
Teton County, WY	23,356	x	x
Vail, CO	5,614	x	x
Vernal, UT	10,449	x	
Wyoming State	581,348	x	
PRIVATE SECTOR		x	x

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Admin/Community Development	Presenter:	Larry Pardee/ Susan Scarlata
Agenda Item:	WAM Resolutions for Voting Delegate to Support	Public Comment:	Yes

Purpose & Policy Considerations.

Wyoming Association of Municipalities (WAM) is holding its Annual Convention from June 8-10 in Laramie, Wyoming. At the convention, delegates from various municipalities will vote on possible resolutions for WAM to support and work on with the Legislature. Sixteen Resolutions have been proposed by different municipalities, including four from the Town of Jackson. A list of the Resolution Titles appears below, and the full text of each is attached as well.

Requested Action.

Staff requests that Council consider the sixteen resolutions proposed by various municipalities and determine how Council's delegate will vote on them.

Recommendations.

Staff recommends considering the resolutions submitted to WAM and directing Council's delegate on voting.

Background.

On August 30, Council approved a two-year process to submit resolutions to WAM, participate on statewide coalitions related to Town priorities, help other municipalities with policies and initiatives whenever possible, and work on getting topics related to Town priorities discussed as Interim Topics at the state legislature. This Legislative Policy Approach focuses on taking a proactive stance across various time frames to build political will, develop relationships, and build networks. One step in this approach is to submit Resolutions to WAM and attend the summer convention to build networks, learn about issues from across the state, and vote on submitted Resolutions.

Analysis.

Resolutions must be germane to the functions and purposes of WAM. They are intended to give municipalities the opportunity to participate in creating legislative policies. WAM's Board of Directors uses these resolutions as a basis to set legislative priorities for the coming year. Resolutions are voted on by WAM's Resolutions Committee made up of a Chair and six members who are Councilmembers, Mayors, Administrators, or Attorneys from member cities and towns appointed by WAM's President.

There are two Resolutions related to Liquor Licenses from Casper and Cheyenne and one about Bar & Grill licensing from Cody. Our staff supports all three of these Resolutions and notes that we are extremely limited on the types of licenses we have and that the number of licenses we are allotted is based on the population from census data, which does not account for the millions of tourists that come through our Town.

One of the Resolutions we submitted focuses on broadening options for revenue at the local level. Casper submitted something similar entitled, 'A Resolution to Amend State Statute to Increase Municipal Revenue Capacity.' Jackson's 'Resolution Supporting Efforts to Broaden Options to Generate Revenue at the Local Level,' could be repealed and our delegate could, instead, support what Casper has proposed.

Below the titles of the sixteen Resolutions are listed under the municipality and organization that submitted them.

WAM

- A Resolution of the Wyoming Association of Municipalities Relating to the 66th Annual Convention in Laramie, Wyoming, June 2022

CASPER

- A Resolution to Amend State Statute to Create a Process to Set Retail Liquor License Fees Within a Municipality at a Fair Market Value
- A Resolution to Amend and Create State Statutes to Enhance Sentencing Penalties and Deter and Prevent Crimes Against Vulnerable Persons and Professions
- A Resolution to Amend State Statute to Create a Fair Pricing Systems for Prescription Drugs that Enable Locally-Owned Pharmacies to Survive as Part of a Vibrant Community Business Environment
- A Resolution to Amend State Statute to Increase Municipal Revenue Capacity
- A Resolution to Amend and Create State Statutes to create a Standardized System for Responding to Reports of Missing Persons, Minimum Standards for Investigating Incidents of Missing Persons, and for Gathering, Maintenance, and Dissemination of Information on Missing Persons
- A Resolution to Amend State Statutes to Change Distribution of Gaming Revenue Between Municipalities and Counties

CODY

- A Resolution Supporting an Amendment to the Statutes Relating to the Distribution of Sales Tax
- A Resolution of the City of Cody Supporting the Amendment of Wyoming Statute 12-4-413 Regarding the Formula for Determining the Number of Bar and Grill Licenses Available

CHEYENNE

- A Resolution Declaring that the Municipalities of Laramie County have Agreed that the Current State Statutes Regarding the Designation of Liquor Licenses Issued by the Governing Bodies of Said Municipalities are Stifling Economic Growth and are Requesting the State Legislative Committees and State Legislature Review, Consider, and Adopt Modifications to State Statutes Regarding Said Licenses

LINGLE

- A Resolution to Repeal Wyoming State Statutes that Requires Municipalities to Publish Minutes, Titles, Disposal of Municipal Property, Contracts for Public Improvements, Elections, and Ordinances in Local Newspapers

HARTVILLE

- A Resolution to Create Utility and Other Municipal Services Lien Authority for Municipalities and Joint Powers Boards

JACKSON

- A Resolution Supporting Options for Providing Outdoor Food & Beverage Service
- A Resolution Supporting Efforts to Broaden Options to Generate Revenue at the Local Level
- A Resolution Supporting a Limit on Annual Increases in Property Tax Growth
- A Resolution Supporting County-Specific Cost of Living Indices for Wyoming's 23 Counties

Possible Alternatives.

Council could choose to ask WAM to withdraw our Resolution about broadening options for generating revenue locally and support what Casper has proposed, or both can be left on the list to be voted on by WAM. Should both be adopted by WAM, their office could combine the issues into one policy statement for WAM's legislative agenda.

Comprehensive Plan & Priority Alignment.

Engagement with the State Legislature can help our community achieve the Comp Plan's aspirational goals. From Growth Management and Quality of Life to Achieving our Vision, there is regular overlap and interweaving of our community's goals with those of the state we reside in. From housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level support to achieve its long-term vision.

Fiscal Impact.

NA

Staff Impact.

The Town Manager works closely with Community Development staff to set and implement the Town's Legislative Approach.

Attachments or Links.

Sixteen draft Resolutions.

Suggested Motion.

I move to direct the Town of Jackson's voting delegate, Vice Mayor Arne Jorgensen, to support and vote for each of the sixteen Resolutions submitted by municipalities during WAM's Summer Convention.

I move to direct the Town of Jackson's voting delegate, Vice Mayor Arne Jorgensen, to support the following Resolutions _____ .

WAM RESOLUTION NO. 22-01

A RESOLUTION OF THE WYOMING ASSOCIATION OF MUNICIPALITIES RELATING TO THE 66th ANNUAL CONVENTION IN LARAMIE, WYOMING, JUNE 2022

WHEREAS, the 2022 Annual Convention of the Wyoming Association of Municipalities (WAM) on June 8-10, 2022, in Laramie, Wyoming has proven to be an outstanding session focusing on the education of elected officials and municipal staff members and enhancing the tools available to them in order to provide the best service to their communities; and

WHEREAS, the success of this Convention is due in large measure to the generous contribution of time, effort and resources on the part of the staff and Visit Cheyenne and sponsors who hosted, planned, and arranged logistics and activities of the 2022 WAM Annual Convention.

NOW, THEREFORE, BE IT RESOLVED by the Wyoming Association of Municipalities on this 10th day of June 2022, in Laramie, Wyoming that the Association gratefully extends its appreciation to every person and organization in Cheyenne and the WAM Staff who devoted time, effort and resources in the planning, arranging, providing and presenting of the programs and activities of the 66th Annual WAM Convention.

Wyoming Association of Municipalities

By _____
WAM President Matt Hall

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND STATE STATUE TO CREATE A PROCESS TO SET RETAIL LIQUOR LICENSE FEES WITHIN A MUNICIPALITY AT A FAIR MARKET VALUE

WHEREAS, the current retail liquor licenses sold by municipalities are set at a fee of \$1,500; and

WHEREAS, once they are purchased from a municipality they can be sold directly to other owners and be transferred without reverting back to local government; and

WHEREAS, retail liquor licenses are limited by population and owners sell their licenses at a premium; and

WHEREAS, because some retail liquor licenses are sold for hundreds of thousands of dollars, the current system is inequitable to buyers who are not able to buy directly from local government and inequitable to local government that misses out on the \$1,500 fee.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to develop a system based on fair market value that is fair to buyers and enhances revenue for municipalities.

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND AND CREATE STATE STATUTES TO ENHANCE SENTENCING PENALTIES AND DETER AND PREVENT CRIMES AGAINST VULNERABLE PERSONS AND PROFESSIONS

WHEREAS, some professions and volunteers such as healthcare workers, teachers, police officers, and volunteer umpires or referees handle some of society's difficult assignments; and

WHEREAS, other professionals such as therapists, coaches, clergy, doctors, and teachers have the opportunity to victimize persons under their care; and

WHEREAS, current law of the State of Wyoming does not provide a provision for enhanced penalties for crimes committed against vulnerable professions and volunteers; and

WHEREAS, current law of the State of Wyoming does not provide criminal statutes to protect vulnerable persons from victimization by people in positions of authority.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to enhance sentencing penalties and deter and prevent crimes against vulnerable persons and professions.

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND STATE STATUTE TO CREATE A FAIR PRICING SYSTEM FOR PRESCRIPTION DRUGS THAT ENABLE LOCALLY-OWNED PHARMACIES TO SURVIVE AS PART OF A VIBRANT COMMUNITY BUSINESS ENVIRONMENT

WHEREAS, locally-owned pharmacies provide essential services to community citizens; and

WHEREAS, the current system of utilizing pharmacy benefit managers creates a disadvantage to locally-owned pharmacies; and

WHEREAS, the 2022 Senate File 0036 not enacted in the 2022 Budget Session was developed to regulate pharmacy benefit manager and other national pharmacy practices; and

WHEREAS, the 2022 Senate File 0036 would have created significant increased costs for nearly all health plans in Wyoming.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to create a fair pricing system for prescription drugs that enable locally-owned pharmacies to survive as part of a vibrant community business environment.

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND STATE STATUTE TO INCREASE MUNICIPAL REVENUE CAPACITY

WHEREAS, Wyoming Association of Municipalities has completed two studies on municipal finance and has developed recommendations for increasing municipal revenue; and

WHEREAS, a diversified economy requires giving municipalities the ability to provide services and quality of life that new businesses expect; and

WHEREAS, Wyoming tax laws must be revised to increase revenue capacity for municipalities; and

WHEREAS, municipalities through Wyoming Association of Municipalities must agree on and fully advocate for a strategy to improve municipal funding options.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports developing a Wyoming Association of Municipalities strategy and advocacy plan for amending state statutes to increase municipal revenue capacity.

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND STATE STATUTE TO CREATE A STANDARDIZED SYSTEM FOR RESPONDING TO REPORTS OF MISSING PERSONS, MINIMUM STANDARDS FOR INVESTIGATING INCIDENTS OF MISSING PERSONS, AND FOR THE GATHERING, MAINTENANCE, AND DISSEMINATION OF INFORMATION ON MISSING PERSONS.

WHEREAS, law enforcement in Wyoming has no standardized or coordinated system of taking reports and investigating missing persons; and

WHEREAS, the frequency and volume of missing persons reports which turn out later to be unfounded tends to falsely lull investigators into a false sense of assurance which can unduly adversely impact the investigation of missing persons and the timely recovery of the same; and

WHEREAS, a professional, timely, and thorough investigation into missing persons reports greatly improves the chances of a good outcome in the investigation; and

WHEREAS, too many families in Wyoming live every day with the pain, uncertainty, and fear surrounding the unsolved case of their missing loved one; and,

WHEREAS, citizens throughout Wyoming have called for improvements in addressing missing persons cases; and

WHEREAS, in response, the Wyoming Department of Criminal Investigations has implemented website improvements to address missing persons in Wyoming; and

WHEREAS, despite these recent improvements, there yet remains greater efficiencies to be achieved in the standardization of missing persons investigations across our State,

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to create a standardized system for responding to reports of, investigations into, and the gathering, maintaining, and dissemination of information related to missing persons.

RESOLUTION No. XXXXX

A RESOLUTION TO AMEND STATE STATUE TO CHANGE DISTRIBUTION OF GAMING REVENUE BETWEEN MUNICIPALITIES AND COUNTIES

WHEREAS, Wyoming municipalities do not license gambling establishments; and

WHEREAS, authorized/legal gambling has become much more prevalent in Wyoming with skill-based amusement games and pari-mutuel wagering; and

WHEREAS, 20% of the net proceeds earned the prior week on skills-based games are collected weekly by the Wyoming Gaming Commission with 45% of the 20% are split with the municipality and county in which the skill-based games is located in equal shares or to the county alone if not in a municipal boundary; and

WHEREAS, 1% of the total amount wagered on historic pari-mutuel events is transferred to the county and municipality in which the permittee is located, in equal shares, or to the county alone if the permittee is not located within a municipal boundary.

WHEREAS, the municipality is providing almost all the law enforcement and other services for the permittees within municipal boundaries.

NOW, THEREFORE, BE IT RESOLVED that the City of Casper supports such legislation as may be necessary to change state statute to develop a system based on fair revenue sharing between municipalities and counties for gaming revenue.

RESOLUTION NO. 2022-15

A RESOLUTION SUPPORTING AN AMENDMENT
TO THE STATUTES RELATING TO THE DISTRIBUTION
OF SALES TAX

WHEREAS, Wyoming law, at W.S. 39-15-111(b) currently provides for the distribution of the sales tax revenues received by the State of Wyoming under W.S. 39-15-103 and W.S. 39-15-104; and

WHEREAS, 39-15-111(b) requires 69% of the sales tax revenues be credited to the State general fund, and that an additional 1% shall be deducted to cover administrative expenses; and

WHEREAS, the remaining balance of 30% is distributed to the counties, cities and towns in Wyoming pursuant to W.S. 39-15-111(b)(iii); and

WHEREAS, local government revenue generated from Sales, Use, and Property Tax, funding from the State of Wyoming and Direct Distribution Appropriation, and other miscellaneous sources of income have been insufficient to meet the increasing demands of continuing essential services and are anticipated to decrease in the foreseeable future; and

WHEREAS, the costs of providing essential services and capital expenditure requirements are expected to increase; and

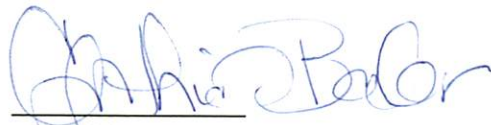
WHEREAS, municipalities in Wyoming seek a more equitable distribution of the sales tax revenues collected by the state;

NOW, THEREFORE BE IT RESOLVED, the Wyoming Association of Municipalities supports legislation to request that the State of Wyoming amend W.S. 39-15-111 to provide for a distribution of sales tax revenue so that 50% is distributed to the state, and 50% is distributed to counties and municipalities.

PASSED, APPROVED AND ADOPTED on this 10 day of May, 2022.


Mayor Matt Hall

ATTEST:


Cynthia Baker, Clerk



RESOLUTION 2022-13

**A RESOLUTION OF THE CITY OF CODY SUPPORTING THE AMENDMENT OF
WYOMING STATUTE §12-4-413 REGARDING THE FORMULA FOR
DETERMINING THE NUMBER OF BAR AND GRILL LICENSES AVAILABLE**

WHEREAS, the Wyoming Association of Municipalities (WAM) has requested the Cities and Towns provide supportive resolution for topics and matters that they believe WAM should promote for the next legislative session; and

WHEREAS, the City of Cody is currently only eligible for 6 bar and grill licenses; and

WHEREAS, the Wyoming Statute §12-4-413(a)(b) provides:

The number of bar and grill liquor licenses for cities and towns shall be based on the following population formula:

- (i) Not more than two (2) licenses in incorporated cities or towns of seven thousand five hundred (7,500) or less; and
- (ii) Not more than six (6) licenses for population in incorporated cities between seven thousand five hundred one (7,501) and twenty thousand (20,000); and
- (iii) Not more than ten (10) licenses for population in incorporated cities between twenty thousand one (20,001) and thirty thousand (30,000); and
- (iv) Not more than one (1) additional license for each additional seven thousand five hundred (7,500) population in incorporated cities over thirty thousand (30,000).

WHEREAS, the above formula requires the City of Cody to reach 20,000 people before it gains an additional 4 licenses;

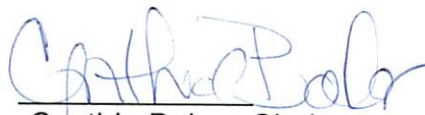
WHEREAS, the statutory formula fails to use an equitable formula for determining the number of licenses a municipality should have.

NOW THEREFORE BE IT RESOLVED By the Governing body of the City of Cody believes that the formula should allow for an additional bar and grill license by other reasonable means of distribution.

PASSED, APPROVED AND ADOPTED on this 10 day of May, 2022.


Mayor Matt Hall

ATTEST:


Cynthia Baker, Clerk



RESOLUTION NO. _____

ENTITLED: “A RESOLUTION DECLARING THAT THE MUNICIPALITIES OF LARAMIE COUNTY HAVE AGREED THAT THE CURRENT STATE STATUTES REGARDING THE DESIGNATION OF LIQUOR LICENSES ISSUED BY THE GOVERNING BODIES OF SAID MUNICIPALITIES ARE STIFLING ECONOMIC GROWTH AND ARE REQUESTING THE STATE LEGISLATIVE COMMITTEES AND STATE LEGISLATURE REVIEW, CONSIDER, AND ADOPT MODIFICATIONS TO STATE STATUTES REGARDING SAID LICENSES.”

WHEREAS, the municipalities of Laramie County recognize the need for improvement for quality of life throughout Laramie County through existing residents as well as prospective new residents. This would include but not limited to our workforce development strategy to encourage the residents who reside in Laramie County to stay here for quality of life and not seeking entertainment in other locales, and

WHEREAS, due to recent census data and the current structure of State Statutes on Liquor Licenses it has been determined by the municipalities of Laramie County that the State Statutes are stifling economic growth in not only large but smaller communities, and

WHEREAS, the municipalities of Laramie County recognize that tourism is the number two industry in Wyoming. The modifications to State Statutes on issuance of liquor licenses for new development will create an atmosphere of community and not as a pass through to other locales, and

WHEREAS, the municipalities of Laramie County have recognized the entrepreneurial spirit of license applicants, causing the governing bodies to be placed in a precarious situation of picking “winners and losers” amongst a variety of qualified candidates. The municipalities of Laramie County believe this is detrimental to a free market economy, and

WHEREAS, the municipalities of Laramie County have recognized the necessity of local control regarding liquor licenses as it is the municipality who administers the emergency services and law enforcement, and

WHEREAS, the municipalities of Laramie County have recognized the nationwide trend that most new liquor establishments are locating to former industrial, historical, and warehouse districts in dilapidated areas, revitalizing many blighted areas throughout the municipalities, and

WHEREAS, the municipalities of Laramie County have requested the Wyoming Association of Municipalities to draft a similar resolution on this topic to address but not limited to, licenses regarding grocery store / convenience store sales, entertainment venues, gaming facilities, food trucks, and removal of the census requirements, and

WHEREAS, the municipalities of Laramie County request that upon passage of the modifications to State Statutes that they become effective immediately and not July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES OF LARAMIE COUNTY, WYOMING, that the municipalities of Laramie County hereby request the state legislative committees and state legislature review, consider, and adopt modifications to current State Statutes regarding the issuance of liquor licenses in the municipalities of all Wyoming communities.

PRESENTED, READ, AND ADOPTED this ____ day of _____, 2022

CITY OF CHEYENNE

BY:

Patrick Collins, Mayor

(SEAL)

ATTEST:

Kristina F. Jones, City Clerk

TOWN OF ALBIN

BY:

Kelly Krakow, Mayor

(SEAL)

ATTEST:

Jillian Kriz, Clerk

WAM RESOLUTION NO. 22-09

A RESOLUTION TO REPEAL WYOMING STATE STATUTES THAT REQUIRES MUNICIPALITIES TO PUBLISH MINUTES, TITLES, DISPOSAL OF MUNICIPAL PROPERTY, CONTRACTS FOR PUBLIC IMPROVEMENTS, ELECTIONS, AND ORDINANCES, IN LOCAL NEWSPAPERS

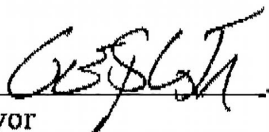
WHEREAS, municipalities in Wyoming have become burdened by rising publication costs which puts undo strain on our budgets which are mandated by Wyoming State Statute; and

WHEREAS, there exists other mediums to advertise such as: town websites, social media websites and various other outlets; and

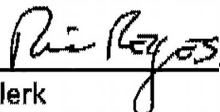
WHEREAS, the municipalities feel that is an unfunded mandate required by Wyoming State Statute that goes to the support of private business and entities;

NOW, THEREFORE, BE IT RESOLVED that the Town of Lingle, Wyoming supports and approves the resolution to remove these Wyoming State Statutes that require publication in in local newspapers.

Approved on this 4th day of May 2022



Mayor



Clerk

RESOLUTION No 22-02

A RESOLUTION TO CREATE UTILITY AND OTHER MUNICIPAL SERVICES LIEN AUTHORITY FOR MUNICIPALITIES AND JOINT POWERS BOARDS

WHEREAS, municipalities in Wyoming have become aware of problems relating to the ability of the municipalities and joint powers boards to collect past due utility and other municipal service bills; and

WHEREAS, the current law of the State of Wyoming allows irrigation districts, water and other improvement districts to create liens under the right circumstances or have statutorily been granted automatic and perpetual liens under certain circumstances; and

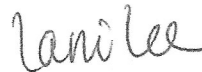
WHEREAS, there is nothing similar to the creation of a lien found in zoning regulations or any other powers granted to a municipality or joint powers board in current state laws of the State of Wyoming;

NOW, THEREFORE, BE IT RESOLVED that the Town of Hartville supports such legislation as may be necessary to provide authority to a municipality or joint powers board to create a lien arising from past due bills for public utilities and other municipal services necessary to correct hazardous conditions.

Approved on this 14th day of April, 2022.



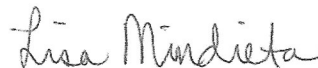
Mayor Mark Flohr



Council Member Lani Lee



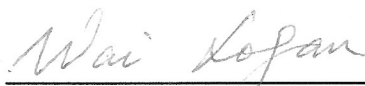
Council Member Vern Yenger



Council Member Lisa Mindieta



Council Member Natalie Blaise



As Attested To: Wai Logan / Treasurer

**A RESOLUTION SUPPORTING OPTIONS FOR PROVIDING
OUTDOOR FOOD & BEVERAGE SERVICE**

WHEREAS, outdoor eating areas or "parklets" were activated by restaurants throughout the Town of Jackson to provide space and capacity for eateries during the COVID-19 pandemic; and

WHEREAS, parklets provided benefits for businesses, visitors, and the community overall; and

WHEREAS, citizens felt parklets added to the spirit of town, enhanced the atmosphere overall; and

WHEREAS, parklets are viewed as one of the most positive outcomes of the pandemic and restaurants view them as something that transformed the vitality in the downtown corridor and provided a positive economic impact.

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports, and urges WAM to support, more flexibility with health and liquor codes and the ability to rent public right of way to restaurants for the purpose of outdoor dining.

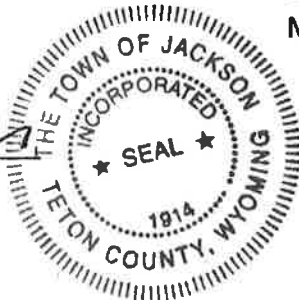
APPROVED ON THE 2nd DAY OF MAY 2022.

TOWN OF JACKSON

By: 
Mayor Hailey Morton Levinson

ATTEST:


Riley Taylor, Town Clerk



**A RESOLUTION SUPPORTING EFFORTS TO BROADEN OPTIONS
TO GENERATE REVENUE AT THE LOCAL LEVEL**

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

WHEREAS, citizens of municipalities are more comfortable if they can be assured that additional tax revenues will be used to fund priorities and needs identified by their communities, which may include core services such as protecting the health, safety, and welfare of residents, workforce housing, and the maintenance of infrastructure among other things; and

WHEREAS, citizens of Wyoming value self-sufficiency and self-reliance so resources available in area of the state such as in tourist economies, should be able to be levied and utilized to support the government and citizens in that locality; and

WHEREAS, the state's current tax code does not allow for this flexibility, Towns, Counties, and the State of Wyoming have left revenue on the table; and

WHEREAS, localities levying such taxes specific to their communities would create healthy diversification of revenue streams and could consider changes in percentages or foregoing receipt of direct distributions, thus supporting the state; and

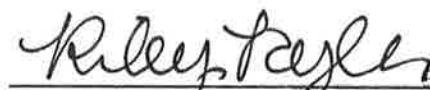
NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports, and urges WAM to support, more flexibility for localities to levy taxes that make sense within their jurisdictions, given their specific circumstances, to be utilized for community priorities and potentially offset some of the states' direct distributions.

APPROVED ON THE 2nd DAY OF MAY 2022.

TOWN OF JACKSON

By: 
Mayor Hailey Morton Levinson

ATTEST:


Riley Taylor, Town Clerk



**A RESOLUTION SUPPORTING A LIMIT ON
ANNUAL INCREASES IN PROPERTY TAX GROWTH**

WHEREAS, property valuations have been increasing exponentially in recent years; and

WHEREAS, incomes in our state are not keeping pace with the escalation in property values; and

WHEREAS, the Department of Housing and Urban Development states that family income in Teton County, Wyoming rose 6% in 2021 and property taxes are expected to increase 30-50%; and

WHEREAS, such dramatic escalation year over year drives out long-time families and residents that cannot keep up with costs; and

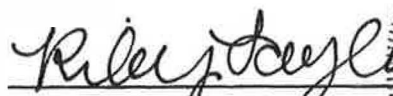
WHEREAS, a homestead exemption or a limit or cap on the amount property taxes can increase in a given year could provide significant relief and these or other options could be utilized to help Wyoming's residents; and

WHEREAS, one may be a constitutional amendment related to property tax; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports, and urges WAM to support, tools for limiting the rate of increase of property tax in a given year in our state.

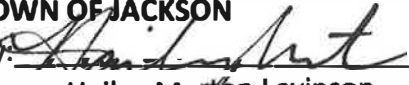
APPROVED ON THE 2nd DAY OF MAY 2022.

ATTEST:


Riley Taylor, Town Clerk



TOWN OF JACKSON

By: 
Mayor Hailey Morton Levinson

**A RESOLUTION SUPPORTING A COUNTY-SPECIFIC
COST OF LIVING INDICES FOR WYOMING'S 23 COUNTIES**

WHEREAS, the Administration and Information department of Wyoming's Economic Analysis Division issues a semi-annual Cost of Living Index; and

WHEREAS, there is great discrepancy between different counties in Wyoming and the annual cost of living varies quite dramatically between localities; and

WHEREAS, the Economic Analysis Division's current process aggregates Wyoming's counties into five regions, which have very different economic profiles; and

WHEREAS, a consumer price index that shows the annual change in cost of living for each county individually would be a significant tool; and

WHEREAS, the data is already available but not made public but in the aggregated form, grouping neighboring counties with different profiles; and

WHEREAS, this county-specific information would be a tool for government budgeting and any and all business entities affected by inflation;

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson supports and urges WAM to support, a County-Specific Cost-of-Living Index for each of Wyoming's 23 Counties in its semi-annual report.

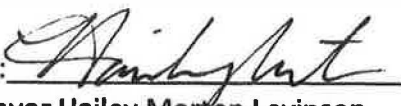
APPROVED ON THE 2nd DAY OF MAY 2022.

TOWN OF JACKSON

ATTEST:


Riley Taylor, Town Clerk



By: 

Mayor Hailey Morton Levinson

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Pari-Mutuel Wagering Impacts	Public Comment:	Yes

Purpose & Policy Considerations.

At the May 16, 2022 Town Council meeting, Council asked staff to report back on the legal, public safety, and other issues surrounding the 307 Horse Racing proposal for the space formerly occupied by Hole Bowl.

Requested Action.

There is no requested action.

Recommendations.

There is no recommendation.

Background.

The Chief of Police indicated that, based on the information that she has gathered thus far, she does not anticipate this venue having any more/or less public safety issues than any other business. Their employees are vetted through extensive background checks (required under state law), far more than the average employers so she believes this will be very helpful.

The Town Attorney's office provides the following information:

Background

307 Horse Racing is a Wyoming company which focuses on Historic Horse Racing (HHR) and operates a 'Derby Club' in Gillette, Sheridan, Casper, and will open a location in Rawlins soon. Both the Sheridan and Casper locations also have a liquor store at those locations. They purchased the Hole Bowl and are seeking approval for off track betting through Teton County and the Wyoming Gaming Commission. County Commissioners will vote to permit their operation on June 7, after which they will need approval from the Gaming Commission. Once those approvals are in place, they will be applying for a business license, liquor license, and restaurant license through the Town.

Business & Liquor Licenses

An article on their liquor license application can be found at https://www.thesheridanpress.com/news/local/307-horse-racing-receives-liquor-license-after-weeks-of-discussion/article_3437eb48-47b7-11ec-af80-078ca7dbba68.html. The article notes concerns relating to additional crime associated with gambling and alcohol using statistics comparing Casino areas in Billings to a random sample, along with statistics provided by Gamblers Anonymous. While the statistics do indicate additional crime and alcohol issues, we advise being circumspect about the statistics because they are comparing a large casino with multiple betting outlets vs. track betting and those with gambling addiction vs. casual gamblers. In short, these are not necessarily relevant and equivalent comparators and that should be considered when reviewing the statistics.

As for experiences from other communities, staff spoke with both the Gillette Police Department the Campbell County Clerk, and they have not had a *single* crime incident originating from their location. It should be noted that 307 Horse Racing has been operating for less than a year, so the statistics may change. Overall, they were very supportive of 307's operation, specifically highlighting the additional funds generated. (Other cities have not responded to staff's requests for information.)

The state statute, Wyo. Stat, Ann. 12-4-104(b), controls liquor license issuance and provides as follows:

(b) Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

Only the Council, upon a complete and certified application, can make the findings for issuance/denial of a license, thus staff does not provide detailed analysis of this statute. In summary, however, these are the factors Council must consider in issuing any liquor license.

As for a business license from the Town, the Municipal Code, with comment, provides as follows:

5.04.130 Denial, revocation and suspension.

A. The Town Manager, or their designee, may deny, suspend or revoke a license or permit when the holder commits any one or more of the following acts or omissions:

1. The breach of any condition upon which the license or permit was issued or failure to comply with any applicable provision(s) of law.

307 Horse Racing has not failed to comply with the law as of yet, nor, obviously, breached a condition since the license has not been issued yet. In short, this is a potential future basis for denial of renewal, and revocation or suspension.

2. The violation of any local, state or federal law(s) relating to health and safety of the premises occupied or relating to the Town of Jackson Land Development Regulations.

307 Horse Racing has not violated any laws/codes as of yet. Again, this is a potential future basis for denial of renewal, and revocation or suspension.

3. The securing of any license or permit by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.

This could occur but has not to our knowledge to date. Again, this is a potential future basis for denial of renewal, and revocation or suspension.

4. The conviction for a crime involving dishonesty, false statement or a felony.

The Town, to staff's knowledge, has no knowledge of such facts. Again, this is a potential future basis for denial of renewal, and revocation or suspension.

5. The conduct of the business puts the health, safety and welfare of the public at risk.

This could occur but has not to staff's knowledge to date. Again, this is a potential future basis for denial of renewal, and revocation or suspension

6. The failure to timely provide any information required by the Town for the application process.

This could occur but has not to staff's knowledge to date.

7. The applicant had a license or permit issued hereunder revoked or suspended within one year immediately preceding the date of application.

This could occur and, if so, again, is a potential future basis for denial of renewal, and revocation or suspension

8. The applicant currently holds a license or permit issued hereunder and the preexisting license is suspended.

This is not the case.

As set forth, there is currently no known basis to deny a business license application, but without actually having such an application a decision cannot be made yet.

Known Legal Issues/Cases With 307 Horse Racing

The only legal issue staff found was a lawsuit filed against Campbell County commissioners by the Wyoming Horse Racing and Wyoming Downs. https://www.thesheridanpress.com/news/regional-news/campbell-commissioners-sued-over-horse-racing/article_a7f9d286-b738-11eb-9632-6348cb909e9e.html. In the case, 307 Horse Racing is arguing they have full rights to any off track betting machines within 100 miles of the live race, and Wyoming Horse Racing and Wyoming Downs disagree with that assertion. Because this is a narrow, fact-specific issue having to do with how the Campbell County Commissioners interpret/ed a state statute, this is not a generally-applicable lawsuit that would impact the operations locally in Teton County.

If the Town Council would like staff to send a letter to the Teton County Commission indicating the Council's support or non-support for the County's issuance of the permit for 307 Horse Racing's operation, they can make a motion to do so.

Analysis.

Provided above.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

Conducting business in this location, where business has previously been conducted, supports and diversifies the local economy and is in alignment with Principle 6.2 of the comprehensive plan.

Fiscal Impact.

There would be a fiscal impact associated with business license fees and liquor license fees paid.

Staff Impact.

The staff impact of conducting this additional research was approximately 10 hours in the Town Attorney department and several additional hours for administrative review and completion of the staff report.

Attachments or Links.

None.

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

No motion necessary. Should the Town Council wish to take collection action on supporting the County's issuance of a permit, a possible motion would be:

I move to direct staff to send a letter to the Teton County Commission from the Jackson Town Council indicating the Council's support (**or non-support**) for the County's issuance of the permit for 307 Horse Racing's operation.

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Item P22-053 – Zoning Map Amendment for 460 E. Broadway from NM-2 to P/SP	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Town Council's opportunity to review a proposed Zoning Map Amendment per Section 8.7.3 in the Town of Jackson Land Development Regulation (LDRs).

Requested Action.

The applicant, Teton County Hospital District, (St. John's Hospital), is requesting approval of a Zoning Map Amendment for the property addressed as 460 East Broadway Avenue (T-74A), also known as the former Hitching Post Lodge property, to rezone the property from the Neighborhood Medium Density -2 District (NM-2) to the Public / Semi-Public District (P/SP).

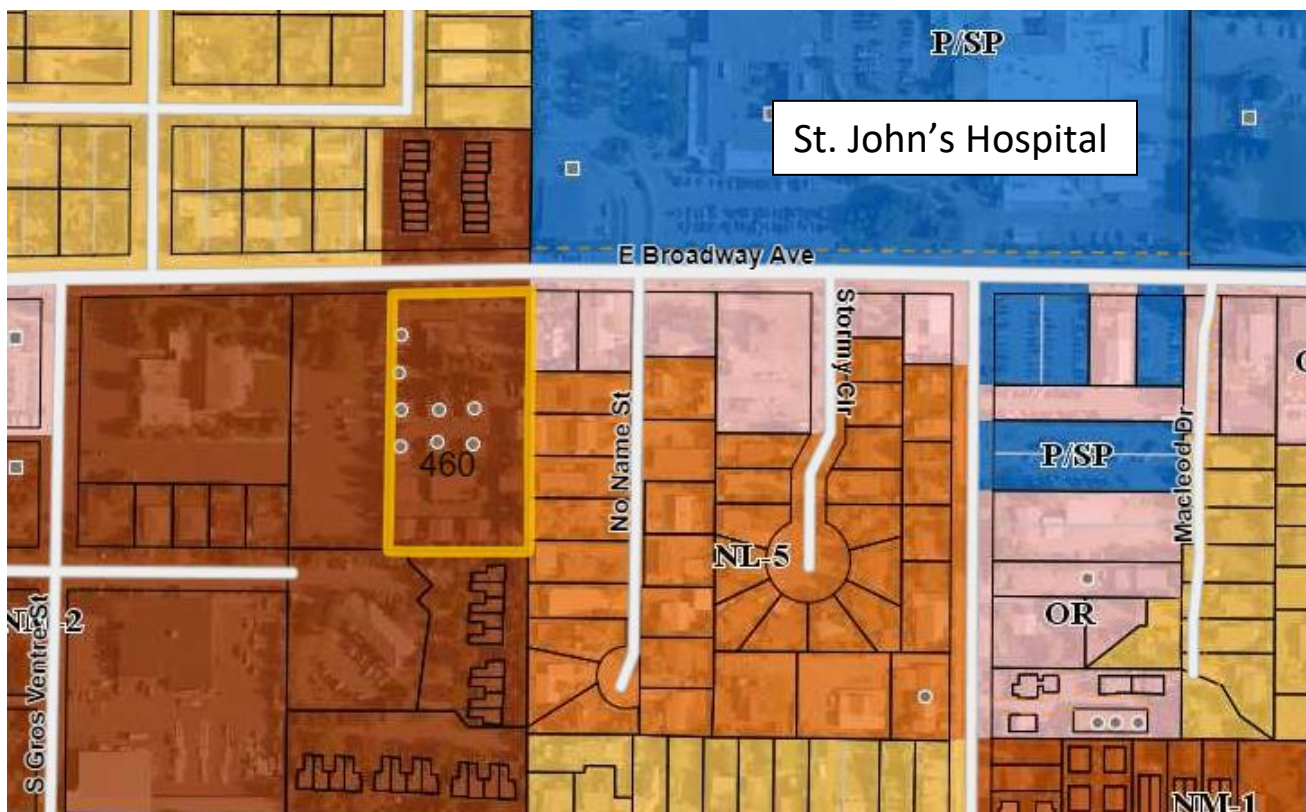
Recommendations.

The Planning Director and Planning Commission recommend **approval** of Zoning Map Amendment (P22-053), subject to the following condition:

1. The 1.65-acre subject property located at 460 East Broadway shall be subject to the following dimensional standard requirements of the NM-2 District, as modified in this recommendation, and as the NM-2 Zone may be amended from time to time:
 - a. Structure setbacks;
 - b. Building height of up to 39' but with consideration for the dimensional standards of neighboring zones;
 - c. 3 story limit;
 - d. Site development setbacks;
 - e. Parking setbacks;
 - f. LSR of 21% but not 70% in first 1/3 of property;
 - g. Parking; and
 - h. Design review.

Project Location.

The subject property is located at 460 E. Broadway Avenue. An aerial photo and zoning map are shown on the following page:



Background.

The subject parcel is approximately 1.65 acres in size. The parcel is approximately 190 feet wide and 370 feet deep. The parcel was rezoned NM-2 in 2018 but was zoned Auto Urban Residential (AR) before than starting in 1994. While it is not located in the Lodging Overlay, the property was historically used for commercial lodging purposes as the Hitching Post Lodge prior to adoption of the Lodging Overlay in 1994. Thus, the lodging use is considered nonconforming under the Town's LDRs. Furthermore, even though the commercial lodge has now ceased to operate, the current owner of the property has continued an adequate level of lodging/short-term rental use as part of the hospital operation to maintain its nonconforming status since they purchased the property in 2001.

The subject property is located across the street from and "kitty corner" to the hospital's main campus. It has been used as part of the St. John's Hospital campus since being purchased. The property currently contains 17 buildings with a total of 34 units. More specifically, the units are used as follows:

- 12 Patient/Patient family lodging rooms: Used for inpatient/outpatient care (rented to employees when not in use);
- 15 Employee housing units: All are 2-bedroom units with kitchenettes. Used for full-time hospital employees and some traveling nurses or health care workers
- 7 on-call rooms: Used by hospital staff who are "on call" for duty and need temporary accommodations to be close to work.

In summary, there are 15 units of employee housing and 19 units of short-term lodging. There are also a number of nonconforming structures on the site that are located in setbacks around the perimeter of the site.

Analysis.

The applicant's request is limited to amending the Official Zoning Map to change the subject property from NM-2 to P/SP zoning. It does not include any proposed physical development or uses. Thus, the Town's review is limited only to making the required findings for a map amendment in Section 8.7.3 (see below). According to the LDRs, the P/SP zone is intended "to provide locations for new and existing uses and facilities of a public or semi-public nature." In addition, it intended to be under the control of "federal, state, or local governments, or other governmental entities such as a school district or hospital district." As such, St. John's Hospital qualifies as an intended P/SP zone owner. However, the mere fact that one of the listed governmental entities owns a property in the Town does not automatically mean that that property should be zoned or rezoned to P/SP. For example, the hospital owned residential lots in the Daisy Bush subdivision for many years some but that did not mean those lots did or should have become zoned P/SP. Therefore, each P/SP rezoning request must be considered on its own merits and neighborhood context.

Summary of the P/SP Zone: The key thing to understand about P/SP zone is that it has few LDR-prescribed development standards --- i.e., there are no predetermined limits on setbacks, height, LSR, FAR, or number of stories. The reason for this flexibility is to allow governmental entities latitude to build a wide variety of unique facilities — i.e., anything from a water treatment plant, to a recreational center, fire station, jail, or courthouse. However, to help address the potential impacts of a P/SP project on surrounding properties, all primary uses are allowed only with approval of Conditional Use Permit (CUP). This means that all proposed P/SP projects are vetted by the Town Council through the public hearing process. The practice of the Town has been to use the

CUP process to ensure that such projects are in scale with surrounding neighborhoods to the extent possible. Thus, while living next door to P/SP zoned property does introduce some level of unknowns, there is usually a public process through which neighbors can express their concerns to the Council and where the Council can impose conditions on the development to address those concerns. One exception to this rule is that Accessory Residential Units (ARUs) are allowed in the P/SP Zone with a Basic Use Permit (BUP) which does not require a public hearing for approval.

On the issue of residential development, the P/SP zone is not typically intended to build residential housing and that is why the only form of residential housing it allows is ARUs (i.e., no apartments, townhomes, condos, or single-family homes). Regardless, given the close proximity of the subject property to the main St. John's campus, staff finds that the residential units currently used on site or built in the future should be considered accessory to the main hospital campus and so this would be consistent with the P/SP zone use limitations.

Applicant's intent for the rezone / Conditional Zoning request: Even though the rezone request does not include a formally submitted redevelopment plan, the applicant has shared its goals and intended future uses for the site to help demonstrate the need for the requested rezone. The applicant states that the fundamental goal is to ultimately redevelop the property to increase the number of employee housing units and short-term rental units from a total of 34 units to 100 units. Per the LDRs, the number of short-term rental units must remain at 19 (with the potential to increase the gross floor area by 10%) due to the restrictions on nonconforming uses. The applicant contends that the close location and substantial size of the property make it ideal for higher density employee housing, including the possibility of using underground parking. The intent is to reduce the housing and transportation costs of some of its employees.

The applicant further states a desire to design a project that is sensitive to the context of the surrounding residential neighborhoods. The subject site has single-family homes located to the east (NL-5 Zone), multi-family residential to the south and north (NM-2), the Mormon Church and Teton County Health Department to the west and southwest, and then Office Residential (OR) zoned property to the east fronting Broadway. Toward this goal, the applicant offers to voluntarily commit itself to complying with some of the development standards of the NM-2 zone even if the property is approved for the P/SP zone (see green summary box below). In effect, this would create a hybrid zone through a mechanism sometimes called "conditional zoning." Conditional zoning is where an applicant voluntarily limits development or offers certain public benefits (e.g., a park or playground) as part of a rezone process. The Town has not considered a conditional zoning request before to staff's knowledge, but it is worth noting that Planned Unit Development (PUDs), which the town has allowed in the past, are similar to conditional zoning.

Applicant's Proposed Conditions for P/SP Rezone:

The applicant is asking to be rezoned to P/SP but will commit to still complying with the following NM-2 zone standards:

- Structure Setbacks: 20' – front; 10' – side, 20 – rear;
- Building Height: 39' (regardless of pitch instead based of the 35' – 39' standard that is based on the pitch of the roof as currently imposed in NM-2)
- Stories: 3 stories max.
- Site Development Setbacks: 20' primary street; 5' side; 5' rear;
- Parking setbacks: 20' primary street; 5' side; 5' rear.

All other zoning standards would be as required by the P/SP Zone.

The applicant also states that it will make every effort to occupy the residential units with members of the local workforce. The LDRs, regardless, already require that ARUs be limited to either 1) members of the local workforce or 2) non-paying members of the family or guests of the primary unit. Since there is no primary single-family unit associated with this development, the only compliant occupant of the ARUs would be members of the local workforce who meet requirements of the Teton County Jackson Housing Department. Further, given that the ARUs are associated with a nonresidential use (the hospital), workforce deed-restrictions may need to be recorded on all future ARUs developed on the site per the Housing Department requirements.

The NM-2 standards that the applicant would not follow would include: the 8-plex maximum building size; LSR, landscaping, FAR, parking; curb cut width; design review, and potentially other standards. It should be noted too that the applicant is proposing a uniform 39' height limit for all buildings regardless of roof pitch (i.e., flat-roofed structures), while the NM-2 maximum height limit is 35' – 39' based on the pitch of the roof.

The main reason the applicant favors the P/SP zone over the NM-2 is because the NM-2 zone limits the number of residential units that can be attached in one building to eight units (i.e., there is no density limit in the NM-2, but no individual building can contain more than 8 units). The hospital states that the 8-plex requirement would significantly constrain their ability to maximize the building of workforce housing and other uses on the site and so the P/SP zone is needed (see application for further explanation).

Planning Commission

The Planning Commission considered this item on May 4, 2022, and had the following comments:

- Commissioners asked about the reason for staff's original condition that the allowed height be limited the current NM-2 limit of 35'-39' height (depending on roof pitch) instead of the applicant's request of just a simple 39' for all structures. Staff explained that we preferred the height range to better protect adjacent homes in other zones but staff now supports the Commission's revised condition that allows 39' but with additional language to address compatibility with neighboring homes through the design review process.

- Commissioners asked for clarification whether all new units would be rentals if rezone is approved. Staff responded in the affirmative and Dave Robinson, representing the hospital, said the intent is to maintain the same number of patient/family rooms, slightly increase the on-call rooms, and increase the employee rental apartments to around 75. They want underground parking to minimize plowing and disturbance to neighbors.
- A commissioner asked if the intent was for the applicant to come back and apply for an Administrative Adjustment to reduce the parking requirement and whether the parking requirement is based on unit size. Staff clarified parking is based on unit size and that it is an option for any applicant to apply for an Administrative Adjustment and make their case for a lower standard based on project-specific demand (as has been done in with many recent workforce housing projects).
- Commissioners asked how often applicants apply for a rezone that is conditional. Staff responded that typically there haven't been any conditional zonings where the applicant offers to voluntarily restrict the use of a proposed new zone.
- Commissioners discussed the how the NM-2 LSR works (.21 LSR but 70% must be within first 1/3 of property frontage). Given the setbacks, there was concern that the 70% requirement might not leave enough required greenspace to buffer neighboring properties toward the back of the applicant's property. Staff agreed with the Commissioners' concern and modified our recommendation to match the Commission recommendation that excluded the 70% requirement in the property frontage and retained only the 21% overall greenspace requirement.
- Generally, the Commissioners supported of the rezoning request and modified slightly some of staff's original conditions of approval. There were some lingering concerns about making sure that adequate future parking be provided, that conditional zoning could be a slippery slope, and that the 39' height and 3-story allowance could negatively impact adjacent smaller houses with only a 30' height limit and 2 stories. In the end, the Commission agreed that such concerns could be addressed adequately through the CUP and design review process for any larger proposed buildings.

Public Comment

No written comments submitted but did field a few inquiring phone calls. At the Planning Commission meeting, the following comment was made:

- Anna Olson, on behalf of JH Chamber of Commerce, expressed support for the map amendment as requested by the hospital. The community is facing a scarcity of developable land, local building codes put limits on density, and a small labor force and high operating expenses for builders are increasing the cost of development. She also requested that the best housing be built considering livability standards.
- Laura Martine, an employee of St. John's Health, came to Jackson 7 years ago as a travel nurse and supports the request. She lived at the Hitching Post for a couple of years and still lives in employee housing. The limited housing in Jackson makes it very difficult to staff their units and handle emergencies. Several employees drive 3 + hours. This project will help them house their employees.
- Cynthia Hogan, who is the Board Chair of St. John's Health, stated that the new Hitching Post will be a game changer for St. John's Health staff and the community in which they serve. About 90 positions remain unfilled in part because there are no homes available in Jackson. This would also provide temporary housing for visiting specialists such as neurologists and pulmonologists that come from the University of Utah to treat us.

Staff conclusion:

In looking at this case, staff's goal is to ensure that any expansion of intensification of the main hospital campus into adjacent residential areas (especially south of Broadway) are compatible with the neighborhood. Compatibility does not mean that the development is identical in scale or intensity as surrounding uses but that it can be successfully integrated into the neighborhood without diminishing the long-term livability and vitality of the nearby residential uses. As noted above, this area on Broadway is an area of mixed uses, including single-family, multi-family, a church, and other governmental uses. Given this context, staff finds that the existing Hitching Post density works well with the neighborhood and that redevelopment under the current NM-2 would also be compatible. We also find that while the requested P/SP zone would have increased impacts on the surrounding neighborhood compared to the existing NM-2 zone, that the impacts would be largely mitigated if approved as conditioned by staff and the Planning Commission. The main difference would be that larger individual buildings could be built that would be larger than the NM-2's 8-plex maximum. In a practical sense this might also mean that additional density could fit on the site under the P/SP compared to the NM-2 even though neither zone has a specific density limit in the LDRs.

Another important factor to consider is the fact that the hospital already owns multiple properties south of Broadway near Redmond Street that are zoned P/SP. Those properties are used primarily for additional parking at the current time. These properties are generally located in a small strip of OR zoning on or near Broadway, so this area is already intended as a mixed office/residential area. The applicant's property for this request is located on the west end of this same strip of OR properties. As such, staff finds that extending P/SP zoning in this location is generally consistent with the existing and evolving development pattern on Broadway near the hospital. Staff would be more concerned with the P/SP rezone request if it did not involve a property that is already being used for hospital purposes (both residential and short-term rental) or was in a location that was not contiguous to the existing OR strip. Instead, the property is located across the street from the main hospital campus and is an extension of the OR strip. For this reason, staff does not consider this to be hospital "sprawl" which is something that we are concerned about as the hospital continues to expand beyond its main campus north of Broadway. A better understanding of the hospital's "master plan" as it relates to future expansions, especially into areas south of Broadway, would be appreciated because it would allow the Town the opportunity to help plan and address potential changes in the neighborhood.

As stated above, staff agrees with the modifications that the Planning Commission made to our original conditions such that both now agree on a single set of recommended conditions of approval. On the issue of parking, staff reiterates that the NM-2's parking standards should continue to apply to ensure that adequate parking is provided and does not spill over into the surrounding neighborhood. Any concerns the applicant has about this requirement should be alleviated by the fact that Town's parking standards include an Administrative Adjustment option to provide relief from our parking standards when an applicant can justify a lower parking need based on credible evidence.

For clarity, staff and the Planning Commission have also added a condition that Design Review be required per the regular NM-2 thresholds for design review, which is that all nonresidential and residential development of more than 3 attached units require design review (the current P/SP requirement applies only to nonresidential development).

Findings:

Pursuant to Section 8.7.3.C the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. *Is consistent with the purposes and organization of the LDRs.*

Complies. As conditioned, staff finds that the proposed request to be consistent with the purpose and intent of the LDRs, specifically the P/SP zoning district. The purpose of the P/SP zone (*LDR Section 4.2.1*) is “to provide locations for new and existing uses and facilities of a public or semi-public nature.” In addition, it intended to be under the control of “federal, state, or local governments, or other governmental entities such as a school district or hospital district.” As such, the Teton County Hospital District qualifies as a legitimate P/SP landowner and developer.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

N/A. Per a recent Wyoming Supreme Court case, this finding is not applicable until further notice.

3. *Is necessary to address changing conditions or a public necessity.*

Complies. As conditioned, the rezone is intended to facilitate the redevelopment of the Hitching Post property to address the growing need for workforce housing that many large employers, such as the hospital, are trying to address.

4. *Is consistent with other adopted Town Ordinances.*

Complies. As conditioned, Staff finds that the proposed request is consistent with all other Town Ordinances.

Fiscal Impact.

None.

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat was not untypical of a subdivision plat of this size and was 20 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** Zoning Map Amendment (P22-053) to rezone the 1.65 acre property addressed as 460 East Broadway Avenue from the Neighborhood Medium Density – 2 District (NM-2) to the Public / Semi-Public District (P/SP) District, based upon the findings as presented in the staff report, the departmental reviews, and subject to the one condition of approval recommended in this staff report dated June 6, 2022.



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: Hitching Post Lodge Zoning Map Amendment
Physical Address: 460 E Broadway Avenue
Lot, Subdivision: Parcel B, Map T-74 A PIDN: 22-41-16-34-2-00-001

PROPERTY OWNER.

Name: Teton County Hospital District Phone: _____
Mailing Address: 480 E Broadway Avenue ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: HH Land Strategies, LLC, Hal Hutchinson Phone: 307-699-0265
Mailing Address: PO Box 1902, Wilson, WY ZIP: 83014
E-mail: hal@hhlandstrategies.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	☒ _____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

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

Pre-application Conference #: P21-255 Environmental Analysis #: n/a
Original Permit #: n/a Date of Neighborhood Meeting: 1/27/2022

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.

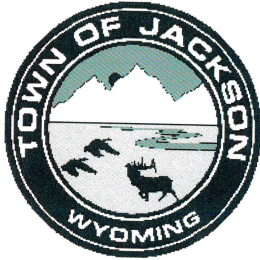
Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, 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
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: September 30, 2021

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
David Robertson, CEO, St Johns Health

Being duly sworn, deposes and says that Teton Cty. Hospital Dist. is the owner in fee of the premises located at:
Name of property owner as listed on deed
Address of Premises: 460 E Broadway Ave, Town of Jackson, WY 83001

Legal Description: Parcel B, Map T-74A

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Hal Hutchinson, HH Land Strategies, LLC

Mailing address of Applicant/agent: PO Box 1902, Wilson, WY 83014

Email address of Applicant/agent: hal@hhlandstrategies.com

Phone Number of Applicant/agent: 307-699-0265

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

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

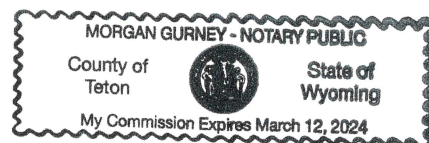
Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

Chief Executive Officer, SJH

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

STATE OF Wyoming)
COUNTY OF Teton) SS.



The foregoing instrument was acknowledged before me by Dave Robertson this 30 day of September, 2021. WITNESS my hand and official seal.

Morgan Gurney
Notary Public

My commission expires: 3/12/2024

HITCHING POST LODGE
EMPLOYEE HOUSING AND PATIENT/PATIENT FAMILY LODGING

460 East Broadway Avenue, Town of Jackson, WY

APPLICATION FOR
Zoning Map Amendment

Submitted: March 7, 2022

PIDN: 22-41-16-34-2-00-001

Owner:

St John's Health
Teton County Hospital District
David Robertson, Chief Executive Officer
625 E Broadway
PO Box 428
Jackson, WY 83001

Applicant:

Land Planning: Hal Hutchinson
HH Land Strategies LLC
PO Box 1902
Wilson, WY 8301
307-699-0265

Architecture: Peggy Gilday
GYDE Architects
80 W Broadway, Suite 200
PO Box 4735
Jackson, WY 83001
307-733-7303

1. Introduction:

St. John's Health, the owner of the Hitching Post Lodge property located at 460 E Broadway seeks approval of a Zoning Map Amendment that would permit a change of zoning for the subject property from the current Neighborhood Medium Density 2 (NM-2) zoning to Public/Semi Public (P/SP) zoning. Since acquiring the property in 2001, St. John's Health has continued the pre-existing use of the property for short-term lodging use, providing patient and patient families with lodging opportunities in close proximity to the hospital. The property has also been used to house St. John's Health employees.

The purpose of this zone change is to provide St. Johns Health with needed flexibility to design and construct employee housing that serves their employee recruitment and retention needs so they can continue to provide high quality health care to the community.

2. Description of Property, Project Goals

2.A. Property Description:

The Hitching Post Lodge property is currently zoned NM-2 and is not within any Town of Jackson Zoning Overlays. The subject property is generally flat and rectangular in shape, with approximately 196 feet of street frontage on East Broadway. It extends approximately 365 feet south from this Broadway Avenue frontage. The property is approximately 1.65 acres.

The subject property is bordered on the east by five individual lots. The northernmost lot bordering the property to the east is zoned Office Residential (OR). The four lots to the south of the OR Zoned lot are zoned Neighborhood Low Density 5 (NL-5). Land south of the property is zoned NM-2 and contains residential uses. A lot owned by Teton County that contains Teton County Health borders the property for approximately 30 feet along the western portion of the property's southern boundary. The property bordering the subject property to the west is zoned NM-2 and is owned by the Church of Jesus Christ of Latter Day Saints and is used as a parking lot for the Church. Please see attached **Exhibit A – Hitching Post Property Vicinity and Zoning Map**.

The Hitching Post Lodge is currently developed and contains seventeen (17) buildings. The uses on the subject property include residential uses and short-term rental uses that support the St John's Health operations. The seventeen (17) individual buildings contain a total of thirty-four (34) individual units. The breakdown of unit types among these thirty-four units is as follows:

"Patient/Patient Family Lodging Rooms":

There are twelve (12) Patient/Patient Family Lodging Rooms. Patient/Patient Family Lodging Rooms are standard lodging rooms with a microwave and mini fridge. Six of the Patient/Patient Family Lodging Rooms have two queen beds. The remaining six have a single queen bed. Patient/Patient Family Lodging Rooms are as short-term rentals for patients and/or patient family members who require overnight accommodations associated with scheduled inpatient and outpatient medical care, as well as emergency care visits.

Occupancy of Patient/Patient Family Lodging Rooms range from a single night stay to multiple night stays depending on the nature of medical care patients or their family members are receiving. At no time are Patient/Patient Family Lodging Rooms occupied for more than a 30-day period. In addition, St. John's Health employees are able to rent Patient/Patient Family Lodging Rooms for work reasons, which is typically sleeping between shifts. However, use of these Patient/Patient Family Lodging Rooms for patients and/or family members takes priority, and they are only available to St. John's Health employees if there is a patient/family member vacancy.

"Employee Housing Units":

There are fifteen (15) Employee Housing Units. All fifteen Employee Housing Units are two-bedroom suites and contain a kitchenette providing a refrigerator, microwave, and a cook top. Twelve (12) of the Employee Housing Units are occupied by full time, permanent employees of St. John's Health. The remaining three (3) Employee Housing Units are typically occupied by "traveling" employees. "Traveling" employees are nurses or health care technicians that are employed by St. John's on a 90-day contract basis. These 90-day contracts for traveling employees are typically extended for a second or third contract. All Employee Housing Units are leased for a period of greater than 30 days.

"On Call Rooms":

There are seven (7) On Call Rooms. On Call Rooms are used by hospital staff that are "on call" and are required to be available to serve hospital and patient needs on an as needed, immediate basis. On Call Rooms are provided to hospital employees that reside at a distance from the hospital that would not allow them to be available for on call duty in an immediate time frame. On Call Rooms are provided to hospital employees on a short term (less than 30 day) period. Of the seven On Call Rooms, four (4) are standard lodging rooms with a microwave and mini fridge. The remaining three (3) On Call Rooms are two-bedroom suites with a kitchenette.

Based on the above, the Hitching Post Lodge property contains fifteen (15) Employee Housing Units (residential use) that include thirty (30) individual bedrooms. There are nineteen (19) Patient/Patient Family Lodging Rooms and On Call rooms(short term use) that include a total of 22 bedrooms.

2.B. Project Goals:

The lack of workforce housing in Teton County is possibly the single biggest challenge facing our community. It is well documented that the cost of homeownership and residential rental rates in Teton County is well above what typical employees in Teton County can afford. While this is an issue for all types of employers and employees in Teton County, it is a particularly acute issue for St. John's Health. St. John's Health provides high quality and critical health care services to the entire community. The single biggest challenge of continuing to provide these critical health care services that St. John's Health faces is the recruitment and retention of

health care professionals due to the high housing costs in the community. While it is not the primary mission of St. John's Health to provide housing for their employees, the local housing crisis necessitates that St. John's Health seek housing solutions for their employees in order to achieve their purpose *"To provide our unique community and visitors with exceptional and ever-advancing individualized care."*

Recognizing the housing challenge facing the community generally, and St. John's Health specifically, St. John's acquired the Hitching Post Property in 2001. Since acquisition, the property has provided both employee housing and short-term rentals that help them serve the community's health care needs. However, as housing costs have risen, employee recruitment and retention challenges have become more acute. As such, the existing thirty-four units on the Hitching Post have become inadequate to serve the growing employee housing and patient care needs of St. John's Health.

The Hitching Post Lodge is uniquely located in immediate proximity of the hospital. It is also a relatively large (1.65 acres) property. These property characteristics make the Hitching Post property ideal for redevelopment for employee housing. The property is large enough to provide a meaningful amount of housing units efficiently and effectively. The scale of the property also makes the provision of underground parking a possibility. The Hitching Post Lodge's proximity to the hospital allows for quick medical responses at all times. This proximity also reduces St. John's Health employee and transportation needs.

St. John's recognizes that it is part of the community, and that the Hitching Post property is located in an existing neighborhood. Based on St. John's stated vision to *"...be a trusted partner with the community, enabling people to live their best possible lives"* it is important to St. John's Health leadership that redevelopment of the Hitching Post for employee housing acknowledges and is compatible with community and neighborhood goals.

Based on the need to recruit and retain employees, the costs of providing housing, the unique characteristics of the Hitching Post property, and the vision of being a trusted community partner, it is necessary to optimize the effectiveness and efficiency for redeveloping the property that the flexible Public/Semi Public zoning provides.

Considering these factors, St. John's goals for changing the zoning from NM-2 to P/SP are as follows:

- Provide housing in close proximity to the hospital to ensure quick medical response on a 24/7/365 basis
- Optimize the use of limited resources to address critical needs.
- Reduce St. John's Health's employee transportation and parking needs.
- Promote a connection to the community by housing staff in Teton County
- Design a project that is friendly to the neighborhood and community interests by respecting, to the greatest extent practical, the existing dimensional limitations of NM-2 zoning while benefiting from the flexibility that P/SP zoning provides.

3. Zoning Map Amendment Application

3.A. Zoning Map Amendment Application:

This application is for an amendment to the Town of Jackson Official Zoning Map to change the zoning for the Hitching Post Lodge property, located at 460 East Broadway, described as Parcel B, Map T-74 A, from Neighborhood Medium Density 2 (NM-2) to Public/Semi Public (P/SP). Prior to submitting a Zoning Map Amendment application, a pre-application Conference must be held with Town of Jackson Planning Staff. HH Land Strategies, as agent for St. John's Health, submitted a pre-application conference request on September 30, 2021. The pre-application conference was held on October 27, 2021. The Pre-application Conference request was assigned PAP# P21-255 by the Town of Jackson. Both the Pre-application Conference request and the pre-application conference summary are on file with the Town of Jackson Planning Department.

The following information is a direct response to the information required for this Zoning Map Amendment application as outlined in the P21-255 pre-application conference summary.

3.B. Zoning Map Amendment – Eligibility

The intent of the Town of Jackson Public/Semi Public zone district, LDR Section 4.2.1 is quoted below:

“The purpose of the Public/Semi Public - Town (P/SP-TOJ) zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP-TOJ zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district. It is not the intent of these LDRs that property in the P/SP-ToJ zone retain that designation after the property is divested by the public entity. At the time P/SP-ToJ designated land is transferred, or is proposed to be transferred, into private ownership, the property shall be reclassified to an appropriate zoning district to allow private use pursuant to the Jackson/Teton County Comprehensive Plan.”

Based on the purpose of P/SP zoning, any property zoned P/SP may be under the control of a government agency or “other governmental entity, such as a school district or hospital district”.

The Hitching Post Lodge property is owned by the Teton County Hospital District. The Teton County Hospital District is a government entity. Based on the above, the subject property is eligible to apply for P/SP Zoning.

3.C. Zoning Comparison and St. John's Health Commitments:

Pre-application Conference Summary P21-255 provides an application checklist, listing what information is required within this application. This P21-255 summary also includes a summary of Town of Jackson Planning Staff comments addressing what additional information is required for this application to rezone the subject property. A "Response to Submittal Checklist" is provided below in Section 3.D. of this application.

This section of this application (Section 3.C.) provides a response to the Planning Staff comments provided within P21-255.

A principal theme of the Planning Staff comments in the P21-255 summary is a requirement to justify why the current NM-2 zoning is not sufficient to meet the housing needs of St. John's Health and to provide an explanation of why P/SP zoning is the appropriate zoning designation for the property. Comments from planning staff also include requesting comparison of development potential between NM-2 zoning and P/SP zoning, and a discussion of factors such as site design, building height/stories, density, setbacks and general compatibility with surrounding neighborhood in the context of this comparison.

3.C.1. NM-2 Zoning:

The general intent of NM-2 Zoning is to "provide for medium to higher density residential development and to promote workforce housing types using a broad range of detached and attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited in order to respect and enhance the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended."

To achieve this intent, NM-2 zoning includes physical development standards restricting the location and scale of development on property zoned NM-2. These physical development standards are found in the LDRs and are numerous and extensive. The primary physical development standards are listed below:

Primary Building Setbacks:	Primary Street:	20'
	Secondary Street:	10'
	Side Interior:	10'
	Rear:	20'
Site Development Setbacks:	Primary Street:	20'
	Secondary Street:	10'
	Side Interior:	5'
	Rear:	5'
Landscape Surface Ratio:	Apartment Use:	.21

Parking Setbacks:	Primary Street:	20'
	Side Interior:	1'
	Rear:	5'
Access:	Curb Cut Width (Max)	20' or 40% of frontage, whichever is less
Primary Building Height:	Roof Pitch $\leq 3/12$:	3 stories, not to exceed 35'
	Roof Pitch 4/12, 5/12	3 stories, not to exceed 37'
	Roof Pitch $> 6/12$	3 stories, not to exceed 39'
Scale of Development:	FAR:	.40
	Deed rest. Hsg. Exemption	yes
	Workforce Hsg. Bonus	yes
	Individual bld. Max	10,000 s.f.
Required Parking:	Apartment Use:	1/ unit if greater than 2 bedrooms and 500 s.f. Otherwise, 1.5/ unit

Additional Zone Specific Stndrs. No more than 8 residential units/building

Based on the above physical development standards, any development on the Hitching Post property under current zoning would be required to maintain a 20' setback from Broadway, and a 10' setback from both the Side Interior (East and West) property lines, and a 20' setback from the rear (South) property line. Similarly, any Site Development would be required to be setback 20' from Broadway and 5' from the side (East and West) and rear (South) property lines.

Under NM-2 zoning, an apartment use would be required to provide a landscape surface ratio of a minimum of .21, or 15,093 s.f. of landscape area. It is important to note that this overall minimum landscape area can be reduced through the provision of site amenities such as benches and bicycle parking and therefore this minimum square footage amount could be reduced under NM-2 zoning.

Parking areas under NM-2 zoning would be required to be setback from Broadway by 20', from the side (East and West) property lines by 1' and from the rear (South) property line by 5'.

Any curb cut accessing the site from Broadway would be limited to 20' in width.

The height of any building could not exceed three stories and may be between 35' and 39' depending on roof pitch.

The maximum Floor Area Ratio for any development that does not include deed restricted housing or workforce housing could not exceed 28,750 s.f. However, NM-2 zoning provides for exemptions to the floor area ratio limitation for any deed restricted housing.

Considering that the purpose of this Zoning Map Amendment application is to provide flexibility to provide deed restricted housing, any floor area used for this purpose under NM-2 zoning would be exempt. Therefore, there would be no limitation on floor area for a project containing deed restricted housing under NM-2 zoning. The amount of floor area would therefore be limited by setbacks, height, and site planning and architectural concerns associated with the limitation of a maximum of 10,000 s.f. per individual building and no more than 8 residential units per building.

The limitation of no more than 8 units per building does not limit the overall density of units permitted on the property but requires that no individual building may contain more than 8 units. This limitation necessitates multiple buildings on the property. For example, based on the current density of 34 units on the property, development at the current density would require a minimum of 5 individual buildings.

Under NM-2 zoning, an apartment use would require between 1 and 1.5 parking spaces per unit, depending on the size and type of units.

It is important to note that, as currently developed, the Hitching Post property contains numerous nonconformities that do not meet the above physical development standards. These include encroachment into the Primary Building Setbacks, Site Development Setbacks and Parking Setbacks from the Side Interior (East and West) and Rear (South) property lines. Please refer to attached **Exhibit B – Existing Conditions** for an illustration of these existing encroachments.

3.C.2. P/SP Zoning

P/SP zoning contains none of the above listed physical development limitations. For example, there are no setback requirements and no restrictions on height or floor area. Therefore, there is no formal zoning controls governing the mass and scale of a development.

While there is a parking requirement of 1.25 spaces per Accessory Residential Unit under P/SP zoning, there are also shared parking standards that would permit a reduction in the number of required parking spaces. The proximity of St. John's Health to the Hitching Post property and the overall supply of parking on St. John's Health property make shared parking a viable and functional possibility.

The flexibility that this lack of physical development restrictions under P/SP zoning allows does not, however, exempt a public entity property owner from acknowledging community goals and neighborhood goals in planning and designing a project. Rather, this lack of physical development limitations is intended to provide the public entity flexibility to

develop a project that serves a public purpose in a manner that provides for this public purpose in an efficient and effective manner while seeking compatibility with community and neighborhood goals.

3.C.3. St. John's Health Commitments

Based on St. John's Health's stated Vision to *"...be a trusted partner with the community, enabling people to live their best possible lives"* this application seeks to change the zoning for the property to P/SP while making the following commitments.

Physical Development:

Any application for a development plan or building permit will maintain the physical development limitations under NM-2 zoning for the following standards:

1. **Primary Building Setbacks** (20' Primary Street, 10' Side Interior, 20' Rear)
2. **Site Development Setbacks** (20' Primary Street, 5' Side Interior, 5' Rear)
3. **Primary Building Height** (No more than 3 stories and a maximum height of 39'. This commitment is to limit building height to a maximum of 39' regardless of roof pitch)
4. **Parking Setbacks** (20' Primary Street, 1' side Interior, 5' Rear)

For an illustration of these commitments, please see **Exhibit C – NM-2 and P/SP Commitments Zoning Diagrams**.

By making these commitments, the overall scale and location of development will maintain what is required under NM-2 zoning, including setbacks from neighboring properties, maximum height requirements, and overall floor area when considering FAR Exemptions for deed restricted housing.

Unit Occupancy:

In addition to the commitments stated above regarding specific physical development standards, St John's Health also commits to making every effort to ensure housing units within a project on the property are occupied by the local workforce.

St John's Health's housing challenges are characterized by employee *recruitment* as well as *retention*. In the short term, many of the units provided will address much of the hospital's employee retention goals by providing housing for existing hospital employees that may otherwise leave the community due to lack of suitable housing. In addition, a completed housing project on the property will allow St John's Health to recruit needed employees more effectively by offering prospective employees housing within the project.

Because employee recruitment can be a complex and time-consuming process, it is anticipated that, once a project is completed on the property, it may take a period of time

to achieve full occupancy by hospital employees. Rather than leave units unoccupied while employee recruitment efforts take place, St. John's Health will seek to ensure constructed units are occupied by the community workforce in the event that they are not fully occupied by St. John's Health employees upon completion of construction.

3.C.4. P/SP Zoning Flexibility

Based on St. John's Health's stated purpose *"To provide our unique community and visitors with exceptional and ever-advancing individualized care"*, and to meet their employee recruitment and retention needs required to achieve this purpose, this application seeks the flexibility that P/SP zoning provides in the following areas.

1. Allow for an individual building to exceed the 10,000 s.f. limitation under NM-2 zoning and contain greater than 8 units per building.
2. Allow for a curb cut off on Broadway accessing the site of greater than 20' as necessary.
3. Allow for flexibility in achieving the minimum Landscape Surface Ratio while striving to meet the purpose and intent of landscape area requirements.
4. Allow for flexibility in the overall Floor Area Ratio to accommodate high quality residential units.
5. Provide for as many parking spaces as the site will allow, with the goal of providing a minimum of 1 space per unit while reducing the overall transportation and parking demands generated by the overall St. John's Health campus.

This increased flexibility not only provides St' John's Health with the ability to design a project that meets their employee and retention needs, it also will serve to provide higher quality housing units at a lower cost. The ability to design a larger multifamily structure than would otherwise be permitted under NM-2 zoning, which limits the maximum number of units per building to 8, significantly reduces the redundancy in constructing circulation, such as staircases and elevators, and the cost of constructing multiple buildings with increased use of materials, such as foundations, exterior walls and siding. This reduction in construction redundancy is a significantly important consideration as St. John's seeks to provide housing for their employees in an expensive and challenging construction market.

3.D. Response to Submittal Checklist

1. Planning Permit Application

Please see completed application form for a Zoning Map Amendment included in the application packet.

2. Notarized Letter of Authorization

Please see notarized letter of authorization included in the overall application packet.

3. Application fees

Pursuant to the 1998 cooperative agreement St John's Health is exempt from required application fees.

4. Mailed Notice Fee

The Town of Jackson will bill the applicant as necessary based on LDR Section 8.2.14.C.2.

5. Findings for Approval

Please see the below discussion regarding Findings for Approval in **Section 4. Zoning Map Amendment Findings for Approval** of this application.

6. Site Plan

There are many factors in planning an employee housing project on the Hitching Post Property. Some general analysis of the property, and how it can accommodate the housing needs of St. John's has been completed. This analysis has resulted in our ability to make the commitments described in Section 3.C.3 of this application. However, this analysis has not extended to the development of a site plan. Rather, it is limited to spatial analysis to determine how a project can respect the physical development limitations of NM-2 zoning. For a representation of this spatial analysis, please refer to **Exhibit C – NM-2 and P/SP Commitments Zoning Diagrams** to this application.

7. Neighborhood Meeting

A neighborhood meeting was held on January 27, 2022. The meeting was held virtually, via zoom, due to St John's Health policies regarding in person meeting during the Covid 19 pandemic. The meeting was scheduled to occur from 5:00 PM to 7:00 PM. In attendance at the meeting were the following participants:

Agents for St John's Health included:

- Hal Hutchinson of HH Land Strategies, LLC
- Peggy Gilday and John Stennis of GYDE Architects

Representatives for St John's Health included:

- Dave Robertson, Head of Administration
- Cynthia Hogan, Board Chair
- Thom Kinney, Head of Human Resources
- Karen Connelly, Communications Director
- Sean Ryan, Facilities Director

- Sandra Murphy, Head of Lodging for SJH
- Ashley Eppler, Registered Nurse

Agents and representatives for St Johns Health prepared a presentation that was scheduled to occur twice over the course of the two-hour neighborhood meeting. No members of the public attended the neighborhood meeting. However, Hal Hutchinson, as agent for St John's Health received an inquiry regarding the proposed Zoning Map Amendment from a neighboring property owner across Broadway Avenue from the Hitching Post. This comment asked for information and included no specific concerns over the proposed ZMA.

A copy of the mailed public notice, and planned presentation for the neighborhood meeting is attached to this application as **Exhibit D – Neighborhood Meeting Documentation**

8. Division 1.9, Nonconformities

The existing Hitching Post Property contains legal nonconformities with respect to both use and physical development.

The nonconforming uses include the historical use of the property for short term rental/lodging use. While the property historically contained a conventional lodging use, this use has been maintained insofar as St. John's Health has retained a short-term rental use for a portion of the pre-existing lodging uses. This short-term rental use is documented above under Section 2.A. Property Description for this application. To summarize, the pre-existing, legally non-conforming short term rental use of the property includes nineteen (19) short term (short term use) units that include a total of 22 bedrooms.

The existing development on the property encroaches into NM-2 setbacks, including Primary Building Setbacks, Site Development Setbacks, and Parking Setbacks. As a part of this application to zone the property P/SP, St. John's has committed to respect these NM-2 setback requirements thereby improving the separation between development on the Hitching Post property and bordering properties from what currently exists. For an exhibit showing existing setback nonconformities in comparison to NM-2 zoning and St. Johns commitments to respect NM-2 setbacks, please refer to **Exhibit B – Existing Conditions**

4. Zoning Map Amendment - Findings for Approval:

Town of Jackson Land Development Regulations require that any application for a Zoning Map Amendment consider the following findings prior to approval of a Zoning Map Amendment. LDR Section 8.7.3.C – Zoning Map Amendment Findings state:

"The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall

consider factors including, but not limited to, the extent to which the proposed amendment.”

1. Is consistent with the purposes and organization of the LDRs;

The purpose of the LDRs is to implement the Jackson/Teton County Comprehensive Plan and promote the health, safety, and general welfare of the present and future inhabitants of the community. The Hitching Post Lodge property is located in Comprehensive Plan Subarea 3.2– Core Residential. The description of this vision for this subarea states:

“This residential, TRANSITIONAL Subarea is currently made up of a variety of single family and multifamily residential types, with some existing larger residential developments and non-conforming commercial uses. Redevelopment, revitalization and reinvestment are highly desired in this subarea. Due to its central location in the core of Town near employment and Complete Neighborhood amenities, the future character of this subarea will include some increased density and larger buildings than in East Jackson.”

As the purpose of this zoning map amendment application is to redevelop the subject property to achieve increased density and allow for larger buildings, the application is consistent with the purpose of the Comprehensive Plan and therefore the LDRs.

2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;

The desired future character of the Core Residential areas of the Comprehensive plan is to provide for higher density multifamily structures. This vision states:

“multifamily residential uses will be encouraged in order to replace existing commercial uses and to blend the borders of the Town Commercial Core (District 2) with the Town Residential Core (District 3). Multifamily structures will be predominantly found on larger residential lots and along mixed use corridors. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. The density and intensity found in areas containing multifamily structures may be greater than what is generally allowable in other areas.”

Because the purpose of this rezone application is to achieve this desired character and to replace an existing commercial use, the application improves implementation of the desired future character as defined in the Comprehensive Plan.

3. Is necessary to address changing conditions or a public necessity; and

The lack of housing to serve the local workforce is recognized as one of the primary challenges for the community and this has consistently been considered one of the primary changing conditions in the community that is necessary to address. Providing workforce housing for local workforce, particularly for employees that provide for the health care needs of the community is considered a primary public necessity. This is supported in the Comprehensive Plan. Section 5 – Local Workforce Housing of the Comprehensive Plan states, in part:

“Retaining a resident workforce supports all of the community’s Common Values. It protects the ecosystem from the impacts of long commutes by responsibly locating housing and jobs in our Complete Neighborhoods, and a resident workforce is more likely to invest socially, civically, and economically in the community in which they live.”

In addition, Comprehensive Plan Policy 5.1.c states:

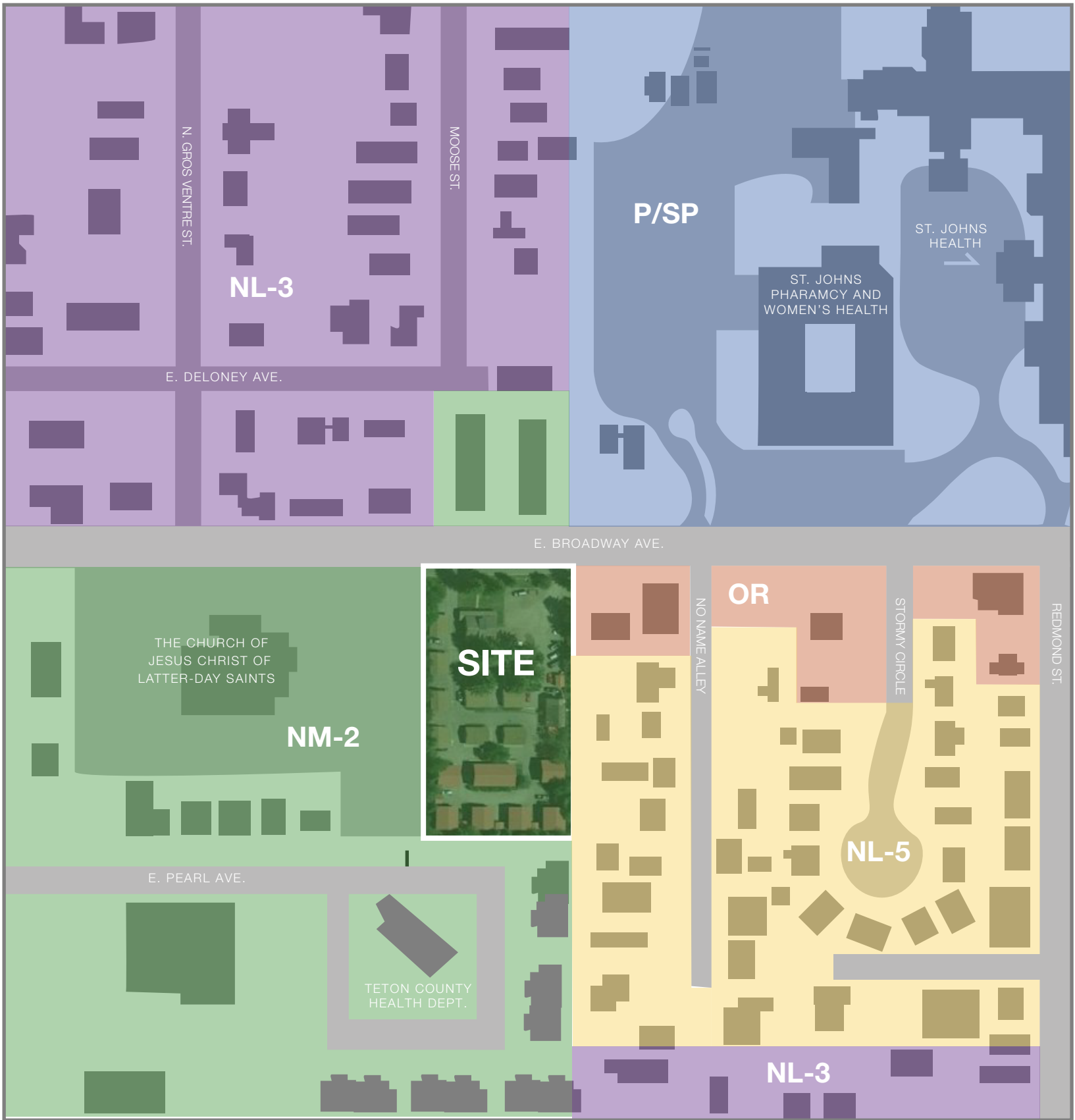
Prioritize housing for critical service providers. While the community values all members of the workforce, critical service providers will receive priority when the public is subsidizing housing. Ideally, housing for critical service providers would be located on-site or within the employee’s response area. Especially for volunteer service providers, living a significant distance from one’s response area increases response time and reduces the efficiency of service delivery.

The goal of changing the zoning map amendment for the Hitching Post Lodge is to address the ongoing changing condition that local workforce housing is being reduced and to achieve the policy to house critical service providers with stable housing close to their place of employment.

4. Is consistent with the other adopted Town Ordinances.

The applicant is not aware of any adopted County resolutions that would be inconsistent with the application to amend the zoning map from NM-2 to P/SP for the subject property.

Exhibit A
Hitching Post Property Vicinity and Zoning Map



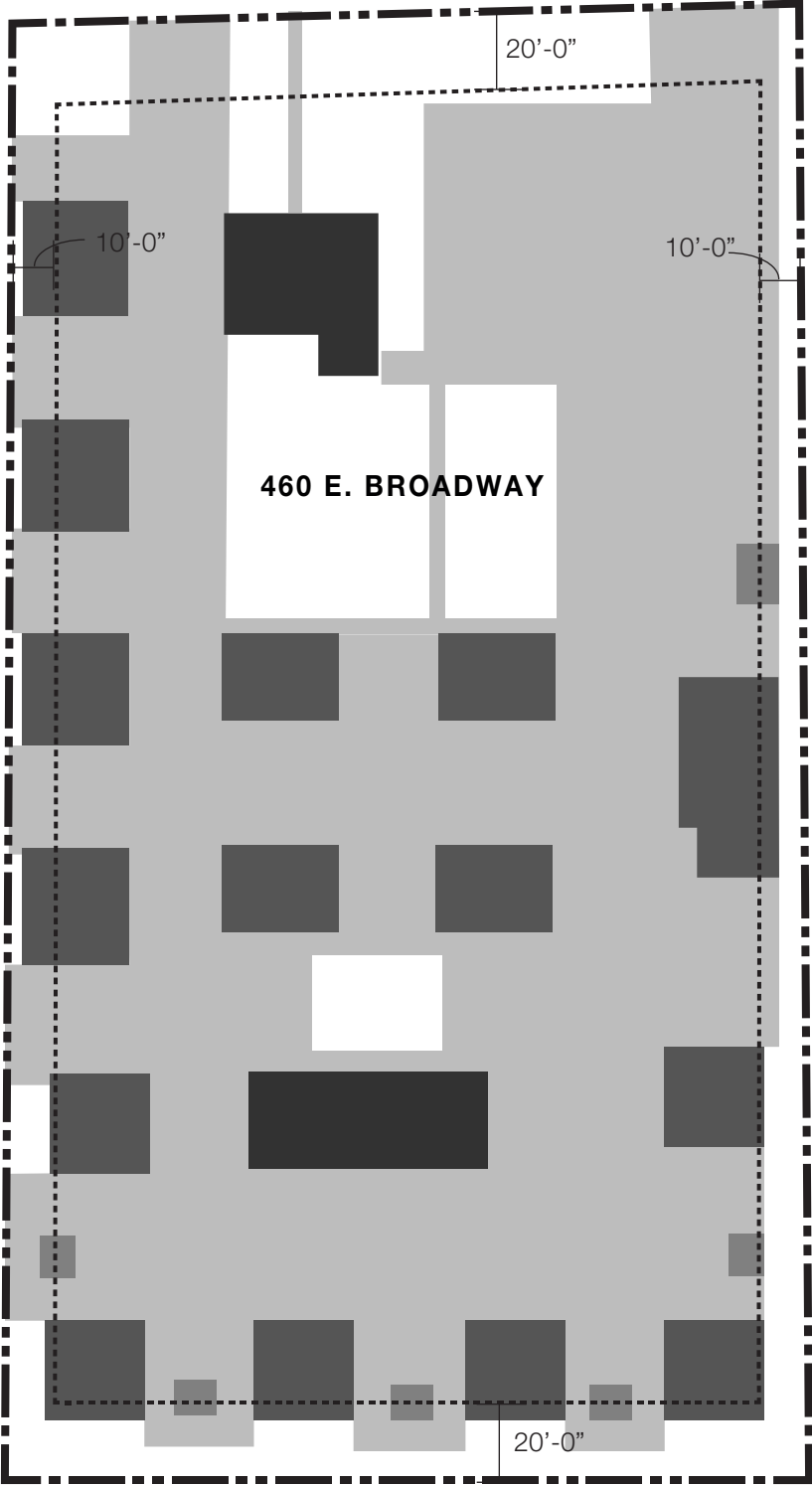
Address: 460 East Broadway
PIDN: 22-41-16-34-2-00-001

Existing Zoning:
Neighborhood Medium Density -2, NM-2

Proposed Zoning:
Public/Semi Public, P/SP



Exhibit B
Existing Conditions

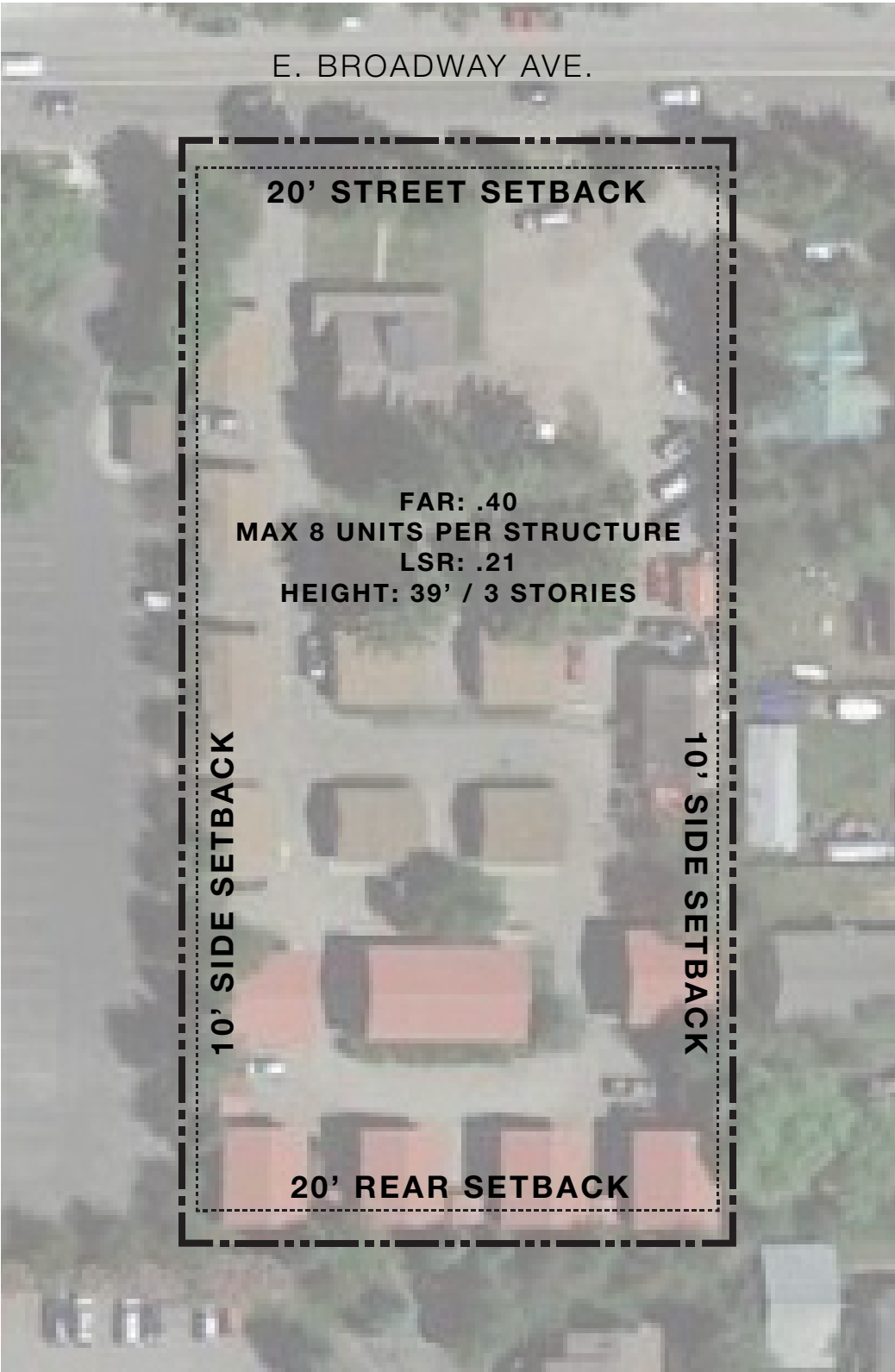


KEY	
	property line
	NM-2 setback line
	hardscape
	shed
	cabin
	existing/public building



Exhibit C
NM-2 and P/SP Commitments Zoning Diagrams

NM-2 (existing)



P/SP (with SJH commitments)

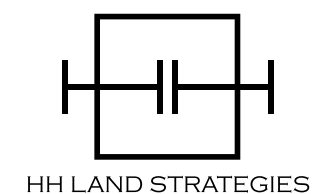
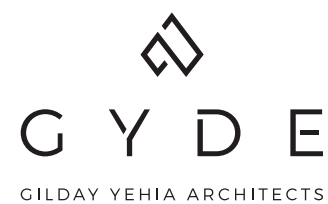


Exhibit D
Neighborhood Meeting Documentation

PRESENTATION
TIMES:
5:10 PM
6:00 PM

HITCHING POST ZONE CHANGE PROPOSAL NEIGHBORHOOD MEETING

JANUARY 27, 2022
5PM - 7PM



AGENDA

1. Introduction - 5:00pm
2. Presentation - 5:10pm
3. Comments and Response
4. Wrap Up and Next Steps
5. Presentation - 6:00pm
6. Comments and Response
7. Wrap Up and Next Steps

Presentation Facilitator: Hal Hutchinson
Email: hal@hhlandstrategies.com
Phone: 307-699-0265

SJH Representatives:
Dave Robertson, Administration
Cynthia Hogan, Trustee
Thom Kinney, Human Resources
Karen Connelly, Communications
Sean Ryan, Facilities
Sandra Murphy, Lodging
Ashley Eppler, RN

GYDE Architects:
Peggy Gilday, Principal
John Stennis, Project Manager

PRESENTATION
TIMES:
5:10 PM
6:00 PM

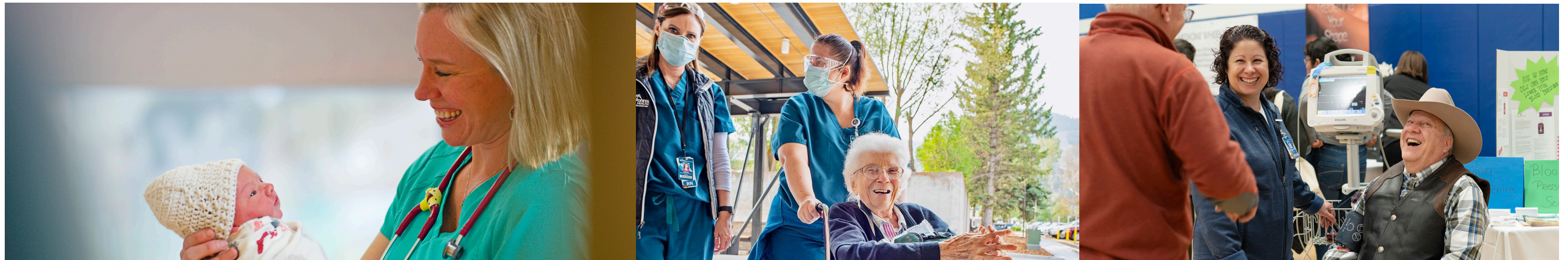
MEETING GROUND RULES AND GUIDELINES

1. Please mute your speaker during the presentation until you are called upon during the comment and response period. Please raise your hand to be recognized during the comment and response period.
2. Please use the chat tool to enter all project related comments during the presentation.
3. Comments submitted to the chat tool will be addressed at the end of the presentation by the facilitator.
4. If you do not wish to submit comments during the presentation, you may email your project specific comments to Hal at hal@hhlandstrategies.com. We request that your comments be submitted before February 10, 2022.

PROJECT GOALS

PRESENTATION
TIMES:
5:10 PM
6:00 PM

1. Provide housing in close proximity to the hospital to ensure quick medical response on a 24/7/365 basis.
2. Optimize the use of limited resources to address a critical need.
3. Reduce SJH workforce transportation and parking needs.
4. Promote connection to the community by housing staff in Teton County.
5. Design a project that is friendly to neighborhood and community interests (e.g., setbacks, parking efficiency, site plan, ADA compliance, noise).



VICINITY MAP AND ZONING

PRESENTATION
TIMES:
5:10 PM
6:00 PM



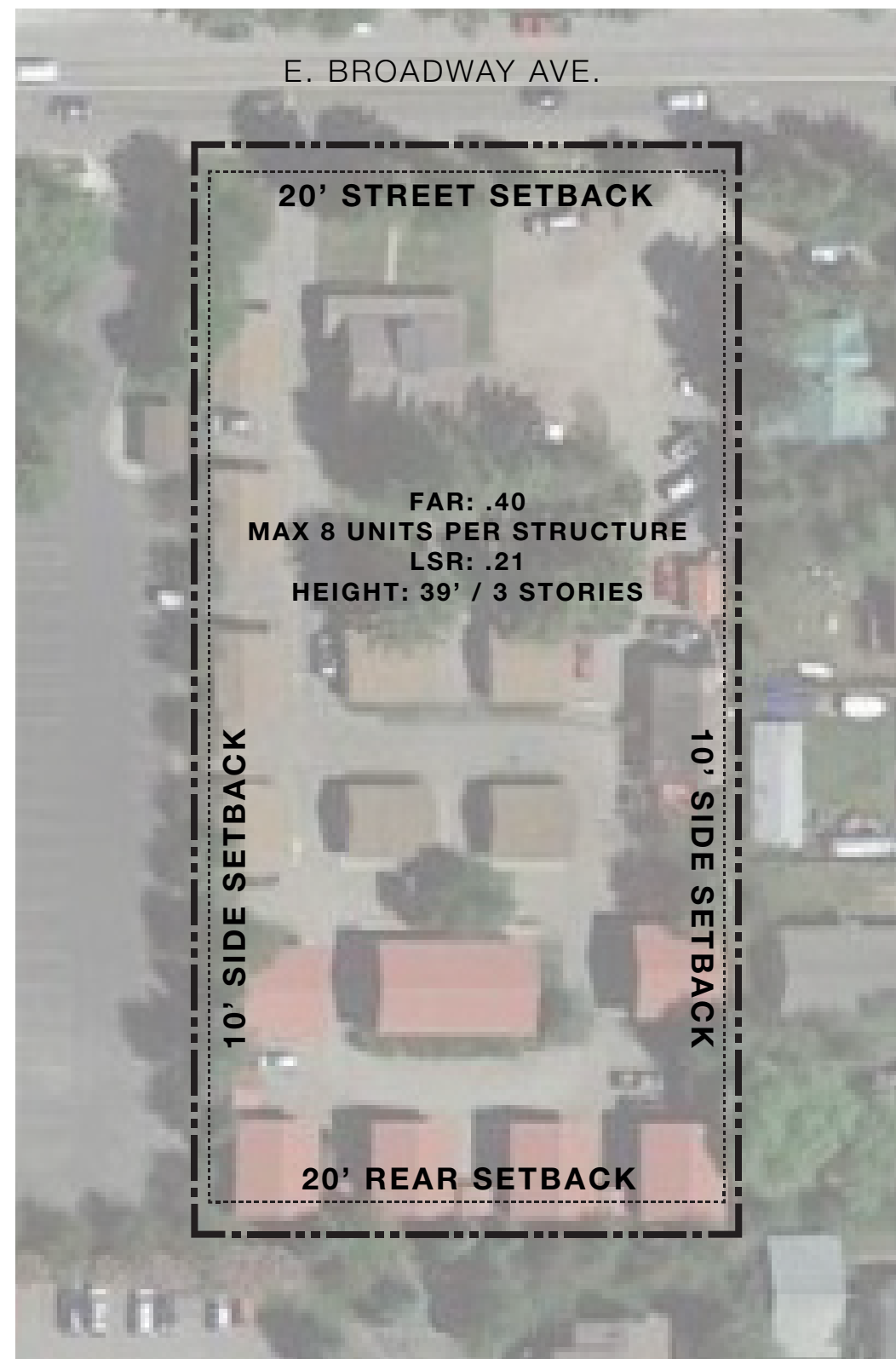
Address: 460 East Broadway
PIDN: 22-41-16-34-2-00-001

Existing Zoning:
Neighborhood Medium Density -2, NM-2

Proposed Zoning:
Public/Semi Public, P/SP

ZONING DIAGRAMS

NM-2 (existing)



P/SP (with SJH commitments)



PRESENTATION
TIMES:
5:10 PM
6:00 PM



ZONING COMPARISONS

✓ SJH COMMITS TO HONOR NM-2 ZONING

PRESENTATION
TIMES:
5:10 PM
6:00 PM

STANDARDS	NM-2 (existing zoning)	P/SP (with SJH commitments)
BUILDING SETBACKS	PRIMARY STREET - 20' SIDE - 10'	✓
SITE DEVELOPMENT SETBACKS	PRIMARY STREET - 20' SIDE/INTERIOR REAR - 5'	✓
LANDSCAPING	LANDSCAPING RATIO = .21	✓
PARKING SETBACKS	PRIMARY STREET - 20' SIDE - 1' REAR - 5'	✓
BUILDING HEIGHT	39', 3 STORIES	✓
SCALE OF DEVELOPMENT	FLOOR AREA RATIO = .40	GREATER FLEXIBILITY ALLOWED IN P/SP
NUMBER OF UNITS PER BUILDING	MAXIMUM OF 8 UNITS PER STRUCTURE	
ALLOWED USES	APARTMENT	✓
PARKING REQUIRED	1/UNIT IF < 2 BEDROOMS AND 500 SF. OTHERWISE, 1.5/DU	GOAL OF 1 UNDERGROUND PARKING SPACE PER UNIT MINIMUM, AND SHARED PARKING AGREEMENT POSSIBLE

KEY DEFINITIONS

PLEASE SEE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS FOR FULL LIST OF DEFINITIONS AND ZONING REVIEW

PRESENTATION
TIMES:
5:10 PM
6:00 PM

BUILDING SETBACKS

The term ‘setback’ usually refers to the distance a house or structure must be from the property line.

FLOOR AREA RATIO (FAR)

The Floor Area Ratio (FAR) is a calculation that determines the total sq ft than can be developed on a property in proportion to the lot size. This excludes the basement level.

LANDSCAPING

The purpose of landscaping standards is to assist in maintaining the character of the zones by requiring a minimum amount of planting, buffering and screening around and within physical development. The total amount of open space, planting, and other amenities is calculated by using the Landscaping Surface Ratio (LSR).

SITE DEVELOPMENT SETBACK

The distance all site development, excluding driveways, sidewalks, or parking, must be from the property line.

COMMENTS?

If you do not wish to submit comments during the presentation, you may email your project specific comments to Hal at hal@hhlandstrategies.com. We request that your comments be submitted before February 10, 2022.

Neighborhood Meeting
January 27, 2022 from 5:00 PM to 7:00 PM

Dear Property Owner or Resident:

This letter is being sent to you to let you know about a proposal for a zone change for the **Hitching Post Lodge Property**, and to invite you to a neighborhood information meeting where you can learn about the proposed zone change and ask questions of the applicant.

The Teton County Hospital District and St. Johns Health, as owner of the Hitching Post Lodge Property, plans to apply for a Zoning Map Amendment for the property, located at 460 E Broadway Avenue. The property is currently zoned Neighborhood Medium Density 2 (NM-2) and is 1.65 acres in size. The property presently contains the Hitching Post Lodge that currently contains housing and short-term rental uses.

The proposed project would change the zoning designation of the property from NM-2 to Public/Semi Public (P/SP). The purpose of this zone change is to provide St. Johns Health with needed flexibility to design and construct employee housing that serves their employee recruitment and retention needs so they can continue to provide high quality health care to the community.

We welcome and encourage your participation, as your input is an important part of the application review process. Please join us for a neighborhood meeting to discuss the proposal on January 27, 2022, from 5:00 PM to 7:00 PM. Due to St. Johns Health policies and concerns over transmission of the Covid 19 virus, the meeting will be hosted using Zoom. You can log onto the Zoom meeting at the following address: <https://zoom.us/j/93594504840?pwd=NTZKTlQ1SWNvNHNJOVVRVVHFnanN5dz09>

The meeting is an opportunity for you to provide input on the project and to have your questions answered directly by the applicant. Planning Department Staff may attend to provide advice about the applicable provisions of the Land Development Regulations, but staff will not facilitate or become involved in discussions about the advantages or disadvantages of the proposal.

If you are unable to attend the meeting, but would like to provide input or ask questions, please contact Hal Hutchinson at 307-699-0265 or hal@hhlandstrategies.com. We look forward to seeing you at the meeting.

Sincerely,



Hal Hutchinson, Land Planning Consultant

MEETING TIME AND LOCATION

January 27, 2022
5:00 PM – 7:00 PM
Viz Zoom at:
935 9450 4840
Password:
SJH428!@

PROPOSAL NAME AND LOCATION

Hitching Post Lodge
Property Zoning Map
Amendment
460 E Broadway Avenue

ZONING INFORMATION

1.65 Acres
Neighborhood Medium
Density 2

PROPOSAL DESCRIPTION

Zoning Map Amendment to
change zoning from NM2 to
P/SP.

HELPFUL RESOURCES

See Attached "Helpful
Resources List"

Vicinity Map

Location: 460 E Broadway Avenue
Legal
Description: Map T-74A
PIDN: 22-41-16-34-2-00-001
Zoning: NM-2
Overlay: None



Helpful Resources List:

Jackson/Teton County Comprehensive Plan

<https://jacksontetonplan.com/270/Comprehensive-Plan>

Town of Jackson Land Development Regulations

<http://www.jacksontetonplan.com/DocumentCenter/View/1636/Town-of-Jackson-Land-Development-Regulations-effective-February-1-2021?bidId=>

Town of Jackson Administrative Manual

<http://jacksontetonplan.com/DocumentCenter/View/430/Jackson-Teton-County-Administrative-Manual-PDF?bidId=>

Town of Jackson
Project Plan Review History
PLANNING

Project Number	P22-053	Applied	3/9/2022	AL
Project Name	ZMA - 460 E Broadway - Hitching Post	Approved		
Type	ZONING MAP AMENDMENT	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	HH Land Strategies	Owner	TETON COUNTY HOSPITAL DISTRICT
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Site Address	City	State	Zip
460 E BROADWAY AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411634200001	

Type of Review	Status	Dates			Remarks
Contact		Sent	Due	Received	
Notes					
Building	APPROVED	3/9/2022	3/30/2022	3/14/2022	
Kelly Sluder					

Fire	NO COMMENT	3/9/2022	3/30/2022	3/14/2022	
Kathy Clay					

Joint Housing Dept	APPROVED W/CONDITI	3/9/2022	3/30/2022	4/4/2022	See Notes
Kristi Malone					

Type of Review	Status	Dates		Remarks
		Sent	Due	
Contact				
Notes				
The applicant is requesting a Zoning Map Amendment to rezone the approximately 1.65 acres at 460 E Broadway Avenue from Neighborhood Medium Density 2 to Public/Semi-Public. The subject site is currently developed with housing for both patients and employees of St. John's Health. This request for a rezone is to facilitate redevelopment of the site to enhance housing options for St. John's Health, particularly to house employees. Jackson/Teton County Affordable Housing Department (Housing Dept.) provides the following review and comments on this application. This department commends St. John's Health for their leadership in investing in strategies for proactive and collective solutions to provide community workforce housing. Housing Staff offer assistance and collaboration to St. John's Health as this project progresses. HOUSING MITIGATION PLAN: Since this rezone request serves to facilitate future development, a Housing Mitigation Plan was not provided at this time but is required for sufficiency in future development applications. If the rezone to P/SP is approved, employee generating development in the Public/Semi-public zone is exempt from the standards of LDR Division 6.3 Affordable Workforce Housing Standards (LDR Sec. 6.3.2.C.13). The only allowed residential uses in the P/SP zone are Dormitories, Group Homes, or Accessory Residential Units (ARUs). Application materials indicate that Accessory Residential Units are the main objective for this project. Since LDR Section 6.1.1.B limits ARUs accessory to non-residential uses to occupants "employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations," current policy is to record Workforce Rental deed restrictions (current template attached) on the units. Housing staff would like to meet with the applicant team to evaluate the compatibility of the Workforce Rental restriction terms with St. John's needs as a large-scale employer. LIVABILITY STANDARDS: The Housing Department Rules and Regulations outline design and amenity standards to ensure production of quality housing. Restricted units are required to meet these criteria. Housing Staff recommend that the applicant review these standards before design of the ARUs and building/site design begins. If any units are required to be restricted via the terms of the Housing Department Rules and Regulations, the following process will apply to physical development: The following shall occur prior to submittal for Building Permit: 1. The Livability Standards Questionnaire shall be completed and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram. 2. A letter from the Housing Department will be issued to the applicant stating whether the unit(s) are approved or whether there are required changes. 3. A Livability Standards Approval Letter is required to be submitted to the Planning Department along with submittal for Building Permit. The following shall occur prior to issuance of Certificate of Occupancy: 1. The applicant or applicant's agent(s) shall attend a Compliance Conference with the Housing Department. 2. The Housing Department shall inspect the unit. 3. A restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the units/property. The applicant will be responsible for payment of recording fees. Thank you for the opportunity to review this application. Please contact me with any questions.				
Legal		3/9/2022	3/30/2022	
Lea Colasuonno				
Parks and Rec		3/9/2022	3/30/2022	
Steve Ashworth				

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Pathways Brian Schilling (3/17/2022 3:34 PM AL)	APPROVED W/CONDITI	3/9/2022	3/30/2022	3/17/2022	See comments.
The only comment I have on P22-053 is for the north end of the property. When you look at the aerial photos, you can see the property to the east has a sidewalk that ends at the Hitching Post property line (See attached Google Earth). It would be an improvement as far as accessibility to have that sidewalk go across the hitching post property, and end at the crosswalk at No Name Rd. I'm wondering if relief from the 20' setback would allow enough space for something like that.					
Thanks, Rachel					
Rachel Rudd/Park Planner Teton County/Jackson Parks & Recreation 155 E Gill Ave PO Box 811 Jackson, WY 83001					
Planning Paul Anthony		3/9/2022	3/30/2022		
Police Michelle Weber	NO COMMENT	3/9/2022	3/30/2022	3/9/2022	No concerns
Public Works Scott Mohror	APPROVED	3/9/2022	3/30/2022	3/15/2022	Comments for future Developmen

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(3/15/2022 3:58 PM SM)					
Zone Map Amendment – Approved with Comments					
P22-053 Zone NM-2 to Zone P/SP					
ADDRESS: 460 E Broadway Avenue					
OWNER: Teton County Hospital District					
APPLICANT: HH Land Strategies, LLC (Hal Hutchinson)					
03/15/2022					
Scott Mohror, (307) 733-3079					
DATE OF SUBMITTAL: 03/09/2022					
DATE OF MATERIALS: 03/07/2022					
REVISION NO.: 00					
The engineering division has reviewed your application for a ZONING MAP AMENDMENT submitted on and with application materials as dated above.					
*Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.					
ENGINEER REVIEW COMMENTS:					
1. A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.					
2. A construction-staging narrative shall be submitted for review and approval with the Development Plan application.					
3. Plans provided shall show all work to be completed within the Town's right-of-way.					
4. Show all encroachments into the Town's right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.					
5. A Plan Level Grading Permit will be required in accordance with Section 5.7.1 of the Town LDR's.					
6. Provide information on how the application will comply with this section, including the Geotechnical Report.					
7. For reference, a Wyoming DEQ Small Construction General Permit (SCGP) covers stormwater discharges from construction activities that disturb at least one acre but less than five acres.					
8. Proposed grading shall be in accordance with Section 5.7.2 Grading Standards of the Town's LDR's.					
9. Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks.					
10. Provide easements for any grading proposed on adjacent properties.					
11. Proposed site development shall be in accordance with Section 5.7.3 of the Town's LDR's.					
12. Provide an erosion control plan that shows compliance with this section.					
13. Provide stormwater calculations and proposed storage plan in accordance with Section 5.7.4 of the Town's LDR's.					
14. Provide plans and specifications for roads, streets, alleys, sidewalks, and pathways including streetlight, signage, and markings.					
15. Provide a sanitary sewer wastewater plan.					
16. Provide a water supply plan.					
17. Provide a storm drainage plan, basins, calculations, treatment method. Stormwater discharged to a public storm sewer or right of way requires treatment. Wyoming DEQ 5D2 permits are required for subsurface discharges.					
18. Provide an irrigation plan or statement.					
19. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas.					
20. Provide a plan for permanent reference monuments, property corners, etc.					
21. Permits are required prior to construction of development improvements.					
22. All improvement shall be designed by a professional engineer licensed to do such work in the State of Wyoming.					
23. The Town Council may require installation and construction of utilities, pavement and other land improvements in excess of subdivision design needs, to assure adequate service to future development areas.					
24. Provide a plan showing the point of access in accordance with Section 7.6.2 of the Town's LDR's for nonresidential uses.					
25. Provide a potable water supply analysis indicating the required domestic and fire flow demands in accordance with Section 7.7.2 of the Town's LDR's.					
26. Identify impacts to or upgrade requirements for the existing distribution system utilizing adequate water system modeling software.					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
27. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection.					
28. Provide information on planned metering and backflow prevention locations.					
29. State whether the water system will be privately or publicly owned.					
30. Water services over 2-inch in diameter require engineering design.					
31. Provide a sanitary sewer analysis in accordance with Section 7.7.3 of the Town's LDR's.					
32. Identify downstream impacts utilizing adequate sanitary sewer modeling software on existing sewers, lift stations, and treatment facilities.					
33. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion.					
34. State whether the sewer system will be privately or publicly owned.					
35. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas in accordance with Section 7.7.5 of the Town's LDR's.					
36. All utilities shall be installed underground. Provide right-of-way or easements as required.					
37. Show that private utilities can be located on private properties, e.g., transformers.					
START		3/9/2022	3/30/2022		
Darren Brugmann					

STAFF REPORT



Meeting Date:	June 6, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Valentine
Agenda Item:	SUBJECT: ITEM P22-015: Request for a Land Development Regulation (LDR) Text Amendment to the exterior lighting standards for private development lighting, signage lighting, and public right-of-way lighting.	Public Comment:	Yes

Note – Due to scheduling, the Planning Commission (PC) has not yet reviewed this item. The PC is scheduled to review this item on June 1, 2022, and the final Town Council report will be in completed by June 2, 2022.

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and recommendation by the Planning Commission according to LDR Section 8.7.1. The Town Council makes the final decision on all LDR Text Amendments.

Requested Action.

The applicant, Wyoming Stargazing, is proposing an LDR Text Amendment to the Town of Jackson's exterior lighting standards relating to private development lighting, signage lighting, and publicly owned lighting (i.e., public right-of-way (ROW) lighting and lighting on publicly owned buildings). Below are the LDR Sections that require text amendments:

1. Division 1.9 Nonconformities
2. Division 2.2 Complete Neighborhood Character Zones
3. Division 2.3 Complete Neighborhood Legacy Zones
4. Division 3.3 Rural Area Legacy Zones
5. Division 4.2 Civic Zones
6. Section 5.3.1 Exterior Lighting Standards
7. Section 5.6.1 Town Sign Standards
8. Division 9.5 Defined Terms

Recommendation.

The Community Development Director recommends **approval** of LDR Text Amendment P22-015 as modified by staff.

Background.

The applicant (Samuel Singer), on behalf of Wyoming Stargazing, first brought the issue of light pollution to the attention of Town Council and the Board of County Commissioners at the July 2015 Joint Information Meeting (JIM). Wyoming Stargazing proposed the amendment to reduce light pollution in the Jackson/Teton County community and to improve the nighttime natural environment. Wyoming Stargazing is a nonprofit, educational organization that facilitates public and private stargazing programs throughout the community. The organization is running a 'Save Our Night Skies' campaign to reduce light pollution in the community.

After receiving positive feedback at the July 2015 JIM meeting, the applicant pursued an LDR Text Amendment, which was submitted in January 2016. Later on August 1, 2016, the Town and County both approved an LDR Text Amendment (P16-051) to their jurisdiction's exterior lighting standards.

It is important to note that the text amendment did not apply to signage lighting or publicly owned lighting (i.e., lighting in the public ROW or lighting on publicly owned buildings). At that time staff and the applicant agreed to divide the

amendment into two parts – Part 1 being an amendment that addresses exterior lighting on private property, and Part 2 being a separate amendment that addresses signage lighting and publicly owned lighting to be considered at a later date. The intention behind separating the amendment into two parts was to allow time for staff to more carefully consider, at a later date, the safety implications associated with exterior lighting standards in the public ROW.

The main changes that occurred with the Part 1 amendment (P16-051) can be summarized below:

- Changed the measurement of light from footcandle to lumens because lumens are easier to measure.
- Set maximum illumination standards per site based on the site development.
- Set maximum light color standards (measured in Kelvin) which reduce nighttime glare.
- Introduced adaptive controls to save energy and extinguish lights when not needed.
- Set new standards for lighting associated with outdoor recreation, special events, and complex uses (i.e., ball fields, stadiums, etc.).

Proposed Text Amendment

The applicant, Wyoming Stargazing, is proposing an LDR text amendment (Part 2) geared at further modernizing and enhancing the Town’s current exterior lighting regulations for not only lighting on private property, but for signage lighting and publicly owned lighting. In total, there are over 50 proposed changes to the LDRs which are summarized below under the **Staff Analysis** section. The intention of this amendment is to further protect dark skies by addressing areas of lighting that remain less regulated (i.e., signage lighting and publicly owned lighting) and potentially make the Town of Jackson eligible for accreditation as an International Dark Sky Community (IDSC) by the International Dark-Sky Association (IDA). There are currently 35 cities worldwide that are certified as an IDSC, 24 of which are located within the United States. The IDSC certification does not qualify the Town for any known funding or grants by state or federal governments but would serve as a testament to Jackson’s efforts to protect dark nights. Stargazing is a small but growing niche in the travel industry and certain stargazing and astronomy enthusiasts are making conscious choices to travel to communities that are IDSC certified to enjoy the benefits of dark skies. The applicant has submitted this same text amendment with Teton County which is being reviewed separately.

Staff Analysis

Below is a summary analysis of the proposed changes that shows current regulations (if any), proposed changes, the applicant’s justification, and staff’s recommendation. Please refer to the applicant’s submittal for the specific language as the summary below is mostly intended to simplify the proposed changes. Certain proposed changes (20 in total) are required for IDA eligibility and those are identified as ***Requirement for IDA eligibility** under the “**Applicant’s Justification**” column.

Proposed Changes to Exempt Lighting (Sec 5.3.1.A.1)

#	Current	Proposed	Applicant’s Justification
1	Section 5.3.1.A.1.a - Lighting in the public ROW is currently exempt.	Lighting in the public ROW, and lighting on publicly owned buildings, are no longer exempt. A new section is created for requirements specific to publicly owned lighting.	Sets up a process for when public lighting is necessary and ensures that publicly owned lighting meets dark sky standards. *Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> the idea of no longer exempting publicly owned lighting. However, it is confusing to the reader to list public lighting as exempt but then reference a separate section that implies public lighting is not in fact exempt.			

	Staff recommends simply removing “lighting in the public ROW, and lighting on publicly owned buildings” from the applicability section.		
2	Section 5.3.1.A.1.c - Flagpole lighting is currently exempt provided the lighting is shielded and directed downward from the top of the flagpole.	Keep current language but add a maximum lumen provision (e.g., lighting cannot exceed 75 lumens per linear foot of pole height or cannot exceed 100 lumens per sf of flag surface when unfolded).	Prevents the over-lighting of flagpoles.
Staff Recommendation: Staff <u>supports</u> this change and finds that a lumen maximum will complement the Town’s current standard to prevent the over-lighting of flagpoles. With that being said, most flagpoles in Town are up-lit rather than down-lit which is either an oversight by the Town, or the lights were installed without approval. Moving forward, staff is comfortable with allowing up-lighting for flagpoles provided that the lights comply with the standards for unshielded lights which already allow a limited amount of unshielded lighting in all zones for lights that are less than 600 lumens. Staff recommends the following modified language: <i>“Flagpole lighting that is shielded and directed downward from the top of the flagpole, and that does not exceed 75 lumens per linear foot of pole height above grade or does not exceed 100 lumens per sf of flag surface when unfolded, whichever is less. Unshielded lights are permitted provided each luminaire is less than 600 lumens and complies with the maximum lumens per site for unshielded lights.”</i>			
3	Section 5.3.1.A.1.e - Lighting for emergency response is currently exempt.	Add language that emergency response lighting can remain exempt so long as emergency conditions continue to exist as deemed appropriate by qualified personnel.	Clarifies that the emergency lighting is related to qualified personnel such as Fire/EMS, Police, Search and Rescue, etc., and not the general public
Staff Recommendation: Staff <u>supports</u> this change provided that it is merged with #6 below which is a similar exemption for the general public. Two separate sections on “emergency lighting” are not necessary. Staff recommends the following modified language: <i>“Temporary lighting used by qualified personnel or the general public during emergency conditions to save life, limb or property from imminent peril”</i>			
4	Section 5.3.1.A.1.h - Lighting for repairs of roads, utilities, and similar infrastructure is currently exempt.	Add language that such lighting shall not be positioned to result in glare directed toward a road or highway.	Seeks to avoid a public safety issue involving excessive glare on vehicular drivers.
Staff Recommendation: Staff <u>supports</u> this change with modified language. WYDOT would be exempt from following this standard. Based on comments from Town Engineering, it would be difficult to achieve this requirement as written even though the Town makes every effort to avoid glare onto roads and highways during necessary road work. Staff recommends the following modified language: <i>“Lighting employed during repairs of roads, utilities, and similar infrastructure, including unshielded lighting, provided that efforts are made to avoid glare on drivers on any roadway or highway.”</i>			
5	No exemptions exist for lighting employed by higher levels of government than the Town.	Section 5.3.1.A.1.i - Adds an exemption for lighting required by a government higher than the Town.	Creates an exemption for lighting required by higher levels of government.
Staff Recommendation: Staff <u>supports</u> this change with modified language that states: <i>“Any form of lighting mandated or otherwise governed by a legal jurisdiction beyond the authority of the Town.”</i>			

6	No exemption exists for the general public in the event lighting is needed to save life, limb, or private property.	Section 5.3.1.A.1.j - Adds an exemption for temporary lighting to save life, limb, or property from imminent peril for the general public. Different from the exemption above for qualified personnel.	An exemption already exists for qualified personnel. This exemption is for the same purpose but serves the general public.
	Staff Recommendation: Staff <u>supports</u> this language provided that it is merged with #3 above which is a similar exemption for qualified personnel. Two separate sections on “emergency lighting” are not necessary. Staff recommends the following modified language: <i>“Temporary lighting used by qualified personnel or the general public during emergency conditions to save life, limb or property from imminent peril”</i>		
7	No exemption exists for temporary lighting.	Section 5.3.1.A.1.k - Adds an exemption for temporary lighting approved through a new temporary lighting permit process. The suggested temporary lighting process is explained further below.	Establishes a temporary lighting permit process for situations or events not covered by these LDRs.
	Staff Recommendation: Staff <u>does not support</u> creating a temporary lighting permit process. Nearly all temporary lighting is associated with a special event on public property or a construction site (private or public), both of which are already covered in Section 5.3.1.D. Staff is supportive, however, of working with the appropriate departments to make changes/updates to the Special Event Permit and Construction Management Plans to ensure temporary lighting complies with the LDRs and does not become a public nuisance.		
8	No exemption exists for lighting required by the Building Code.	Section 5.3.1.A.1.l - Adds an exemption for lighting required by the Building Code.	The Building Code often supersedes the LDRs and an exemption should be provided for any required lighting.
	Staff Recommendation: Staff <u>supports</u> this change. An exemption should exist for lighting required by the Building Code.		
9	No exemption exists for lighting deemed necessary by the Planning Director.	Section 5.3.1.A.1.m - Adds a catch-all exemption allowing the Planning Director to approve lighting that preserves public safety or prohibit lighting that may constitute a public hazard.	Gives authority to the Planning Director to approve or deny certain lighting related to public safety or nuisances.
	Staff Recommendation: Staff <u>supports</u> this change. This can be used in scenarios where existing nonconforming lighting is clearly a public nuisance or hazard and would expand the Town’s current triggers for compliance with certain nonconforming lights.		

Proposed Amortization (Sec 5.3.1.A.2)

#	Current	Proposed	Applicant’s Justification
10	Nonconforming light fixtures and bulbs can remain so long as the fixtures or bulbs are not willfully removed and replaced. If removed and replaced, they must comply with the current regulations.	Section 5.3.1.A.2 - Approve an amortization on nonconforming lighting that requires all private and publicly owned lighting to comply with these regulations within 10 years of adoption.	Besides this being an effective method for compliance, the main reason for this change is due to the IDA eligibility requirement. *Requirement for IDA eligibility.

Staff Recommendation: Both Planning and Engineering **do not support** adopting an amortization on legal nonconforming lighting. Although effective, amortization is a stringent approach to obtaining compliance on legal nonconformities as it sets a community-wide deadline for compliance, in this case, 10 years. Unless the Council desires IDA certification, staff finds that there are other effective methods to obtain compliant lighting outside of amortization even though those methods do not gain compliance as quickly as amortization. For purposes of this discussion, “legal nonconforming” is synonymous with “nonconforming”.

The Town of Jackson currently does not address any nonconformity (physical development, use, lighting, signage, etc.) through amortization. Compliance with nonconforming lighting is “reactive” and triggered when light fixtures are willfully removed and replaced or upon expansion of 20% or more of the existing floor area or use. This “reactive” approach gains compliance slowly over time through expansion of physical development, redevelopment (scrape and rebuild), reinvestment/upgrade in a property or building, and occasionally a change in use. Although with the recent increase in development, the Town is witnessing a faster rate of compliance through redevelopment, expansion, and reinvestment.

The Town’s current “reactive” approach to nonconformities has compliance in mind but isn’t overly forceful or heavy-handed. This approach is also mindful of staff capacity in that it does not require a large amount of staff time compared to the “active” enforcement approach of amortization which is more time-consuming and would likely require large amounts of staff time. In lieu of these factors, staff recommends keeping our current approach but is supportive of expanding the current compliance triggers.

As mentioned above, nonconforming lighting must come into compliance when light fixtures are willfully removed and replaced or upon expansion of 20% or more of the existing floor area or use. Staff recommends expanding these triggers by creating a new nonconforming lighting section in Division 1.9. The new section would be Section 1.9.6 – Nonconforming Lighting. The applicant has already provided suggestions on additional triggers, and those are listed below starting on Page #15 of this report. Amongst those triggers, staff is supportive of adopting the following:

- Compliance for nonconforming lighting is required upon approval for The Design Review Committee, Conditional Use Permit, or a building permit as a result of a change in use associated with the physical space.
- Compliance for nonconforming lighting is required after a structure is removed, demolished, or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or another unforeseen occurrence.
- Compliance for nonconforming lighting is required if a building or site is unoccupied or nonoperational for at least 365 days.
- Compliance for nonconforming lighting is required after the replacement of any legal non-conforming lighting fixture or equipment, not including the bulb.

If the Town Council desires to be eligible as an IDSC, staff recommends adopting the proposed amortization. The Town Attorney has indicated that the Town of Jackson can adopt amortization for nonconformities. For the private sector, this means enforcement of all nonconforming lighting on private property within 10 years of adoption. Staff does not have an estimate on the number of properties with nonconforming lighting, but the number is likely large being that there are well over 4,500 addresses in town limits. The most effective way to approach the community-wide amortization would be through public awareness and educational campaigns. Staff would likely work with Energy Conservation Works and with the applicant to ensure there is public outreach on the new standards and deadline for compliance. If approved, the enforcement would require substantial staff time (Planning and Code Enforcement) and would also require funding for the public outreach and education. Staff cannot estimate the amount of staff time or funding needed to accomplish the enforcement.

As it relates to the Town’s responsibility, Public Works would need time to conduct an inventory of all town-owned lighting, run a cost analysis for the replacement of nonconforming lights, and bring that analysis back to the Council for review and approval of funding. As proposed, the Town would need to have a compliance action plan in place within 5 years of adoption of the text amendment in order to satisfy IDA requirements. At this time staff cannot estimate the amount of staff time or funding needed to accomplish this effort.

Regardless of which direction the Town Council chooses to go, whether IDA certified or not, the proposed lighting changes will effectively be setting some of the highest standards in the nation for the protection of dark skies which lines up with the goals of the following Comprehensive Plan language: <i>Policy 1.3.d states – “The prominence of nature over the built environment should extend beyond daytime viewsheds. The lighting of individual developments cumulatively impacts the ability to see dark and starry night skies. Although lighting is required for public safety, especially along pedestrian corridors, non-essential lighting will be limited and all lighting will be designed to meet dark skies best practices. Existing development will also be encouraged to implement best practices.”</i> If the Council is undecided on whether to go “all-in” or “all-out” with amortization, the Council can “cherry-pick” which types of nonconforming lighting should be actively enforced. For example, the Council could choose to actively enforce strings of lights that are displayed outside of the permitted dates (i.e., November 1-April 15), choose to actively enforce signage lighting, or choose to enforce only publicly-owned lighting.

Proposed Changes to Lighting Standards (Sec 5.3.1.B.)

#	Current	Proposed	Applicant’s Justification
11	Section 5.3.1.B.1 - “Lumens” are referenced as the measurement for shielded light fixtures.	Change “lumens” to “initial lumens”. This would also require adding a new definition later in Division 9.5 – Defined Terms.	Initial lumens refer to the brightness of the bulb when it is new and is essentially the same as the lumens referenced on lighting cut sheets. *Requirement for IDA eligibility.
	Staff Recommendation: Staff <u>supports</u> this change. Although most lighting cut sheets label the light output in lumens, it has been interpreted by the applicant that lumens and initial lumens are generally the same.		
12	Section 5.3.1.B.1 - Current language requires that any structural part of the luminaire providing full shielding needs to be attached.	Keep current language but remove a redundant sentence pertaining to light emission above the horizontal plane of the fixture.	Removes redundant language that is already addressed in the definition of “fully shielded.”
	Staff Recommendation: Staff <u>supports</u> this change.		
13	Section 5.3.1.B.1 - Current language allows unshielded lights provided that an architectural feature, such as a roof eave, serves as the shielding element.	Keep current language but remove a reference to a diagram (Bob Crelin diagram) reflecting examples of unshielded and fully shielded lights. Applicant plans to relocate the Bob Crelin diagram, along with the definition of “fully shielded” to Division 9.5 – Defined Terms.	Moves definitions to Division 9.5 for consistency purposes.
	Staff Recommendation: Staff <u>supports</u> this change. The Bob Crelin diagram and definition of fully shielded should live in Division 9.5 - Definitions.		
14	Section 5.3.1.B.2 - Currently, maximum lumens are “per site”	Remove “per site” and replace it with “per net acre”. A definition of net acre will be added in Division 9.5 – Defined Terms.	Ensures that only the developed portions of a property are used to determine the maximum lumens. Net acre is essentially the same as site

			development, which is defined in Division 9.4.
	Staff Recommendation: Staff <u>supports</u> replacing “per site”, but not with “net acre”. Staff recommends replacing “per site” with “per acre of site development”. Since “site development” is essentially the same as “net acre”, adding a new definition is redundant.		
15	Section 5.3.1.B.2 - Current max lumens per site (shielded): • 100,000 (Commercial zones, Public zones, high-density residential zones) • 60,000 (Low-density residential zones) Current max lumens per site (unshielded): • 5,500 (Commercial zones, Public zones, high-density residential zones) • 4,000 (Low-density residential zones)	Proposed max lumens per net acre (shielded): • 50,000 (Commercial zones, Public zones, high-density residential zones) • 20,000 (Low-density residential zones) Proposed max lumens per net acre (unshielded): • 2,000 (Commercial zones, Public zones, high-density residential zones) • 1,000 (Low-density residential zones)	Lowers the allowances per acre to numbers that are more consistent with lighting expectations for a town the size of Jackson and the kinds of land uses that the LDRs envision. IDA prescribes no specific values for these numbers, but if their values are high it may raise questions from IDA during the IDSC application review process.
	Staff Recommendation: <u>Shielded fixtures</u> Staff <u>supports</u> reducing the 100k and 60k maximums provided that the method for measurement is changed from “per site” to “per acre of site development”. Currently, most development lighting plans do not come near the 100k or 60k maximums. However, larger sites such as Albertsons, Smiths, Target, etc., who have expansive parking lots are most impacted by the current 100k-maximum as it does not provide a sufficient amount of lumens to safely light the entire site. By changing the methodology to “acre of site development”, larger sites will be treated more fairly in that lighting will be based on site development versus an arbitrary 100k maximum per site. Staff finds that the proposed 50k maximum will provide a sufficient amount of lumens for commercial and high-density residential zones. As it relates to the proposed 20k reduction, staff is comfortable with this change because most of the sites in these zones are +/-7,500 sf with a maximum allowed lumens ranging from 5,000-7,000 lumens, which is well within the proposed 20k maximum. <u>Unshielded Fixtures</u> Regarding the proposed changes on “unshielded” fixtures, staff <u>supports</u> the proposed reduction in lumens to 2,000 and 1,000 since this change only affects lights that are less than 600 lumens and are not required to be fully shielded. Staff is comfortable further limiting the number of lumens for unshielded lights. Note: if either of the above changes is approved, it will require amending the zone-specific exterior lighting standards for all Town zones because each zone lists the old standards. Effectively it would require changes to the following sections: 1. Division 2.2 Complete Neighborhood Character Zones 2. Division 2.3 Complete Neighborhood Legacy Zones 3. Division 3.3 Rural Area Legacy Zones 4. Division 4.2 Civic Zones		
16	Section 5.3.1.B.4 - Currently, light trespass is not allowed to fall onto adjacent properties.	Remove existing language but state that “no luminaire shall create conditions of light trespass”. A new definition of light trespass will be added to Division 9.5 –	Seeks to keep definitions in Division 9.5. The new definition of light trespass is more elaborate.

		Defined Terms. The light trespass visual should also be moved to Division 9.5.	
	Staff Recommendation: Staff supports this change provided that language is added requiring the applicant to demonstrate that light trespass is not occurring at the time of the Building Permit submittal. This can be done through photometric maps or statements from a qualified professional. In addition, the Engineering Department has requested that lighting in the public ROW be exempt from this requirement. Town Engineering is committed to installing dark sky compliant lighting that is fully shielded and is willing to make every effort to comply with the light trespass standard. However, Engineering cannot guarantee that all lighting in the ROW will not create conditions of light trespass. Lighting in the ROW is there for one reason: safety. There are many occasions where safety is a justifiable reason to deviate or be exempt from a standard (i.e., building or fire codes) and Engineering is requesting similar flexibility with regard to this standard. Staff recommends the following language: <i>“Light Trespass. No luminaire installed within Town limits, except those installed in the public ROW, shall create conditions of light trespass. The applicant shall demonstrate that all proposed lighting does not create conditions of light trespass at the time of building permit submittal.”</i>		
17	Section 5.3.1.B.6.a.i & ii - Under lighting controls, lighting that is required by the building code, and lighting for public safety are exempt.	Remove both exemptions since these two exemptions have been moved to the general lighting exemption section (shown above under Exempt Lighting).	Building code lighting and public safety lighting have been moved to a different exemption section, thus they are not needed here.
	Staff Recommendation: Staff supports this change.		
18	Section 5.3.1.B.6.a.iv - Under lighting controls, lighting for tunnels, parking garages and garage entrances are exempt.	Remove this exemption.	Removes redundant language since this type of lighting is addressed in the Applicability section, specifically Section 5.3.1.A.1 Exempt Lighting.
	Staff Recommendation: Staff supports this change. The Building Code has requirements for lighting in tunnels, parking garages, and garage entryways, thus this exemption is already covered in the exemption Section 5.3.1.A.1.		
19	Section 5.3.1.B.7.a.i - Under the lighting reduction, motion-activated lighting is exempt.	Keep motion-activated lighting provided the lights shut off after 5 minutes of inactivity.	Sets a limit for how long lights remain on after being triggered. Ensures that after a triggering event, lights are not left on excessively long.
	Staff Recommendation: Staff supports this change.		
20	Section 5.3.1.B.7.a.ii & iii - Under lighting reduction, lighting that is required by the building code, and lighting for public safety are exempt.	Remove both exemptions since these two exemptions have been moved to the general lighting exemption section (shown above under Exempt Lighting).	Building code lighting and public safety lighting have been moved to a different exemption section, thus they are not needed here.
	Staff Recommendation: Staff supports this change.		

Proposed Section on Publicly Owned Lighting (Sec 5.3.1.B.8)

#	Current	Proposed	Applicant's Justification
21	N/A	Section 5.3.1.B.8.a - Warranting. New installations of outdoor lighting will only be installed on public properties and rights-of-way upon a determination by the Town Manager that a public safety hazard exists in the area to be lit, and that the hazard	Establishes a process for when publicly owned lighting is needed.

		can only be effectively mitigated through the use of outdoor lighting and not through some other passive means, such as reflectorized roadway paint or markers.	*Requirement for IDA eligibility.
	Staff Recommendation: Staff <u>does not support</u> the proposed warranting section. For starters, the Town has no regulatory requirements for when/where exterior lighting is required outside of Building or Fire codes relating to safety and egress. That type of lighting is typically associated with a building or physical development and not in the public ROW. In situations where the Town installs lighting in the public ROW, the process can vary. In some cases, lighting is approved through a Capital Improvement Project (CIP) which involves the neighborhood owners and Town Council. No single person is making the decision, rather the Town is working with the neighborhood and Town Council to install appropriate lighting in conjunction with a new sidewalk or pathway project. In other cases, public ROW lighting is reviewed and approved solely by Engineering not as part of a CIP, but in conjunction with a new downtown development that is required to install new pedestrian sidewalks than can include lighting. But again, there is no regulatory requirement stating which developments require lighting and which ones do not. Regardless of how public ROW lighting is approved, the Town is already determining a need for lighting in a round-about way: which is for safety reasons. In fact, there is no other reason to install lighting in the public ROW but for safety reasons. So, in one sense, we already have an informal “warranting” for public ROW lighting. With that being said, staff agrees that at a macro level, the Town needs to have a larger conversation about public ROW lighting to establish a better system and understanding of when/where public ROW lighting is appropriate. Staff agrees that the Town should not simply install public ROW lighting “just because”. Staff also agrees that certain areas in Town are less ideal than others (i.e., low-density residential areas versus downtown commercial areas). Only after the Town Council and public have weighed into the matter can a formal warranting section, or similar section, be established. Staff is only opposed to this proposed language section until more clarity can be brought to this complex issue. Another concern staff has with this proposed language is the ability for it to be used against the Town through various public or legal opinions which could hinder the Town’s ability to implement lighting in places where it is truly needed.		
22	N/A	Section 5.3.1.B.8.b - Curfew. All lighting not adaptively controlled must be fully extinguished by 11 P.M., or within one hour of the end of occupancy of the structure or area to be lit, whichever is later.	*Requirement for IDA eligibility if the adaptive controlling (below) is not approved.
	Staff Recommendation: Staff <u>does not support</u> this change. Since publicly owned lighting will no longer be exempt, our current LDRs (Section 5.3.1.B.7) already have a curfew that requires all nonresidential lights to be fully extinguished after 12 AM or be reduced by 30% after 12 AM.		
23	N/A	Section 5.3.1.B.8.c - Adaptive controlling. All new installations of outdoor lighting on public properties and rights of way must be regulated with adaptive controls such that the lighting of areas is restricted to times, places and amounts required for safe occupancy.	*Requirement for IDA eligibility if the curfew (above) is not adopted.
	Staff Recommendation: Staff <u>supports</u> this change. Including adaptive controls on all new publicly-owned lighting is in the Town’s best interest as it relates to dark skies and energy efficiency. Based on the comments from Town Engineering, adaptive controls are already being used (i.e., Rancher Street project) and can be accommodated in future installations. In the event the above 2 standards are not approved, staff recommends that this change be moved to Section 5.3.1.B.6 – Controls which already addresses controls on all nonresidential lighting.		

Proposed Section on Outdoor Sports Lighting (OSL) (Sec 5.3.1.B.9)

#	Current	Proposed	Applicant's Justification
24	N/A	Section 5.3.1.B.9.a - Purpose. Field lighting shall be provided exclusively for illumination of the surface of play and adjacent viewing stands, and not for any other application, such as lighting a parking lot.	Limits lighting to only the field of play and adjacent viewing stands. *Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> this change provided that parking lots associated with the field lighting are permitted to have lighting. Parking lots associated with outdoor sports fields should be permitted to have associated lighting for safety reasons, although they are not required to. Many of the outdoor sports fields within Town are located on school property which is a higher level of government and thus exempt from this requirement. This standard would essentially apply to the various public parks, fairgrounds, public tennis/pickleball courts, etc. Staff finds that lighting for associated parking lots should be permitted knowing that the lights would still need to comply with dark sky standards similar to any other private or public development related to shielding, pole height, lumen maximums, and adaptive controls. Staff recommends the following language: <i>"Purpose. Field lighting shall be provided exclusively for illumination of the surface of play, adjacent viewing stands, and associated parking."</i>			
25	N/a	Section 5.3.1.B.9.b - Class of play. The design and installation of lighting for outdoor sports and similar activities shall follow the illuminance and uniformity guidelines of the IES according to the appropriate class of play.	*Requirement for IDA eligibility.
Staff Recommendation: Staff <u>does not support</u> this change as written. Wyoming State Statute allows the Town to reference in our LDRs certain codes such as national fire or building codes. However, any reference to Illuminating Engineering Society (IES) would need to be done by a separate resolution stating what the standard is. Staff recommends broadening the language to say that the design and installation shall follow guidelines of leading industry standards. Also, IES standards require a purchase and staff has not reviewed their standards to ensure they can be understood and enforced. Staff recommends the following modified language: <i>"Class of play. The design and installation of lighting for outdoor sports and similar activities shall follow the illuminance and uniformity guidelines of leading industry standards according to the appropriate class of play. One example of a leading industry standard is the guidelines developed by the Illuminating Engineering Society"</i>			
26	N/a	Section 5.3.1.B.9.c - Shielding. OSL shall be exempt from the general shielding requirement of this section, although site plans must demonstrate that shielding is implemented to the greatest practical extent.	*Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> this change.			
27	N/A	Section 5.3.1.B.9.d - Illuminance levels. Illuminance levels provided by OSL systems shall be adjustable according to task, allowing for IES-recommended values during active play as well as for lower output during other times, such as when field maintenance is being actively performed.	*Requirement for IDA eligibility.
Staff Recommendation: Staff <u>does not support</u> this change as written. As mentioned above in #25, the town can only adopt language referring IES through a separate resolution and staff is not recommending doing so. In addition, Parks and Recreation states that this standard would be difficult to implement being that they design their facilities for the highest uses for safety reasons. Staff recommends modifying the language to require the consideration of adjustable lighting controls based on the user. Staff recommends the following language:			

<i>"Illuminance Levels. Illuminance levels provided by OSL systems shall consider the provision of lighting controls that are adjustable according to task, allowing for variable illumination during active play as well as for lower output during other times, such as when field maintenance is being actively performed."</i>			
28	N/A	Section 5.3.1.B.9.e - Curfew. All OSL must be extinguished by 11 P.M. or within one hour of the end of active play, whichever is later. The OSL system shall be fitted with mechanical or electronic timers to prevent lights being left on accidentally overnight by enabling them to be automatically extinguished.	*Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> this change. Parks and Recreation already has an 11 PM curfew for all outdoor sports fields.			
29	N/A.	Section 5.3.1.B.9.f - Off-site impacts. Impacts of OSL to any other properties shall be limited to the greatest practical extent possible. The maintained vertical illuminance at the property line shall not exceed 1 foot-candle at any time.	*Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> this change.			

Proposed Changes to Prohibited Lighting (Sec 5.3.1.C)

#	Current	Proposed	Applicant's Justification
30	Section 5.3.1.C.3 – Strings of lights are prohibited except for holidays displayed between November 1 and April 15. No single luminaire shall exceed 20,000 lumens.	Remove the sentence that prohibits a single luminaire from exceeding 20,000 initial lumens and make it its own separate item under prohibited types of lighting.	This is intended to be a separate prohibited type of lighting and should not be tied only to strings of lights.
Staff Recommendation: Staff <u>supports</u> this change. Staff notes that over the past several years an increasing number of properties have installed decorative strings of lights that remain up year-round. This is one area of lighting violations that does not receive much enforcement unless staff receives a complaint. Staff is seeking direction from Council as to whether they would like staff to step up enforcement and take a more active approach to these types of violations. Although staff is not supportive of the proposed amortization of all lighting, staff is open to increasing enforcement on certain violations such as strings of lights which are somewhat of low-hanging fruit. This type of violation falls mostly under the category of illegal lighting since most properties have not legally had strings of light on their property continually since the adoption of the 1994 LDRs.			

Proposed Changes to Complex Uses (Sec 5.3.1.D)

#	Current	Proposed	Applicant's Justification
31	Section 5.3.1.D – Complex Uses	Remove references to outdoor sports lighting (i.e., stadiums, ball diamonds, playing fields, outdoor rinks, tennis courts) since those have been moved to their own new section: Section 5.3.1.B.9 Outdoor Sports Lighting.	Removes references that are addressed under a new outdoor sports lighting section.

	Staff Recommendation: Staff <u>supports</u> this change. However, since all of the “outdoor sports” uses are proposed to be removed and relocated to a new section, the title of the section should change from “Complex Uses” to “Civic and Special Uses” to better describe the section.	
32	Section 5.3.1.D.4 – Currently complex use lighting must be extinguished by 10 PM or at the conclusion of the event. Lighting cannot remain on overnight.	Add a sentence that lighting must be equipped with timers to ensure lights are not accidentally left on overnight.
	Staff Recommendation: Staff <u>supports</u> this change. Although this will be very difficult to enforce on construction sites where most lighting is manually controlled.	

Proposed Changes to Town Sign Standards (Sec 5.6.1)

#	Current	Proposed	Applicant's Justification
33	N/A	Section 5.6.1.E.a.iv (Exterior Lit Signs) - “Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later, and remain off until one (1) hour before sunrise”	Limits lighting of signs overnight. *Requirement for IDA eligibility.
	Staff Recommendation: Staff <u>supports</u> this change provided that an exemption be included for businesses open 24 hours to the public. The applicant states in their application that IDA has interpreted the above language to include 24-hour businesses, but staff prefers to make it clear that all businesses regardless of their hours are accommodated fairly. Staff recommends the following language: <i>(Exterior Lit Signs) – “Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later and shall remain off until one (1) hour before sunrise. Businesses open 24 hours shall be exempt from this standard.”</i>		
34	N/A	Section 5.6.1.E.a.v (Exterior Lit Signs) - “The illuminated surface area of an individual sign shall not exceed 200 square feet”	*Requirement for IDA eligibility.
	Staff Recommendation: Staff <u>does not support</u> this change. Our current sign regulations limit the square footage of signs to 150 sf per street frontage which is already more restrictive than the proposed 200-sf rule. Essentially, there is no scenario where a property would be allowed 200 sf for a single sign. Thus, there is no need for this standard as the current standard is self-regulating as it relates to maximum size of signs.		
35	Section 5.6.1.E.b.iv (Internally Lit Signs) – Florescent and neon lighting is no permitted for internally lit signs.	Correct spelling of “Florescent” to “Fluorescent”.	Corrects spelling.
	Staff Recommendation: Staff <u>supports</u> this change.		
36	N/A	Section 5.6.1.E.b.vii (Internally Lit Signs) – “Illuminance levels during permitted operating hours shall not exceed 100 nits. For electronic displays, this figure is to be measured under conditions of a full white display”	*Requirement for IDA eligibility.
	Staff Recommendation: Staff <u>does not support</u> this change. This introduces a whole new metric (i.e., nits) for measuring light that deviates from the consistent metric of lumens per square feet. In addition, our current standard relating to internally lit		

	signs already limits the percentage of a sign that can be internally lit to 15%. Staff finds the current standard to be an effective standard in limiting light on internally lit signs.		
37	N/A	Section 5.6.1.E.b.viii (Internally Lit Signs) – “Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later, and shall remain off until one (1) hour before sunrise”	Limits lighting of signs late into the night. *Requirement for IDA eligibility.
	Staff Recommendation: Staff supports this change provided that an exemption be included for businesses open 24 hours to the public. The applicant states in their application that IDA has interpreted the above language to include 24-hour businesses, but staff prefers to make it clear that all businesses regardless of their hours are accommodated fairly. Staff recommends the following language: <i>(Internally Lit Signs) – “Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later and shall remain off until one (1) hour before sunrise. Businesses open 24 hours shall be exempt from this standard.”</i>		
38	N/A.	Section 5.6.1.E.b.ix (Internally Lit Signs) - “The illuminated surface area of an individual sign shall not exceed 200 square feet”	*Requirement for IDA eligibility.
	Staff Recommendation: Staff does not support this change. Our current sign regulations limit the amount of internally lit signage to no more than 15% of the surface of the sign. Since the allowed signage is capped at 150 sf per street, the current rules are far more restrictive than the proposed language and not needed.		
39	Section 5.6.1.E.c.ii (Backlit Signs) – Florescent and neon lighting	Correct spelling of “Florescent” to “Fluorescent”.	Corrects spelling.
	Staff Recommendation: Staff supports this change.		
40	N/A	Section 5.6.1.E.c.vii (Backlit Signs) – “Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later, and shall remain off until one (1) hour before sunrise”	Limits lighting of signs late into the night. *Requirement for IDA eligibility.
	Staff Recommendation: Staff supports this change provided that an exemption be included for businesses open 24 hours to the public. The applicant states in their application that IDA has interpreted the above language to include 24-hour businesses, but staff prefers to make it clear that all businesses regardless of their hours are accommodated fairly. Staff recommends the following language: <i>(Backlit Signs) – “Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later and shall remain off until one (1) hour before sunrise. Businesses open 24 hours shall be exempt from this standard.”</i>		
41	N/A	Section 5.6.1.E.c.viii (Backlit Signs) – “The illuminated surface area of an individual sign shall not exceed 200 square feet”	*Requirement for IDA eligibility.
	Staff Recommendation: Staff does not support this change. Our current sign regulations limit the square footage of signs to 150 sf per street frontage which is already more restrictive than the proposed 200-sf rule. Essentially, there is not a scenario where a property would even be allowed 200 sf for a single sign.		

Proposed Changes to Defined Terms (Division 9.5)

#	Current	Proposed	Applicant's Justification
42	N/A	Adaptive controls. Adaptive controls mean mechanical or electronic devices, when used in the context of outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by such systems. Examples of adaptive controls include timers, dimmers, and motion-sensing switches.	Adaptive controls are required by IDA. This adds a clear definition of what adaptive controls are. *Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> this change. Having a definition of adaptive controls is necessary since the verbiage is used throughout the proposed amendment.			
43	N/A	Backlit sign. A backlit sign is any sign or display, whether on- or off-premise, whose message or design is indicated by the use of opaque materials situated in front of a luminous background as viewed by an observer. Sometimes referred to as a "reverse pan channel" sign.	Provides a definition of backlit signs which currently does not exist.
Staff Recommendation: Staff <u>supports</u> this change but recommends removing the words "off-premise". Off-premise signs are prohibited and there should not be any contradicting language that even suggests that off-premise signs are allowed.			
44	N/A	Foot-candle. A foot-candle is a non-SI unit of illuminance or light intensity. The foot-candle is defined as the intensity of one lumen of light falling with uniform distribution on a surface with an area of one square foot.	The term footcandle is referenced in other locations and should have its own definition.
Staff Recommendation: Staff <u>supports</u> this change. Footcandle needs to be defined since photometric maps usually measure light shed in footcandles.			
45	N/A	Fully Shielded. Fully shielded means an outdoor luminaire constructed so that in its installed position all of the light emitted by the luminaire is projected below the horizontal plane passing through the lowest light-emitting part of the luminaire. Examples of Unshielded (Prohibited) and Fully Shielded (Allowed) lights and luminaires limiting light to the horizontal plane are shown below.	Replaces the existing definition that is proposed to be removed from Section 5.3.1.B.1.
Staff Recommendation: Staff <u>supports</u> this change.			
46	N/A	Illuminating Engineering Society (IES). Illuminating Engineering Society or IES means an industry-supported, nonprofit learned society headquartered at 120 Wall Street, New York City, New York, recognized as an authoritative body on the science and application of lighting that publishes and promotes recommended practices for a variety of specific lighting applications.	Defines IES which is referenced in the proposed text for Section 5.3.1.B.9.b.
Staff Recommendation: Staff <u>does not support</u> this change. As mentioned above under proposed changes #25 & #27, reference to IES should only be done through a resolution which staff is recommending against.			
47	N/A.	Initial lumens. The number of lumens of light emitted by a luminaire when the lamp is new, not accounting for any depreciation due to the age of the lamp or environmental conditions that may be detrimental to its performance.	Initial lumens are the metric of measurement required by IDA. This adds a clear definition of initial lumens. *Requirement for IDA eligibility.
Staff Recommendation: Staff <u>supports</u> this change.			

48	N/A	Internally illuminated. Internally illuminated refers to any sign or display, whether on- or off-premise, consisting of (1) translucent surfaces whose message is designed to be made visible by means of lamps or other light sources concealed with such surfaces; or (2) a sign whose content is made visible by means of luminous elements under active electronic control and therefore subject to alteration in order to vary the color, content and/or brightness of the message displayed.	Provides a definition of internally lit signs which currently does not exist.
Staff Recommendation: Staff <u>supports</u> this change.			
49	N/A	Light Trespass. Light trespass means a condition in which an illuminated luminaire (turned on light bulb) on one property is directly visible on any part of any other property. For the purposes of this chapter, light trespass is declared to be a form of public nuisance.	Defines light trespass.
Staff Recommendation: Staff <u>supports</u> including a definition of light trespass but with modified language. The language as written suggests that if a light bulb can be seen from an adjacent property at any point or any elevation, it constitutes light trespass. Staff finds this to be problematic because nearly all exterior lights can be seen at some point from an adjacent property. Staff recommends using language that can be measured, such as using a maximum footcandle standard. By using a measurable standard, the Town can review photometric maps prepared by lighting professionals to ensure that light trespass is not occurring. Staff recommends the following language: <i>“Light Trespass. Light trespass shall mean a condition in which an illuminated luminaire on one property creates a vertical illuminance at the property line that exceeds 1 foot-candle.”</i>			
50	N/A	Luminance. Luminance is the amount of light that passes through, is emitted, or reflected, from a particular area, and that falls within a given solid angle. Luminance is a measure of light emitted by or from a surface. The SI unit of luminance is candela per square meter (cd/m2), also known as a “nit.”	Needed to explain new language in Section 5.6.1.E relating to limits on surface brightness on signs. Also adds a definition of nit.
Staff Recommendation: Staff <u>supports</u> this change provided that the last sentence defining “nit” is removed. Staff is not supportive of adding another metric of measurement.			
51	N/A	Net acre. A net acre is an acre of any land parcel that is developed, consisting of structures and/or hardscape. The net acreage of a parcel is the gross acreage of that parcel less any acres that are considered undeveloped.	Supports the previously proposed language relating to the maximum lumens per site.
Staff Recommendation: Staff <u>does not support</u> this change. This definition is redundant. The Town already has a definition of site development which is the same as net acre.			

Other Proposed Changes

#	Current	Suggested Change	Applicant’s Justification
52	N/A	The applicant suggests adding “facts of finding” language that elaborates on the purposes of these lighting rules and regulations.	Provides More specific findings of fact and statements of purpose in the preamble to 5.3.1 and can help guide future interpretations of the statutory language.
Staff Recommendation: Staff <u>does not support</u> this change. Staff finds that the current purpose statement at the beginning of the lighting section is sufficient in describing the intent of the lighting standards.			

53	N/A	The applicant suggests establishing lighting zones.	The use of Lighting Zones in municipal land use ordinances is becoming increasingly common as many users of such codes inherently understand the notion of zone-based allowances and prohibitions. Lighting Zones could be easily mapped to existing Town land-use zones, with final determinations left to the Planning Director or designee.
Staff Recommendation: Staff does not support this change. Essentially, lighting is already somewhat broken up into zones as Section 5.3.1.B.2 limits the maximum lumens based on zoning.			
54	N/A	The applicant suggests establishing a temporary lighting approval process.	Language is suggested here that, if enacted, would establish a clear process by which the Town would permit installations of lighting for temporary uses that (1) avoids a tendency for “temporary” installations to become permanent over time; and (2) ensures reasonable compliance with the LDRs to the greatest practical extent possible.
Staff Recommendation: Staff does not support this change. Nearly all temporary lighting is already being addressed either through special events or the Civic and Special Uses section and there is no need to create another process. Staff finds that all other lighting should meet the standards for permanent lighting.			
55	N/A	Division 1.9 Nonconformities - The applicant suggests 8 new ways to increase compliance on legal nonconforming lighting.	In addition to the language required by IDA that amortizes non-conforming lighting installations within ten years of the enactment date of the statute, it is now considered best practice to include other situations and circumstances that automatically trigger compliance while otherwise extending indefinite grandfather protection. These include items like changes of use, destruction of property, new construction or renovation of existing facilities, and more.
a. An application for a Town Planning Department design review, conditional use, subdivision permit, or building permit; Staff Recommendation: Staff supports this trigger, but not for a subdivision permit. Applications that involve the Design Review Committee, a Conditional Use Permit, or a building permit signify that physical changes/improvements will be made to the interior and/or exterior of the building. This would be an ideal time to gain compliance with nonconforming lighting. With that being said, staff can see this as being too burdensome in situations such as if a business owner wanted to remove or add an interior wall, which would require a building permit. For the building permit trigger, staff recommends that it only applies to building permits related to a change of use. b. A change of use of the property; Staff Recommendation: Staff supports this change only if the change of use triggers a building permit. Without triggering a building permit, this trigger could over-burden small business owners who are already struggling to conduct business in Jackson as rental rates and inflation continue to increase. Requiring a tenant to fix the lighting on a building they likely do not own if a building permit is required to make necessary code improvements. c. Any renovation to the property equal to or exceeding twenty (20) percent of its assessed value; Staff Recommendation: Staff does not support introducing a trigger based on assessed value. It would require an appraisal with every renovation or expansion. d. More than fifty (50) percent of the total appraised value of a structure, as determined from the records of the county's appraisal district, is destroyed;			

Staff Recommendation: Staff does not support introducing a trigger based on assessed value. It would require an appraisal any time a destructive disaster occurs. Staff does support a trigger upon a total disaster that requires the entire building or site to be rebuilt.

e. A determination by the Planning Director that the legal nonconforming luminaire constitutes a public hazard or nuisance;

Staff Recommendation: Staff supports this change. In situations where no other trigger applies to a light(s) that is clearly a public nuisance, there should be a provision that allows the Planning Director to enforce the nonconforming light(s).

f. A certificate of occupancy is issued for a property previously determined by the Planning Director to be abandoned for at least six (6) months;

Staff Recommendation: Staff supports this change provided that the language be modified to require compliant lighting in the event that a building or site is abandoned for more than 365 days.

g. The replacement of any legal non-conforming luminaire with new lighting equipment, not inclusive of lamps or similar consumable parts; or

Staff Recommendation: Staff supports this change.

h. Ten (10) years after the effective date of this section.

Staff Recommendation: Staff does not support this change as previously mentioned above under the **Proposed Amortization** section.

Planning Commission

The Planning Commission is scheduled to review this item at their regularly scheduled meeting on June 1, 2022.

Staff Factors

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The purposes of the LDRs per Division 1.3 and are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. This amendment is consistent with those purposes in that it helps to implement the Jackson/Teton County Comprehensive Plan and in that it considers the impacts of light pollution on the health of residents and wildlife in the community.

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

Complies. The amendment proposes more specific, more comprehensive standards for exterior lighting. This improves the consistency of the exterior lighting standards with Div. 5.3. Scenic Standards, which states that “dark skies are vital to the community’s natural character.” The current standards, which were amended last in 2016, did not address public-owned lighting and signage lighting and do not achieve the same level of protection of this vital resource that the proposed amendment will do.

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

Complies. The amendment more clearly defines the regulations for outdoor lighting and thus helps landowners understand where flexibility exists in terms of selecting outdoor lighting for their property. It also empowers landowners to understand their compliance with the regulation.

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

Complies. As development in the Town of Jackson continues to increase, efforts to protect our dark skies are warranted. Staff finds that the proposed Text Amendment fills the gaps in our current lighting standards by addressing signage and public lighting

5. *Improves implementation of the Comprehensive Plan; and*

Not Applicable per Wyoming State statute.

6. *Is consistent with other adopted Town Ordinances.*

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

FISCAL IMPACT

None.

STAFF IMPACT

Staff has spent approximately 60 hours to complete research on this topic and prepare this staff report.

ATTACHMENTS OR LINKS

Application packet

Departmental reviews

SUGGESTED MOTION

I move to **approve** the proposed text amendment P22-015, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as modified by staff in the June 1, 2022, staff report.



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: Exterior Lighting Standard and Sign Standard Proposed Text Amendments
Physical Address: Teton County and Town of Jackson
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: Wyoming Stargazing / Samuel Singer Phone: 307-413-4779
Mailing Address: PO Box 9584 Jackson, WY ZIP: 83002
E-mail: Samuel@wyomingstargazing.org

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?

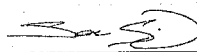
_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **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
Samuel Singer

Name Printed

01/25/2022

Date
Executive Director

Title

Application for a
Land Development Regulation
Amendment

Submittal date: January 25, 2022

Applicant:

Wyoming Stargazing
PO Box 9584
Jackson, WY 83002
307-413-4779
samuel@wyomingstargazing.org

Prepared by:

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Introduction

This application proposes to amend the following components of the Teton County/Town of Jackson Land Development Regulations Article 5 ('Physical Development Standards Applicable in All Zones'):

- Div. 5.3. ('Scenic Standards'), §5.3.1. ('Exterior Lighting Standards')
- Div. 5.6. ('Sign Standards'), §5.6.1. ('Town Sign Standards')

We propose a series of changes to the County/Town Exterior Lighting Standards and the Town Sign Standard in order to make Jackson eligible for accreditation as an International Dark Sky Community (IDSC) by the International Dark-Sky Association (IDA). The IDA policy standard for IDSC eligibility reflects established and internationally recognized standards for dark-sky protections. The proposed amendments would bring the Town and County into alignment with these standards, consistent with the goals of Policy 1.3.d ("Maintain dark night skies") in the Jackson/Teton County Comprehensive Plan's 'Environmental Stewardship' section.

In accordance with requirements set forth in the Land Development Regulations (LDRs) this application will outline here how the proposed amendment to the exterior lighting standard:

- Is consistent with the purposes and organization of the LDRs;
- Improves the consistency of the LDRs with other provisions of the LDRs;
- Provides flexibility for landowners within standards that clearly define desired character;
- Is necessary to address changing conditions;
- Improves implementation of the Comprehensive Plan; and
- Is consistent with other adopted Town and County Ordinances.

Overview: Maintaining Dark Skies

Preserving Jackson's natural character is central to the 'Vision and Common Values' of the Comprehensive Plan, which emphasizes that "to achieve our desired community character, the community must protect and enhance the ecosystem in which we live." Maintaining the region's dark night skies is enumerated as a specific goal of the Plan. It specifically calls for looking "beyond daytime viewsheds" in guiding sensible development in the future:

Lighting of individual developments cumulatively impacts the ability to see dark and starry night skies. Although lighting is required for public safety, especially along pedestrian corridors, non-essential lighting will be limited and all lighting will be designed to meet dark skies best practices. Existing development will also be encouraged to implement best practices.

In order to fully modernize the Jackson/Teton County codes and enable the Town to be accredited as an IDSC, we propose specific changes to two sections of the LDRs.

The purpose of the Exterior Lighting Standard (§5.3.1.) is “to allow necessary and reasonable lighting of public and private property for the safety, security, and convenience of occupants and the general public, while eliminating or reducing the nuisance and hazards of light pollution, including, but not limited to: glare, light trespass, sky glow, energy waste, and negative impacts on the nocturnal environment.” It is housed in the County/Town LDRs’ ‘Scenic Standards’ Division (5.3), which finds that “dark skies are vital to the community’s natural character.”

Among other purposes, the Jackson Town Sign Standards (§5.6) is intended to “to protect and enhance the community character and visual environment; to preserve the right of the citizens to enjoy our Town’s scenic beauty; to improve pedestrian and traffic safety; [and] to minimize the possible adverse effect of signs on nearby public and private property.” It aims to achieve these goals while ensuring that Jackson businesses and residents are afforded “equal and fair opportunity to advertise and promote its products and services without discrimination” and enabling “the the fair and consistent enforcement” of sign regulations.

Due to the advent of electronic message centers (EMCs), also known as ‘digital signs’, illuminated signs are quickly becoming a significant contributor to light pollution in many communities. Unlike conventional, externally illuminated signs, their light cannot be shielded. This advance in technology brings with it new challenges involving the balance between resident and business interests and preserving community character. We aim to incorporate new EMC regulatory best practices into the LDRs in order to reset that balance in a way that benefits all of Jackson.

In addition to the overarching goal of enabling Jackson’s designation as an IDSC, the following principles of all three Common Values within the Comprehensive Plan support and are supported by the LDR revisions we propose:

- Maintain healthy populations of all native species (Principle 1.1)
- Protect and steward open space (Principle 1.4)
- Reduce consumption of non-renewable energy (Principle 2.1)
- Promote vibrant, walkable mixed use areas (Principle 4.2)
- Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood (Principle 4.4)
- Measure prosperity in natural and economic capital (Principle 6.1)
- Promote a stable and diverse economy (Principle 6.2)

Proposed Exterior Lighting Standard Amendments Overview

The Exterior Lighting Standard (§5.3.1.) was last updated in 2017, which resulted in substantive improvements to its provisions. Proponents at the time identified a number of shortcomings of the existing Standard that were addressed and resolved in the amendment process. The Town Sign Standard (§5.6.1.) was also last updated in 2017, relatively early in the deployment history of EMCs. As the outdoor advertising industry increasingly looks to a future in which this type of changeable copy sign dominates the market, it behooves the Town to adapt its sign code accordingly in order to provide regulatory certainty to residents and businesses.

We now recommend a series of additional changes to update and further modernize the LDRs that will bring them into alignment with the policy standards of the International Dark-Sky Association, the recognized global authority on outdoor lighting policy for protecting the nighttime environment. These are:

1. Add the following definitions to Div. 9.5: “adaptive controls”, “backlit sign”, “foot-candle”, “fully shielded”, “Illuminating Engineering Society”, “initial lumens”, “internally illuminated”, and “light trespass.
2. Clarify that the lumens restriction in §5.3.1(B)(1) refers to initial lumens.
3. Decide whether to keep the illumination standards (lm/SF) in §5.3.1(B)(2) or the overall site limits. The existing language does not indicate whether these are either/or propositions or instead if both must be observed simultaneously. If the latter, the language inadvertently caps the size of a fully developed parcel that may be lighted.
4. If the site limits are kept in §5.3.1(B)(2), consider capping unshielded site lumens on a per-net-acre basis rather than the existing per-parcel basis. Doing so would further require defining “net acre” in Div. 9.5.
5. Decide similarly whether to keep the illumination standards (lm/SF) in §5.3.1(D)(5) for “complex uses” or the overall site limits.
6. If the site limits are kept in §5.3.1(D)(5), consider capping total light emissions on a per-net-acre basis rather than the existing per-parcel basis.
7. Reconsider maximum lumens limits given typical lot sizes in Jackson; i.e., limits may either be too high or too low now, given that allowances do not scale with lot size but rather only with land-use zones.
8. Eliminate outdoor sports lighting (OSL) as a defined “Complex Use” under §5.3.1(D) and instead treat it as a separate lighting application in its own subsection, subject to restrictions consistent with IDA requirements.
9. Add reasonable lumens limits to flagpole lighting that scales according to pole height and/or flag size. Suggestions are 75 lumens per linear foot of pole height, or 100 lumens per square foot of flag surface area when fully unfolded.

10. Add additional language to the exemptions in §5.3.1(A)(1), including: lighting used during road and infrastructure repairs; lighting required by legal jurisdictions higher than the Town; lighting required by the Building Code; and temporary lighting used during undeclared emergencies constituting an “imminent peril”.
11. Add a section detailing a process for permitting temporary installations of outdoor lighting.
12. Add a subsection to §5.3.1(A) requiring the amortization of non-conforming lighting installations within ten years of the enactment of the updated ordinance.
13. Replace the existing language on light trespass in §5.3.1(B)(4) with a definition of the term in Div. 9.5 and new language that refers to the defined term. Also, move the cartoon diagram in that section to the definitions.
14. Add 11 p.m. curfews for all illuminated signs in the subsections of §5.6.1(E).
15. Add surface area limits to all types of illuminated signs in the subsections of §5.6.1(E).
16. Add a luminance limit for internally illuminated signs in §5.6.1(E)(b).
17. Add general exemptions for lighting required by Building Code and lighting identified by the Planning Director as required to preserve public safety and eliminate their references elsewhere in the code.
18. Add a policy governing the use of publicly owned lighting (i.e., lighting in public rights-of-way) establishing installation warranting, curfews, and the use of adaptive lighting controls.

Consistency with LDRs

Our proposed amendments retain the core content and structure of both the Exterior Lighting Standard and the Town Sign Standards so as to adhere to the original purposes and organization of the LDRs. These purposes include:

§1.3.1.: *“Preserve and protect the area’s ecosystem in order to ensure a healthy environment, community, and economy for current and future generations.”* Given the rapidly maturing scientific understanding of the problem of light pollution and the ecological consequences of artificial light at night, sufficient evidence exists to support the proposition that a healthy and resilient environment requires accessible nighttime darkness. In particular, given the rural nature of the predominantly public lands surrounding and adjacent to Jackson Hole, its nighttime light impact is outsized compared to more urban communities of its size.

§1.3.2.(A)(2): *“Consume less nonrenewable energy as a community in the future than we do today.”* While modern lighting technologies are highly energy efficient, a lower total cost of ownership may promote unnecessary use of light at night. This may undermine or even erase the environmental benefits of modern, energy-efficient lighting. Better outdoor lighting practices that make use of the full range of capabilities of these new

technologies naturally lead to lower light consumption and further energy savings without any obvious negative consequences.

§1.3.2.(A)(3): *“Residents and visitors will safely, efficiently, and economically move within our community and throughout the region using alternative modes of transportation.”*

One goal of this proposal is to enhance nighttime visibility in Jackson so as to improve public safety. The pursuit of dark skies in Jackson does not entail accepting compromised safety and security; ‘dark skies’ doesn’t mean ‘dark ground’. Nighttime hazards will be more visible, reducing the risk associated with transit under such conditions.

§1.3.4.(A): *“Ensure standards are consistently applied to similar applications and circumstances.”* Another goal of this proposal is to more precisely delineate the Exterior Lighting and Town Sign Standards; add detail to elicit more voluntary compliance with the LDRs; tighten technical definitions to better articulate the intended effects of the LDRs; and provide better outdoor lighting guidance to homeowners, business owners, and public officials.

Clear Definitions and Flexibility

Our proposal strengthens and clarifies technical terms related to outdoor lighting so as to ensure more consistency and predictability of LDR enforcement. The nature of the new definitions is aimed at helping developers, property owners, plan reviewers and code enforcement officials better understand the technical requirements of §§5.3.1. and 5.6.1., making it easier for them to comply with the requirements of those sections. Furthermore, new or updated provisions for lighting applications such as outdoor athletic fields and flagpoles better accommodate the needs and desires of property owners.

Necessity of Addressing Changing Conditions

As Jackson continues to grow in coming decades, the need to balance development pressures with the purpose and vision of the LDRs in creating consistent community character, preserving a healthy environment, and cultivating a sustainable regional economy drives an equally significant need to reduce light pollution and maintain the area’s dark night skies. Innovation in lighting design and technology enables addressing this need while ensuring public safety and respecting property rights. The ongoing conversion of existing outdoor lighting stock in Jackson to highly energy-efficient light-emitting diode (LED) technology helps reduce electricity consumption and reduce Jackson’s carbon footprint, but the tendency toward overconsumption of progressively cheaper resources threatens to wipe out these gains.¹ It may further create new social and environmental problems through the poor application of light at night relative to the needs of property owners and the community as a whole. Our proposal addresses these

¹ Kyba, C. C. M., et al. (2017). Artificially lit surface of Earth at night increasing in radiance and extent. In *Science Advances* (Vol. 3, Issue 11, p. e1701528). <https://doi.org/10.1126/sciadv.1701528>

concerns and seeks a sensible solution, the goal of which is to improve nighttime visibility in Jackson by targeting and reducing wasted light at night.

Improved Implementation of the Comprehensive Plan

The Comprehensive Plan is clear and direct in its intent to maintain dark night skies as part of preserving ecological aspects of Jackson's community character. Its Policy 1.3.d. directly calls for this:

The prominence of nature over the built environment should extend beyond daytime viewsheds. The lighting of individual developments cumulatively impacts the ability to see dark and starry night skies. Although illumination is required for public safety, especially along pedestrian corridors, non-essential lighting should be limited, and all lighting will be designed to meet dark skies best practices. Existing development will also be encouraged to implement best practices.

Previous efforts to modernize the Exterior Lighting Standards, consistent with this Policy, were aimed at improving compliance with the LDRs at the plan review stage, in particular, ensuring that the worst of outdoor lighting designs were never approved. There is evidence that the strategy worked; although the population of Jackson grew by about 10% in the decade 2010-2020, the emission of light from within city limits measured from space during the same time is almost unchanged.

The amendments in the current proposal further support and strengthen community commitment to realizing the aspirations Policy 1.3.d in particular. By reducing light waste and further lowering light consumption, the proposal also supports the broader Principles of the Comprehensive Plan, including:

- *"Maintain healthy populations of all native species"* (Principle 1.1): Reducing light waste prevents light at night from impinging on nocturnal wildlife habitat and promotes a healthy urban ecology.
- *"Maintain the scenic resources of the community"* (Principle 1.3): Dark night skies are among the signature natural resources of the Jackson Hole and Grand Teton National Park region.
- *"Reduce the consumption of non-renewable energy"* (Principle 2.1): Better and more precise application of outdoor light at night will naturally reduce the amount of light needed to get the job done, resulting in decreased electricity consumption.
- *"Increase energy efficiency in buildings"* (Principle 2.4): Similarly, more efficient use of outdoor light at night will reduce energy costs for building owners.
- *"Manage growth predictably and locally"* (Principle 3.3): The proposed amendments further articulate the responsibilities and privileges of property owners under the LDRs.

They clarify community expectations to ensure that the Town can continue to grow and develop without necessarily inflicting environmental harm as a consequence of doing so.

- *“Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood”* (Principle 4.4): Quality outdoor lighting improves nighttime visibility, enhancing public safety and promoting real security in Jackson. Coupled with the splendor of the region’s dark night skies, the result is outdoor spaces in which visitors and residents alike feel safe and secure at night, promoting community wellbeing.
- *“Measure prosperity in natural and economic capital”* (Principle 6.1): Jackson’s natural capital contributes to clean jobs and sustainable tourism that are both good for the community’s bottom line.
- *“Promote a stable and diverse economy”* (Principle 6.2): Increasingly, concern for and attention to dark skies mean rural economic development. One recent estimate put the economic impact from night-sky tourism on the Colorado Plateau alone at \$6 billion and 10,000 jobs in the decade of the 2020s.² As tourism is expected to ramp up quickly with the end of the COVID-19 pandemic in sight, the Town and County stand to benefit substantially from a robust ‘astrotourism’ sector.

Consistency with Town Ordinances

There are no known inconsistencies with the current proposal and either the LDRs or any other existing Town or County Ordinances.

Summary

Pursuit of the Comprehensive Plan’s Vision, Common Values, and specific policies relating to maintaining dark night skies in the region began with the 2017 update and continues with the further modernization of the Town/County code through the amendments in the current proposal. We suggest that obtaining International Dark Sky Community accreditation for Jackson is the most complete implementation of the Comprehensive Plan in this realm, and encourage the Town and County to make the suggested changes to the LDRs that enables Jackson’s recognition by the International Dark-Sky Association through this prestigious award.

In summary, approving this amendment:

- **Furtheres the objectives of the LDRs and Comprehensive Plan;**
- **Maintains the consistency among provisions of the LDRs;**
- **Provides flexibility for landowners within standards that clearly define desired character;**

² Mitchell, D. and Gallaway, T. (2019), "Dark sky tourism: economic impacts on the Colorado Plateau Economy, USA", *Tourism Review*, Vol. 74 No. 4, pp. 930-942. <https://doi.org/10.1108/TR-10-2018-0146>

- **Is necessary to address changing conditions brought on by the rapid adoption of LED lighting technology and the emerging market for Electronic Message Centers;**
- **Improves implementation of the Comprehensive Plan by adhering more closely to lighting design best practices;**
- **Is consistent with other adopted Town and County Ordinances; and**
- **Meets core outdoor lighting policy requirements for International Dark Sky Community accreditation.**



Town of Jackson Exterior Lighting Standard and Sign Standard Redline Versions with Explanatory Notes

This document adds further context to the accompanying “Town of Jackson Outdoor Lighting Policy Redline Version”, which proposes a series of amendments to the Town’s existing Land Development Regulations (LDRs). These are drawn from several sources, including the joint Illuminating Engineering Society (IES) and International Dark-Sky Association (IDA) [Model Lighting Ordinance](#), the 2018 IDA [International Dark Sky Community Program Guidelines](#) (IDSC), and exemplary U.S. outdoor lighting ordinances such as those of Tucson and Flagstaff, Arizona. The aim of the redline is to suggest a modernization of the Town of Jackson to align its outdoor lighting provisions with recognized best practices that reduce energy consumption and light pollution, improve nighttime visibility, enhance public safety, and contribute qualitatively to quality of life. It will also help “future-proof” the code as lighting technology evolves so as to minimize the need for future amendments.

We identify the following opportunities to improve the Town of Jackson LDRs as the centerpiece of a comprehensive Town policy strategy for improving the quality of outdoor lighting in the Jackson and making the town eligible for International Dark Sky Community designation:

1. Add the following definitions to Div. 9.5: “adaptive controls”, “backlit sign”, “foot-candle”, “fully shielded”, “Illuminating Engineering Society”, “initial lumens”, “internally illuminated”, and “light trespass.
2. Clarify that the lumens restriction in §5.3.1(B)(1) refers to initial lumens.
3. Decide whether to keep the illumination standards (lm/SF) in §5.3.1(B)(2) or the overall site limits. The existing language does not indicate whether these are either/or propositions or instead if both must be observed simultaneously. If the latter, the language inadvertently caps the size of a fully developed parcel that may be lighted.
4. If the site limits are kept in §5.3.1(B)(2), consider capping unshielded site lumens on a per-net-acre basis rather than the existing per-parcel basis. Doing so would further require defining “net acre” in Div. 9.5.
5. Decide similarly whether to keep the illumination standards (lm/SF) in §5.3.1(D)(5) for “complex uses” or the overall site limits. The existing language implies that both must be

observed simultaneously, which inadvertently caps the size of a fully developed parcel that may be lighted at 2.10 acres. A solution may require specifying maximum values for all types of common complex uses; i.e., a one-size-fits-all approach as it exists now may not work well.

6. If the site limits are kept in §5.3.1(D)(5), consider capping total light emissions on a per-net-acre basis rather than the existing per-parcel basis.
7. Reconsider maximum lumens limits given typical lot sizes in Jackson; i.e., limits may either be too high or too low now, given that allowances do not scale with lot size but rather only with land-use zones.
8. Eliminate outdoor sports lighting (OSL) as a defined “Complex Use” under §5.3.1(D) and instead treat it as a separate lighting application in its own subsection, subject to restrictions consistent with IDA requirements.
9. Add reasonable lumens limits to flagpole lighting that scales according to pole height and/or flag size. Suggestions are 75 lumens per linear foot of pole height, or 100 lumens per square foot of flag surface area when fully unfolded.
10. Add some additional language to the exemptions in §5.3.1(A)(1), including: lighting used during road and infrastructure repairs; lighting required by legal jurisdictions higher than the Town; lighting required by the Building Code; and temporary lighting used during undeclared emergencies constituting an “imminent peril”.
11. Add a section detailing a process for permitting temporary installations of outdoor lighting.
12. Add a subsection to §5.3.1(A) requiring the amortization of non-conforming lighting installations within ten years of the enactment of the updated ordinance.
13. Replace the existing language on light trespass in §5.3.1(B)(4) with a definition of the term in Div. 9.5 and new language that refers to the defined term. Also, move the cartoon diagram in that section to the definitions.
14. Add 11 p.m. curfews for all illuminated signs in the subsections of §5.6.1(E).
15. Add surface area limits to all types of illuminated signs in the subsections of §5.6.1(E).
16. Add a luminance limit for internally illuminated signs in §5.6.1(E)(b).
17. Add general exemptions for lighting required by Building Code and lighting identified by the Planning Director as required to preserve public safety and eliminate their references elsewhere in the code.
18. Add a policy governing the use of publicly owned lighting (i.e., lighting in public rights-of-way) establishing installation warranting, curfews, and the use of adaptive lighting controls.

In the remainder of this document, the existing text of the relevant LDRs and our proposed changes are shown in `black Courier New font`. Proposed changes required for IDA certification are noted in `plain red Courier New font`. Additional proposals relating to lighting best practice are in `italic red Courier New font`. Notes explaining the suggested changes are shown in `blue Arial font`.

5.3.1. Exterior Lighting Standards

The purpose of this Section is to allow necessary and reasonable lighting of public and private property for the safety, security, and convenience of occupants and the general public, while eliminating or reducing the nuisance and hazards of light pollution, including, but not limited to: glare, light trespass, sky glow, energy waste, and negative impacts on the nocturnal environment.

A. Applicability

All exterior lighting, unless exempted below, shall comply with the regulations set forth in this Section. This includes, but is not limited to: lighting attached to structures, poles, the earth, or any other location.

1. Exempt Lighting

a. Lighting in the public right of way. *See Section B, Subsection 8 for requirements specific to publicly owned lighting.*

This is suggested to make clear that public lighting is not simply exempt from all regulation, and points to an articulation of policies regarding this kind of lighting required for IDA eligibility.

b. Open flame gas lamps.

c. Flagpole lighting that is shielded and directed downward from the top of the flagpole, *and that does not exceed 75 lumens per linear foot of pole height above grade. [Alternately: "does not exceed 100 lumens per square foot of flag surface when fully unfolded."]*

In order to prevent over-lighting of flags, two possible prescriptions for lighting limits are suggested that yield approximately the same illumination level as seen from the ground.

d. Underwater lighting in swimming pools and other water features

e. Lighting that is only used by emergency response ~~personnel~~ *only for as long as emergency conditions so identified by qualified personnel continue to exist.*

Slightly clarifies the existing language and connects the situations under which emergency response is appropriate to the discretion of “qualified personnel” rather than the public. See the related suggestion in item (j) below that gives some leeway for private responses to emergency/disaster situations.

f. Lighting solely for signs (lighting for signs is regulated by Div. 5.6)

g. Lighting used solely for agricultural purposes.

h. Lighting employed during repairs of roads, utilities and similar infrastructure, including unshielded lighting, provided that such lighting is deployed, positioned and aimed such that the resulting glare is not directed toward any roadway or highway.

This suggestion intends to explicitly permit temporary lighting associated with construction while also insisting that it avoid creating a public safety issue involving excessive glare.

i. Any form of lighting whose use is mandated or otherwise governed by any legal jurisdiction higher than that of the Town.

An explicit recognition that some state/federal policies will supersede those in the LDRs. Generally these will be federal agency requirements, such as those of OSHA (workplaces) and the FAA (airports).

j. Temporary lighting required to save life, limb or property from imminent peril, provided that use persists only during the hours of the peril.

This provision enables non-public entities to use outdoor lighting in emergency/disaster situations while limiting that use to legitimate, related purposes.

k. Temporary lighting allowed under the permitting process described in Section X.

A clear process for obtaining permits for temporary lighting installations should be articulated somewhere in the LDRs, whether here or elsewhere. This item is simply a placeholder for a description of that process. Suggestions for such a policy include:

- Temporary lighting installations will be approved only by the Planning Director or designee
- Limits on the duration of permits; we suggest 30 calendar days, subject to no more than two 30-day renewals
- “Temporary” installations persisting after 90 days should be declared permanent and subject to all of the LDRs
- A statement of required permit application contents
- A statement describing how applications will be reviewed and approved/denied, as well as an appeals process for denials.

Sample language constituting a robust permitting process are suggested below (“Permitting of temporary lighting installations”).

1. Lighting required by the Building Code

An explicit recognition that the Building Code may involve requirements that supersede the LDRs.

m. Lighting determined necessary by the Planning Director to preserve public safety

This is a catch-all provision that retains discretion of the Town to prohibit outdoor lighting installations that may constitute a hazard to public safety, or to require appropriate modifications to lighting plans.

2. Amortization of non-conforming installations. All outdoor lighting luminaires that were lawfully installed prior to the effective date of this chapter, but that do not comply with the requirements of this chapter, are declared to be legal non-conforming luminaires. All legal non-conforming luminaires may continue to be used and maintained after the adoption of this Chapter, but shall be brought into compliance within ten (10) years after the effective date of this section.

Addresses the IDA requirement that the outdoor lighting policy “*affects an amortization period, applicable to ALL publicly AND privately owned lighting, to end not more than ten (10) years from the effective date of the outdoor lighting policy, after which all non-conforming lighting*

extant at the time of enactment must be brought into compliance with the policy.” (IDSC p. 6, item H)

B. Standards

1. Fully Shielded Light Fixtures. Any light source whose initial output exceeds 600 **initial** lumens shall be fully shielded.

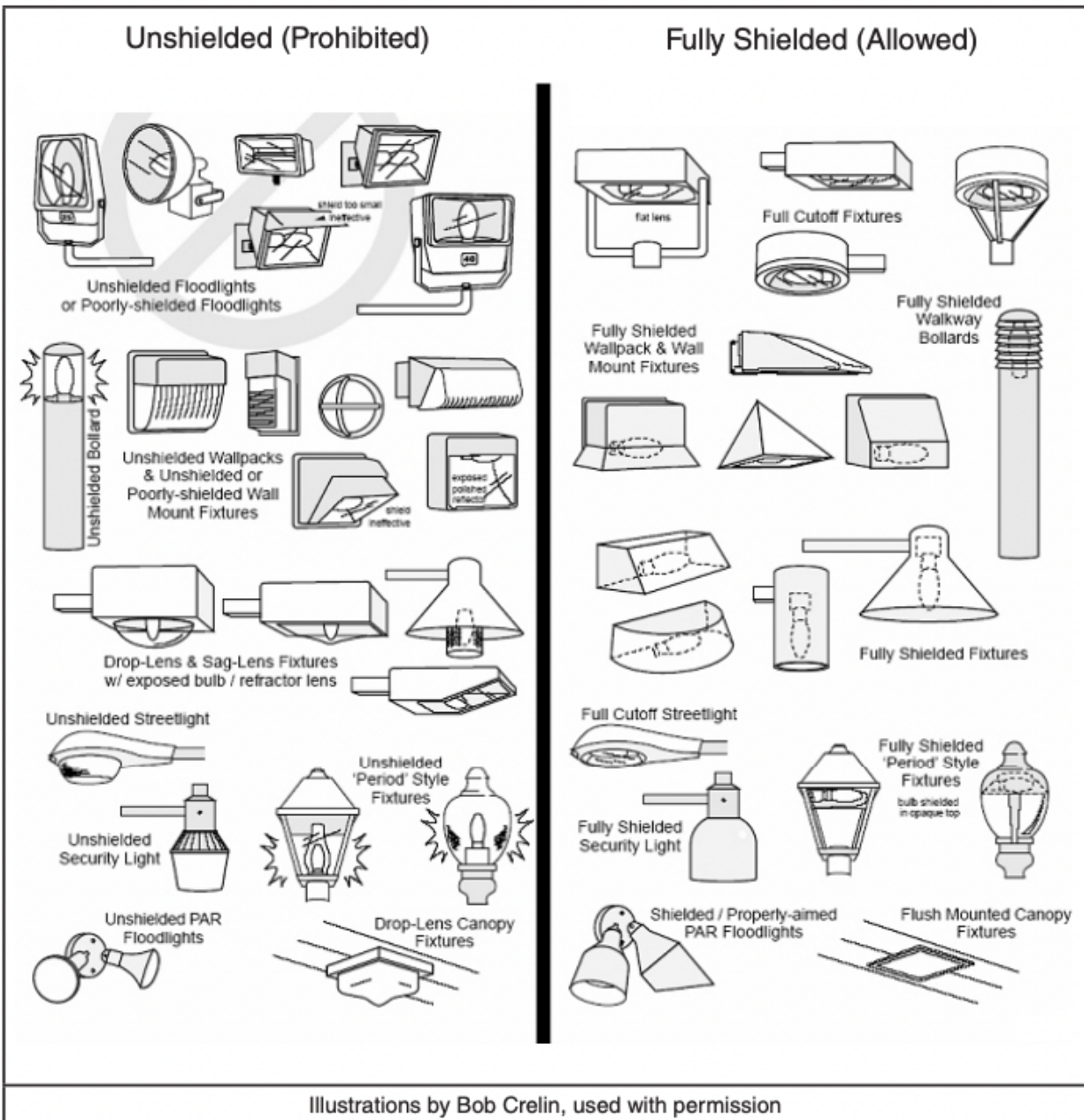
”Initial” must be added here in order to be consistent with the definition used in the IDA requirements (p. 4, item 1A)

Any structural part of the luminaire providing full shielding shall be attached. ~~Fixtures shall be mounted such that no light is emitted above the horizontal plane of the fixture.~~

This sentence is redundant given a freestanding definition of “fully shielded” suggested for addition to Div. 9.5.

Light fixtures that project light above the horizontal plane of the fixture may be used where the architecture of the building restricts light **emitted** above the horizontal plane. ~~Examples of Unshielded (Prohibited) and Fully Shielded (Allowed) lights and luminaires limiting light to the horizontal plane are shown below.~~

Clarifies the language (“emitted”). The struck-out sentence refers to the Bob Crelin diagram, which is moved here to Div. 9.5 along with the definition of “fully shielded”. The Crelin diagram (below) would be struck at this point in the text.



2. Total Exterior Light Output. Total exterior light output for light fixtures on a site shall not exceed the limits shown in the table below.

How much light is permitted?	All Fixtures	Unshielded Fixtures (for lights emitting fewer than
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		600 lumens)
Maximum lumens per sq ft of site development		
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	3	Not applicable
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	1.5	Not applicable
Maximum lumens per site <i>net acre</i>		
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	100,000 <i>50,000</i>	5,500 <i>2,000</i>
R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	60,000 <i>20,000</i>	4,000 <i>1,000</i>

There are two types of change in the second part of the table suggested here. One is to assess site limits per net acre rather than per parcel such that only developed portions of parcels receive credit toward the site limits. A suggested definition of “net acre” is added here to Div. 9.5.

The other change is to lower the allowances per acre to numbers that are more consistent with lighting expectations for a town the size of Jackson and the kinds of land uses that the LDRs envision. IDA prescribes no specific values for these numbers, but if their values are high it may raise questions from IDA during the IDSC application review process.

a. These lumen limits are upper limits and not a design goal; the design goal should be the lowest levels of lighting possible.

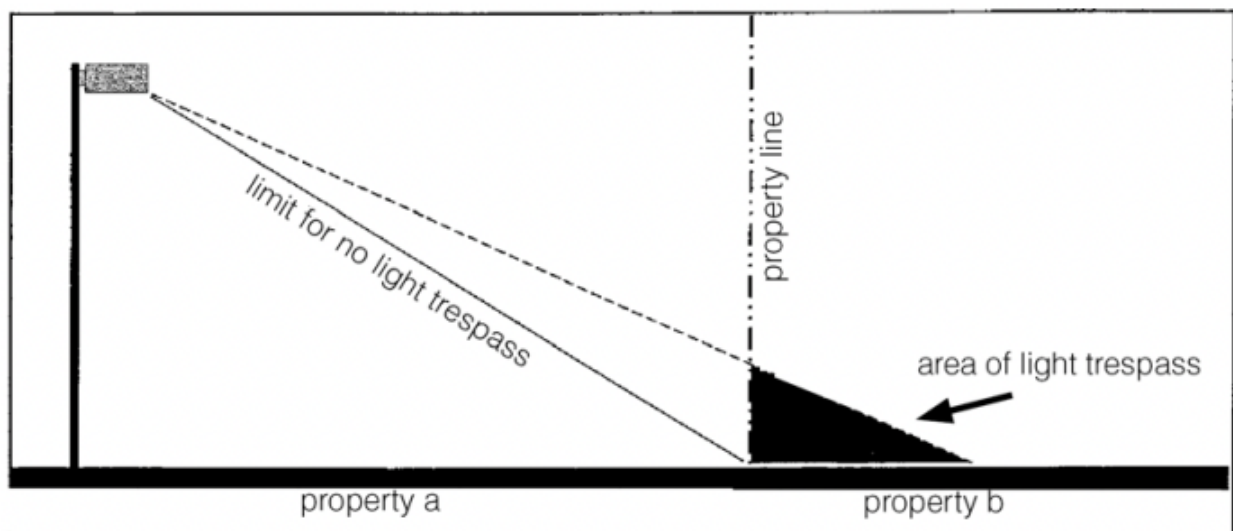
b. Individuals with visual impairments and organizations that primarily serve individuals with visual impairments (e.g. retirement communities, hospices, and hospitals) may use up to 4 times the illumination allowed by this section.

3. Light Color. Correlated color temperature of any exterior light source shall not exceed 3000 Kelvin.

EXAMPLE: Many light bulb manufacturers include correlated color temperature on packaging. Where packaging does not indicate light color in Kelvins, it is often indicated in descriptive terms. Lights with a “cool” quality typically exceed 3000 Kelvin in color temperature. Light bulbs that create a more “warm” tone are typically under 3000 K.

4. Light Trespass. ~~All lighting fixtures shall limit horizontal light levels such that no light falls onto the adjacent property as shown in the diagram below.~~ *No luminaire installed within Town limits shall create conditions of light trespass.*

The suggested replacement language here refers to the definition of “light trespass” added in Div. 9.5. The figure below would be struck and instead appear together with that definition.



5. Maximum Pole Height of Light Fixture.

Zone	Maximum Pole Height of Light Fixtures
DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1	18 feet

R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1	15 feet
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6. Controls. All nonresidential lighting fixtures shall employ automatic lighting controls that extinguish exterior lighting when sufficient daylight is available. Such controls include, but are not limited to: timers, wireless remote monitoring with turn on/off capabilities, photosensitive light controls, photoelectric switches, astronomic time switches or equivalent functions from a programmable lighting controller, building automation system or lighting energy management system, all with battery or similar backup power or device.

a. Exceptions:

~~i. Lighting required by Building Code~~

~~ii. Lighting necessary for public safety~~

iii. Lighting under canopies

~~iv. Lighting for tunnels, parking garages, garage entrances, and similar conditions.~~

7. Lighting Reduction. After 12:00 AM nonresidential sites shall extinguish or reduce their total exterior lighting by at least 30%.

a. Exceptions:

i. Motion activated lighting, *provided that the equipment is set and maintained such that light is extinguished within five (5) minutes of a triggering event.*

~~ii. Lighting required by Building Code~~

~~iii. Lighting necessary for public safety~~

Struck-out sentences in these subsections have been relocated to Applicability, and are hence redundant here. The language added to 7.i intends to enforce a reasonable limit to the amount of time that lighting controlled by motion sensors can remain activated after being triggered.

iv. Lighting governed by a conditional use permit in which times of operation are specifically identified

v. When the exterior lighting consists of only one luminaire

8. Publicly Owned Lighting.

This new subsection directly relates to IDA requirements that are core to IDSC eligibility.

- a. Warranting. New installations of outdoor lighting will only be installed on public properties and rights-of-way upon determination by the Town Manager that a public safety hazard exists in the area to be lit, and that the hazard can only be effectively mitigated through the use of outdoor lighting and not through some other passive means, such as reflectorized roadway paint or markers.

IDA requirement: *“A provision that clearly indicates where, when, and under what circumstances new publicly owned outdoor lighting, including street lighting, is warranted and will be permitted.”* (p. 5, item E.i)

- b. Curfew. All lighting not adaptively controlled must be fully extinguished by 11 P.M., or within one hour of the end of occupancy of the structure or area to be lit, whichever is later.
- c. Adaptive controlling. All new installations of outdoor lighting on public properties and rights of way must be regulated with adaptive controls such that the lighting of areas is restricted to times, places and amounts required for safe occupancy.

IDA requirement: *“A provision that requires that adaptive controls and/or curfews be employed in all future installations of public outdoor lighting.”* (p. 5, item E.ii) Because this is an and/or statement in the IDA guidelines, either item (b) or (c) above, alone, would suffice. We recommend enacting both provisions.

9. Outdoor sports lighting (OSL). The following provisions shall apply exclusively to facilities built to host outdoor athletic events.

This new subsection directly relates to IDA requirements that are core to IDSC eligibility.

- a. Purpose. Field lighting shall be provided exclusively for illumination of the surface of play and adjacent viewing stands, and not for any other application, such as lighting a parking lot.

IDA requirement: “*Field lighting is provided exclusively for illumination of the surface of play and viewing stands, and not for any other applications.*” (p. 6, item G.ii)

- b. Class of play. The design and installation of lighting for outdoor sports and similar activities shall follow the illuminance and uniformity guidelines of the IES according to the appropriate class of play.

IDA requirement: “*Illuminating Engineering Society (IES) lighting guidelines (RP-6) are followed according to the appropriate class of play.*” (p. 6, item G.i) A definition for “Illuminating Engineering Society” is suggested here in Div. 9.5.

- c. Shielding. OSL shall be exempt from the general shielding requirement of this section, although site plans must demonstrate that shielding is implemented to the greatest practical extent.

While not a strict IDA requirement, this language intends to make clear that partially shielded or unshielded lighting may be used when fully shielded designs are impractical, provided that every effort is made to reasonably shield luminaires.

- d. Illuminance levels. Illuminance levels provided by OSL systems shall be adjustable according to task, allowing for IES-recommended values during active play as well as for lower output during other times, such as when field maintenance is being actively performed.

IDA requirement: “*Illuminance levels must be adjustable based on the task (e.g., active play vs. field maintenance).*” (p. 6, item G.iii)

- e. Curfew. All OSL must be extinguished by 11 P.M. or within one hour of the end of active play, whichever is later. The OSL system shall be fitted with mechanical or electronic timers to prevent lights being left on accidentally overnight by enabling them to be automatically extinguished.

IDA requirement: “A strict curfew requirement (e.g., lights must be extinguished by 10pm/2200h or one hour after the end of play, whichever is later) is observed” (p. 6, item G.v) and “Timers must be installed to prevent lights being left on accidentally overnight by automatically extinguishing them.” (p. 6, item G.vi)

- f. Off-site impacts. Impacts of OSL to any other properties shall be limited to the greatest practical extent possible. The maintained vertical illuminance at the property line shall not exceed 1 foot-candle at any time.

IDA requirement: “Off-site impacts of the lighting will be limited to the greatest practical extent possible.” (p. 6, item G.iv)

C. Prohibited Lighting

The following lighting systems are prohibited from being installed or used.

1. Flickering or Flashing Lights. No flickering or flashing lights shall be permitted.
2. Searchlights. No searchlights, laser lights, aerial lasers, or holograms are permitted.
3. Strings of Lights. Strings or strands of lights used to highlight a sign, perimeter of a sign, or any portion of a building are not permitted, except for holiday-type decorative lighting displayed between November 1 and April 15. ~~Lighting in which any single luminaire exceeds 20,000 initial lumens.~~
4. *Lighting in which any single luminaire exceeds 20,000 initial lumens.*

The struck-out statement appears to have been intended as a separate item. It is restored to that position here.

D. Complex Uses

1. Complex uses such as ~~stadiums, ball diamonds, playing fields, outdoor rinks,~~ ski areas, ~~rodeo grounds,~~ special events, ~~tennis courts,~~ construction sites, parking structures, urban parks, theme and amusement parks, ornamental and architectural lighting of bridges, public monuments, statuary and public buildings, correctional facilities, and industrial sites all have unique requirements for nighttime visibility and often have limited hours of operation. They shall be exempted from the above standards of this Section, if the below standards are met or if their lighting has been approved via issuance of a Conditional Use Permit or Special Event Permit.

Struck-out language above refers to various types of outdoor sports lighting, which is covered under the language above suggested in §5.3.1(B)(9).

2. Maximum height. Exterior luminaires shall not exceed a maximum post height of 60 feet.

3. Fully Shielded. Each luminaire shall be fully shielded in either its orientation or by landscaping to prohibit glare and light trespass to adjacent residential property and must be installed and maintained with minimum aiming angles of 25 degrees downward from the horizontal.

4. Lights Extinguished. Lights shall be extinguished by 10:00 PM or at the conclusion of the event, whichever is later. Lighting is not allowed to remain on overnight. *Such lighting shall be fitted with mechanical or electronic timers to prevent lights being left on accidentally overnight by enabling them to be automatically extinguished.*

Suggested language here mirrors that in the new OSL section above such that complex uses involving lighting related to the occupation of the area being illuminated are fitted with equipment to ensure that lighting is shut off after events.

5. Maximum lumens. Overall site illumination for a complex use shall not exceed 6 lumens per square foot of site development, nor shall it exceed a total of 550,000 lumens.

5.6.1. Town Sign Standards

E. Sign Materials and Design

The following section describes the types of lighting and the criteria for lighting signs within the Town.

a. Exterior Lighting. Exterior lighting may be permitted, provided that the following criteria is satisfied:

i. Lights shall be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from, and does not cast glare or direct light upon any adjacent public right-of way, surrounding property, residential property or motorist's vision.

ii. At the Planning Director's discretion, any proposed external lighting application may be required to submit professional Engineering and/or Architect plans and photometric maps depicting the types of lighting to be used.

iii. All signs containing electrical wiring shall be subject to the provisions of the Electrical Code in place at that time and the electrical components shall bear the label of an approved testing agency. Said wiring components shall be submitted to the Electrical Inspector for review and approval.

iv. Light sources shall be extinguished completely after 11 P.M. or at the end of normal business hours, whichever is later, and remain off until one (1) hour before sunrise.

IDA requirement: "*Sign illumination shall be extinguished completely one (1) hour after sunset, and remain off until one (1) hour before sunrise.*" (p. 5, item F.ii). Note that IDA has interpreted this rule to take into account ordinary operating hours of businesses and allow signs to remain illuminated for wayfinding purposes up to one hour after the close of business, exempting establishments that are open to the public 24 hours a day. The proposed language here fits the current IDA interpretation.

v. The illuminated surface area of an individual sign shall not exceed 200 square feet.

IDA requirement: "*The luminous/illuminated surface area of an individual sign shall not exceed*

200 square feet (18.6 square meters)." (p. 6, item F.iii)

b. Internally Lighted. Internal lighting may be permitted, provided that the following criteria are satisfied:

i. The total surface area of the sign that emits lighting shall not exceed 15% of the overall surface of the sign. A two-sided freestanding sign shall be permitted 30% of total surface area of both sides of the sign.

ii. Plastics, polymers, acrylics, and like materials may be used for letters, with the exception of white plastics, provided that the plastic exceeds no more than 15% of the total surface area of the sign or 30% of a 2 sided sign.

iii. The proposed light source shall not be visible from the exterior of the sign, which shall include the back, edges, and sides.

iv. ~~Florescent~~ Fluorescent and/or neon lighting is not permitted as a source of internal lighting.

Corrects a spelling mistake.

v. Any proposed internally lighted sign application shall submit professional Engineering and/or Architect plans and photometric maps depicting the types of lighting to be used. The percentage of lighting, not to exceed 15%, shall be depicted on the plans.

vi. All signs containing electrical wiring shall be subject to the provisions of the Electrical Code in place at that time and the electrical components shall bear the label of an approved testing agency. Said wiring components shall be submitted to the Electrical Inspector for review and approval.

vii. Luminance levels during permitted operating hours shall not exceed 100 nits. For electronic displays, this figure is to be measured under conditions of a full white display.

IDA requirement: For internally illuminated signs, including electronic displays, “*luminance levels for operation between sunset and sunrise shall not exceed 100 nits (100 candelas per square meter) as measured under conditions of a full white display.*” (p. 5, item F.i)

viii. Light sources shall be extinguished completely after 11 P.M. or at the end of normal business hours, whichever is later, and remain off until one (1) hour before sunrise.

IDA requirement: “*Sign illumination shall be extinguished completely one (1) hour after sunset, and remain off until one (1) hour before sunrise.*” (p. 5, item F.ii). Note that IDA has interpreted this rule to take into account ordinary operating hours of businesses and allow signs to remain illuminated for wayfinding purposes up to one hour after the close of business, exempting establishments that are open to the public 24 hours a day. The proposed language here fits the current IDA interpretation.

ix. The luminous surface area of an individual sign shall not exceed 200 square feet.

IDA requirement: “*The luminous/illuminated surface area of an individual sign shall not exceed 200 square feet (18.6 square meters).*” (p. 6, item F.iii)

c. Backlit Signs. Backlit signs may be permitted, provided that the following criteria are satisfied:

i. Signs shall be lighted from a source mounted on the wall behind the proposed sign and shall not be visible through the sign. Lighting shall be visible only along the edges of the sign and light shall not extend more than 3 inches beyond the sign edges.

ii. ~~Florescent~~ **Fluorescent** and/or neon lighting is not permitted as a source for backlighting.

Corrects a spelling mistake.

iii. Plastics, polymers, acrylics, and like materials may be used for letters, with the exception of white plastics, provided that the plastic exceeds no more than 15% of the total surface area of the sign or 30% of a 2 sided sign.

iv. Any proposed backlit sign application shall submit professional Engineering and/or Architect plans and photometric maps depicting the types of lighting to be used.

v. All signs containing electrical wiring shall be subject to the provisions of the Electrical Code in place at that time and the electrical components shall bear the label of an approved testing agency. Said wiring components shall be submitted to the Electrical Inspector for review and approval.

vii. Light sources shall be extinguished completely after 11 P.M. or at the end of normal business hours, whichever is later, and remain off until one (1) hour before sunrise.

IDA requirement: *"Sign illumination shall be extinguished completely one (1) hour after sunset, and remain off until one (1) hour before sunrise."* (p. 5, item F.ii). Note that IDA has interpreted this rule to take into account ordinary operating hours of businesses and allow signs to remain illuminated for wayfinding purposes up to one hour after the close of business, exempting establishments that are open to the public 24 hours a day. The proposed language here fits the current IDA interpretation.

viii. The luminous surface area of an individual sign shall not exceed 200 square feet.

IDA requirement: *"The luminous/illuminated surface area of an individual sign shall not exceed 200 square feet (18.6 square meters)."* (p. 6, item F.iii)

Div. 9.5. ("Defined Terms")

Adaptive controls. Adaptive controls means mechanical or electronic devices, when used in the context of outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by such systems. Examples of adaptive controls include timers, dimmers and motion-sensing switches.

This definition is consistent with IDA's understanding of the language.

Backlit sign. A backlit sign is any sign or display, whether on- or off-premise, whose message or design is indicated by the use of

opaque materials situated in front of a luminous background as viewed by an observer. Sometimes referred to as a “reverse pan channel” sign.

Suggested to clearly differentiate between these signs and front-illuminated signs.

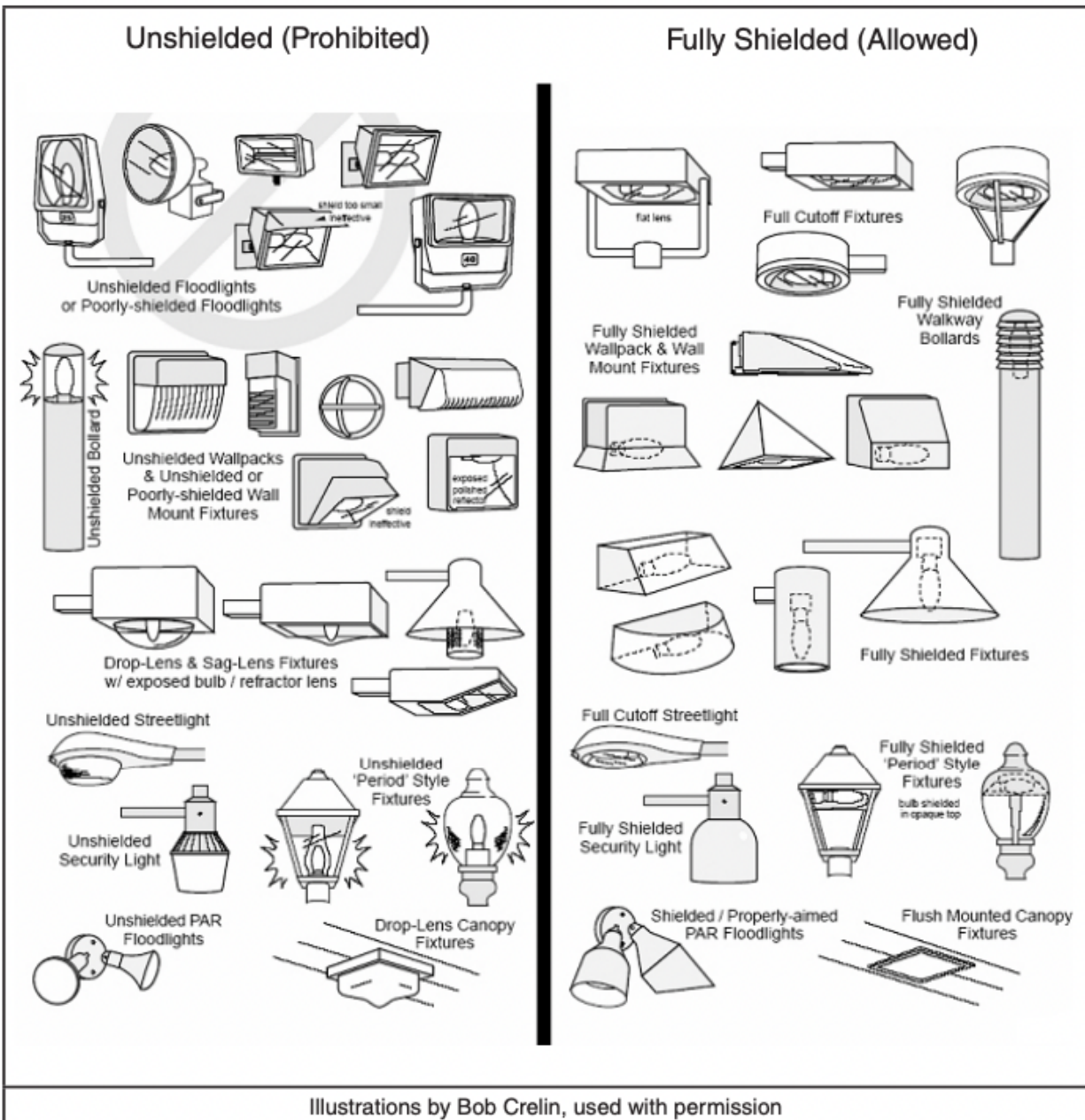
Correlated color temperature. Correlated color temperature indicates the ‘warmth’ or the ‘coolness’ of a light’s appearance (see image below). Color temperature is generally indicated on light bulb packaging. Specifically, correlated color temperature is defined as the absolute temperature of a blackbody radiator whose chromaticity most nearly resembles that of the light source.

Foot-candle. A foot-candle is a non-SI unit of illuminance or light intensity. The foot-candle is defined as the intensity of one lumen of light falling with uniform distribution on a surface with an area of one square foot.

This term appears in the existing definition of “Maximum Permitted Illumination” and in some text suggested in this redline, but it otherwise is not defined.

Fully Shielded. Fully shielded means an outdoor luminaire constructed so that in its installed position all of the light emitted by the luminaire is projected below the horizontal plane passing through the lowest light-emitting part of the luminaire. Examples of Unshielded (Prohibited) and Fully Shielded (Allowed) lights and luminaires limiting light to the horizontal plane are shown below.

Replaces the existing language in §5.3.1(B)(1) with a more precise definition, and moves the Crelin shielding diagram here, below.



Illuminating Engineering Society (IES). Illuminating Engineering Society or IES means an industry-supported, nonprofit learned society headquartered at 120 Wall Street, New York City, New York, recognized as an authoritative body on the science and application of lighting that publishes and promotes recommended practices for a variety of specific lighting applications.

Defines “Illuminating Engineering Society”, which is referenced in suggested new text in §5.3.1(B)(9)(b).

Initial lumens. The number of lumens of light emitted by a luminaire when the lamp is new, not accounting for any depreciation due to the age of the lamp or environmental conditions that may be detrimental to its performance.

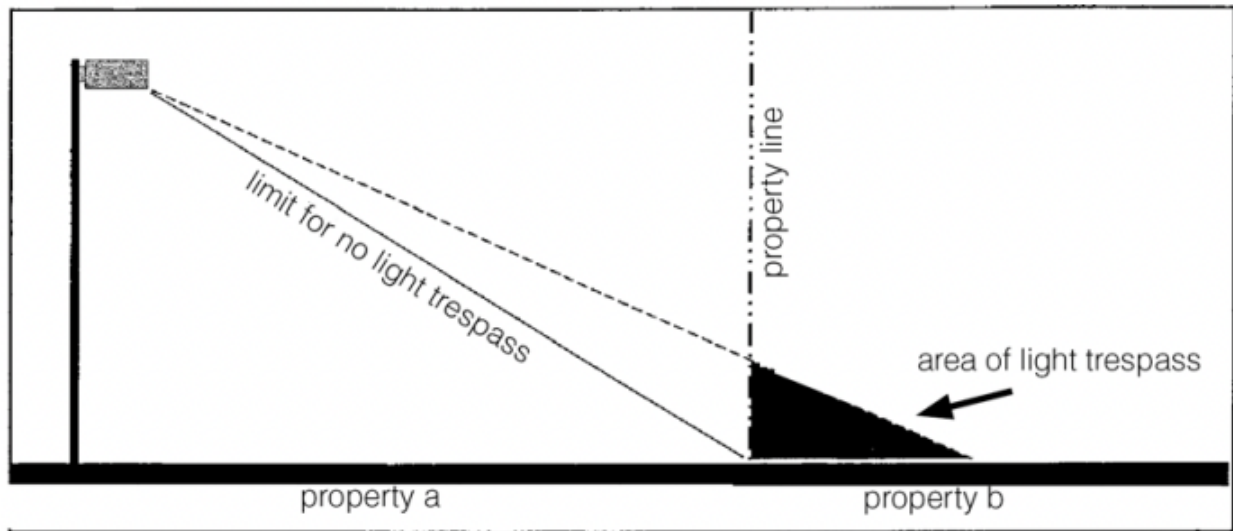
Added to match a change to the text in §5.3.1(B)(1), consistent with IDA requirements, and to refer to the number of lumens a lamp emits as referenced to conditions in which the lamp is new and not accounting for field losses due to aging equipment.

Internally illuminated. Internally illuminated refers to any sign or display, whether on- or off-premise, consisting of (1) translucent surfaces whose message is designed to be made visible by means of lamps or other light sources concealed with such surfaces; or (2) a sign whose content is made visible by means of luminous elements under active electronic control and therefore subject to alteration in order to vary the color, content and/or brightness of the message displayed.

Suggested to clarify the term and to account for the two main types of such signs: “cabinet”-type signs and electronic displays.

Light Trespass. Light trespass means a condition in which artificial light emitted from a luminaire on one property, not inclusive of light incidentally scattered or reflected from adjacent surfaces, is directed in such a manner that it is visible from any other property as indicated in the diagram below. For the purposes of this chapter, light trespass is declared to be a form of public nuisance.

Replaces and clarifies language in §5.3.1(B)(4). The accompanying diagram from that section is moved below.



Lumen. Lumen is a measure of light emission. Lumen measurements are commonly indicated on light bulb packaging. Specifically, a lumen is the amount of light emitted per second in a unit solid angle of one steradian from a uniform source of one candela.

Luminaire. Luminaire means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

Luminance. Luminance is the amount of light that passes through, is emitted, or reflected, from a particular area, and that falls within a given solid angle. Luminance is a measure of light emitted by or from a surface. The SI unit of luminance is candela per square meter (cd/m^2), also known as a "nit."

Defined here in order to properly explain added language in §5.6.1(E) that prescribes limits for the surface brightness of certain illuminated signs, and defines the unit of measurement (the "nit") used there.

Maximum Permitted Illumination. Maximum permitted illumination means the maximum illumination measured in footcandles at the street, side, and rear setbacks at ground level.

Net acre. A net acre is an acre of any land parcel that is developed, consisting of structures and/or hardscape. The net acreage of a parcel is the gross acreage of that parcel less any acres that are considered undeveloped.

Supports the suggested change in §5.3.1(B)(2) that ensures that undeveloped portions of land parcels do not receive credit toward site lighting limits and therefore prevents inappropriate over-lighting of parcels at night.

Suggested additional provisions

Elaborate on purposes of the ordinance

More specific findings of fact and statements of purpose in the preamble to §5.3.1 can help guide future interpretations of the statutory language. Suggestions include:

Findings of fact. The Jackson Town Council hereby finds and determines that:

- 1. The welfare and enjoyment of the Town is associated with its character, including its nighttime ambience;*
- 2. Preserving and protecting the night sky enhances the use and enjoyment of property through the use of appropriate lighting practices;*
- 3. The Town values the practice of energy conservation, and because of the Town's devotion to energy conservation, emphasis on responsible lighting practices is desired to decrease the human impact on the environment; and*
- 4. Lighting systems should be designed, constructed, and installed to:*
 - a. preserve the Town's existing character;*
 - b. minimize impacts on adjacent property owners;*
 - c. control glare and light trespass;*
 - d. conserve energy;*
 - e. maintain safety and security of people and wildlife; and*
 - f. maintain the view of the stars in the night sky.*

Purpose. The purposes of this Section are to:

- 1. Minimize light pollution and glare resulting from the use of outdoor lighting;*

2. *Protect residents from unwanted light that would enter homes and businesses at night;*
3. *Provide adequate light for the safe performance of outdoor tasks at night;*
4. *Enable planning for lighting at the design stage with appropriate design guidelines before lighting becomes a statutory nuisance;*
5. *Promote efficient and cost-effective lighting and to conserve energy;*
6. *Encourage preservation, to the greatest practical extent, of natural nighttime darkness;*
7. *Create environmentally sensitive nighttime conditions that include the ability to view the stars against a dark sky;*
8. *Prevent inappropriate, poorly designed or installed outdoor lighting; and*
9. *Encourage quality outdoor lighting design.*

Establishment of Lighting Zones (LZs)

(N.B.: if the Town elects to use Lighting Zones, other changes to existing provisions would be required to enable progressive lighting allowances by LZ.)

The use of Lighting Zones in municipal land use ordinances is becoming increasingly common as many users of such codes inherently understand the notion of zone-based allowances and prohibitions. Lighting Zones could be easily mapped to existing Town land-use zones, with final determinations left to the Planning Director or designee.

Establishment of Lighting Zones.

A. The Lighting Zones (LZs) shall be as follows:

1. *LZ0: No ambient lighting. Areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural environment. Human activity is subordinate in importance to nature. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting.*
2. *LZ1: Low ambient lighting. Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and*

convenience but it is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced as activity levels decline.

- 3. LZ2: Moderate ambient lighting. Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, lighting may be extinguished or reduced as activity levels decline.*

B. A parcel located in more than one of the described zones shall be subject to the requirements of the most restrictive zone.

Permitting of temporary lighting installations

Language is suggested here that, if enacted, would establish a clear process by which the Town would permit installations of lighting for temporary uses that (1) avoids a tendency for “temporary” installations to become permanent over time; and (2) ensures reasonable compliance with the LDRs to the greatest practical extent possible.

A. Lighting allowed by temporary exemption. Temporary lighting that does not conform to the provisions of this Section may be approved at the discretion of the Planning Director subject to submission of an acceptable Outdoor Lighting Permit.

B. Permit term and renewal. Permits issued shall be valid for no more than thirty (30) calendar days and subject to no more than one renewal, at the discretion of the Planning Director, for an additional thirty (30) calendar days.

C. Conversion to permanent status. Any lighting allowed through by permit that remains installed after sixty (60) calendar days from the issue date of the permit is declared permanent, and is immediately subject to all of the provisions of this Chapter.

D. Permit contents. A request for temporary exemption to any provision of this Chapter shall contain minimally the following listed information:

- 1. Specific exemptions requested;*
- 2. Previous temporary exemptions, if any;*

3. Duration of time requested exemption;
4. Type and use of exterior light involved;
5. Type and initial lumens of proposed lamps;
6. A plan with proposed luminaire locations; and
7. Manufacturer data sheets for proposed luminaires.

E. In addition to the above data, the Planning Director may request any additional information which would enable a reasonable evaluation of the request for temporary exemption.

Additional conditions triggering the replacement of existing non-conforming outdoor lighting

In addition to the language required by IDA that amortizes non-conforming lighting installations within ten years of the enactment date of the statute, it is now considered best practice to include other situations and circumstances that automatically trigger compliance while otherwise extending indefinite grandfather protection. These include items like changes of use, destruction of property, new construction or renovation of existing facilities, and more.

All legal non-conforming luminaires may continue to be used and maintained after the adoption of this Chapter, but shall be brought into compliance with its requirements upon the first to occur of any of the following:

- a. An application for a Town Planning Department design review, conditional use, subdivision permit, or building permit;*
- b. A change of use of the property;*
- c. Any renovation to the property equal to or exceeding twenty (20) percent of its assessed value;*
- d. More than fifty (50) percent of the total appraised value of a structure, as determined from the records of the county's appraisal district, is destroyed;*
- e. A determination by the Planning Director that the legal non-conforming luminaire constitutes a public hazard or nuisance;*

- f. A certificate of occupancy is issued for a property previously determined by the Planning Director to be abandoned for at least six (6) months;*
- g. The replacement of any legal non-conforming luminaire with new lighting equipment, not inclusive of lamps or similar consumable parts; or*
- h. Ten (10) years after the effective date of this section.*

It's my understanding that fee waivers are granted for proposed land development regulation text amendments are in the general public interest. Such is the case with our proposed amendments to the current exterior lighting standard and sign standard. The proposed amendments will result in benefits to our entire community in the following ways:

1. They will make our community a safer place for wildlife, pedestrians, and for commuters. By reducing and eliminating glare from lights along roadways, it will be easier for commuters to see pedestrians and wildlife crossing roadways. That reduced glare will also make it easier for wildlife to safely cross roadways.
2. The proposed amendments will make our ecological community healthier by reducing skyward facing lights at night. Artificial light at night has been shown to have detrimental effects on the populations of migratory bird species, several species of bats, large and small terrestrial mammals, as well as for insects and even plants. Less light pollution means a healthier ecosystem.
3. The proposed amendments will provide better protection to one piece of our community character, namely dark night skies, which are highlighted in the comprehensive plan and the scenic standards of the town and County LDRs. In the past, across the country, dark night skies have been one of the most commonly overlooked natural resources, but those days are over. Today, they are more commonly seen as the National Parks above our heads.
4. The proposed amendments will create a stronger appeal to visit Jackson, particularly in the shoulder seasons, by creating the opportunity for Teton County to be recognized as a Dark Sky Community.
5. The proposed amendments will over time save our community money and will reduce energy consumption. Properly shielded lights with adaptive controls consume fewer watts to illuminate the ground beneath them at the required times.

Town of Jackson
Project Plan Review History
PLANNING

Project Number P22-015 **Applied** 1/25/2022 **AL**
Project Name LDR Text Amend - Exterior Lighting & Sign **Approved**
Type LAND USE PERMITS **Closed**
Subtype TEXT AMENDMENT **Expired**
Status STAFF REVIEW **Status**

Applicant Wyoming Stargazing - Samuel Singer

Owner

Site Address

City

State

Zip

Engineering /Capital/Streets/P22-015

Subdivision

Parcel No

General Plan

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes					
Legal	<none>	1/25/2022	2/16/2022	2/25/2022	
Lea Colasuonno					

Parks and Rec APPROVED W/CONDITI 5/16/2022 5/16/2022
 Steve Ashworth
 (5/16/2022 9:49 AM TV)

We are generally comfortable with the language that they are suggesting. Our policy is that lights are to be off by 11:00 already. We would need to have the ability for exemption per special event permit. For example the cancer walk that takes place once a year is a 24 hour event and governed by special event permit. As per the standards for lighting, All new sports lights are dark sky compliant LED lights and meet the standard they suggest. We would need to grandfather existing facilities, and apply the new standards to new or replacement systems. Lastly, the comment regarding class of play may be difficult. Our facilities are multi-purpose, therefore they are designed for High school and Recreational Competitive play. We often have other uses that may need less illumination on the field but must design for the highest use for safety.

Thanks, Steve Ashworth

Planning 1/25/2022 2/16/2022
 Tyler Valentine

Police APPROVED W/CONDITI 2/2/2022 2/16/2022 4/14/2022 No concerns
 Michelle Weber

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes (4/14/2022 1:59 PM TV) I support Adaptive Controlling but do not support the curfew language. Do I think the LED's need to be on all night over at public works? No. Do I think the LED's need to be on all night at Town Hall? No Do I think the LED's need to be on the Elk Antler Arches all night? No, I support the way they are now. They turn off at 2am Consistent with when the bars close. Do I think the LED's need to be on the Parking Structure? Yes ... this is a high traffic area 24/7. And particularly at night, we would want it lit for safety reasons when employees are walking to their cars late at night. Do I think the street-lights that line Broadway need to be on at night? Absolutely. I have data, however since the installation of those lights I would wager that our vehicle vs. deer collision have dropped significantly. It also makes it safer to walk the dark stretch of Broadway between the Centennial Building and the Virginian. Some of our worst car vs. pedestrian accidents have occurred on Broadway/S. Hwy 89 where the lighting is very low. The two that come to mind occurred at approximately 5am when people were headed to work. It was pitch black and the drivers did not see the pedestrian/bicyclist. Here is a study that says street lights reduce crime: https://urbanlabs.uchicago.edu/attachments/e95d751f7d91d0bcfeb209ddf6adcb4296868c12/store/cca92342e666b1ffb1c15be63b484e9b9687b57249dce44ad55ea92b1ec0/lights_04242016.pdf I like the adaptive controls idea, but I don't like the curfew since it is a bright line rule. My thoughts, thanks! Public Works Scott Mohror					
		5/10/2022			
..... Public Works Scott Mohror	APPROVED W/CONDITI	1/25/2022	2/16/2022	2/21/2022	See Comments

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
Tyler –					
Public Works has provided our comments regarding the exterior lighting standard text amendment. For clarification, we do not recommend amortizing our light inventory at this time. As we install new lights and/or replace old lights we do so with dark sky compliant fixtures.					
Please let us know if you need any further information.					
Thank you,					
Brian Lenz, PE					
Town Engineer					

(2/21/2022 10:21 AM SM)
 PLANNING PERMIT APPLICATION – ENGINEER REVIEW COMMENTS

P21-015 Land Development Regulation Amendment
 ADDRESS: TETON COUNTY / TOWN OF JACKSON
 AGENT: SAMUEL SINGER
 APPLICANT: WYOMING STARGAZING

2/7/2022
 Scott Mohror, (307) 733-3079

DATE OF SUBMITTAL: 01/25/2022
 DATE OF MATERIALS: 01/25/2022
 REVISION NO.: 00

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

PURPOSE:
 Propose LDR amendments to exterior lighting standards and Town sign standards in order to make the Town of Jackson eligible for accreditation as an International Dark Sky Community (IDSC) by the International Dark Sky Association (IDA).

ENGINEER REVIEW COMMENTS:

1. Add the following definitions to Div. 9.5: “adaptive controls”, backlit sign”, “foot-candle”, “fully shielded”...

ENGINEER RESPONSE:

Fully shielded is defined in their proposed definitions. In layman’s terms, fully shielded prohibits light going up. Has nothing to do with adding side shields.

2. Clarify that lumens restriction in 5.3.1(B)(1) refers to initial lumens.

ENGINEER RESPONSE:

Fully shielded is required if “initial output exceeds 600 lumens”. Looking at the technical and specification sheets on the IDA certified King luminaire, Initial lumens are not listed on either sheet. How do you approve during the submittal approval process? Granted our street lights well exceed the 600 lumens limit which requires being fully shielded.

10. Add additional language to the exemptions in 5.3.1(A)(1)...

ENGINEER RESPONSE:

5.3.1(A)(1)h.Lighting employed during repairs of roads, utilities, and similar infrastructure, including unshielded lighting...such that the resulting glare is not directed toward any roadway or highway. With utilities under our streets/highways, this language would be difficult to abide to.

12. Add a subsection to 5.3.1(A) requiring the amortization of non-conforming lighting installations withinten years...

ENGINEER RESPONSE:

Do we know how many non-conforming lights are in service? ToJ will need to budget for the number. Lighting on the highway would be WYDOT’s responsibility to bring into conformance?

13. Replace the existing language on light trespass in 5.3.1(B)(4)...

ENGINEER RESPONSE:

Been discussing with our streetlighting supplier if there is a way to show the light distribution area on the ground. It is a very difficult process, and he was not able to develop a model with his software. Approval of a light during the submittal process would have to be contingent on light trespass after installation.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
18.					Add a policy governing the use of publicly owned lighting (i.e. lighting in public rights-of-way) establishing installation warranting, curfews, and the use of adaptive lighting controls.
ENGINEER RESPONSE:					
					Warranting. Should the language state “by the Planning Director” rather than “by the Town Manager”?
					Curfew. Will this affect the fair when in town or would this be exempt somewhere? That is just one example that I can think of. The library parking lot follows this. Lights turn back on at 5:30 AM.
					Adaptive lighting controls. For our Rancher project we are implementing Bluetooth technology to control the lights. We will be able to manage all those lights as a group and not individually.
					We also looked at manual controls that each light would have. You could preset prior to installation but if changes need to be made, that will require accessing the control in the fixture to adjust.
					Another type of control out there is creating a network for all the lights and control of the lights can be accomplished at your desktop.
					Should the Town implement amortization of their non-conforming lights, this technology may make sense in the long run. One thing about technology, it is expensive and always changing.
5.3.1.B.(2)(b)					provides for individuals with visual impairments and organizations may use up to 4 times the illumination allowed by this section.
ENGINEER RESPONSE:					
					Does this mean if there is a residential neighborhood with a visually impaired resident they can petition for more lighting? If so, what criteria would ToJ have to agree or disagree with a petition of being visually impaired?
5.3.1.C.(2)					Searchlights. No searchlights, laser lights, aerial lasers...
ENGINEER RESPONSE:					
					Prohibit these or make them exceptions for special occasions? EMS may need to utilize searchlights occasionally. The Dog Sled race used a large digital sign (electronic message center) at the beginning of the race.
5.6.1.E(a)(ii)					would require professional engineering and/or architectural plans and photometric maps...
ENGINEER RESPONSE:					
					What parameters do we set/use for submittal review on what the photometric maps are indicating?
5.6.1.E(b)(vii)					luminance levels during permitted operating hours shall not exceed 100 nits.
ENGINEER RESPONSE:					
					I have not investigated illuminated sign submittals. Would this requirement be listed on a technical or specification cut sheet?
Div. 9.5 (Defined Terms)					
ENGINEER RESPONSE:					
					Adaptive controls. Motion-sensing switches are listed as a means to control. These can be quite problematic. Not sure IDA would allow omitting them from the definition or not.
					Maximum Permitted Illumination. Measured in footcandles at the street. During the submittal review Planning would be limited to technical and specification cut sheets to approve. Verification would need to be contingent on field measurements at the street.
Permitting of temporary lighting installations					
D. (7.)					Manufacturer data sheets for proposed luminaires.
ENGINEER RESPONSE:					
					We have several data sheets for street luminaires that do not provide all the compliance information required for approval.

ORDINANCE 1317

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 15, 89, 111, 115, 150, 162, 182 (PART), 294, 295, 590, 594, 610, 612, 635, 639, 725, 750, 797, 820, 822, 874 THROUGH 877, 950, 1014, 1064 THROUGH 1066, 1104 THROUGH 1106, 1177 AND 1200; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 111, 115, 150, 162, 335, 433, 878 AND 879; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 111, 115, 150, 162, AND 879; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 14, 111, 115, 150, AND 162; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 150 AND 162; SECTION 6 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 14, 150, AND 162; SECTION 8 OF TOWN OF JACKSON ORDINANCE NOS. 14 AND 162; SECTIONS 9 AND 10 OF TOWN OF JACKSON ORDINANCE NOS. 162 AND 289; SECTIONS 11 THROUGH 15, 18 THROUGH 20, 22, 24, AND 26 THROUGH 31 OF TOWN OF JACKSON ORDINANCE NO. 162; SECTIONS 13 AND 14 OF TOWN OF JACKSON ORDINANCE NO. 289; AND SECTIONS 9.04.010 THROUGH 9.68.040 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PUBLIC, MORALS AND WELFARE.

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. 15, 89, 111, 115, 150, 162, 182 (part), 294, 295, 590, 594, 610, 612, 635, 639, 725, 750, 797, 820, 822, 874 through 877, 950, 1014, 1064 through 1066, 1104 through 1106, 1177 and 1200; Section 2 of Town of Jackson Ordinance Nos. 111, 115, 150, 162, 335, 433, 878 and 879; Section 3 of Town of Jackson Ordinance Nos. 111, 115, 150, 162, and 879; Section 4 of Town of Jackson Ordinance Nos. 14, 111, 115, 150, and 162; Section 5 of Town of Jackson Ordinance Nos. 150 and 162; Section 6 of Town of Jackson Ordinance No. 131; Section 7 of Town of Jackson Ordinance Nos. 14, 150, and 162; Section 8 of Town of Jackson Ordinance Nos. 14 and 162; Sections 9 and 10 of Town of Jackson Ordinance Nos. 162 and 289; Sections 11 through 15, 18 through 20, 22, 24, and 26 through 31 of Town of Jackson Ordinance Nos. 162; Sections 13 and 14 Town of Jackson Ordinance No. 289; and Sections 9.04.010 through 9.68.040 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows: **Exhibit A**, copies of which are on file in the office of the Town Clerk and on the Town of Jackson website and available for inspection.

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 2nd DAY OF MAY 2022.

PASSED 2ND READING THE 16th DAY OF MAY 2022.

PASSED AND APPROVED THE 6th DAY OF JUNE 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2022. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

TITLE 9 PUBLIC PEACE, MORALS AND WELFARE

Chapters:

- 9.04 OBSTRUCTING POLICE AND FIRE DEPARTMENTS
- 9.08 EMERGENCY REGULATIONS FOR MOB ACTION OR CIVIL DISOBEDIENCE Repealed.
(Ord. _____ § ____, 2022)
- 9.12 ACTIONS FOR VIOLATIONS OF ORDINANCES Repealed. (Ord. _____ § ____, 2022)
- 9.16 ASSAULT AND BATTERY - AFFRAY – UNLAWFUL CONTACT OR TOUCHING – PROVOCATION
- 9.20 LARCENY AND SHOPLIFTING
- 9.24 SLANDER Repealed. (Ord. 1107 § 1, 2016)
- 9.26 ILLEGAL DISCRIMINATION
- 9.28 INDECENCY AND IMMORALITY
- 9.32 GAMBLING Repealed. (Ord. _____ § ____, 2022)
- 9.34 CRUELTY TO ANIMALS
- 9.36 INTOXICATION
- 9.40 DISORDERLY CONDUCT
- 9.44 EXCESSIVE NOISE
- 9.48 VAGRANCY Repealed. (Ord. 1060, § 1, 2014)
- 9.50 MARIJUANA USE
- 9.52 INJURY TO OR DESTRUCTION OF PROPERTY
- 9.54 UNLAWFUL REMOVAL OR DESTRUCTION OF NEWSPAPERS
- 9.56 TRESPASS--UNAUTHORIZED ACCESS TO UTILITIES
- 9.60 CONSUMER PROTECTION (Reserved)
- 9.64 CONTRIBUTING TO DELINQUENCY--USE OF LIQUOR/TOBACCO OR NICOTINE
- 9.68 POSSESSION OR USE OF WEAPONS

Chapter 9.04
OBSTRUCTING POLICE AND FIRE DEPARTMENTS

Sections:

- 9.04.010 Bringing weapons, tools or intoxicating drinks in jail.** Repealed. (Ord. ____ § ____, 2022)
- 9.04.020 Impersonating officers.** Repealed. (Ord. ____ § ____, 2022)
- 9.04.030 False alarms.** Repealed. (Ord. ____ § ____, 2022)
- 9.04.040 False record of crime.**
- 9.04.050 Interference with Police Department.**
- 9.04.060 Aiding prisoners to escape.** Repealed. (Ord. ____ § ____, 2022)
- 9.04.070 Following fire apparatus and/or driving over fire hose.** Repealed. (Ord. ____ § ____, 2022)

9.04.010 Bringing weapons, tools or intoxicating drinks in jail. (Repealed).
(Ord. ____ § ____, 2022; Ord. 289 § 9, 1982; Ord. 14 § 7, 1926.)

9.04.020 Impersonating officers. (Repealed)
(Ord. ____ § ____, 2022; Ord. 289 § 10, 1982; Ord. 15 § 1, 1926.)

9.04.030 False alarms. (Repealed)
(Ord. ____ § ____, 2022; Ord. 162 § 26, 1973.)

9.04.040 False record of crime.
A. It is unlawful for any person to make, or file with, the police department of the Town any false, misleading, or deceptive statement or report concerning the commission or alleged commission of any crime, or of the existence of an emergency occurring within the Town.
(Ord. ____ § ____, 2022; Ord. 162 § 27, 1973.)

9.04.050 Interference with police.
A. Interference or Resisting Officer. It is unlawful for any person to obstruct, impede, interfere with, or resist any peace officer, while the officer is engaged in the lawful performance of their official duties.
B. Escape. It is unlawful for any person to escape or attempt to escape from the official custody of a peace officer or to assist or attempt to assist in the escape of any person from the official custody of a peace officer.
C. Cruelty to or Interference with Official Animals. It is unlawful for any person to knowingly torture, torment, tease, beat, kick, strike, mutilate, or injure any official animal or to interfere with or meddle with the lawful performance of an official animal. For the purposes of this section, an official animal includes any certified police dog, police horse, fire dog, or search and rescue dog.
(Ord. ____ § ____, 2022; Ord. 295 § 1, 1982; Ord. 162 § 28, 1973.)

9.04.060 Aiding prisoners to escape. (Repealed)
(Ord. ____ § ____, 2022; Ord. 1104 § 1, 2016; Ord. 162 § 31, 1973.)

9.04.070 Following fire apparatus and/or driving over fire hose. (Repealed)
(Ord. ____ § ____, 2022; Ord. 162 § 29, 1973.)

Chapter 9.08
EMERGENCY REGULATIONS FOR MOB ACTION OR CIVIL DISOBEDIENCE

Repealed
(Ord. _____ § _____, 2022; Ord. 115 §§ 1-4, 1968)

Chapter 9.12
ACTIONS FOR VIOLATIONS OF ORDINANCES

Repealed
(Ord. 871 § 1, 2008; Ord. 162 §§ 32-38, 1973)

Chapter 9.16
ASSAULT AND BATTERY - AFFRAY –
UNLAWFUL CONTACT OR TOUCHING - PROVOCATION

Sections:

9.16.010 Assault.

9.16.020 Battery.

9.16.025 Unlawful Contact or Touching.

9.16.030 Affray.

9.16.040 Criminal provocation. Repealed. (Ord. _____ § ____, 2022)

9.16.010 Assault.

It is unlawful for any person, having the present ability to do so, to attempt to cause bodily injury to another person by use of physical force.

(Ord. _____ § ____, 2022; Ord. 1105 § 1, 2016; Ord. 162 § 1, 1973.)

9.16.020 Battery.

It is unlawful for any person to intentionally, knowingly, or recklessly cause bodily injury to another person by use of physical force.

(Ord. _____ § ____, 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973.)

9.16.025 Unlawful Contact or Touching.

A. It is unlawful for any person to:

1. touch another person in a rude, insolent, or angry manner without intentionally using sufficient physical force to cause bodily injury to another; or
2. recklessly cause bodily injury to another person.

(Ord. _____ § ____, 2022; Ord. 1105 § 1, 2016; Ord. 162 § 2, 1973.)

9.16.030 Affray.

It is unlawful for any person to physically fight by agreement with one or more persons in a public place. This section shall not apply to active participants of organized sporting events.

(Ord. _____ § ____, 2022; Ord. 1105 § 1, 2016; Ord. 162 § 3, 1973.)

9.16.040 Criminal provocation. (Repealed)

(Ord. _____ § ____, 2022; Ord. 1105 § 1, 2016; Ord. 162 § 4, 1973.)

Chapter 9.20
LARCENY AND SHOPLIFTING

Sections:

9.20.010 Petit larceny. Repealed. (Ord. _____ § ____, 2022)

9.20.015 Theft

9.20.020 Receiving stolen goods. Repealed. (Ord. _____ § ____, 2022)

9.20.030 Taking and using property without consent of owner. Repealed. (Ord. _____ § ____, 2022)

9.20.040 Shoplifting--Defined.

9.20.050 Shoplifting--Reasonable detention and interrogation of person suspected.

9.20.060 Shoplifting--Reasonable detention defense against action brought by person detained.

Repealed. (Ord. _____ § ____, 2022)

9.20.070 Shoplifting--Penalty. Repealed. (Ord. _____ § ____, 2022)

9.20.080 Buying, selling, possessing or concealing articles which have identifying marks removed.

Repealed. (Ord. _____ § ____, 2022)

9.20.010 Petit larceny (Repealed).

(Ord. _____ § ____, 2022; Ord. 874 § 1, 2008; Ord. 725 § 1, 2003; Ord. 162 § 12, 1973.)

9.20.015 Theft

A. It is unlawful for any person to knowingly take or exercise unauthorized control over or make an unauthorized transfer of an interest in the property of another person with the intent to deprive the other person of the property.

B. For the purposes of this section, the value of the property shall be less than \$1000.

(Ord. _____ § ____, 2022.)

9.20.020 Receiving stolen goods. (Repealed)

(Ord. _____ § ____, 2022; Ord. 162 § 13, 1973.)

9.20.030 Taking and using property without consent of owner. (Repealed).

(Ord. _____ § ____, 2022; Ord. 162 § 14, 1973.)

9.20.040 Shoplifting--defined.

It is unlawful for any person to willfully conceal or willfully take possession of any goods offered for sale by a wholesale or retail store or other mercantile establishment, without the knowledge or consent of the owner and with intent to convert the goods to his own use without paying the purchase price.

(Ord. _____ § ____, 2022; Ord. 111 § 1, 1968.)

9.20.050 Shoplifting--Reasonable detention and interrogation of person suspected of shoplifting; defense in civil or criminal action.

A. Any merchant or an employee thereof who has reasonable suspicion to believe a person committed the crime of shoplifting, as defined in Section 9.20.040, and immediately reports the suspected shoplifting to the police department, may detain such person in a reasonable manner and for a reasonable time. If a peace officer does not arrive within a reasonable time, then the person shall be released. Any peace officer who responds and has reasonable suspicion to believe a person has committed the crime of shoplifting may further detain and question the person in regard to the suspected violation in a reasonable manner, for a reasonable time, and in accordance with the person's constitutional rights.

- B. In a civil or criminal action based upon a detention or interrogation pursuant to this section, it is a defense that the peace officer, merchant, or merchant's employee had reasonable cause to believe the person committed the offense of shoplifting, as defined in Section 9.20.040, and that the detention or interrogation were conducted in a reasonable manner, for a reasonable time from the initial detention of the person, and in accordance with the person's constitutional rights.

(Ord. ____ § ____, 2022; Ord. 111 § 2, 1968.)

9.20.060 Shoplifting--Reasonable detention defense against action brought by person detained. (Repealed).

(Ord. ____ § ____, 2022; Ord. 111 § 3, 1968.)

9.20.070 Shoplifting--Penalty. (Repealed)

(Ord. ____ § ____, 2022; Ord. 111 § 4, 1968.)

9.20.080 Buying, selling, possessing or concealing articles which have identifying marks removed. (Repealed)

(Ord. ____ § ____, 2022; Ord. 294 § 1, 1982.)

Chapter 9.24
SLANDER

Repealed
(Ord. 1107 § 1, 2016; Ord. 162 § 17, 1973.)

Chapter 9.26
ILLEGAL DISCRIMINATION

Sections:

- 9.26.010 Legislative findings.
- 9.26.020 Declaration of policy, purpose and intent.
- 9.26.030 Definitions.
- 9.26.040 Employment discrimination prohibited. Repealed. (Ord. _____ § ____, 2022)
- 9.26.050 Places of public accommodation; discrimination prohibited.
- 9.26.060 Housing; discrimination prohibited.
- 9.26.070 Other prohibited acts.
- 9.26.080 Retaliation.
- 9.26.090 Discriminatory effects.
- 9.26.100 Exceptions.
- 9.26.110 First amendment rights.
- 9.26.120 Violation and remedy.
- 9.26.130 Repealed.

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities.
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town.
- C. Discrimination and discriminatory practices based on sexual orientation or gender identity or expression inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town.
- D. Discrimination disturbs or jeopardizes the public health, safety and welfare of the Town.
- E. While the vast majority of housing providers and places of public accommodation within the Town do not discriminate on the basis of actual or perceived sexual orientation and gender identity or expression, the town has received public testimony and written complaints reporting instances of discrimination.
- F. Although state and federal laws have been enacted to eliminate discrimination in housing, and public accommodations, the town finds that existing state and federal laws do not adequately address all discriminatory acts reported by the town's diverse residents, including lesbian, gay, bisexual, and transgender individuals that have not attained equal opportunity in housing and public accommodations. A barrier to the advancement of lesbian, gay, bisexual, and transgender individuals in their personal and professional lives within the Town is the potential discriminatory practices of providers of public accommodations and housing on the basis of actual or perceived sexual orientation and gender identity or expression, and thus the Town deems it necessary to adopt local regulations adapted to the needs of its citizens.
- G. Discrimination on the basis of actual or perceived sexual orientation and gender identity or expression impacts all citizens who may be lesbian, gay, bisexual, or transgender, because it limits the ability to fully and freely identify themselves as they seek housing and the services and products provided by public accommodations.
- H. Discrimination in housing makes it difficult for persons addressed in this chapter to find housing in close proximity to urban services, educational facilities, in price ranges that are within their earning ability, and may cause citizens to seek housing outside the Town.

- I. Discrimination in places of public accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the town and may cause citizens to seek public accommodations outside the Town.
- J. Discrimination must be prohibited in order to protect the health, safety and welfare of the town and to ensure the basic human rights of members of groups that have historically been subject to discrimination, including the right of such group members to live in peace where they wish.
- K. Prohibition of discrimination will attract new residents and businesses to the town, will encourage visitors and tourists to the town, and is necessary to raise and maximize revenue for the Town.
- L. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate discrimination.

9.26.020 Declaration of policy, purpose and intent.

- A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming, to be free from discrimination in housing and public accommodations, and for it to be contrary to the policy of the town and unlawful to discriminate against any person because of sexual orientation or gender identity or expression in places of housing and public accommodation. It is also declared to be unlawful to retaliate against any person for making a complaint or assisting in an investigation or proceeding as set forth in this chapter.
- B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no person shall be denied his or her civil rights or discriminated against based upon his or her actual or perceived sexual orientation or gender identity or expression, as more specifically set out in this chapter.
- C. Consistent with the findings of the Town Council, and incorporating those findings, the ordinance from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such discrimination in order to, without limitation, encourage the economic growth of the town, raise revenue for the town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the town, provide for the health, safety and welfare of the town, and to generally encourage the growth and economic expansion of the town, and the ability of its residents to fully participate in the cultural, social and economic life of the town.

9.26.030 Definitions.

- A. As used in this chapter, the following definitions apply:
 - 1. *Discrimination, discriminate or discriminatory*: Any act, policy or practice that has the effect of unfavorably subjecting any person to different or separate treatment because of his or her actual or perceived sexual orientation, gender identity or expression, or association with a person or group of people so identified, or on the belief that a person has a particular sexual orientation or gender identity or expression, even if that belief is incorrect.
 - 2. *Gender identity or expression*: An actual or perceived gender-related identity, expression, or behavior, regardless of the individual's sex at birth.
 - 3. *Housing facility or housing accommodation*: A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.
 - 4. *Perceived*: Refers to the perception of the actor, and not to the perception of the person for or against whom the action is taken.
 - 5. *Person*: A natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.
 - 6. *Public accommodation*:

- a. The term "public accommodation" means a place, including the town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.
- b. The term "public accommodation" does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if
 - i. It has more than 100 members;
 - ii. Provides regular meal service; and
 - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business.

For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

7. *Sexual orientation*: Actual or perceived heterosexuality, bisexuality, or homosexuality.

9.26.040 Employment discrimination prohibited. (Repealed)

9.26.050 Places of public accommodation; discrimination prohibited.

- A. All persons of good deportment are entitled to the full and equal enjoyment of all public accommodations, including accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public, including Town facilities and services, without any distinction, discrimination or restriction on account of sexual orientation or gender identity or expression.

9.26.060 Housing; discrimination prohibited.

It shall be unlawful for any person, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to discriminate on the account of sexual orientation or gender identity or expression in the sale, lease or rental of any housing facility, or to otherwise discriminate in the terms, conditions, maintenance, improvement, or repair of any housing facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section, provided that the owner rents no more than two sleeping rooms within the residence.

9.26.070 Other prohibited acts.

- A. No person shall adopt, enforce or employ any policy or requirement, sign or notice which discriminates or indicates discrimination in providing housing or public accommodations.
- B. No person shall discriminate in the publication or distribution of advertising material, information or solicitation regarding housing or public accommodations.
- C. No agent, broker, labor union, employment agency or any other intermediary shall discriminate in making referrals, listings or providing information with regard to housing or public accommodations.
- D. No person shall conspire with, assist or coerce another person to discriminate in any manner prohibited by this chapter.

9.26.080 Retaliation.

No person shall coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another

person for opposing any practices prohibited by this chapter, or making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this chapter; nor shall any person require, request, conspire with, assist, or coerce another person to coerce, threaten, discharge, expel, blacklist or to retaliate against a person for making a complaint or assisting in an investigation or proceeding.

9.26.090 Discriminatory effects.

No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived sexual orientation or gender identity or expression, for an individual to obtain housing or public accommodations.

9.26.100 Exceptions.

- A. Notwithstanding anything contained in this chapter, the following practices shall not be violations of this chapter:
 - 1. For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to individuals of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to individuals of that denomination.
 - 2. For the owner of an owner-occupied one-family or two-family dwelling, or a housing facility or public accommodation facility, respectively, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
 - 3. To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to individuals who are of low income, over 55 years of age or disabled, in circumstances in which such limitations are appropriately designated.
 - 4. To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment for groups, including, but not limited to, minorities and women, where allowed or required by law.
 - 5. To refuse to enter a contract with an unemancipated minor.
 - 6. To refuse to admit to a place of public accommodation serving alcoholic beverages an individual under the legal age for purchasing alcoholic beverages.
 - 7. To refuse to admit individuals under 18 years of age to a business providing entertainment or selling literature which the operator of said business deems unsuitable for minors.
 - 8. For an educational institution to limit the use of its facilities to those affiliated with such institution.
 - 9. To provide discounts on products and services to students, minors and senior citizens.
 - 10. To discriminate in any arrangement for the sharing of a dwelling unit by an individual who is sharing the unit.
- B. Nothing herein shall be construed to prohibit any affirmative action laws passed by any level of government. Preferential treatment of or benefits conferred on any of the classes protected from discrimination under this chapter are permissible to the extent allowed by law.

9.26.110 First amendment rights.

This chapter fully acknowledges all rights guaranteed by the First Amendment of the United States Constitution.

9.26.120 Violation and remedy.

A. *Procedure for filing complaints.*

- 1. Any person who claims an unlawful housing practice or an unlawful public accommodation practice occurred to them subject to the Town's jurisdiction under this chapter may file a

complaint with the Town Manager or a designee. A complaint must be filed within 90 calendar days after an alleged violation under this chapter has occurred.

2. A complaint must be in writing, made under oath or affirmation, and contain the following information:
 - a. The complainant's name, address, telephone number and signature;
 - b. The date the alleged unlawful housing practice or unlawful public accommodation practice occurred;
 - c. A statement of the facts upon which the allegation of an unlawful housing practice or unlawful public accommodation practice occurred;
 - d. The name of the alleged violator, or facts sufficient to identify such person ("respondent"); and
 - e. Whether a complaint concerning this same matter has been filed with another agency and the disposition of said complaint.
 3. Upon receipt of the complaint, the Town Manager or a designee shall assign such complaint to a person or entity (the "investigator") with the requisite knowledge, skills, and expertise to further investigate the complaint as herein described. Such assignment will be made at the sole discretion of the Town Manager or a designee. In the event said complaint involves persons employed by the Town, the investigator shall be an independent third party. In addition, any remedy provided herein is cumulative with internal disciplinary policies that may apply.
 4. Promptly upon receipt of the complaint from the Town Manager or a designee, the investigator shall:
 - a. Serve by certified mail with return receipt requested the respondent written notice that a complaint alleging the commission of an unlawful housing practice or unlawful public accommodation practice has been filed against the respondent;
 - b. Furnish a copy of the complaint to the respondent; and
 - c. Advise the respondent of their right to file an answer and the right to an investigation to the complaint as provided in this section, and to their procedural rights and obligations in the investigation.
 5. Not later than 30 calendar days after the post-mark date on the notice and copy of the complaint mailed to respondent, respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:
 - a. The respondent's name, address, telephone number, and signature of the respondent or the respondent's attorney, if any; and
 - b. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exemption.
- B. *Investigation.*
1. Upon receipt of the complaint and the corresponding answer, if any, the investigator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the respondent committed an unlawful housing practice or unlawful public accommodation practice.
 2. No investigation may commence if, after reviewing the allegations of the complaint, the investigator determines that the complaint does not come within the scope of this chapter. Upon determining that a particular complaint does not come within the scope of this chapter, the investigator shall dismiss the complaint, notify the complainant and respondent and take no further action.
 3. In connection with any investigation of a complaint filed under this chapter, the investigator shall seek the voluntary cooperation of any person to:
 - a. Obtain access to premises, records, documents, individuals, and any other possible

- source of information;
 - b. Examine, record and copy necessary materials; and
 - c. Take and record testimony or statements of any person reasonably necessary for the furtherance of the investigation.
4. The investigator may dismiss a complaint during the investigation and prior to referral to the town attorney if the investigator determines any of the below circumstances apply. If the complaint is dismissed pursuant to this section, the investigator shall notify the complainant and respondent in writing of the reason for the dismissal and take no further action.
- a. The complaint was not filed within the required time period;
 - b. The location of the alleged unlawful housing practice or unlawful public accommodation practice is not within the Town's jurisdiction;
 - c. The alleged unlawful housing or unlawful public accommodation practice is not a violation of this chapter;
 - d. The complainant refuses to cooperate with the investigator in the investigation of the complaint;
 - e. The complainant cannot be located after the investigator has performed a reasonable search; or
 - f. The investigator determines there is no reasonable cause to believe that an unlawful housing practice or unlawful public accommodation practice occurred.
- C. *Disposition of a complaint.*
- 1. Upon completion of an investigation of a complaint, if the investigator determines there is reasonable cause to believe that an unlawful housing practice or unlawful public accommodation practice occurred, the investigator shall either dismiss the complaint upon the complainant and respondent entering into a written conciliation agreement or refer the complaint to the town attorney and provide written notice of such to the complainant and respondent.
 - 2. Upon the referral of a complaint to the town attorney, the town attorney shall review the complaint and determine whether to file the complaint in municipal court or to decline to pursue the matter any further and dismiss the complaint. If the town attorney declines to pursue the complaint, then the town attorney shall provide written notice of such to the complainant and respondent and inform the parties the complaint will be dismissed.

9.26.130 Violation; Penalties (Repealed)

(Ord. ____ § ____, 2022; Ord. 1200 § 1, 2018.)

Chapter 9.28
INDECENCY AND IMMORALITY

Sections:

9.28.010 Dance houses with lewd or disorderly persons. Repealed. (Ord. 1175 § 1, 2017)

9.28.020 Disorderly houses and houses of ill fame. Repealed. (Ord. 1176 § 1, 2017)

9.28.030 Public indecency.

9.28.040 Voyeurism. Repealed. (Ord. _____ § _____, 2022)

9.28.010 Dance houses with lewd or disorderly persons. (Repealed)
(Ord 1175 § 1, 2017; Ord. 289 § 12, 1982; Ord. 14 § 2, 1926.)

9.28.020 Disorderly houses and houses of ill fame. (Repealed)
(Ord 1176 § 1, 2017; Ord. 17 § 2, 1926; Ord. 15 § 8, 1926.)

9.28.030 Public indecency.

A. It is unlawful for any person to, while in a public place where it is reasonable to expect to be viewed by others or from a private premises where it is reasonable to expect it may be observed by others who are not a member or guest of the person's household, to:

1. Expose or show their private parts. Private parts mean the uncovered human genitals, pubic area, buttocks, or the human female breast. The act of breastfeeding in any place where the person is legally present does not constitute public indecency.
2. Engage in sexual conduct or masturbation; or
3. Engage in conduct which to an ordinary observer would appear to be sexual conduct or masturbation.

B. Violation, Penalty. (Repealed)

(Ord. _____ § _____, 2022; Ord. 1106 § 1, 2016; Ord. 875 § 1, 2008; Ord. 612 § 1, 1998; Ord. 162 § 20, 1973.)

9.28.040 Voyeurism (Repealed)
(Ord. _____ § _____, 2022; Ord. 797 § 1, 2005)

Chapter 9.32
GAMBLING

Repealed

(Ord. ____ § ____, 2002; Ord. 433 § 2, 1991.)

Chapter 9.34
CRUELTY TO ANIMALS

Sections:

9.34.010 Cruelty to animals.

9.34.010 Cruelty or neglect of animals.

- A. It is unlawful for any person, either through their action or omission, to:
1. Intentionally or knowingly unnecessarily injure or beat an animal;
 2. Knowingly carry an animal in a manner that poses undue risk of injury or death;
 3. Knowingly override an animal or drive an animal when overloaded;
 4. Abandon an animal. Relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this subparagraph;
 5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;
 6. Place, leave, or confine an animal, or allow an animal to be placed, left or confined, in a motor vehicle or trailer without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that may cause bodily injury or death of the animal;
 7. Cause the death, injury or suffering to an animal except when performed by a licensed veterinarian or veterinary office;
 8. Cause or allow an animal to remain in its own filth, urine, or feces;
 9. In the case of immediate, obvious, serious illness or injury to the animal, fail to provide the animal with appropriate care;
 10. Keep an animal in a manner that results in chronic or repeated serious physical harm to the animal;
 11. Attach or allow to be attached a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
 12. Attach or allow to be attached a tether that is not appropriately sized for the animal or so heavy as to restrict or burden the animal's movements which causes harm to the animal;
 13. Tease, taunt, or provoke an aggressive reaction from an animal; and
 14. Fail to place or attach a tether to avoid entanglement with chains of other animals or other objects so as to deny the animal convenient and safe access to shelter;
 15. Own, possess, keep, or train an animal with the intent to allow the animal to engage in an exhibition of fighting with another animal;
 16. For gain cause or allow any animal to fight with another animal;
 17. Promote any animal fighting; and
 18. Shoot, poison, or otherwise intentionally act to seriously injure or destroy any animal owned by another person while the animal is on property where the animal is authorized to be present.

- A. An "animal" for purposes of this ordinance is defined as any living creature other than a human.

(Ord. ____ § ____, 2022; Ord. 162 § 22, 1973.)

Chapter 9.36
INTOXICATION

Sections:

9.36.010 Public intoxication--Violation.

9.36.010 Public intoxication.

A. It is unlawful for any person to be in a place open to the public and under the influence of alcohol or an intoxicating substance to a degree which renders them:

1. Incapable of exercising care for their own safety;
2. An interference with, obstruction to, or hinderance to others' free use of a sidewalk, highway, street, alley, throughfare, or other public way; or
3. Violent, menacing, or disorderly to such an extent as to jeopardize the safety of others, others' property, or to cause a breach of the public peace.

B. It is unlawful for any person to be under the influence of alcohol or an intoxicating substance to a degree which renders them incapable of exercising care for their own safety and are found intruding upon any private premises without the consent of the owner or occupant.

(Ord. ____ § ____, 2022; Ord. 876 § 1, 2008; Ord. 639 § 1, 1999; Ord. 335 § 2, 1985.)

Chapter 9.40
DISORDERLY CONDUCT

Sections:

9.40.010 Disturbing meetings.

9.40.020 Breach of peace.

9.40.030 Obstructive or disruptive conduct within governmental facilities prohibited.

9.40.010 Disturbing meetings.

It is unlawful for any person to interrupt, harass, or disturb any group convened for the purpose of worship, any lawful meeting or assembly of people, fair, exhibition, with any loud or unnecessary talking or shouting, by any threatening, abusive, profane, or obscene language, by violent actions, or by any other rude behavior.

(Ord. ____ § ____, 2022; Ord. 877 § 1, 2008; Ord. 162 § 7, 1973.)

9.40.020 Breach of peace.

It is unlawful for a person to disturb the peace of a community or its inhabitants by unreasonably loud noise or music or by using threatening, abusive, or violent actions with knowledge or probable cause to believe they will disturb the peace.

(Ord. ____ § ____, 2022; Ord. 877 § 1, 2008; Ord. 820 § 1, 2006; Ord. 590 § 1, 1998; Ord. 162 § 8, 1973.)

9.40.030 Obstructive or disruptive conduct within governmental facilities prohibited.

It is unlawful for any person, acting singly or in concert with others, to go into or upon facilities owned by, or under the control of, a governing body and by force, violence, or other conduct obstruct or disrupt the facilities or the public business occurring therein.

(Ord. ____ § ____, 2022)

Chapter 9.44
EXCESSIVE NOISE

Sections:

9.44.010 Excessive Noise.

9.44.015 Maximum Sound Level Exemptions

9.44.020 Noise defined. Repealed. (Ord. _____ § ____, 2022)

9.44.030 Nonconforming operation of vehicles or other activities unlawful. Repealed. (Ord. _____ § ____, 2022)

9.44.040 Measurement for excessive noise.

9.44.050 Permit for relief from maximum sound levels--Application--Approval.

9.44.060 Use of loudspeakers and sound producing devices to attract public to buildings prohibited.

9.44.070 Attaching sound amplifying equipment to vehicles for advertising prohibited.

9.44.075 Compression brake

9.44.080 Exceptions. Repealed. (Ord. _____ § ____, 2022)

9.44.090 Excessive noise--Penalty for violations. Repealed. (Ord. _____ § ____, 2022)

9.44.100 Vehicle mufflers, horns and warning devices. Repealed. (Ord. _____ § ____, 2022)

9.44.010 Excessive Noise.

- A. It is unlawful for any person to make or create an excessive or unusually loud noise within the Town as heard and measured in the manner prescribed in Section 9.44.040. A noise is excessive and unusually loud if it is impulsive, continuous, rhythmic, periodic, or shrill and it exceeds the maximum sound levels established for the times and zones listed in this section.
- B. Noises shall not exceed the maximum sound levels prescribed for the following times and zones:

<u>Type of Zone</u>	<u>Hours</u>	<u>Decibel Level</u>
<u>Residential</u>	<u>7 a.m. to</u> <u>7 p.m.</u>	<u>55 decibels</u>
	<u>7 p.m. to</u> <u>7 a.m.</u>	<u>50 decibels</u>
<u>Mixed Use/</u> <u>Commercial</u>	<u>7 a.m. to</u> <u>7 p.m.</u>	<u>60 decibels</u>
	<u>7 p.m. to</u> <u>7 a.m.</u>	<u>55 decibels</u>
<u>Light Industrial</u>	<u>7 a.m. to</u> <u>7 p.m.</u>	<u>70 decibels</u>
	<u>7 p.m. to</u> <u>7 a.m.</u>	<u>75 decibels</u>

- C. For the purposes of this section, the aforementioned zones shall be defined as those set forth in the Land Development Regulations.

(Ord. _____ § ____, 2022, Ord. 150 § 1(a), 1972.)

9.44.015 Maximum Sound Level Exemptions

A. The following exemptions shall apply:

- i. Property maintenance appliances and tools. The noise from the use of property maintenance appliances and tools, such as lawnmowers, chainsaws, table saws and the like, that are maintained and used consistent with manufacturer's specifications and for regular property maintenance and preservation purposes, is exempt between the hours of 7:00 a.m. and 7:00 p.m. from the maximum sound levels permitted in Section 9.44.010.
- ii. Impact noises. Impact noises are those noises whose peak values are more than 6 decibels higher than the values indicated on the sound level metered and occur for only a short duration, such as the noise of a forging hammer or punch press. The maximum noise levels permitted in Section 9.44.010 may be increased by 10 decibels for impact noises.
- iii. Temporary construction operations. The noise from the use and operation of construction equipment at active, temporary construction sites in residential zones is exempt from the maximum sound levels permitted in Section 9.44.010 for the hours between 7a.m. and 7p.m. The noise from the use and operation of construction equipment at active, temporary construction sites in mixed use/commercial zones is wholly exempt from the maximum sound levels permitted in Section 9.44.010.
- iv. Public maintenance. The noise from the use and operation of any Town, Teton County, or State of Wyoming equipment or activities, whether for repair, replacement, improvement, construction, or maintenance, including but not limited to snow removal operations, street cleaning, trash removal, etc., are exempt from the maximum sound levels permitted in Section 9.44.010.
- v. Events. The noise from events conducted, sponsored, or approved by the Town, Teton County, or the State of Wyoming, or by authorized Town staff, including but not limited to dances, concerts, shows, festivals, sporting events, memorials, carnivals, and the like, are exempt from the maximum sound levels permitted in Section 9.44.010.
- vi. Permitted noise. The noise made pursuant to and in compliance with any permit issued under Section 9.44.050.
- vii. Emergency Vehicles. The noise from any authorized emergency vehicles.
- viii. Church or school chimes or bells. The noise from any church or school chimes or bells.
- ix. Church or school chimes or bells. The noise from any church or school chimes or bells.

(Ord. ____ § ____, 2022)

9.44.020 Noise defined. (Repealed).

(Ord. ____ § ____, 2022, Ord. 150 § 1(b), 1972.)

9.44.030 Nonconforming operation of vehicles or other activities unlawful. (Repealed)

(Ord. ____ § ____, 2022, Ord. 150 § 1(c), 1972.)

9.44.040 Measurement for excessive noise.

For the purpose of determining and classifying any noise as excessive or unusually loud, the following test measurement and requirements shall be applied:

- A. The noise shall be measured on a decibel or sound level meter which conforms to American National Standards Institute standards and quality operated on an "A" weighing scale.

- B. If the noise is located within a dedicated public right-of-way, the noise shall be measured at a distance of at least twenty-five feet from the source of the noise.
- C. If the noise is located on private property or public property, it shall be measured at least twenty-five feet from the property line of the property on which the source of the noise is located.
- D. Measurements with sound level meters shall be made when the wind velocity at the time and place of measurement is not more than five miles per hour, and, if the wind is more than 5 miles per hour, a wind screen shall be used.

(Ord. ____ § ____, 2022, Ord. 150 § 1(d), 1972.)

9.44.050 Permit for relief from maximum sound levels; Application; Approval.

- A. Applications for a permit for relief from maximum sound levels designated in Section 9.44.010 may be made in writing to the Town Manager, or their designee. Any permit granted by the Town Manager, or their designee, shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The Town Manager, or their designee, may grant the permit if they find:
 - 1. The activity, operation, or noise will be of temporary duration, and cannot be done in a manner that would comply with this chapter;
 - 2. No other reasonable alternative is available to the applicant; or
 - 3. Failure to issue the permit would constitute an undue hardship.
- B. The Town Manager, or their designee, may prescribe any requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood as a condition to the issuance of a permit.
- C. The Town Manager, or their designee, shall either issue or reject any application submitted in writing within five business days after receipt of the application. The applicant may appeal, in writing to the Town Council, any decision of the Town Manager, or their designee, within ten business days after such decision is rendered.

(Ord. ____ § ____, 2022, Ord. 150 § 2, 1972.)

9.44.060 Use of loudspeakers and sound producing devices to attract public to buildings prohibited.

Notwithstanding provisions in this chapter to the contrary, it is unlawful for any person to use, operate, or permit to be played, used or operated, any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any business, building, or structure.

(Ord. ____ § 11, 2022, Ord. 150 § 3, 1972.)

9.44.070 Attaching sound amplifying equipment to vehicles for advertising prohibited.

No person shall operate, or cause to be operated within the Town any motor vehicle or horse drawn vehicle having mounted thereon or attached thereto any sound amplifying equipment with such sound amplifying equipment in operation for commercial sound advertising purposes.

(Ord. ____ § ____, 2022, Ord. 150 § 4, 1972.)

9.44.075 Compression brake.

It is unlawful for any person to operate or use within the corporate limits of the Town any engine compression brake, or "jake brake," designed to be used in the braking or deceleration of any truck or vehicle. It is an affirmative defense to a violation of this section that the engine compression braking was used in an emergency to avoid damage to property or to avoid personal injury.

(Ord. ____ § ____, 2022, Ord. 878 § 2, 2008; Ord. 610 § 1, 1998; Ord. 131 § 6, 1970.)

9.44.077 Vibration

- A. Except for active, temporary construction operations and blasting for avalanche control, no activity shall cause or create a displacement for the frequencies prescribed in the table below. Vibration shall be measured at the site boundary line.

Maximum Permitted Steady State Vibration Displacement	
Frequency (cycles per second)	Vibration Displacement (inches)
10 and below	0.0008
10 – 20	0.0005
20 – 30	0.0003
30 – 40	0.0002
40 and over	0.0001

- B. *Impact Vibrations.* For impact vibrations, the maximum permitted vibration displacement shall be twice that permitted for steady state vibrations.
- C. *Temporary Construction Operations.* For temporary construction operations occurring between the hours of 7:00 a.m. and 7:00 p.m., steady state vibrations and impact vibrations shall not exceed 2 times that permitted for permanent operations.
- D. *Maximum Vibration Frequency.* In no instance, except for temporary construction operations, shall an activity be permitted which creates a vibration beyond the boundaries of the site of the activity sufficient to cause a displacement of 0.003 inches.
- E. *Measurement.* For the purposes of this Section, vibration refers to ground transmitted oscillations. earthborne vibrations are measured with a seismograph or accelerometer. With the portable seismograph, the earth vibrations are measured in 3 mutually perpendicular directions (1 vertical and 2 horizontal). The 3 motions are added vertically, and the resultant maximum vibration given as a single number. Steady state vibrations are earthborne oscillations that are continuous, with discrete pulses that occur at or more frequently than 100 times per minute. The frequency is the number of oscillations per second of vibration. Impact vibrations are earthborne oscillations occurring in discrete pulses at less than 100 pulses per minute.

(Ord. ____ § ____, 2022)

9.44.080 Exceptions. (Repealed)

(Ord. ____ § ____, 2022, Ord. 1014 § 1, 2012; Ord. 150 § 5, 1972.)

9.44.090 Excessive noise--Penalty for violations. (Repealed)

(Ord. ____ § ____, 2022, Ord. 150 § 7, 1972.)

9.44.100 Vehicle mufflers, horns and warning devices. (Repealed)

(Ord. ____ § ____, 2022, Ord. 162 § 30, 1973.)

Chapter 9.48
VAGRANCY

Sections:

9.48.010 ~~Designated--Warrant~~. Repealed. (Ord. 1060, § 1, 2014)

Chapter 9.50 MARIJUANA USE

Sections:

9.50.010 Possessing, using, or being under influence of marijuana or THC.

9.50.020 Definitions for marijuana use.

9.50.030 Probation and discharge of first-time offenders.

9.50.010 Possessing, using, or being under influence of marijuana or THC.

It is unlawful for any person to knowingly possess marijuana or THC in an amount less than one ounce or to knowingly use or be under the influence of marijuana or THC.

(Ord. ____ § ____, 2022; Ord. 182 § 1 (part), 1975.)

9.50.020 Definitions for marijuana use.

- A. "Marijuana" means all parts of the plant of the genus Cannabis, whether growing or not; the seed thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin.
- B. "Marijuana" does not include:
 - i. The mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed or the plant which is incapable of germination.
 - ii. "Hemp" or "hemp product" as defined in W.S. § 11-51-101.
- C. "THC" is tetrahydrocannabinol, which means synthetic equivalents of the substances contained in the plant or in the resinous extractives of Cannabis, sp. and/or synthetic substances, derivatives and their isomers with similar chemical structure and pharmacological activity.
- D. "THC" does not include "hemp" or "hemp product" as defined in W.S. § 11-51-101.

(Ord. ____ § ____, 2022; Ord. 182 § 1 (part), 1975.)

9.50.030 Probation and discharge of first-time offenders.

Whenever any person who has not previously been convicted of any offense under any statute of the United States or of any state relating to narcotic drugs, marijuana, or stimulant, depressant, or hallucinogenic drugs pleads guilty or no contest to or is found guilty of using, possessing or being under the influence of marijuana or THC under Section 9.50.010, the court, without entering a judgment of guilt and with the consent of the accused and the prosecutor, may defer further proceedings and place them on probation upon terms and conditions satisfactory to the court. Upon violation of a term or condition, the court may enter an adjudication of guilt and proceed as otherwise provided. Upon fulfillment of the terms and conditions, the court shall discharge the person and dismiss the proceedings against them. Discharge and dismissal under this section shall be without adjudication of guilt and is not a conviction for purposes of disqualifications or disabilities imposed by law upon conviction of a crime. There may be only 1 discharge and dismissal under this section with respect to any person. This section shall not be construed to provide an exclusive procedure. Any other procedure provided by law relating to suspension of trial or probation, may be followed, in the discretion of the court.

(Ord. ____ § ____, 2022; Ord. 1065 § 1, 2014)

Chapter 9.52
INJURY TO OR DESTRUCTION OF PROPERTY

Sections:

9.52.010 Defacing or destroying property.

9.52.015 Destroying or interfering with property of another. Repealed. (Ord. ____ § ____, 2022)

9.52.020 Tearing down notices and advertisements. Repealed. (Ord. ____ § ____, 2022)

9.52.030 Endangering public and private property by careless burning.

9.52.040 Throwing stones or missiles.

9.52.050 Definitions.

9.52.060 Unlawful acts on and against public property

9.52.070 Camping on public property

9.52.010 Defacing or destroying property.

It is unlawful for any person to knowingly deface, injure, interfere, tamper with, remove, or destroy the property of another without the owner's consent.

(Ord. ____ § ____, 2022; Ord. 289 § 13, 1982; Ord. 14 § 4, 1926.)

9.52.015 Destroying or interfering with property of another. (Repealed)

(Ord. ____ § ____, 2022; Ord. 879 § 2, 2008; Ord. 610 § 1, 1998; Ord. 131 § 32, 1970.)

9.52.020 Tearing down notices and advertisements. (Repealed)

(Ord. ____ § ____, 2022 Ord. 289 § 14, 1982; Ord. 14 § 8, 1926.)

9.52.030 Endangering public and private property by careless burning.

It is unlawful for anyone to burn trash, rubbish, grass, or any other material either in or out of an incinerator, which through lack of supervision or through carelessness causes a fire to spread to other property.

(Ord. ____ § ____, 2022, Ord. 162 § 15, 1973.)

9.52.040 Throwing stones or missiles.

It is unlawful for any person to throw, shoot or propel an arrow, missile, pellet, stone, metal or other similar substance capable of causing physical harm to persons or property, in or on any public place, in or on the property of another, or from any private property into or onto any public place or the property of another. This section does not apply to supervised archery ranges or instruction nor when otherwise lawfully authorized.

(Ord. ____ § ____, 2022, Ord. 162 § 25, 1973.)

9.52.050 Definitions.

- A. *Public property* means any publicly owned property within the Town of Jackson or property that is open to the general public, and includes, but is not limited to, any park, playground, sidewalk, road, street, alley, way, curb, vacant lot, undeveloped tract, or any part of any public right-of-way, including those devoted to any planting or park-like use.
- B. *To camp or camping* means the use of public property to undertake camping activities for the purpose of remaining overnight regardless of the intent of the individual. This definition excludes car camping.
- C. *Camping activities* include, but are not limited to, activities, such as storing personal belongings, cooking, building fires or igniting stoves, and setting up, placing, pitching, building, or occupying

temporary shelters, in combination with one another or in combination with either sleeping or making preparations to sleep.

- D. *Car camping* means the use of public property to park a vehicle to undertake camping activities within and about said vehicle for the purpose of remaining overnight regardless of the intent of the individual.
- E. *Temporary shelters* include, but are not limited to, tents, huts, vehicles (such as passenger cars, trucks, recreational vehicles, and trailers), bivouacs, lean-tos, dug-out earthen enclosures, and canvass or tarpaulin enclosures.
- F. *Storing* means to put aside or accumulate for use at a later time or when needed; to place, cache, or stockpile for safekeeping; to collect or put away for future use.
- G. *Vehicles* includes all motor vehicles, such as passenger cars and trucks, SUVs, farm trucks, RVs, camper vans, and includes trailers attached to such vehicles.

(Ord. ____ § ____, 2022, Ord. 1066 § 1, 2014)

9.52.060 Unlawful acts on and against public property.

- A. It is unlawful for any person on any public property to knowingly, and without authority:
 - 1. Buildings and other property. Deface, injure, interfere, tamper with, remove, displace, or destroy any building, railing, bench, signs, notices, placards, monuments, stakes, posts, boundary markers, wall or rock border, structures, equipment, facilities, or appurtenances thereof.
 - 2. Public utilities. Deface, injure, interfere, tamper with, remove, displace, or destroy any paving, paving material, curb marking, water line, or any facilities or property and equipment of any public utilities or parts or appurtenances thereof.
 - 3. Restrooms and Washrooms. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition.
 - 4. Removal of Natural Resources. To dig or remove any sand, soil, rock, stones, trees, shrubs, or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means.
 - 5. Erection of Structures. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, any tent, fly or windbreak, or run or string any rope, cord, or wire into, upon, or across, any public property, except on special permit issued by the Town Council.
 - 6. Public Urination. Urinate or defecate, except in a public restroom.
 - 7. Parks, Trees, Shrubbery, Plants. Damage, cut, carve, burn, transplant, or remove any tree or plant, injure the bark of any tree, or pick the flowers or seeds of any tree or plant. No person shall dig or otherwise disturb, or in any other way injure or impair the natural beauty or usefulness of any park area. Nor shall any person attach any rope, wire, or other contrivance to any tree or plant, with the exception that slacklining is allowed in Town parks, other than Miller Park and George Washington Park (Town Square), subject to the following rules and guidelines:
 - i. In the event metal poles have been placed in a Town park, slacklines shall be attached to the metal poles and not attached to trees;
 - ii. In the event metal poles are unavailable in a Town park, slacklines shall only be attached to trees greater than 12" in diameter;
 - iii. Slacklines shall be secured utilizing proper tree protection with no wire cables directly in contact with the tree;

- iv. Slacklines shall be completely removed when not in use;
 - v. Slacklines shall not be left unattended; and,
 - vi. Slacklines shall be placed to not interfere with pedestrian traffic or other park use.
- 8. Climbing Trees and Structures. Climb any tree, or climb, walk, stand, or sit upon monuments, fountains, railings, fences, planted areas, or upon any other property not designed or customarily used for such purposes.
 - 9. Interfering with Traffic. Stand, sit, or lie in or upon any street, sidewalk, stairway or crosswalk so as to prevent free passage of persons or vehicles passing over, along or across any street, alley, public way, sidewalk, stairway or crosswalk.
 - 10. Refuse, Trash, and Littering. Drop, throw, place, discard, dump, leave or otherwise deposit any bottles, broken glass, garbage, ashes, paper, boxes, cans, dirt, rubbish, waste, refuse or other trash, except in waste containers provided therefore. No such refuse or trash shall be placed in any waters in or contiguous to any park, or planted area, or left anywhere on the grounds thereof.
 - 11. Loitering and Boisterousness. (Repealed Ord. 1059 § 1, 2014)
 - 12. Merchandise sales. Offer for sale or for show any goods or merchandise, or place any stand, cart, or vehicle for the transportation, sale, or display of any such goods or merchandise, without first obtaining a Town license.
 - 13. Begging. (Repealed Ord. ____ § ____, 2022).
 - 14. Advertising in a Park. (Repealed Ord. ____ § ____, 2022).
 - 15. Signs. Paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription, or erect or cause to be erected any sign whatever on any public lands or highways or roads.

9.52.070 Camping on public property.

- A. It is unlawful for any person to camp on public property within the Town.
- B. It is unlawful for any person to car camp on any public property within the Town.
- C. Individuals may camp or car camp on public property under the following circumstances:
 - 1. With a Special Event Permit issued in connection with a Special Event in accordance with Jackson Municipal Code;
 - 2. With an approval from the Jackson Town Council; or
 - 3. With a permit issued under the Town of Jackson Land Development Regulations.

(Ord. ____ § ____, 2022, Ord 1177 § 1, 2017; Ord. 1066 § 1, 2014; Ord. 950 § 1, 2009; Ord. 879 § 3, 2008; Ord. 635 § 1, 1999.)

Chapter 9.54
UNLAWFUL REMOVAL OR DESTRUCTION OF NEWSPAPERS

Repealed.
(Ord. _____ § 14, 2022, Ord 822 § 1, 2006)

Chapter 9.56
TRESPASS--UNAUTHORIZED ACCESS TO UTILITIES

Sections:

9.56.010 Criminal trespass.

9.56.015 Criminal Entry

9.56.020 Willful injury to or destruction of property. Repealed. (Ord. ____ § ____, 2022)

9.56.030 Unauthorized access to public utilities. Repealed. (Ord. ____ § ____, 2022)

9.56.010 Criminal trespass.

It is unlawful for any person to enter or remain on or in the land or premises of another person, knowing they are not authorized to do so, or after being notified to depart or to not trespass either by personal communication to the person by the owner or occupant, or their agent, or by a peace officer, or by the posting of signs reasonably likely to come to the attention of intruders.

(Ord. ____ § ____, 2022; Ord. 162 § 9, 1973.)

9.56.015 Criminal Entry

A. It is unlawful for any person, without authority, to knowingly enter a building, occupied structure, vehicle or cargo portion of a truck or trailer, or a separately secured or occupied portion of those enclosures.

B. It is an affirmative defense to prosecution under this section that:

1. The entry was made because of a mistake of fact or to preserve life or property in an emergency;
2. The enclosure was abandoned;
3. The enclosure was at the time open to the public and the person complied with all lawful conditions imposed on access to or remaining in the enclosure; or
4. The person reasonably believed that the owner of the enclosure, or other person empowered to authorize access to the enclosure, would have authorized them to enter.

(Ord. ____ § ____, 2022)

9.56.020 Willful injury to or destruction of property. (Repealed)

(Ord. ____ § ____, 2022; Ord. 162 § 10, 1973.)

9.56.030 Unauthorized access to public utilities. (Repealed)

(Ord. ____ § ____, 2022; Ord. 162 § 11, 1973.)

9.60 Chapter
Consumer Protection
(Reserved)

Chapter 9.64
CONTRIBUTING TO DELINQUENCY--USE OF LIQUOR

Sections:

9.64.010 Selling or furnishing liquor to minors.

9.64.020 Possession and consumption of liquor by minors.

9.64.025 Purchase of liquor and falsification of identification by minors

9.64.030 Minors entering liquor establishments.

9.64.010 Selling or furnishing liquor to minors.

It is unlawful for any person, either directly or indirectly, to sell, offer for sale, furnish, give away, or deliver any alcoholic liquor or malt beverage to any person under the age of 21, who is not their legal ward, medical patient, or member of their own immediate family, or to permit a person under the age of 21 to enter or remain in any place that primarily sells alcoholic liquor or malt beverage. This section does not apply to sales by the Wyoming Liquor Division or a wholesaler to a liquor license holder.

(Ord. ____ § ____, 2022; Ord. 594 § 1, 1998; Ord. 162 § 18, 1973.)

9.64.020 Possession and consumption of liquor by minors.

It is unlawful for any person under the age of 21 to possess or consume any alcoholic liquor or malt beverage or to have a measurable blood, breath, or urine alcohol concentration in their body, except as otherwise provided under W.S. § 12-6-101.

(Ord. ____ § ____, 2022; Ord. 1064 § 1, 2014; Ord. 750 § 1, 2004; Ord. 162 § 19, 1973.)

9.64.025 Purchase of liquor and falsification of identification by minors

It is unlawful for any person under the age of 21 to purchase or attempt to purchase, or misrepresent his identity or age or use any false or altered identification for the purpose of purchasing or attempting to purchase any alcoholic liquor or malt beverage or to enter any place where the chief product of sale is alcoholic liquor or malt beverage.

(Ord. ____ § ____, 2022)

9.64.030 Minors entering liquor establishments.

It is unlawful for any person under the age of 21 to enter or remain in any place where the chief product of sale is alcoholic liquor or malt beverage after being requested to leave by the liquor license holder, their agents, servants, or employees, or by any law enforcement officer

(Ord. ____ § ____, 2022, Ord. 89 § 1, 1964.)

Chapter 9.68
POSSESSION OR USE OF WEAPONS

Sections:

9.68.020 Drawing dangerous weapons. Repealed. (Ord. ____ § ____, 2022)

9.68.030 Carrying concealed weapons. Repealed. (Ord. 1108 § 1, 2016)

9.68.040 Discharging firearms prohibited.

9.68.020 Drawing dangerous weapons. (Repealed)

(Ord. ____ § ____, 2022; Ord. 162 § 5, 1973.)

9.68.030 Carrying concealed weapons. (Repealed.)

(Ord. 1108 § 1, 2016; Ord. 162 § 6, 1973.)

9.68.040 Discharging firearms prohibited

A. It is unlawful for any person, other than a law enforcement officer, to discharge any firearms within the Town, unless discharge occurs within the confines of an indoor range. For the purposes of this section, "firearm" means any weapon which will or is designated to expel a projectile by the actions of an explosive.

B. This ordinance is enacted in conformance with Wyo. Stat. Ann. § 6-8-401 and pursuant to Wyo. Stat. Ann. § 15-1-103(a)(xviii), by regulating conduct which disturbs the peace and jeopardizes the public health, safety, and peace of the Town.

(Ord. ____ § ____, 2022; Ord. 162 § 24, 1973.)

ORDINANCE I

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1271, 1071, 1040, 1039, 1019, 1018, 1009, 1008, 1000, 999, 992, 991, 936, 935, 867, 866, 834, 833, 805, 804, 745 743, 664, 588, 576, 551, 539, 476, 381, AND 370; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 677, 270, 259 (PART); 122, AND 97A; SECTION 6 OF TOWN OF JACKSON ORDINANCE NO. 558; SECTION 7 OF TOWN OF JACKSON ORDINANCE NO. 677; SECTION 30 OF TOWN OF JACKSON ORDINANCE NO 97; AND SECTIONS 13.04.050, 13.04.300, 13.08.013, AND 13.08.020 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER AND WASTEWATER RATES, FEES AND COSTS 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.

An Ordinance Amending and Reenacting Section 1 of Town of Jackson Ordinance Nos. 1271, 1071, 1040, 1039, 1019, 1018, 1009, 1008, 1000, 999, 992, 991, 936, 935, 867, 866, 834, 833, 805, 804, 745 743, 664, 588, 576, 551, 539, 476, 381, and 370; Section 2 of Town of Jackson Ordinance Nos. 677, 270, 259 (part); 122, and 97A; Section 6 of Town of Jackson Ordinance No. 558; Section 7 of Town of Jackson Ordinance No. 677; Section 30 of Town of Jackson Ordinance No. 97; and Sections 13.04.050, 13.04.300, 13.08.013, and 13.08.020 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

13.04.050 Supply--How obtained--Capacity fees.

- B. **Non-residential.** All nonresidential water users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth 13.04.300, shall pay water capacity fees for each meter, which must include a domestic meter and may include an irrigation meter, according to the following fee schedule:

Non-Residential Water Capacity Fees

<u>Size of the Water Meter</u>	<u>Capacity Fee * per meter installed</u>
3/4 inch	\$ 3,053
1 inch	5,098
1 1/2 inch	10,166
2 inch	16,271
3 inch	32,572
4 inch	50,889
6 inch	101,748
8 inch	162,803

- C. **Residential.** All residential and multi-family water users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth 13.04.300, shall pay the total of the below water capacity fee components according to the following fee schedule:

Residential and Multi-Family Water Capacity Fees

Type *	<u>Capacity Fee</u>
Component 1:	
1 Bedroom / Studio	\$ 692
2 Bedroom	1,037
3 Bedroom	1,383
+	
Component 2:	
Each Additional Bedroom or Unfinished Room per 400 sq. ft.	345
+	
Component 3:	
Irrigation per 1,000 Square Feet of Landscaped Surface Area	399

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Ord. 1071 § 1, 2014; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008)

13.04.300 Water rates.

- A. Water rates for water users within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this section 13.04.300 shall include two charges per meter according to the following fee schedule:

Base Charges

Monthly fixed charge based on meter size	
3/4 inch	\$ 11.66
1 inch	17.37
1 1/2 inch	30.25
2 inch	46.23
3 inch	91.57
4 inch	140.61
6 inch	275.24
8 inch	439.19

*A base charge will be charged for each meter size comprising a compound meter.

**All meters, including meters for irrigation, shall be charged a base fee according to meter size

***Base charges include 2,000 gallon minimum usage

User Charges

Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0 - 2,000	\$ 0.00
	2,001 - 6,000	1.31
	6,001 - 25,000	2.63
	Over 25,000	3.94
Multi-Family	0 - 2,000	\$ 0.00
	Over 2,000	2.25
Non-Residential	0 - 2,000	\$ 0.00
	Over 2,000	2.25
Irrigation Only	0 - 2,000	\$ 0.00
	Over 2,000	2.63

*Mixed use buildings will be charged at the non-residential rate in the table above

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Ord. 1039 §1, 2013; Ord. 1018 § 1, 2013; Ord. 1008 § 1, 2012; Ord. 999 § 1, 2012; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008.)

- C. Water rates for water users within the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges per meter according to the following fee schedules:

3 Creek Base Charges

Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
3/4 inch	\$ 14.37	\$ 19.51	\$ 33.88
1 inch	21.37	19.51	40.88
1 1/2 inch	37.29	19.51	56.80
2 inch	56.99	19.51	76.50
3 inch	112.89	19.51	132.40
4 inch	173.33	19.51	192.84
6 inch	339.30	19.51	358.81
8 inch	541.41	19.51	560.92

* Are assessed per service line connection.

** All meters, including meters for irrigation, shall be charged a base fee according to meter size.

*** A base charge will be charged for each meter size comprising a compound meter.

**** Base charges include 2,000 gallon minimum usage.

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Res. 8-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Res. 11-12, 2011; Res. 10-24, 2010; Res. 09-29, 2009)

3 Creek User Charges

Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0 - 2,000	\$ 0.00
	2,001 - 6,000	2.14
	6,001 - 25,000	4.28
	Over 25,000	6.42
Non-Residential	0 - 2,000	\$ 0.00
	Over 2,000	2.14
Metered Irrigation	0 - 2,000	\$ 0.00
	2,001 - 25,000	4.28
	Over 25,000	6.42

*Mixed use buildings will be charged at the non-residential rate in the table above.(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Res. 8-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Res. 11-12, 2011; Res. 10-24, 2010)

(Ord. ____ § 1, 2022 ; Ord. 1271 § 1, 2020; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 833 §1, 2006; Ord. 804 §1, 2005; Ord. 743 § 2, 2003; Ord. 664 § 18, 2000; Ord. 588 § 1, 1996; Ord. 551 § 1, 1996; Ord. 539 § 1, 1996; Ord. 479 § 1, 1994; Ord. 381 § 1, 1988; Ord. 370 § 1, 1987; Ord. 270 § 2, 1980; Ord. 97A § 2, 1972; Ord. 97 § 30, 1966)

13.08.013 Wastewater rates.

- A. Wastewater rates for customers within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this 13.08.013 shall include two charges to the applicable meter according to the following fee schedules:

Base Charges

Monthly fixed charge based on meter size	
3/4 inch	\$ 11.90
1 inch	15.05
1 1/2 inch	24.32
2 inch	32.59
3 inch	54.94
4 inch	83.45
6 inch	150.73
8 inch	231.72

* Based on largest water meter size for compound water meters or sewer meter size.

**Base charges include 2000 gallon minimum

Customer Class	mg/L	Flow	BOD	TSS	Total
1	0 - 250	\$ 1.56	\$ 0.43	\$ 0.35	\$ 2.34
2	251 - 550	1.56	0.72	0.72	3.00
3	551 - 850	1.56	1.27	1.31	4.14
4	851 - 1,150	1.56	1.82	1.90	5.28
5	1,151 - 1,450	1.56	2.35	2.50	6.41
6	1,451 - 1,750	1.56	2.91	3.07	7.54
7 ¹	> 1,750				

¹User Charges for Customer Class 7 are determined based on actual loading and strength data from sampling

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Ord. 1040 § 1, 2013; Ord. 1019 § 1, 2013; Ord. 1009 § 1, 2012; Ord. 1000 § 1, 2011; Ord. 991 § 1, 2011; Ord. 936 § 1, 2009; Ord. 867 § 1, 2008)

- C. More than one class may apply to a customer at the same time. For example, a customer with a BOD value of 350 and a TSS value of 900 would pay a rate based on a classification of 2 for BOD (\$0.72) and a classification of 4 for TSS (\$1.90). These amounts combined with the flow rate (\$1.56) would equal a rate of \$4.18 per 1,000 gallons.

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Ord. 1040 § 1, 2013; Ord. 1019 § 1, 2013; Ord. 1009 § 1, 2012; Ord. 991 § 1, 2011; Ord. 936 § 1, 2009; Ord. 867 § 1, 2008)

- G. Wastewater rates for the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges to the applicable meter according to the following fee schedules:

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Res. 18-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Res. 11-12, 2011; Res. 10-24, 2010; Res. 09-29, 2009)

3 Creek Base Charges

Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
3/4 inch	\$ 18.28	\$ 18.12	\$ 36.40
1 inch	23.12	18.12	41.24
1 1/2 inch	37.37	18.12	55.49
2 inch	50.08	18.12	68.20
3 inch	84.43	18.12	102.55
4 inch	128.25	18.12	146.37
6 inch	231.64	18.12	249.76
8 inch	356.10	18.12	374.22

*Base charges include 2,000 gallon minimum usage.

3 Creek User Charges

Customer Class	mg/L	Flow	BOD	TSS	Total
1	0 - 250	\$ 1.56	\$ 0.43	\$ 0.35	\$ 2.34
2	251 - 550	1.56	0.72	0.72	3.00
3	551 - 850	1.56	1.27	1.31	4.14
4	851 - 1,150	1.56	1.82	1.90	5.28
5	1,151 - 1,450	1.56	2.35	2.50	6.41
6	1,451 - 1,750	1.56	2.91	3.07	7.41
7 ¹	>1,750				

¹User charges for Customer Class 7 are determined based on actual loading and strength data from sampling

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Res. 18-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Res. 11-12, 2011; Res. 10-24, 2010)

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Ord. 1009 § 1, 2012; Ord. 1000 § 1, 2011; Ord. 991 § 1, 2011; Ord. 936 § 1, 2009; Ord. 834 § 1, 2006; Ord. 805 § 1, 2005; Ord. 745 § 2, 2003; Ord. 677 § 2, 2000; Ord. 558 § 6, 1996; Ord. 259 § 2 (part), 1979)

13.08.020 Wastewater Capacity Fees.

Any customer desiring to obtain service from the town's wastewater treatment facilities shall make application in writing to the town planning department and file an acknowledgment that the customer shall be governed by the laws and regulations as may be provided by the mayor and town council pertaining to wastewater facilities. If the application is granted, the Public Works Department shall be authorized to extend the sewer mains to include the property. All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative. All connections to the sewer main shall be done by or under the supervision of the Public Works Department. The customer shall pay the total of the applicable wastewater capacity fees according to the following fee schedule:

Description	GDP	Assessment Unit	Capacity Fee
Apartment, Studio or 1 Bedroom ¹	140	Per Dwelling	\$ 2,485
Residential Unit (2 Bedroom) ¹	210	Per Dwelling	3,727
Residential Unit (3 Bedroom) ¹	280	Per Dwelling	4,970
Residential Unit Each Additional Bedroom ¹	70	Per Dwelling	1,243
Unfinished Habitable Space ¹	70	Per 400 sq. ft.	1,243
Bars, Taverns, Cocktail Lounge (no food) ² (15 sq. ft. /Seat)	20	Per Seat	355
Restaurants (full service) ² (15 sq. ft./Seat Net)	64	Per Seat	1,136
Restaurants (paper service only - no dishes)	50	Per 100 sq. ft. Gross	888
Restaurants (single service) (15 sq. ft./Seat Net)	30	Per Seat	532
Caterers	80	Per 100 sq. ft. Gross	1,420
Motels and Hotels/Bed and Breakfast	140	Per Room	2,485

Assembly (w/o food)	3	Per 5 sq. ft. Net	54
Assembly (w/ food)	5	Per 15 sq. ft. Net	89
RV Park (w/ sewer connection)	100	Per Site	1,775
Campground/RV Park (w/comfort station)	75	Per Site	1,331
Mobile Home Park	210	Per Site	3,727
Laundry (self service)	450	Per Machine	7,988
Laundry (commercial 100#/day capacity)	1,000	100#/Machine	17,750
Breweries (per annual barrel production)	20	Per Gallon Annual Beer Capacity	355
Fitness (gyms, dance studios, yoga, karate)	50	Per 100 sq. ft. Net	888
Medical Offices and Dentists	250	Per Seat	4,438
Veterinary Offices (not including boarding)	250	Per Treatment Room	4,438
Animal Boarding	20	Kennel, Pen, Cage, or Stall	355
Offices	15	Per 100 sq. ft. Gross	267
Retail Stores	5	Per 1,000 sq. ft. Gross	89
Unfinished Commercial Space	5	Per 1,000 sq. ft. Gross	89
Public Access Restroom	325	Per fixture	5,769 5 ,278
Service Stations (220 GPD/two nozzle fuel pump)	220	Per Gas Pump	3,905
Car Wash	1,000	Per Bay	17,750
Public Spas, Pools, Hot Tubs	10	Per 50 sq. ft. Gross	177
Schools (w/ cafeteria, gym, and showers) ³	20	Per Student	355
Schools (w/ cafeteria, no gym, and no showers) ³	15	Per Student	267
Schools (w/o cafeteria, no gym, and no showers) ³	10	Per Student	177
Day Care and Pre School	20	Per Student	355
Others Not Listed Wastewater Service	1	Building Permit	17.75

¹Definitions are set forth in the Town of Jackson Land Development Regulations, as amended.

²Indoor and Outdoor seat areas. Kitchen, employees, and bathroom included.

³Includes teachers and staff.

(Ord. ____ § 1, 2022; Ord. 1271 § 1, 2020; Ord. 991 §1,2011; Ord. 936, §1, 2009; Ord. 867 § 1, 2008; Ord. 745 § 2, 2003; Ord. 677 §7, 2000; Ord. 576 § 1, 1997, Ord. 122 § 2, 1969)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

PASSED 1ST READING THE 16 DAY OF MAY, 2022.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2022.

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

Riley Taylor, Town Clerk

ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 90A, 172, 227, 375, 516, 544, 577, 987, 1063, 1072, 1185, 1245, AND 1286; SECTION 2 OF ORDINANCE NO. 227; SECTION 3 OF ORDINANCE NO. 90A; SECTION 6 OF ORDINANCE NO. 853; SECTIONS 8, 9, AND 13 OF ORDINANCE NO. 90; AND CHAPTERS 6.40.040 AND 6.40.050 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE LOCATION OF ALCOHOL SERVICE AND CONSUMPTION 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. 90A, 172, 227, 375, 516, 544, 577, 987, 1063, 1072, 1185, 1245, and 1286; Section 2 of Town of Jackson Ordinance No. 227; Section 3 of Town of Jackson Ordinance No. 90A; Section 6 of Town of Jackson Ordinance No. 853; Sections 8, 9, and 13 of Town of Jackson Ordinance No. 90 and Chapters 6.40.040 and 6.40.050 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

6.40.040 Place of Sale and Service: Location, Regulation, and Restrictions.

The place in which alcoholic and malt beverages are sold shall be located in the licensed building for which the license is approved and issued. Alcoholic and malt beverages may only be served in the licensed building and in an immediately adjacent fenced or enclosed area as approved by the Licensing Authority. Immediate adjacency will not be interrupted by the existence of a sidewalk located between the licensed building and a Town-permitted parklet, but the adjacent area shall not be located in another building or across a street or alley. The Licensing Authority which issued the license shall, as often as may be deemed necessary, inspect the licensed building and adjoining areas where alcoholic and malt beverages are served to determine compliance with sanitation, fire hazard, local permitting, and any other applicable laws.

6.40.050 Places for Consumption; Places Open Containers are Prohibited.

- A. No alcoholic or malt beverage shall be consumed or carried by any person in open containers of any type on any street, sidewalk or curb, or any other public property whatsoever within the Town of Jackson.
- B. Notwithstanding the foregoing, the following practices are excepted and shall not be violations of this Section:
 - 1. Alcoholic and malt beverages are allowed in Town of Jackson parks maintained by Jackson/Teton County Parks & Recreation, athletic fields, and the rodeo grounds.
 - 2. Employees of a licensee may carry alcohol and malt beverages over or across the sidewalk adjoining the licensed building directly to a customer in the licensee's Town-permitted parklet.
 - 3. Customers of a licensee within a Town-permitted parklet may consume alcoholic and malt beverages purchased from the licensee within the licensee's permitted parklet and in compliance with the licensee's Plan of Operation.
- C. No alcoholic or malt beverages shall be consumed or carried by any person in open containers of any type within:
 - 1. The grandstands, or adjacent to, or on any baseball field during any game sanctioned by Little League Baseball Incorporated; or
 - 2. The Town Square which is bounded by East Broadway Street, North Cache Street, East Deloney Street, and North Center Street.

(Ord. ____ § __, 2002; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 1063 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 544 § 1, 1996; Ord. 516 § 1, 1995; Ord. 375 § 1, 1988; Ord. 227 § 1-2, 1977; Ord. 172 § 1, 1974; Ord. 90A § 1, § 3, 1973; Ord. 90 § 8, § 9, § 13, 1965.)

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 ____, 2022.

PASSED 2ND READING THE ____ DAY OF ____, 2022.

PASSED AND APPROVED THE ____ DAY OF ____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ 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.

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: June 6, 2022

RE: Town Manager's Report

CDBG Funding for Flat Creek Apartments

The Town did not receive CDBG funding for Flat Creek Apartments. WCDA only funded seven out of 53 applications and did not fund a single housing project. During the post-mortem call, we found out that we can reapply for this funding source, so the Housing Department will reapply in a few months and will await awards next year. The funding from Council will not be required in the near term. Should we not receive funding from WCDA, the Town would fund the shortfall of \$1,250,000 utilizing funds set aside in the Housing Supply Plan. As you may recall, the Town Council approved and sent a letter on February 1, 2022 making that pledge.

Quarter 2 Rental Data

The Housing Department just collected Q2 rental data and average rent rates have increased significantly with the highest increases happening at Blair Place Apartments and The Timbers where average rents jumped by 30% since Q1 2022. Market two-bedroom apartments at both complexes are renting for \$4,400/month. The Housing Department will release their full Q2 Rental Report Tuesday, June 7th.

Parklet Update

The implementation of the Town of Jackson's Parklet program continues to progress. Currently eight (8) Parklet applications for the summer of 2022 have been approved. Leading up to this point, the topics of alcohol service & alcohol consumption as well as full-service food service have been in question.

In regards to alcohol service and consumption, we anticipate that the Town Council will approve Ordinance L upon 3rd reading at a special meeting on Monday, June 13, 2022. Approval of this Ordinance will allow for alcohol to be served and consumed within an approved Town of Jackson Parklet.

In regards to full-service food service, the Teton County Health Department has indicated that such service is possible if three requirements are met:

- 1) A formal acknowledgement between the Town of Jackson and the owner of the facility that the parklet area including sidewalks and parking spots is under the control of the facility.
- 2) Overhead protection that covers the entire table such as umbrellas

- 3) Flooring of dining area such as mats, removable platforms, duckboards or other approved materials which are easily cleanable and cleaned frequently.

The Town Attorney is currently reviewing the most optimal route to formalize an acknowledgement between the Town of Jackson and the owner of the facility adjacent to the parklet.