

Jackson Town Council Regular Meeting

May 15, 2023

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/86409906405?pwd=NOZUZkVPUWFndGNHT2RWUjVJZ3QzZz09>

If the link does not work, join at zoom.com with Webinar ID **864 0990 6405** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **864 0990 6405** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. National Police Week
 - 2. National Public Works Week
 - 3. Introduction of Raquel Kopeck, Community Service Officer

III. PUBLIC COMMENT

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

- A. Teton County Historic Preservation Board

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 1, 2023 Regular Town Council Meeting
 - 2. May 8, 2023 Special Town Council Workshop
- B. Disbursements
- C. April Municipal Court Report
- D. P23-046 Temporary Sign Permit for Art Fair (Paul Anthony)
- E. P23-067 Temporary Sign Permit for White Horse Social (Paul Anthony)
- F. P23-069 Temporary Sign Permit for Becoming Jackson Hole (Paul Anthony)
- G. JH Rodeo Malt Beverage Permits (Lynsey Lenamond)
- H. Old West Days Malt Beverage Permits (Lynsey Lenamond)

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.

- I. Special Restriction for Affordable Housing at 175 S. Glenwood (Arts District) (April Norton)
- J. Bid 23-04: Flat Creek Drive Rebuild - Change Order #1 (Brian Lenz)

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

- A. Administration
 - 1. Childcare Professional Services and Facility Use Agreement with Sweet Spirits Preschool & Childcare, LLC (Susan Scarlata)
- B. Building
 - 1. DEM23-0008: 90-Day Stay of Demolition Permit at 235 E. Kelly Ave (Kelly Sluder)
- C. Planning
 - 1. P23-026 Land Development Regulations Annual Review - Clean Up (Paul Anthony)
 - 2. P23-030 Well 9 Wellhouse at 3301 Rangeview Drive Update (Floren Poliseo & Brian Lenz)
- D. Police
 - 1. Appointment of Special Municipal Officers (Michelle Weber)

VI. RESOLUTIONS

- A. Resolution 23-06: Old Bill's Victim Services (Lynsey Lenamond)
- B. Resolution 23-07: Old Bill's Animal Shelter (Lynsey Lenamond)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Central Wyoming College Annexation Public Hearing Date (Riley Taylor)

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 Police Week

May 14-20, 2023

WHEREAS, in 1962, President John Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community and to give special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are over 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Jackson Police Department who play an essential role in safeguarding the rights and freedoms of the citizens of Jackson; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their local police, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting against violence or disorder, by protecting the innocent against deception, and the weak against oppression or intimidation; and

WHEREAS, in 2022, the Jackson Police Department responded to an average of 37 calls for service each day, which included 764 vehicle collisions, 224 medical assists, 326 alarm responses, 3,727 traffic stops, and 122 stops for driving under the influence, among other calls; and

NOW THEREFORE, BE IT RESOLVED that I, Hailey Morton Levinson, Mayor of the Town of Jackson, call upon all citizens to observe the week of May 14th thru May 20th, as Police Week by commemorating and thanking our police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

DATED THIS 15th DAY OF MAY 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



National Public Works Week Proclamation

May 21-27, 2023

WHEREAS, public works professionals focus on critical infrastructure, utilities, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Jackson, Wyoming; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, public facilities and spaces, water supply, wastewater treatment, stormwater and snow management, municipal fleet management, code enforcement, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, Town of Jackson Public Works Department staff consistently provide these services to enable all other municipal functions to occur, contribute workforce to enhance other Departments' ability to provide municipal services and emergency response when necessary, sustain public health and safety of the entire community, and provide exceptional service to residents and guests alike; and,

WHEREAS, Town of Jackson Public Works Department partners with other community organizations that have missions or programs overlapping or aligning with public works responsibilities in support of their efforts; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Jackson, Wyoming to gain knowledge and maintain ongoing interest and understanding of the importance of public works professionals and public works programs in their community; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW THEREFORE, BE IT RESOLVED that, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby designate the week of May 21-27, 2023, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED THIS 15th DAY OF MAY 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

Raquel Kopeck
Jackson Police Department – Community Service Officer

Raquel grew up in Connecticut and moved west to pursue graduate school. She recently moved to Freedom, WY with her partner after working as a deputy for the Albany County Detention Center. Raquel enjoys participating in endurance sports and staying active with her pup Nala. She is looking forward to exploring her new home and engaging with the Jackson community.



Mayor Hailey Morton Levinson
Jackson Town Council

April 27, 2023

Dear Mayor Morton-Levinson,

This letter is to formally request the opportunity to discuss the nomination of the Jackson Rodeo Grounds to the National Register of Historic Places with the Jackson Town Council at your earliest convenience.

The Teton County Historic Preservation Board commissioned a historic survey in 2022, which evaluated the Teton County Rodeo and Fairgrounds for its historic significance under the National Register of Historic Places Criteria. This survey determined that the Rodeo Grounds are eligible for addition to the National Register under Criteria A, for its association with a longstanding pattern of events in Jackson's cultural history. Consequently, the Board decided to submit an application to the Wyoming State Historic Preservation Office (SHPO) for consideration of the addition of the Rodeo Grounds only to the National Register in January 2023.

This application was to have been reviewed at the SHPO National Register nominating committee meeting in February, 2023, but at the last minute this review was withdrawn at the request of the Town of Jackson. I would like the opportunity to answer any questions from Town Council at the next scheduled Regular Town Council meeting on May 15, 2023 so that the application can be reviewed at the next nominating committee meeting in June. Please add this item to your meeting agenda.

Thank you for your consideration of this item.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael A. Stern", with a long horizontal flourish extending to the right.

Michael A. Stern, President
Teton County Historic Preservation Board

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MAY 1, 2023

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers. Councilwoman Sell Chambers left the meeting at 8:07 p.m.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Katelyn Page, Floren Poliseo, Johnny Ziem, Brian Lenz, and Riley Taylor.

Mayor Morton Levinson proclaimed Mental Health Awareness Month, Child Abuse Awareness and Prevention Month, Teacher Appreciation Week, and Arbor Day.

Public Comment. Candra Day and Kevin Cochary made public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes from the April 17, 2023 Special Town Council Workshop, April 17, 2023 Town Council Workshop, April 24, 2023 Regular Town Council Meeting, and April 24, 2023 Special Town Council Workshop.
- B. **Disbursements.** To approve disbursements as presented. 120WATER \$7,700.00; ABEL, BRUCE \$6,579.46; ACE HARDWARE \$2,260.77; ADVANCED PUMP & EQUIPMENT, INC \$10,722.41; AIRGAS INTERMOUNTAIN INC. \$46.65; ALDER ENVIRONMENTAL LLC \$266.25; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$16,330.85; ALPHAGRAPHICS \$168.30; AMSOIL INC \$8,869.17; ANDERS GLASS AND TINT \$500.00; ARCHITECTURAL BUILDING SUPPLY \$9,343.00; AT&T \$1,892.50; BAKER TILLY US, LLP \$2,500.00; BISON LUMBER \$193.99; BROWN, MICHAEL \$350.00; BUTH, DAVID \$300.00; CARQUEST AUTO PARTS INC. \$1,074.96; CASH \$171.17; CENTURYLINK \$2,154.94; COMMUNITY ENTRY SERVICES \$32,500.00; CONTROL SYSTEM TECHNOLOGY, INC. \$1,082.00; COPYWORKS, LLC \$139.80; DELL \$18,754.00; DICK ANDERSON CONSTRUCTION \$1,243,977.49; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$228.91; EMPLOYERS COUNCIL SERVICES \$265.00; ENERGY LABORATORIES INC. \$664.00; ENTRY SYSTEM INC. \$1,440.00; FALL RIVER PROPANE \$3,034.38; FALL RIVER RURAL ELECTIC \$74.98; FERGUSON ENTERPRISES, INC \$179.60; FIRE SERVICES OF IDAHO \$590.00; FREEDOM MAILING SERVICE INC. \$1,831.62; GILLIG LLC \$3,564.39; H & R ENTERPRISES, LLC \$1,186.29; HACH CHEMICAL CO. \$1,543.16; HANSEN EARTH WORKS LLC \$6,648.30; HAWLEY, FLAVIANNA \$739.88; HIGH COUNTRY LINEN \$1,006.48; HOLE FOOD RESCUE \$5,000.00; IDENTISYS, INC \$1,438.00; INTERSTATE BATTERY \$2,865.40; IVY OUTDOOR SERVICES LLC \$4,785.75; JACKSON ANIMAL HOSPITAL \$128.22; JACKSON CURBSIDE INC. \$1,795.00; JACKSON GROUP PETERBILT \$266.82; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE LAW, PC \$3,007.50; JACKSON HOLE NEWS & GUIDE \$2,934.70; JACKSON LUMBER INC \$212.16; JH20 WATER CONDITIONING & FILTRATION \$89.50; JORGENSEN ASSOCIATES, PC \$86,986.25; KENWORTH SALES COMPANY DEPT #1 \$674.36; LACAL EQUIPMENT, INC \$1,340.78; LANGLEY, ANNETTE \$23.67; LEADERSHIP JACKSON HOLE \$4,000.00; LEGACY PHILANTHROPY WORKS \$3,750.00; LENAMOND, LYNSEY \$441.97; LEPCO \$947.40; LOCAL GOV'T LIABILITY POOL \$1,000.00; MACY'S SERVICES \$325.00; METROQUIP INC \$2,771.41; MEYRING & ASSOCIATES, INC \$250.00; MOBILITY FOREFRONT LLC \$35,000.00; MSC INDUSTRIAL SUPPLY CO \$10.34; NAPA AUTO PARTS INC. \$828.45; NELSON ENGINEERING \$28,063.25; OAKESON, KADEN \$350.00; ON SIGHT LAND SURVEYORS INC. \$1,200.00; PEAK WATER SERVICES, LLC \$17,500.00; PELLETIER, CARL \$9.54; PLATT \$204.61; PREMIER TRUCK- SALT LAKE CITY \$1,032.61; PROTERRA \$2,865.55; R & A SAFETY LLC \$889.50; RAFTELIS \$8,502.50; RUSH INTERNATIONAL TRUCK CENTER \$594.13; SENIOR CENTER OF JACKSON HOLE \$66,990.50; SHERVIN'S INDEPENDENT OIL \$154.50; SHERWIN-WILLIAMS CO. \$96.24; SPRING CREEK ANIMAL HOSPITAL \$152.31; STANDARD INSURANCE COMPANY \$7,608.38; STEPHENS, SHAWN \$917.06; SYMBOLARTS, LLC \$410.75; TAYLOR, RILEY \$173.02; TEAM LABORATORY CHEMICAL CORP \$2,105.50; TERRA FIRMA ORGANICS, INC \$1,375.00; TETON COUNTY FAIR \$80,000.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$13.00; TETON MOTORS INC \$4,167.11; TETON ROPE ACCESS AND SERVICES, LLC \$1,730.00; THE AFTERMARKET PARTS COMPANY, LLC \$142.05; THYSSEN KRUPP ELEVATOR CORP. \$281.25; TRC FABRICATION, LLC \$642,396.71; VERIZON WIRELESS \$8,237.45; VIRGINIAN VILLAGE CONDO HOA \$1,080.00; VISA

\$32,262.27; WATKINS, MARK \$85.15; WEST COAST CODE CONSULTANTS \$1,995.00; WHEELER TANK TESTING, INC. \$1,335.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$14,553.00; WYOMING FIRST AID & SAFETY \$531.74; WYOMING GARAGE DOOR, LLC \$693.00; WYOMING LAW ENFORCEMENT ACADEMY \$675.00; Y2 CONSULTANTS, LLC \$787.50; YELLOW IRON EXCAVATION, LLC \$1,130.00; ZEP SALES & SERVICE \$1,659.52

- C. **P23-050: Temporary Sign Permit for Teton Valley Ranch Camp.** To approve temporary banner application (P23-050) for Teton Valley Ranch Camp including the three conditions of approval recommended by the Planning Director in the staff report dated May 1, 2023.
- D. **P23-053: Temporary Sign Permit for Sublette County Rock Hounds.** To approve temporary banner application (P23-053) for Sublette County Rock Hounds including the three conditions of approval recommended by the Planning Director in the staff report dated May 1, 2023.
- E. **P23-070: Temporary Sign Permit for Becoming Jackson Hole Summit.** To approve temporary banner application (P23-070) for Becoming Jackson Whole including the three conditions of approval recommended by the Planning Director in the staff report dated May 1, 2023.
- F. **P23-072: Temporary Sign Permit for Vista 360 LVE.** To approve temporary banner application (P23-072) for Vista360 including the three conditions of approval recommended by the Planning Director in this staff report dated May 1, 2023.
- G. **P23-075: Temporary Sign Permit for Trout Unlimited.** To approve temporary banner application (P23-075) for Trout Unlimited including the three conditions of approval recommended by the Planning Director in the staff report dated May 1, 2023.
- H. **E23-0066: 174 N. King Street Easement Vacate Access and Utility Easement.** To approve the Utility Easement and authorize the Mayor to execute all necessary contract agreements subject to minor changes by staff.
- I. **E23-0015 & 16: Wastewater and Water Agreements with JHHR Development II Inc.** To approve:
 - (1) The Wastewater Treatment Facilities Connection and Use Agreement between the Town of Jackson and JHHR Development II Inc.
 - (2) The Water Supply Agreement between the Town of Jackson and JHHR Development II Inc.
 - (3) authorize the mayor to execute the Agreements subject to minor changes by staff.
- J. **Street Inventory and Condition Assessment.** To approve the Framework Agreement for Professional Surveying Services between the Town and Enclosure Surveying and authorize the mayor to execute the agreement, subject to minor changes by staff.
- K. **Professional Surveying Services.** To approve the Framework Agreement for Professional Surveying Services between the Town and Enclosure Surveying and authorize the mayor to execute the agreement, subject to minor changes by staff.
- L. **Revocable License Agreements for the Summit Connector Chair Placemaking Project.** To approve the Revocable License for Chairlift Seating Agreements for the following locations: the Center for the Arts, Town Square, Phil Baux Park, and Home Ranch, subject to any minor staff modifications, and authorize the Mayor to execute all necessary agreements.
- M. **Monsido Website Accessibility Platform Agreement.** To approve the Monsido Sales Agreement as presented in this staff report and authorize the Mayor to execute the Agreement.
- N. **Tree City USA Application.** To approve signature and submittal of Tree City USA application for the Town of Jackson.

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

Town Manager Contract. Roxanne made staff comment. Council held discussion. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager contract with Tyler Sinclair as presented at a rate of \$221,000 annually. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Local Resolutions for Town Council Support to Wyoming Association of Municipalities. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to submit the four Resolutions attached to the staff report dated May 1, 2023 to WAM. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P23-019 Request for Subdivision Plat at 175 S. Glenwood (Arts District). Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Subdivision Plat (P23-019) for the Arts District West Condominium Addition to the Town of Jackson at the property addressed at 175 S. Glenwood Street based upon the findings and conditions presented in the staff report, the departmental reviews, subject to this staff report dated May 1, 2023, subject to minor changes by staff, and subject to the following conditions of approval:

1. Within sixty (60) calendar days from the date of Town Council approval, all departmental reviews shall be addressed to the satisfaction of the Town, and the Final Plat shall be recorded with the County Clerk, otherwise the subdivision plat shall expire.
2. Park and School Exactions shall be paid at the time of the Final Plat recording.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record Affordable Rental deed restrictions against the designated units.
4. Immediately following recordation of the Final Plat, an Affidavit Affecting Title meeting the satisfaction of the Town, shall be recorded for each unit with Limited Common Element Encroachment.

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

P21-333 Short-term Rental LDR Update. Tyler Sinclair, Paul Anthony, and Lea Colasuonno made staff comment. Council held discussion with staff. Julien Hass, Kelsey Yarzab, and Kelly Akin made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve text amendment P21-333 related to Short-term Rentals in residential zones, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the staff report dated May 1, 2023, and direct staff to prepare the required Ordinances for consideration at first reading at a future meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:00 p.m. and reconvened at 8:07 p.m.

E23-0024 Lower Valley Energy 4000 S. Hwy 89 Sewer Connection Request. Brian Lenz made staff comment. Council held discussion with staff. Bill Collins and Kent Vanwiper made public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to:

1. Approve Lower Valley Energy's request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; and,
2. Direct staff to draft a Sewer Service Connection and Use Agreement and present the Agreement to Council for consideration at a future Council Meeting.

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

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

Ordinance J: Neighborhood High Density-1 (NH-1) Zoning Amendment.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1217; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MINIMUM DENSITY REQUIREMENTS IN THE NEIGHBORHOOD HIGH DENSITY-1 ZONING DISTRICT.

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

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance J on third reading and designate it Ordinance 1343. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance K: An Ordinance Establishing Encroachment Permits for Parklets.

AN ORDINANCE ADDING CHAPTER 12.10 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON
CREATING ENCROACHMENT PERMIT – PARKLETS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance K on
third reading and designate it Ordinance 1344. Mayor Morton Levinson called for the vote. The vote
showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed Teton County School District’s SPET employee
housing project, Sustainable Destination Management meetings, the Teton County Wastewater Master
Plan, and bearproof receptacles. Council discussed the franchise request from Toro Blanco LLC and
requested that staff add it to the Potential Item (PI) List.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained
updates on upcoming special events and capital projects. Brian Lenz discussed the Rancher Street
project. Johnny Ziem discussed the Flat Creek project. A motion was made by Arne Jorgensen and
seconded by Jim Rooks to approve the Town Manager’s report. Mayor Morton Levinson called for the
vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jim Rooks and seconded by Jonathan Schechter to adjourn. Mayor
Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting
adjourned at 8:37 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 10, 2023

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MAY 8, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:31 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: Vice Mayor Arne Jorgensen and Jonathan Schechter. Via Zoom: Jim Rooks. Absent: Mayor Morton Levinson and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Lea Colasuonno, Steve Ashworth, April Norton, Michael “Zolo” Palazzolo, Bruce Abel, Floren Poliseo, Kelly Thompson, and Riley Taylor.

Resolution 23-05: Fee Schedule. Susan Scarlata 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 Resolution 23-05 Updating Resolution Setting Fees, Costs, and Charges (A Fee Schedule) as presented. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

FY24 Budget Introduction and Overview. Tyler Sinclair and Kelly Thompson made staff comment. There was no public comment. Council held discussion with staff. No motion was made.

Council recessed at 3:11 p.m. and reconvened at 3:21 p.m.

Council continued discussion with staff regarding the FY24 Budget. Lynsey Lenamond, Floren Poliseo, and Zolo made staff comment. No motion was made.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:02 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 17, 2023

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842052023	MAY PREMIUM	04/01/2023	96.00	96.00	04/28/2023
Total 328:					96.00	96.00	
425	ACE EQUIPMENT & SUPPLY	175216	MANREL PELICAN	04/20/2023	505.60	.00	
Total 425:					505.60	.00	
51	ACE HARDWARE	821777	WALL PLATE	04/20/2023	6.28	.00	
51	ACE HARDWARE	821790	CAULK AND CAULK GUN	04/20/2023	16.48	.00	
51	ACE HARDWARE	821801	WALLPLATE AND GUTTER	04/20/2023	127.99	.00	
51	ACE HARDWARE	821892	CEILING BOX	04/21/2023	11.99	.00	
51	ACE HARDWARE	822161	BATTERY	04/24/2023	19.99	.00	
51	ACE HARDWARE	822231	LIGHT BULBS	04/25/2023	11.99	.00	
51	ACE HARDWARE	822238	LED BULBS	04/25/2023	17.99	.00	
51	ACE HARDWARE	822261	EXT CORD	04/25/2023	39.99	.00	
51	ACE HARDWARE	822299	SANDING SPONGE	04/25/2023	75.97	.00	
51	ACE HARDWARE	822419	LED BULBS	04/26/2023	269.97	.00	
51	ACE HARDWARE	822489	PAINT TRAY	04/26/2023	9.48	.00	
51	ACE HARDWARE	822539	LUBRICANT	04/27/2023	20.98	.00	
51	ACE HARDWARE	822601	planter and shovel	04/27/2023	186.96	.00	
51	ACE HARDWARE	822608	MOUNT	04/27/2023	5.99	.00	
51	ACE HARDWARE	822676	CROSSBAR	04/28/2023	12.37	.00	
51	ACE HARDWARE	823018	SPRAY PAINT	05/01/2023	12.00	.00	
51	ACE HARDWARE	823108	STAIN AND BRUSHES	05/02/2023	85.97	.00	
51	ACE HARDWARE	823141	FAUCET	05/02/2023	84.97	.00	
51	ACE HARDWARE	823162	SPRAY PAINT	05/02/2023	20.87	.00	
51	ACE HARDWARE	823178	CREDIT	05/02/2023	6.00-	.00	
51	ACE HARDWARE	823249	SUPPLIES	05/03/2023	19.86	.00	
51	ACE HARDWARE	823296	DOWNSPOUT	05/03/2023	4.99	.00	
51	ACE HARDWARE	823302	VARNISH	05/03/2023	41.98	.00	
51	ACE HARDWARE	823310	HAMMER	05/03/2023	93.98	.00	
51	ACE HARDWARE	823334	CAULK	05/03/2023	33.95	.00	
51	ACE HARDWARE	823353	FLAGGING TAPE	05/03/2023	48.98	.00	
51	ACE HARDWARE	823355	GOO GONE AND SCRAPER	05/03/2023	27.46	.00	
51	ACE HARDWARE	823485	2X4	05/04/2023	8.99	.00	
51	ACE HARDWARE	823521	2X4	05/04/2023	8.99	.00	
51	ACE HARDWARE	823530	VALVE AND NIPPLES	05/04/2023	23.47	.00	
Total 51:					1,344.88	.00	
2269	AFLAC	586570	ACCOUNT #y9599	04/25/2023	2,399.87	2,399.87	04/28/2023
Total 2269:					2,399.87	2,399.87	
6686	Allegiance Benefit Plan Manage, I	050123	premium	05/01/2023	59,872.24	59,872.24	05/01/2023
6686	Allegiance Benefit Plan Manage, I	050423	claims	05/04/2023	31,678.65	31,678.65	05/04/2023
Total 6686:					91,550.89	91,550.89	
6524	ALPHAGRAPHICS	IX-312092	SIGNAGE	04/24/2023	529.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6524:					529.66	.00	
5726	AMAZON	050223	WEB SERVICES	05/02/2023	78.99	.00	
5726	AMAZON	111-8870414-4	NEW BUS SUPPLIES	05/02/2023	1,421.19	.00	
5726	AMAZON	11H4-F7PK-VP	IPHONE CHARGERS	05/08/2023	289.26	.00	
5726	AMAZON	17XV-VJTK-4N	CARGO PANTS UNIFORM	05/02/2023	246.00	.00	
5726	AMAZON	1MGF-K22N-J	LED BULBS	04/23/2023	449.85	.00	
5726	AMAZON	1NFP-LH73-1J	BATTERIES	05/03/2023	94.53	.00	
Total 5726:					2,579.82	.00	
4230	American Diversity Business Solut	00-850464	PARKING CITE BOOKS	05/02/2023	1,360.06	.00	
Total 4230:					1,360.06	.00	
7221	ANDERS GLASS AND TINT	1022	WINDSHIELDS	05/07/2023	1,080.00	.00	
Total 7221:					1,080.00	.00	
383	ANTLER MOTEL, INC.	050123	HOTEL ROOM VICTIM SERVICE	05/01/2023	172.00	.00	
Total 383:					172.00	.00	
7027	ARISTORENAS, MARIA	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7027:					450.00	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	04/12/2023	43.23	.00	
1783	AT&T	287279795460	charges for account 28727979546	04/11/2023	251.88	.00	
Total 1783:					295.11	.00	
6757	AXON ENTERPRISES, INC	INUS148101	BWC UNLLIMITED	04/01/2023	47,014.15	.00	
6757	AXON ENTERPRISES, INC	INUS156198	MAGNET MOUNT	05/04/2023	313.00	.00	
Total 6757:					47,327.15	.00	
7028	BADILLO, MARCELA	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7028:					450.00	.00	
6879	BAKER, DAVID	050823	TRAVEL EXPENSES	05/08/2023	265.50	.00	
Total 6879:					265.50	.00	
7033	BERGMAN, PIERRE	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7033:					450.00	.00	
4774	BIG R RANCH & HOME	1612081	T-POST DRIVER	05/03/2023	144.94	.00	
Total 4774:					144.94	.00	
2696	BISCO	1752109	PIPE WRENCH	04/20/2023	424.92	.00	
Total 2696:					424.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3500	BISON LUMBER	2304-807481	1X4 PINE	04/23/2023	5.85	.00	
Total 3500:					5.85	.00	
1560	BLUE SPRUCE CLEANERS,INC	050123	DRY CLEANING PD	05/01/2023	175.62	.00	
1560	BLUE SPRUCE CLEANERS,INC	050323	DRY CLEANING SAM JEWISON	05/03/2023	62.90	.00	
Total 1560:					238.52	.00	
6727	BRIGGS, ERIC L	21240	TOOLS	04/20/2023	175.90	.00	
6727	BRIGGS, ERIC L	21242	TOOLS	04/20/2023	18.90	.00	
6727	BRIGGS, ERIC L	21404	TOOLS	04/27/2023	35.40	.00	
6727	BRIGGS, ERIC L	21560	TOOLS	05/04/2023	172.95	.00	
Total 6727:					403.15	.00	
7077	BURKHOLDER, SHAWN	050823	JUNE RENT	05/08/2023	1,850.00	.00	
Total 7077:					1,850.00	.00	
5	CARQUEST AUTO PARTS INC.	60090-607321	CREDIT	04/06/2023	999.99-	.00	
5	CARQUEST AUTO PARTS INC.	6090-307321	CREDIT	04/06/2023	999.99-	.00	
5	CARQUEST AUTO PARTS INC.	6090-610487	SAFETY PIN	05/04/2023	9.27	.00	
Total 5:					1,990.71-	.00	
102	CASELLE INC.	123870	CONTRACT SUPPORT	04/01/2023	1,867.00	.00	
102	CASELLE INC.	124485	CONTRACT SUPPORT	05/01/2023	1,867.00	.00	
Total 102:					3,734.00	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	04/13/2023	46.73	.00	
544	CENTURYLINK	636828471	75912352 072022	04/20/2023	291.26	.00	
Total 544:					337.99	.00	
7089	CHARLIE'S PLUMBING OF JH	9679-2	DELONEY BATHROOMS	05/03/2023	225.00	.00	
Total 7089:					225.00	.00	
5967	CITY OF DRIGGS	BBSTART2023	MAY RENT	05/05/2023	1,917.92	.00	
Total 5967:					1,917.92	.00	
6001	CIVICPLUS	260582	CONTRACT BASE	04/28/2023	1,019.23	.00	
Total 6001:					1,019.23	.00	
514	CONRAD & BISCHOFF INC.	IN-341550-23	FUEL	02/27/2023	33,912.53	.00	
514	CONRAD & BISCHOFF INC.	IN-432927-23	FUEL	04/24/2023	32,206.19	.00	
Total 514:					66,118.72	.00	
6475	CONVERGEONE, INC	PS232353	PROFESSIONAL SERVICES	04/25/2023	1,960.00	.00	
Total 6475:					1,960.00	.00	
1691	CORE & MAIN LP	S707982	METER SOFTWARE	04/21/2023	3,799.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1691:					3,799.95	.00	
7111	DAWSON INFRASTRUCTURE S	INV212525	FRONT FLAP	04/27/2023	394.93	.00	
7111	DAWSON INFRASTRUCTURE S	INV212531	FLAP BLAST CONTROL	04/27/2023	258.46	.00	
Total 7111:					653.39	.00	
7030	DAY, JEAN	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7030:					450.00	.00	
4918	DEAN'S PEST CONTROL LLC	79588	WWTP	04/14/2023	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	79940	PW BUILDING	04/18/2023	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	79975	START	04/14/2023	100.00	.00	
Total 4918:					250.00	.00	
708	DELTA DENTAL PLAN OF WYOM	04/01/2023	MARCH CLAIMS	04/01/2023	8,366.00	8,366.00	04/28/2023
708	DELTA DENTAL PLAN OF WYOM	04/01/2023	MAY PREMIUM	04/01/2023	5.20	5.20	04/28/2023
Total 708:					8,371.20	8,371.20	
6883	DIVISION OF CHILD SUPPORT	050423	DCSE CASE #0005405448	05/04/2023	509.23	509.23	05/04/2023
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	050123	APRIL CRIME SURCHARGE	05/01/2023	300.00	.00	
Total 2175:					300.00	.00	
1134	ENERGY LABORATORIES INC.	547807	EFFLUENT	04/26/2023	621.00	.00	
1134	ENERGY LABORATORIES INC.	547809	INFLUENT AND EFFLUENT	04/26/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	547811	WELL SAMPLES	04/26/2023	295.00	.00	
1134	ENERGY LABORATORIES INC.	547812	INFLUENT AND EFFLUENT	04/26/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	548183	INFLUENT AND EFFLUENT	04/27/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	548352	SAMPLE	05/01/2023	111.00	.00	
1134	ENERGY LABORATORIES INC.	548353	SAMPLE	05/01/2023	121.00	.00	
Total 1134:					2,309.00	.00	
6552	ETNA TRADE PARK LLC	050823	JUNE RENT	05/08/2023	4,062.00	.00	
Total 6552:					4,062.00	.00	
7228	EVANS, SARA	050823	RESTITUTION PAYMENT 23-02-	05/08/2023	300.00	.00	
Total 7228:					300.00	.00	
3195	FERGUSON ENTERPRISES, IN	1493913	REP KIT	04/28/2023	4.41	.00	
Total 3195:					4.41	.00	
5463	FIGJAM ENTERPRISES, LLC	1229	TOWN HALL WINDOWS	05/03/2023	500.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1229	MILLER PARK	05/03/2023	175.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1229	SI -FERRIN	05/03/2023	250.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1229	DELONEY BATHROOMS	05/03/2023	325.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1231	PW TRAILER	05/04/2023	500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5463	FIGJAM ENTERPRISES, LLC	1231	HOME RANCH WINDOW CLEAN	05/04/2023	1,400.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1232	WINDOW CLEANING START	05/06/2023	4,200.00	.00	
Total 5463:					7,350.00	.00	
4294	FIRE SERVICES OF IDAHO	12509586	ALARM SYSTEM REPAIR	04/28/2023	5,696.57	.00	
Total 4294:					5,696.57	.00	
7034	FRITTS, JASON	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7034:					450.00	.00	
6844	GE SOFTWARE	211040	FUEL MODULE	04/30/2023	80.00	.00	
Total 6844:					80.00	.00	
4212	GILLIG LLC	40967175C	PAID TWICE	11/16/2022	1,203.13-	.00	
4212	GILLIG LLC	41034170	ISOLATOR	04/24/2023	30.24	.00	
4212	GILLIG LLC	41034985	HARNESS	04/26/2023	20.98	.00	
4212	GILLIG LLC	41036079	AIRSEAL	04/28/2023	12.64	.00	
Total 4212:					1,139.27-	.00	
1165	GRAFIX SHOPPE INC.	150170	GRAPHIC KITS	04/18/2023	526.09	.00	
1165	GRAFIX SHOPPE INC.	150171	GRAPHIC KITS	04/18/2023	315.00	.00	
1165	GRAFIX SHOPPE INC.	150171	GRAPHIC KITS	04/18/2023	2,355.14	.00	
Total 1165:					3,196.23	.00	
7229	GRAND VIEW CONDO ASSOC	042523	REFUND WATER	04/25/2023	40.88	.00	
Total 7229:					40.88	.00	
6794	GRANICUS, LLC	165022	ACCESS CHARGES	05/01/2023	887.50	.00	
Total 6794:					887.50	.00	
4988	HD FOWLER COMPANY	16375620	MJ CAP	04/27/2023	139.25	.00	
Total 4988:					139.25	.00	
6893	HEALTHIEST YOU	202304149145	MAY PREMIUM	04/01/2023	1,393.20	1,393.20	04/28/2023
Total 6893:					1,393.20	1,393.20	
7031	HERNANDEZ, BRANDON	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0372245	FLEET	04/13/2023	30.04	.00	
96	HIGH COUNTRY LINEN	0372245	SEWER	04/13/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0372245	WATER	04/13/2023	20.81	.00	
96	HIGH COUNTRY LINEN	0372245	BUILD MAINT	04/13/2023	15.52	.00	
96	HIGH COUNTRY LINEN	0372245	WWTP	04/13/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0372245	SHOP SUPPLIES	04/13/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0372245	fACILITY	04/13/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0372245	ADMIN	04/13/2023	3.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0372245	WATER	04/13/2023	4.75-	.00	
96	HIGH COUNTRY LINEN	0372245	STREET	04/13/2023	19.07	.00	
96	HIGH COUNTRY LINEN	0372245	ADMIN	04/13/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0372928	WWTP	04/19/2023	64.13	.00	
96	HIGH COUNTRY LINEN	0373124	ADMIN	04/20/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0373124	WATER	04/20/2023	.55	.00	
96	HIGH COUNTRY LINEN	0373124	BUILD MAINT	04/20/2023	25.02	.00	
96	HIGH COUNTRY LINEN	0373124	WWTP	04/20/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0373124	SHOP SUPPLIES	04/20/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0373124	FACILITY	04/20/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0373124	SEWER	04/20/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0373124	WATER	04/20/2023	16.33	.00	
96	HIGH COUNTRY LINEN	0373124	STREET	04/20/2023	18.80	.00	
96	HIGH COUNTRY LINEN	0373124	ADMIN	04/20/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0373124	CREDIT	04/20/2023	1.10-	.00	
96	HIGH COUNTRY LINEN	0373124	FLEET	04/20/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0373426	MATS @ TOWN HALL	04/21/2023	257.93	.00	
96	HIGH COUNTRY LINEN	0373962	MATS @ START	04/26/2023	225.39	.00	
96	HIGH COUNTRY LINEN	0374527	MATS @ SI FERRIN	05/01/2023	17.33	.00	
96	HIGH COUNTRY LINEN	0374530	MATS @ HOME RANCH	05/01/2023	53.96	.00	
96	HIGH COUNTRY LINEN	S0373803	TOWELS	04/26/2023	75.66	.00	
96	HIGH COUNTRY LINEN	S0374221	SUPPLIES	04/27/2023	101.58	.00	
96	HIGH COUNTRY LINEN	S0375248	BATHROOM CLEANER	05/04/2023	162.14	.00	
Total 96:					1,238.74	.00	
7064	HUB INTERNATIONAL	3069783	1095 FORM PREP	02/15/2023	1,679.00	.00	
Total 7064:					1,679.00	.00	
36	IDAHO STATE TAX COMMISSIO	042823	APRIL WITHHOLDINGS	04/28/2023	4,491.00	4,491.00	04/28/2023
Total 36:					4,491.00	4,491.00	
7226	INTERMOUNTAIN SALES OF DE	30516	KEY EXTENSION AND WAND	05/01/2023	945.00	.00	
Total 7226:					945.00	.00	
106	INTERSTATE BATTERY	22257038	BATTERIES	05/02/2023	304.85	.00	
Total 106:					304.85	.00	
6954	IVY OUTDOOR SERVICES LLC	0000036	APRIL TRASH ROUTE START	05/01/2023	1,144.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000037	APRIL TOWN ROUTE	05/08/2023	4,254.00	.00	
Total 6954:					5,398.00	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND MARCH	04/15/2023	47,112.00	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND	04/15/2023	12,703.54	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND	04/15/2023	12,672.48	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND MARCH	04/15/2023	12,517.18	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND	04/15/2023	11,305.84	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND MARCH	04/15/2023	8,768.73	.00	
6931	JACKSON DOWNTOWNER, LLC	1020	START ON DEMAND MARCH	04/15/2023	61,157.14	.00	
Total 6931:					166,236.91	.00	
7163	JACKSON GROUP LOCKBOX	638844IF	FUEL FILTER	04/26/2023	97.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7163:					97.68	.00	
131	JACKSON HOLE NEWS & GUID	352010	AD#416743	04/26/2023	112.50	.00	
131	JACKSON HOLE NEWS & GUID	352011	AD#416742	04/26/2023	112.50	.00	
131	JACKSON HOLE NEWS & GUID	352012	AD#416741	04/26/2023	45.00	.00	
131	JACKSON HOLE NEWS & GUID	352013	AD#416740	04/26/2023	112.50	.00	
131	JACKSON HOLE NEWS & GUID	352014	AD#416739	04/26/2023	661.50	.00	
131	JACKSON HOLE NEWS & GUID	352069	AD#416765	04/26/2023	638.40	.00	
131	JACKSON HOLE NEWS & GUID	352379	AD#416956	05/03/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	352461	AD#417028	05/03/2023	76.50	.00	
131	JACKSON HOLE NEWS & GUID	352462	AD#417029	05/03/2023	117.00	.00	
131	JACKSON HOLE NEWS & GUID	352463	AD#417030	05/03/2023	562.50	.00	
131	JACKSON HOLE NEWS & GUID	352464	AD#416744	05/03/2023	180.00	.00	
Total 131:					3,051.60	.00	
114	JACKSON LUMBER INC	0000865065-0	INSULATION	04/04/2023	403.39	.00	
114	JACKSON LUMBER INC	0000865380-0	TYVEK	04/05/2023	33.38	.00	
114	JACKSON LUMBER INC	0000865714-0	BOSCH LASER	04/06/2023	165.00	.00	
114	JACKSON LUMBER INC	0000866125-0	SHEETROCK	04/07/2023	47.30	.00	
114	JACKSON LUMBER INC	0000867355-0	SHEETROCK	04/12/2023	22.14	.00	
Total 114:					671.21	.00	
115	JACKSON PAINT AND GLASS, I	I130225	INSTALL WINDSHIELDS	04/18/2023	990.00	.00	
115	JACKSON PAINT AND GLASS, I	I130360	WINSHIELD INSTALL	04/28/2023	770.00	.00	
Total 115:					1,760.00	.00	
2485	KENWORTH SALES COMPANY	004P15994	PRO TORQUE	04/26/2023	216.44	.00	
2485	KENWORTH SALES COMPANY	004P16489	GASKET	05/02/2023	130.40	.00	
Total 2485:					346.84	.00	
5383	KNECHT, CRAIG	050223	REIMBURSE CMU HAT	05/02/2023	147.86	.00	
Total 5383:					147.86	.00	
7029	KRUEGER, ERICA JADE	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7029:					450.00	.00	
5691	LEPCO	52345	ULTRA PRESOAK	04/27/2023	386.88	.00	
5691	LEPCO	52514	CLEAN SOLUTION	05/05/2023	1,507.92	.00	
Total 5691:					1,894.80	.00	
2224	LOCAL GOV'T LIABILITY POOL	14663	DEDUCTIBLE AA230063	05/03/2023	1,000.00	.00	
Total 2224:					1,000.00	.00	
4719	LOEBE, MARC	042023	DOT PHYSICAL	04/20/2023	155.00	.00	
Total 4719:					155.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 04-	3150 S ADAMS CANYON DR, JA	04/28/2023	344.59	.00	
156	LOWER VALLEY ENERGY INC	92050-003 04-	SPRUCE DR PUMP HOUSE, JA	04/28/2023	272.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-005 04-	CACHE KUDAR LT, JACKSON,	04/28/2023	48.36	.00	
156	LOWER VALLEY ENERGY INC	92050-006 04-	N CACHE ST LIGHTING, JACKS	04/28/2023	28.46	.00	
156	LOWER VALLEY ENERGY INC	92050-008 04-	CEMETERY, JACKSON, WY 20	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 04-	ELY SPRINGS RD WELL 6,7,8, J	04/28/2023	1,275.86	.00	
156	LOWER VALLEY ENERGY INC	92050-014 04-	135 E BROADWAY AVE HEAT TA	04/28/2023	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-016 04-	210 N CACHE ST HOME RANCH	04/28/2023	47.14	.00	
156	LOWER VALLEY ENERGY INC	92050-017 04-	WASTE WATER TRTMT INTERM	04/28/2023	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 04-	RANGEVIEW DR LIFT PUMP CO	04/28/2023	95.17	.00	
156	LOWER VALLEY ENERGY INC	92050-020 04-	S HWY 89 PATHWAY TUNNEL LT	04/28/2023	32.40	.00	
156	LOWER VALLEY ENERGY INC	92050-021 04-	150 E PEARL AVE, JACKSON, W	04/28/2023	1,339.96	.00	
156	LOWER VALLEY ENERGY INC	92050-023 04-	RANGEVIEW DR LOTS 18,19 LT	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-024 04-	1605 BERGER LN SEWER LIFT	04/28/2023	25.16	.00	
156	LOWER VALLEY ENERGY INC	92050-025 04-	450 W SNOW KING AVE NEW S	04/28/2023	546.17	.00	
156	LOWER VALLEY ENERGY INC	92050-026 04-	450 W SNOW KING AVE SHOP, J	04/28/2023	326.48	.00	
156	LOWER VALLEY ENERGY INC	92050-027 04-	RANGEVIEW DR LOTS 20,21 LT	04/28/2023	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-028 04-	RANGEVIEW DR LOTS 26,27 LT	04/28/2023	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-030 04-	RANGEVIEW DR LOTS 95,96 LT	04/28/2023	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-031 04-	MOUNTAIN VIEW LN LOT 38,39	04/28/2023	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-032 04-	LILAC LN LOTS 88, 89 LTS, JAC	04/28/2023	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-034 04-	LILAC LN LOTS 80, 81 LTS, JAC	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 04-	RANGEVIEW DR LOTS 41,42 LT	04/28/2023	20.19	.00	
156	LOWER VALLEY ENERGY INC	92050-036 04-	RANGEVIEW DR LOTS 12,13 LT	04/28/2023	16.56	.00	
156	LOWER VALLEY ENERGY INC	92050-039 04-	LILAC LN LOTS 86, 87 LTS, JAC	04/28/2023	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-040 04-	CORNER CREEK & LILAC LOTS	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-041 04-	LILAC & DAISY LOTS 99, 101 LT	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 04-	CORNER CREEK LOTS 68,69 LT,	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-044 04-	SNOW KING ESTATES BOOSTE	04/28/2023	443.56	.00	
156	LOWER VALLEY ENERGY INC	92050-045 04-	TOWN SQUARE LIGHTS, JACKS	04/28/2023	104.14	.00	
156	LOWER VALLEY ENERGY INC	92050-047 04-	WASTE WATER TRTMT UV BLD	04/28/2023	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 04-	WASTE WATER TRTMT PTB 545	04/28/2023	7,582.45	.00	
156	LOWER VALLEY ENERGY INC	92050-050 04-	2 MG TANK, JACKSON, WY 200	04/28/2023	21.22	.00	
156	LOWER VALLEY ENERGY INC	92050-051 04-	WELL #5 KARNS MEADOW DR,	04/28/2023	2,594.24	.00	
156	LOWER VALLEY ENERGY INC	92050-052 04-	675 E BROADWAY AVE WELL #1	04/28/2023	615.60	.00	
156	LOWER VALLEY ENERGY INC	92050-053 04-	WELLS #2 & #3, JACKSON, WY	04/28/2023	1,733.70	.00	
156	LOWER VALLEY ENERGY INC	92050-054 04-	CITY WELL ELK REF 1, JACKSO	04/28/2023	92.07	.00	
156	LOWER VALLEY ENERGY INC	92050-055 04-	CITY WELL ELK REF 2, JACKSO	04/28/2023	77.29	.00	
156	LOWER VALLEY ENERGY INC	92050-059 04-	440 W SNOW KING AVE POLICE	04/28/2023	244.31	.00	
156	LOWER VALLEY ENERGY INC	92050-060 04-	400 W SNOW KING AVE S GAR,	04/28/2023	871.00	.00	
156	LOWER VALLEY ENERGY INC	92050-061 04-	400 W SNOW KING AVE PUBLIC	04/28/2023	1,200.60	.00	
156	LOWER VALLEY ENERGY INC	92050-074 04-	CRABTREE LN THAW WELL #2,	04/28/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 04-	145 W HANSEN AVE FRONT, JA	04/28/2023	130.55	.00	
156	LOWER VALLEY ENERGY INC	92050-079 04-	145 W HANSEN AVE BACK, JAC	04/28/2023	158.12	.00	
156	LOWER VALLEY ENERGY INC	92050-081 04-	IRR CONTROL & LTS PEARL ST,	04/28/2023	22.51	.00	
156	LOWER VALLEY ENERGY INC	92050-082 04-	400 W SNOW KING AVE E STOR	04/28/2023	384.73	.00	
156	LOWER VALLEY ENERGY INC	92050-090 04-	955 MAPLE WAY, JACKSON, WY	04/28/2023	141.01	.00	
156	LOWER VALLEY ENERGY INC	92050-092 04-	3150 S ADAMS CANYON DR ANI	04/28/2023	594.55	.00	
156	LOWER VALLEY ENERGY INC	92050-102 04-	145 W HANSEN AVE FRONT, JA	04/28/2023	58.08	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	04/28/2023	1,904.01	.00	
156	LOWER VALLEY ENERGY INC	92050-106 04-	940 SIMON LN, JACKSON, WY	04/28/2023	180.29	.00	
156	LOWER VALLEY ENERGY INC	92050-111 04-2	PEARL & WILLOW ST LTS, JACK	04/28/2023	18.18	.00	
156	LOWER VALLEY ENERGY INC	92050-114 04-2	210 N CACHE ST HOME RANCH	04/28/2023	303.22	.00	
156	LOWER VALLEY ENERGY INC	92050-126 04-	SPRING WATER LN LIFT STATIO	04/28/2023	31.16	.00	
156	LOWER VALLEY ENERGY INC	92050-127 04-	3337 S CODY CREEK DR LIFT S	04/28/2023	525.51	.00	
156	LOWER VALLEY ENERGY INC	92050-130 04-	3 CREEK RANCH AFFORDABLE	04/28/2023	22.51	.00	
156	LOWER VALLEY ENERGY INC	92050-131 04-	195 E DELONEY AVE RESTROO	04/28/2023	272.19	.00	
156	LOWER VALLEY ENERGY INC	92050-132 04-	160 S MILLWARD ST PARKING	04/28/2023	1,414.81	.00	
156	LOWER VALLEY ENERGY INC	92050-134 04-	160 S MILLWARD ST PARKING	04/28/2023	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-332 04-	185 N GLENWOOD ST LTS, JAC	04/28/2023	24.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-334 04-	JOSEPHINE LOOP LOT 15 LIFT	04/28/2023	116.24	.00	
156	LOWER VALLEY ENERGY INC	92050-336 04-	HIDDEN RANCH PATHWAY TUN	04/28/2023	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-341 04-	210 N CACHE ST HOME RANCH	04/28/2023	27.04	.00	
156	LOWER VALLEY ENERGY INC	92050-342 04-	25 S REDMOND ST LT PEDESTA	04/28/2023	31.50	.00	
156	LOWER VALLEY ENERGY INC	92050-345 04-	930 SIMON LN, JACKSON, WY	04/28/2023	140.39	.00	
156	LOWER VALLEY ENERGY INC	92050-353 04-	W DELONEY & BROADWAY LTS,	04/28/2023	69.83	.00	
156	LOWER VALLEY ENERGY INC	92050-355 04-	S CACHE SE OF CENTER ARTS	04/28/2023	63.10	.00	
156	LOWER VALLEY ENERGY INC	92050-356 04-	55 KARNs MEADOW DR START	04/28/2023	2,984.60	.00	
156	LOWER VALLEY ENERGY INC	92050-357 04-	55 KARNs MEADOW DR START	04/28/2023	5,390.26	.00	
156	LOWER VALLEY ENERGY INC	92050-358 04-	650 W BROADWAY PATHWAY LT	04/28/2023	62.33	.00	
156	LOWER VALLEY ENERGY INC	92050-359 04-	MILLER PARK PARKING LOT CH	04/28/2023	87.59	.00	
156	LOWER VALLEY ENERGY INC	92050-360 04-	1035 W BROADWAY AVE PATH	04/28/2023	28.46	.00	
156	LOWER VALLEY ENERGY INC	92050-361 04-	625 W BROADWAY AVE NEW P	04/28/2023	22.78	.00	
156	LOWER VALLEY ENERGY INC	92050-362 04-	STELLARIA LN/S HWY 89 LIGHT	04/28/2023	19.80	.00	
156	LOWER VALLEY ENERGY INC	92050-363 04-	455 VINE ST UTIL, JACKSON, W	04/28/2023	57.15	.00	
156	LOWER VALLEY ENERGY INC	92050-364 04-	65 VIRGINIAN LN #5, JACKSON,	04/28/2023	66.37	.00	
156	LOWER VALLEY ENERGY INC	92050-365 04-	65 VIRGINIAN LN #7, JACKSON,	04/28/2023	68.85	.00	
156	LOWER VALLEY ENERGY INC	92050-367 04-	455 VINE ST APT #3, JACKSON,	04/28/2023	46.22	.00	
156	LOWER VALLEY ENERGY INC	92050-368 04-	455 VINE ST APT #4, JACKSON,	04/28/2023	51.62	.00	
156	LOWER VALLEY ENERGY INC	92050-370 04-	2022 WILDFLOWER CT, JACKS	04/28/2023	124.59	.00	
156	LOWER VALLEY ENERGY INC	92050-371 04-	2022 WILDFLOWER CT, JACKS	04/28/2023	44.31	.00	
156	LOWER VALLEY ENERGY INC	92050-374 04-	455 VINE ST APT #1, JACKSON,	04/28/2023	83.72	.00	
156	LOWER VALLEY ENERGY INC	92050-375 04-	155 E PEARL AVE, JACKSON, W	04/28/2023	22.57	.00	
156	LOWER VALLEY ENERGY INC	92050-376 04-	149 E PEARL AVE, JACKSON, W	04/28/2023	155.85	.00	
156	LOWER VALLEY ENERGY INC	92050-378 04-	145 E PEARL AVE #A EAST, JAC	04/28/2023	62.65	.00	
156	LOWER VALLEY ENERGY INC	92050-381 04-	915 SIMON LN, JACKSON, WY	04/28/2023	141.58	.00	
156	LOWER VALLEY ENERGY INC	92050-382 04-	BUDGE DR LT SYSTEM, JACKS	04/28/2023	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050-383 04-	SNOW KING DR WATER TANK C	04/28/2023	19.86	.00	
156	LOWER VALLEY ENERGY INC	92050-385 04-	85 N SPRING GULCH RD SPRIN	04/28/2023	274.23	.00	
156	LOWER VALLEY ENERGY INC	92050-388 04-	121 SHERWOOD CT BLDG 2 BU	04/28/2023	24.30	.00	
156	LOWER VALLEY ENERGY INC	92050-389 04-	1640 MARTIN LN LIFT STATION,	04/28/2023	23.86	.00	
156	LOWER VALLEY ENERGY INC	92050-390 04-	400 W SNOW KING AVE HOUSI	04/28/2023	220.66	.00	
156	LOWER VALLEY ENERGY INC	92050-391 04-	400 W SNOW KING AVE PARK M	04/28/2023	321.17	.00	
156	LOWER VALLEY ENERGY INC	92050-392 04-	400 W SNOW KING AVE ADMIN,	04/28/2023	802.21	.00	
156	LOWER VALLEY ENERGY INC	92050-393 04-	400 W SNOW KING AVE EMPLO	04/28/2023	672.93	.00	
156	LOWER VALLEY ENERGY INC	92050-395 04-	145 E PEARL AVE #C LOFT, JAC	04/28/2023	68.98	.00	
156	LOWER VALLEY ENERGY INC	92050-396 04-	145 E PEARL AVE HSE/CMN, JA	04/28/2023	101.30	.00	
156	LOWER VALLEY ENERGY INC	92050-397 04-	145 E PEARL AVE #B WEST, JA	04/28/2023	62.51	.00	
156	LOWER VALLEY ENERGY INC	92050-398 04-	155 E PEARL AVE, JACKSON, W	04/28/2023	99.07	.00	
156	LOWER VALLEY ENERGY INC	92050-399 04-	155 E PEARL AVE, JACKSON, W	04/28/2023	145.15	.00	
156	LOWER VALLEY ENERGY INC	92050-401 04-	455 VINE ST APT #2, JACKSON,	04/28/2023	92.79	.00	
156	LOWER VALLEY ENERGY INC	92050-405 04-	3585 S CANADIAN DR, JACKSO	04/28/2023	145.57	.00	
156	LOWER VALLEY ENERGY INC	92050-406 04-	3585 S CANADIAN DR, JACKSO	04/28/2023	20.52	.00	
156	LOWER VALLEY ENERGY INC	92050-407 04-	130 E KELLY AVE #23, JACKSO	04/28/2023	40.87	.00	
156	LOWER VALLEY ENERGY INC	92050-409 04-	6905 W HWY 22 RENTAL, WILS	04/28/2023	134.40	.00	
156	LOWER VALLEY ENERGY INC	92050-410 04-	910 SMITH LN, JACKSON, WY	04/28/2023	156.24	.00	
156	LOWER VALLEY ENERGY INC	92050-413 04-	76 E CIRCLE DR, THAYNE, WY	04/28/2023	178.91	.00	
Total 156:					40,079.81	.00	
7112	MARKMAN, JASON	050823	JUNE RENT	05/08/2023	1,900.00	.00	
Total 7112:					1,900.00	.00	
7230	MEAD & HUNT	347746-01	JAC SHUTTLE PILOT STUDY ST	04/25/2023	5,120.00	.00	
Total 7230:					5,120.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
998	METROQUIP INC	P20728	WATER PUMP	04/27/2023	2,381.68	.00	
998	METROQUIP INC	P20742	CYLINDER SEAL	04/27/2023	117.63	.00	
998	METROQUIP INC	P20776	BELTS	05/01/2023	2,828.05	.00	
Total 998:					5,327.36	.00	
5344	MEXIA, DOMINGO	159	TRANSLATION SERVICES	04/27/2023	320.00	.00	
5344	MEXIA, DOMINGO	160	TRANSLATION SERVICES	04/27/2023	360.00	.00	
Total 5344:					680.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6116626001	MISC SUPPLIES	04/14/2023	383.05	.00	
Total 4623:					383.05	.00	
257	NAPA AUTO PARTS INC.	122881	SCREW AND NUTS	02/15/2023	38.00	.00	
257	NAPA AUTO PARTS INC.	130696	GL WHITE	03/31/2023	11.29	.00	
257	NAPA AUTO PARTS INC.	130954	WHEEL NUT	04/03/2023	9.90	.00	
257	NAPA AUTO PARTS INC.	131346	AIR FILTER	04/05/2023	141.11	.00	
257	NAPA AUTO PARTS INC.	134158	AIR FILTER	04/20/2023	123.28	.00	
257	NAPA AUTO PARTS INC.	135002	FILTERS	04/25/2023	43.83	.00	
257	NAPA AUTO PARTS INC.	135003	AIR FILTER	04/25/2023	43.00	.00	
257	NAPA AUTO PARTS INC.	135059	CANISTER	04/25/2023	45.89	.00	
257	NAPA AUTO PARTS INC.	135071	OIL FILTER	04/25/2023	104.67	.00	
257	NAPA AUTO PARTS INC.	135282	CONTROL ARM	04/26/2023	162.91	.00	
257	NAPA AUTO PARTS INC.	135296	TRUCK ROCK	04/26/2023	502.35	.00	
257	NAPA AUTO PARTS INC.	135510	THREAD SEALANT	04/27/2023	9.69	.00	
257	NAPA AUTO PARTS INC.	136645	WIPER BLADES	05/02/2023	581.56	.00	
Total 257:					1,817.48	.00	
187	NELSON ENGINEERING	60773	PATHWAYS	01/31/2023	532.50	.00	
187	NELSON ENGINEERING	61342	22-278 SEWER MASTERPLAN	04/28/2023	5,880.00	.00	
Total 187:					6,412.50	.00	
7035	NOLAND, STACY	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7035:					450.00	.00	
1504	ONE CALL OF WYOMING	67143	APRIL TICKETS	05/03/2023	35.75	.00	
1504	ONE CALL OF WYOMING	67143	APRIL TICKETS	05/03/2023	35.75	.00	
Total 1504:					71.50	.00	
6607	OPS STRATEGIES, LLC	23002	TOWN LDR CLEANUP	03/24/2023	10,587.50	.00	
6607	OPS STRATEGIES, LLC	23003	INCLUSION SURVEY	04/28/2023	1,687.50	.00	
Total 6607:					12,275.00	.00	
5026	PELLETIER, CARL	042623	REIMBURSE	04/26/2023	13.81	.00	
Total 5026:					13.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	775493224	VALVE AND WASHER	04/27/2023	364.42	.00	
6483	PREMIER TRUCK- SALT LAKE C	775495056	INJECTOR KIT	05/03/2023	9,279.58	.00	
6483	PREMIER TRUCK- SALT LAKE C	775495365	HARNESS, GASKETS AND SEA	05/04/2023	342.27	.00	
6483	PREMIER TRUCK- SALT LAKE C	775495617	GASKET	05/05/2023	4.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6483:					9,991.17	.00	
4922	PREMIER VEHICLE INSTALLATI	775489234	INJECTOR	04/20/2023	6,383.34	.00	
4922	PREMIER VEHICLE INSTALLATI	775492272	SENSOR	04/25/2023	276.92	.00	
4922	PREMIER VEHICLE INSTALLATI	775492410	VALVE	04/25/2023	354.55	.00	
4922	PREMIER VEHICLE INSTALLATI	CM775486929	CREDIT	04/27/2023	581.88-	.00	
4922	PREMIER VEHICLE INSTALLATI	CM775489234	CREDIT	04/27/2023	748.14-	.00	
Total 4922:					5,684.79	.00	
6594	PROTERRA	1058946	DISPENSOR	04/26/2023	520.05	.00	
6594	PROTERRA	1059059	MIRROR	04/27/2023	95.80	.00	
Total 6594:					615.85	.00	
532	QUICK BROWN FOX LLC	4000	Summer/FALL PASSES	05/08/2023	275.00	.00	
Total 532:					275.00	.00	
7232	RADIODETECTION	CD318982	SERVICE REPAIR	04/10/2023	524.81	.00	
Total 7232:					524.81	.00	
215	RED'S AUTO GLASS, INC.	I041638	WINDSHIELD	04/19/2023	299.79	.00	
Total 215:					299.79	.00	
6274	REES, DAVID	050223	DOT PHYSICAL	05/02/2023	155.00	.00	
Total 6274:					155.00	.00	
5950	RELENTLESS LLC - DESERT SN	130730	WORKSHOP	03/26/2023	649.00	.00	
Total 5950:					649.00	.00	
2850	RT1 INC	042423	SHIPPING CHARGES	04/24/2023	42.24	.00	
2850	RT1 INC	042823	SHIPPING CHARGES	04/28/2023	15.55	.00	
Total 2850:					57.79	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	91498515	CHEM FEE	04/19/2023	496.73	.00	
Total 2669:					496.73	.00	
7032	SANCHEZ-MACHUCA, ROSA	042623	TASK FORCE	04/26/2023	450.00	.00	
Total 7032:					450.00	.00	
7203	SCHWARTZ, ANDY	042923	LOBBY SERVICES	04/29/2023	3,000.00	.00	
Total 7203:					3,000.00	.00	
231	SHERVIN'S INDEPENDENT OIL	32935	ALIGNMENT	05/02/2023	119.00	.00	
Total 231:					119.00	.00	
4720	SILVERSTAR	54639 0523	MONTHLY SERVICES	05/01/2023	2,695.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4720	SILVERSTAR	654791 050123	654791 SERVICES	05/01/2023	869.73	.00	
	Total 4720:				3,565.14	.00	
5938	SINGH, JOHN	050123	BOOTS	05/01/2023	100.00	.00	
	Total 5938:				100.00	.00	
4699	SNAKE RIVER ROASTING	800093	COFFEE	04/27/2023	47.00	.00	
	Total 4699:				47.00	.00	
5633	SNAKE RIVER SUPPLY, LLC	CMF MAT # 10	CORE FACILITY	04/20/2023	542,500.00	.00	
	Total 5633:				542,500.00	.00	
7050	SOSA'S JANITORIAL SERVICE	050423	CLEANING TOWN HALL	05/04/2023	4,320.00	.00	
	Total 7050:				4,320.00	.00	
6838	SPSC POA - South Park Services	050123	3500 SOUTH PARK	05/01/2023	301.38	.00	
	Total 6838:				301.38	.00	
241	ST JOHN'S HOSPITAL	001	SUMMER WALKING CHALLENGE	04/26/2023	250.00	.00	
241	ST JOHN'S HOSPITAL	50000741	CHEM AND LAB	04/06/2023	130.00	.00	
	Total 241:				380.00	.00	
6871	STANDARD INSURANCE COMP	041523	APRIL STD, LIFE, LTD	04/15/2023	4,752.65	4,752.65	04/28/2023
6871	STANDARD INSURANCE COMP	041523	APRIL VOLUNTARY POLICIES	04/15/2023	1,601.13	1,601.13	04/28/2023
6871	STANDARD INSURANCE COMP	041523	APRIL VOLUNTARY LIFE	04/15/2023	963.85	963.85	04/28/2023
	Total 6871:				7,317.63	7,317.63	
5260	STEPHENS, SHAWN	050123	TRAVEL EXPENSES	05/01/2023	1,151.99	.00	
	Total 5260:				1,151.99	.00	
7227	STEPHENS, TALON	050923	TRAVEL EXPENSES	05/09/2023	799.95	.00	
	Total 7227:				799.95	.00	
3989	STINKY PRINTS, INC	70473	coLOR REPRODUCTIONS	05/02/2023	157.93	.00	
	Total 3989:				157.93	.00	
7088	STONE, KIRK	050823	JUNE RENT	05/08/2023	2,800.00	.00	
	Total 7088:				2,800.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3400	CONSULTING	05/05/2023	7,500.00	.00	
	Total 7076:				7,500.00	.00	
4933	SYMBOLARTS, LLC	0461928	BADGE	04/28/2023	63.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4933:					63.60	.00	
1443	TETON COUNTY CLERK	050823FE	MONTHLY CONTRIBUTION FIRE	05/08/2023	113,078.50	.00	
1443	TETON COUNTY CLERK	050823H	MONTHLY CONTRIBUTION HOU	05/08/2023	32,102.25	.00	
1443	TETON COUNTY CLERK	050823PR	MONTHLY CONTRIBUTION PAR	05/08/2023	119,601.58	.00	
Total 1443:					264,782.33	.00	
6678	TETON COUNTY FAIR	96426	LIGHT TOKENS	04/28/2023	400.00	.00	
Total 6678:					400.00	.00	
581	TETON COUNTY INTEGRATED	050923	1ST QUARTER BAG FEES	05/09/2023	28,517.99	.00	
581	TETON COUNTY INTEGRATED	8536	WASTE DISPOSABLE	05/03/2023	78.00	.00	
Total 581:					28,595.99	.00	
2362	TETON COUNTY PUBLIC HEALT	23-2568	DRINKING WATER TESTS	05/03/2023	200.00	.00	
Total 2362:					200.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-9	BUILD GRANT	05/01/2023	21,568.87	.00	
Total 6902:					21,568.87	.00	
55	TETON COUNTY SHERIFF'S-JAI	643	MARCH INMATES	04/04/2023	936.00	.00	
Total 55:					936.00	.00	
996	TETON COUNTY SPECIAL FIRE	042523C	APRIL 2023 CAPITAL	04/25/2023	16,467.07	.00	
Total 996:					16,467.07	.00	
1614	TETON COUNTY-FUND 10	042523D	APRIL 2023 DISPTACH	04/25/2023	47,862.78	.00	
1614	TETON COUNTY-FUND 10	042523PATH	APRIL 2023 PATHWAYS	04/25/2023	5,459.42	.00	
1614	TETON COUNTY-FUND 10	042523PL	APRIL 2023 PLANNING	04/25/2023	11,681.44	.00	
Total 1614:					65,003.64	.00	
166	TETON COUNTY-FUND 19	042523C	APRIL 2023 CAPITAL	04/25/2023	11,353.41	.00	
Total 166:					11,353.41	.00	
268	TETON MOTORS INC	5106084	CONDENSER	05/02/2023	186.38	.00	
Total 268:					186.38	.00	
270	TETON RENTAL CENTER	125607	GRASS SEED SPREADER	05/06/2023	71.50	.00	
Total 270:					71.50	.00	
3162	TETON TRASH REMOVAL, INC.	23 MAY 629	145 HANSEN TRASH	05/01/2023	51.50	.00	
3162	TETON TRASH REMOVAL, INC.	23 MAY 629	145 HANSEN TRASH	05/01/2023	51.50	.00	
Total 3162:					103.00	.00	
6941	THE CONNOR E FIELD TRUST	050823	JUNE RENT	05/08/2023	2,575.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6941:					2,575.00	.00	
3423	THE RESULTS GROUP, LTD	1218	TRAINING	04/28/2023	5,937.50	.00	
Total 3423:					5,937.50	.00	
3955	THOMSON WEST	848226724	SUBSCRIPTION CHARGES	05/01/2023	460.47	.00	
3955	THOMSON WEST	848226724	SUBSCRIPTION CHARGES	05/01/2023	460.47	.00	
Total 3955:					920.94	.00	
6579	TITLE 22 CONSULTANTS	23-0054	PLAT REVIEW	05/02/2023	939.03	.00	
Total 6579:					939.03	.00	
6591	T-MOBILE	967529416 012	MONTHLY SERVICES	01/13/2023	30.91	.00	
6591	T-MOBILE	967529416 022	MONTHLY SERVICES	02/13/2023	30.91	.00	
6591	T-MOBILE	967529416 032	MONTHLY SERVICES	03/13/2023	30.91	.00	
6591	T-MOBILE	967529416 042	MONTHLY SERVICES	04/13/2023	30.91	.00	
6591	T-MOBILE	967529416 051	MONTHLY SERVICES	05/03/2023	30.91	.00	
6591	T-MOBILE	967529416 082	MONTHLY SERVICES	08/13/2022	30.91	.00	
6591	T-MOBILE	967529416 092	MONTHLY SERVICES	09/13/2022	30.91	.00	
6591	T-MOBILE	967529416 102	MONTHLY SERVICES	10/13/2022	30.91	.00	
6591	T-MOBILE	967529416 112	MONTHLY SERVICES	11/13/2022	31.15	.00	
6591	T-MOBILE	967529416 122	MONTHLY SERVICES	12/13/2022	30.67	.00	
Total 6591:					309.10	.00	
3727	TREFREN, TRACEY	050823	TRAVEL EXPENSES	05/08/2023	426.25	.00	
Total 3727:					426.25	.00	
293	US POSTAL SERVICE	042023	Brm permit	04/20/2023	290.00	.00	
Total 293:					290.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1169001	CONTRACT	04/21/2023	623.70	.00	
3881	VALLEY OFFICE SYSTEMS	AR1170158	COLOR PRINTER	04/26/2023	109.02	.00	
Total 3881:					732.72	.00	
3070	VALLEY WEST ENGINEERING,	1697	Rancher St Design	05/01/2023	1,408.26	.00	
3070	VALLEY WEST ENGINEERING,	1697	Rancher St Design	05/01/2023	316.14	.00	
3070	VALLEY WEST ENGINEERING,	1697	Rancher St Design	05/01/2023	191.60	.00	
Total 3070:					1,916.00	.00	
7176	VICTOR VILLAGE, LLC	050823	JUNE RENT	05/08/2023	1,500.00	.00	
Total 7176:					1,500.00	.00	
5022	VISION SERVICE PLAN - (WY)	817464677	APRIL PREMIUM	03/17/2023	1,723.68	1,723.68	04/28/2023
Total 5022:					1,723.68	1,723.68	
4848	WAMCO LAB, INC.	14762	TESTING	05/02/2023	550.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4848:					550.00	.00	
6160	WEST FORK CONSTRUCTION	1050014-001	CEILING INSTALL 155 E PEARL	04/17/2023	35,328.00	.00	
Total 6160:					35,328.00	.00	
563	WESTBANK SANITATION	4240799T022	WWTP trash	05/01/2023	972.85	.00	
563	WESTBANK SANITATION	4242826T022	940 Simon Lane	05/01/2023	66.11	.00	
563	WESTBANK SANITATION	4243730T022	3585 CANADIAN DR	05/01/2023	56.68	.00	
563	WESTBANK SANITATION	4243750T022	910 SIMON LANE	05/01/2023	68.61	.00	
Total 563:					1,164.25	.00	
1640	WESTERN STATE	IN002379559	D6 TRACK	05/01/2023	9,212.00	.00	
Total 1640:					9,212.00	.00	
472	WHITE GLOVE CLEANING, INC.	1291B	HOME CLEANING	04/30/2023	77.72	.00	
472	WHITE GLOVE CLEANING, INC.	1316B	HOUSE CLEANING	04/30/2023	261.36	.00	
472	WHITE GLOVE CLEANING, INC.	8095	SK HOUSING	04/30/2023	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	8096	PW CLEANING	04/30/2023	1,500.00	.00	
472	WHITE GLOVE CLEANING, INC.	8097	Parking Garage cleaning	04/30/2023	250.00	.00	
472	WHITE GLOVE CLEANING, INC.	8099	Bunk House cleaning	04/30/2023	125.00	.00	
472	WHITE GLOVE CLEANING, INC.	8855	PaPER	04/30/2023	106.50	.00	
472	WHITE GLOVE CLEANING, INC.	8856	TOWELS	04/30/2023	378.00	.00	
472	WHITE GLOVE CLEANING, INC.	8857	PaPER	04/30/2023	213.00	.00	
472	WHITE GLOVE CLEANING, INC.	8858	TOWELS	04/30/2023	149.00	.00	
Total 472:					3,460.58	.00	
7081	WILMA D SORSBY TRUST	050823	JUNE RENT	05/08/2023	3,000.00	.00	
Total 7081:					3,000.00	.00	
6117	WILSON, JOHN	050823	JUNE RENT	05/08/2023	2,200.00	.00	
Total 6117:					2,200.00	.00	
7231	WIND RIVER COMMUNITY ALLI	042623	COMMUNITY MEETING WORKS	04/26/2023	1,500.00	.00	
Total 7231:					1,500.00	.00	
4139	WY WORKERS' SAFETY & COM	042823	MAY PREMIUM	04/28/2023	18,852.08	18,852.08	04/28/2023
Total 4139:					18,852.08	18,852.08	
4198	WYOMING FIRST AID & SAFETY	80003268	first aid kit resupply	04/19/2023	82.83	.00	
Total 4198:					82.83	.00	
406	WYOMING LAW ENFORCEMEN	050123	OET FEE APRIL 2023	05/01/2023	135.00	.00	
Total 406:					135.00	.00	
329	WYOMING RETIREMENT SYST	3089302973	APRIL CONTRIBUTIONS	04/28/2023	149,379.96	149,379.96	04/28/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 329:					149,379.96	149,379.96	
1764	WYOMING.COM INC	2144030	DOMAIN HOSTING	05/05/2023	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON EXCAVATION, LL	80776	915 SIMON LANE	02/28/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	82739	6905 w 22 TRASH REMOVAL	04/30/2023	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	83063	915 SIMON LANE	04/30/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	83213	455 VINE street	04/30/2023	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	83404	TRASH REMOVAL @ 155 E PEA	04/30/2023	120.00	.00	
Total 2842:					330.00	.00	
Grand Totals:					1,776,660.27	286,084.74	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR APRIL 2023**

During the month of April, the Court received \$34,199 in fines, costs, and fees.
299 citations were issued: 246 parking citations, 53 summons.
20 cases were dismissed: 14 parking violations.

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

CLOSED CASES (Non-Parking only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186004486AC	Animals at Large	BF	150
186003873AC	Careless Driving	BF	250
186005264AC	Compulsory Auto Insurance	BF	230
186005143AC	Compulsory Auto Insurance	BF	570
186005353AC	Expired temporary permit/improper registration	BF	70
186005316AC	Expired temporary permit/improper registration	BF	140
186005382AC	Expired temporary permit/improper registration	BF	140
186004839AC	Expired temporary permit/improper registration	BF	70
01431M	Failing to comply with all regulations	BF	500
186005236AC	Failure to display valid license plate, tabs, permits	BF	100
186001657AC	Failure to yield ROW	BF	90
186005380AC	Improper Display of Tabs-registration	BF	45
186004909AC	Improper Display of Tabs-registration	BF	45
186004406AC	Improper Display of Tabs-registration	BF	45
186005379AC	Improper Display of Tabs-registration	BF	45
186005325AC	Improper Display of Tabs-registration	BF	90
186005352AC	Limitations on Backing	BF	90
186005356AC	Limitations on Backing	BF	90
186005105AC	Marijuana: use and/or possession	BF	250
186005394AC	MPH over limit Bond 58/40	BF	108
186005308AC	MPH over limit Bond 42/30	BF	174
186005235AC	MPH over limit Bond 49/25	BF	288
186005257AC	MPH over limit Bond 46/25	BF	267
186005376AC	MPH over limit Bond 53/30	BF	281
186004894AC	MPH over limit Bond 37/25	BF	174
186005374AC	MPH over limit Bond 36/20	BF	202
186004310AC	MPH over limit Bond 35/25	BF	140
186005406AC	MPH over limit Bond 45/30	BF	195
186005116AC	MPH over limit Bond 46/30	BF	202
186005405AC	MPH over limit Bond 46/30	BF	202
186003555AC	MPH over limit Bond 42/30	BF	174
186002465AC	MPH over limit Bond 40/30	BF	140
186005343AC	MPH over limit Bond 47/30	BF	209
186005378AC	MPH over limit Bond 44/30	BF	188
186003555AC	MPH over limit Bond 42/30	BF	174
186002485AC	No Driver's license	BF	410
98798N	Operating Under Suspended or revoked license	BF	225
186005338AC	Passing a school Bus	BF	450
186002464AC	Public intoxication	BF	135
186005301AC	Public intoxication	BF	135
186005271AC	Speed too fast for conditions	BF	90
186005012AC	Speed too fast for conditions	BF	90
186005284AC	Speeding	BF	150
186004407AC	Stop Sign Violation	BF	70
186005375AC	Stop Sign Violation	BF	140
186005298AC	Stop Sign Violation	BF	140
186005421AC	Stop Sign Violation	BF	140
186004462AC	Stop Sign Violation	BF	150
186005196AC	Unsafe Turning Movement	BF	90
186005393AC	Use of cell phone while driving prohibited	BF	100

186005339AC	Use of cell phone while driving prohibited	BF	75
186005335AC	Use of cell phone while driving prohibited	BF	75
186005243AC	Unsafe Turning Movement	D- Per Town's Motion	0
186005452AC	Compulsory Auto Insurance	D- Provided valid information	0
186005451AC	Compulsory Auto Insurance	D- Provided valid information	0
186005422AC	Compulsory Auto Insurance	D- Provided valid information	0
186004409AC	MPH over limit Bond 44/30	D- TS	0
186002451AC	Driving/Control of vehicle while intox	DA - In Accordance with WS 7-13-301	0

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-046: TEMPORARY SIGN PERMIT Art Fair Jackson Hole	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

The Art Association of JH has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their summer art fair (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - July 16, 2023 – July 22, 2023
 - August 13, 2023 – August 19, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - July 16, 2023 – July 22, 2023
 - August 13, 2023 – August 19, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P23-046) for The Art Association of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.

Location: 105 Buffalo Way (Albertson's)
Banner Design: Albertson's: 5' X 10'
Material: Vinyl

ARTFAIR

JACKSON HOLE

FRIDAY

SATURDAY

SUNDAY

LOCAL & NATIONAL ARTISTS

.....
HOURS & DETAILS
ARTASSOCIATION.ORG
.....

- 60" x 120"
- Vinyl
- Hung by
ropes
through
gromets.

 ART ASSOCIATION
OF JACKSON HOLE



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: Art Fair Jackson Hole Physical Address of Event: 265 S. Cache St.
Description of Event: 3-day art fairs on Center for the Arts park
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name: Art Association of Jackson Hole

Mailing Address: PO Box 1248, Jackson, WY 83001 Phone: 307-733-6379, x10
E-mail: doug@artassociation.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons
Physical Address: 105 Buffalo Way
Dates of Display: 7/16-7/22/23
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Albertsons
Physical Address: 105 Buffalo Way
Dates of Display: 8/13-8/19/23
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: _____
Physical Address: _____
Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐

Business/Description: _____
Physical Address: _____
Dates of Display: _____
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.

Doug Henderson
Signature of Authorized Event Applicant

Doug Henderson
Applicant Name Printed

2-27-23
Date

Special Projects Coordinator
Title

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-067: TEMPORARY SIGN PERMIT White Horse Social	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Horse Warriors has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their White Horse Social event (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - July 09, 2023 – July 22, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - July 09, 2023 – July 22, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

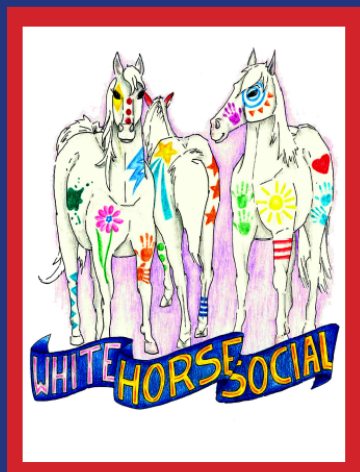
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P23-067) for Horse Warriors White Horse Social including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 8' x 15'

Material: Vinyl



The White Horse Social™

Tuesday Evening of Fair Week
6-8 PM

Teton County Fairgrounds

family fun • pony painting • music • pizza
heads or tails auction • build your own sundaes

www.horsewarriors.com



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: White Horse Social Physical Address of Event: Teton County Fairgrounds
Description of Event: Fundraiser for Horse Warriors
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name

Mailing Address: PO Box 9615 Jackson, WY Phone: 307-699-0807
E-mail: cheryl@grandtetoncounseling.com ZIP: 83002
(Same sign/place hung every year) Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>07/09/2023 to 07/23/2023</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

Cheryl Renzulli 03/17/2023
Signature of Authorized Event Applicant Date
Cheryl Renzulli HW B of D President
Applicant Name Printed Title

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-069: TEMPORARY SIGN PERMIT Becoming Jackson Whole TRYathlon	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Becoming Jackson Whole has requested to display two (2) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their TRYathlon event (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - July 30, 2023 – August 12, 2023
- 255 W. Deloney Avenue – Miller Park during:
 - July 23 2023 – August 5, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

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

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - July 30, 2023 – August 12, 2023
 - 255 W. Deloney Avenue – Miller Park during:
 - July 23, 2023 – August 5, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P23-069) for Becoming Jackson Whole TRYathlon including the three conditions of approval recommended by the Planning Director in this staff report dated May 15, 2023.

Location: 105 Buffalo Way (Albertson's) ,
Material: Vinyl: 10'x12'

Location: Miller Park
Material: Vinyl: 8'x6'



The poster is for a 'TRYATHLON' event. At the top right is the 'BECOMING JACKSON WHOLE' logo, which includes a stylized sunburst icon. The main title 'TRYATHLON' is in large, bold, blue letters, with 'FITNESS FOR BODY & MIND' underneath it. Below the title are three circular icons connected by a horizontal line: a person in a yoga pose, a person running, and a person on a mountain bike. The poster has two diagonal banners: 'FAMILY-FRIENDLY' in the top left and 'BILINGUAL' in the bottom right. The event details 'Jackson Hole Mountain Resort' and 'Saturday, August 13' are in a large, white, sans-serif font on a blue background. At the bottom, a dark blue banner contains the text 'FREE! REGISTER AT www.becomingjacksonwhole.org' in yellow and white.

FAMILY-FRIENDLY

**BECOMING
JACKSON WHOLE**

TRYATHLON
FITNESS FOR BODY & MIND

BILINGUAL

**Jackson Hole Mountain Resort
Saturday, August 13**

FREE! REGISTER AT www.becomingjacksonwhole.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: 3rd Annual TRYathlon Physical Address of Event: Jackson Hole Mountain Resort
Description of Event: A free event for JH locals with mindfulness, yoga, and a 5K hike on August 12
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Becoming Jackson Whole Phone: 307-734-1322
E-mail: PO Box 4717 Jackson WY 83001 ZIP: 83001
programs@becomingjacksonwhole.org Non-Profit: ☒ For Profit: ☐

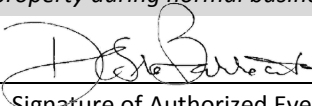
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Miller Park</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>255 W Deloney Ave</u>
Dates of Display: <u>July 30 - August 12</u>	Dates of Display: <u>July 23 - August 5</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant
Deb Barracato
Applicant Name Printed

4-3-2023
Date
event manager
Title

From: [Becoming Jackson Whole](#)
To: [Town of Jackson Planning Department](#)
Subject: permit application for temporary event banners
Date: Monday, April 3, 2023 9:17:15 AM
Attachments: [Temporary Sign Permit Application BJW-TRYathlon.pdf](#)
[BJW TRYathlon BannerMillerPark 2022 FINAL.pdf](#)



Good morning,

I have attached a permit application for the Becoming Jackson Whole TRYathlon event at Jackson Hole Mountain Resort on August 12 with requests for banners at Albertsons and Miller Park.

They will be single-sided banners on 13-oz vinyl hemmed all around with grommets every 2-3 feet that allow us to install them using zipties. The banner for Albertsons will 120" x 144" and the one for Miller Park fence will be 96" x 72".

We'd like to install the one at Miller Park next to the tennis court entrance if that space is open. The size of banner will make it fit pretty much anywhere along the fencing, though.

I have attached the banner design from last year – it will be the same with new date.

Thank you so much for your consideration!

Best,
Deb

Deb Barracato
208.399.2232



We're on a mission to make mindfulness second nature in Jackson Hole. Will you join us?

Visit our [library](#) of recorded mindfulness practices.
Join our [community mindfulness practice](#) live via Zoom on Fridays at 8 a.m.
Add your name to our [email list](#) to receive our digital newsletters and blogs.

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	JH Rodeo Malt Beverage Permit Request	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

Requested Action.

To approve the requested malt beverage permits.

Recommendations.

Staff recommends approval of the requested malt beverage permit, subject to the following conditions and restrictions:

1. Servers must take an Alcohol Server Education training course and provide the Town Clerk's Office with documentation prior to issuance of the permit(s).
2. The applicant shall comply with all of the Teton County Fair Board and Town of Jackson requirements under the Rodeo Concession Agreement.
3. Every sale will include an age verification by checking IDs.
4. No more than 2 beers may be sold to any one person in a transaction
5. Beer may only be sold in plastic cups, no more than 16 oz.
6. There will be no serving of alcohol to obviously intoxicated people.
7. Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331.
8. Beer sales will cease within thirty (30) minutes of the end of the rodeo, or at 10:30p.m., whichever occurs first.

Background.

The Jackson Hole Rodeo has applied for thirty-eight (38) malt beverage permits for the Jackson Hole Rodeo at the Teton County Fairgrounds from 6:00-10:00pm on May 27, 31, June 7, 10, 14, 17, 21, 24, 28, 30, July 1, 4, 5, 8, 12, 14, 15, 19, 21, 22, August 2, 4, 5, 9, 11, 12, 16, 18, 19, 23, 25, 26, 30, and September 2, 6, 9.

Section 12-4-502(a) of Wyoming Statutes provides for the issuance of temporary liquor permits:

A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

Comprehensive Plan & Priority Alignment.

This application relates to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in section 8.

Fiscal Impact.

Malt beverage permit fees of \$1,900.00 will be deposited to the general fund.

Staff Impact.

Staff spent approximately 2 hours reviewing the application and communicating with applicant, and if approved, printing permits and issuing them.

Attachments or Links.

Malt Beverage Permit Application

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

I move to approve the issuance of thirty-eight (38) malt beverage permits to the Jackson Hole Rodeo for the dates requested during the summer 2023 rodeo season, from 6:00 to 10:30pm, subject to the conditions and restrictions listed in the staff report.

TOWN OF JACKSON

Malt Beverage Permit - 24 Hour

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.
JM@ 6.50.020. Malt Beverage Permits.

(b) It shall be the duty and obligation of the permit holder to ensure that no sales are made to any person under the age of 21 years.

(c) The permits authorized by this section shall be issued for one, twenty-four hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of twelve malt beverage permits for sales at the same premises in any one year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises.

(d) The permit shall be issued without notice on application to the Town Council on forms prepared by the Town of Jackson. The fee for a malt beverage permit, shall be one hundred dollars (\$100.00) per twenty-four hour period.

All Malt Beverage Permits requests must be approved by the Jackson Town Council. Please submit the completed application at least 21 days in advance of the date of the event.

Name of Organization Requesting Permit

Jackson Hole Rodeo

Event Contact Person & Phone Number

Lisa Wilson 307-699-3399

Date(s) of Permit

05/27/2023, 05/31/2023, 06/03/2023, 06/07/2023, 06/10/2023, 06/14/2023, 06/17/2023, 06/21/2023, 06/24/2023, 06/28/2023, 06/30/2023, 07/01/2023, 07/04/2023, 07/05/2023, 07/07/2023, 07/08/2023, 07/12/2023, 07/14/2023, 07/15/2023, 07/19/2023, 07/21/2023, 07/22/2023, 08/02/2023, 08/04/2023, 08/05/2023, 08/09/2023, 08/11/2023, 08/12/2023, 08/16/2023, 08/18/2023, 08/19/2023, 08/23/2023, 08/25/2023, 08/26/2023, 08/30/2023, 09/02/2023, 09/06/2023, 09/09/2023

38 events total

Hours of Permitted Service & Consumption

6:00pm to 10:30pm

Description of Premises Where Malt Beverages Are to Be Served (Physical Address)

Teton County Fair Grounds, 305 W Snow King Ave, Jackson WY 83001

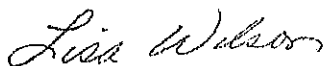
Purpose of Event

City contracted Summer Rodeo

I have read, understand, and will comply with the above laws governing a Malt Beverage Permit.

Name of Applicant

Lisa Wilson, Jackson Hole Rodeo



STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	Old West Days Malt Beverage Permit Request	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

Requested Action.

To approve the requested malt beverage permits.

Recommendations.

Staff recommends approval of the requested malt beverage permits, subject to the following conditions and restrictions:

1. 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 I D's must be checked and ID bracelet system may be required.
2. Only 16oz or small plastic cups are used for beer and alcohol sales.
3. No alcohol shall be served in bottles or glass containers.
4. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
5. 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.
6. Participants shall not be permitted to leave the event with open containers.
7. No more than two beers shall be sold to any person at any one time.

Background.

Old West Days and Elkfest hosted by the Chamber of Commerce has applied for a malt beverage permit for the following days:

Sunday, May 21 from 11:00am-4:00pm for the Chili Cook-Off

Saturday, May 27 from 11:00am-4:00pm for the Brewfest

Section 12-4-502(a) of Wyoming Statutes provides for the issuance of temporary liquor permits: *A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.*

Comprehensive Plan & Priority Alignment.

This application relates to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in section 8.

Fiscal Impact.

Malt beverage permit fees of \$100.00 will be deposited to the general fund.

Staff Impact.

Staff spent approximately 1 hour reviewing the application and communicating with applicant, and if approved, printing permits and issuing them.

Attachments or Links.

Malt Beverage Permit Application

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

I move to approve the issuance of two (2) malt beverage permits to the Chamber of Commerce for Old West Days Chili Cook-Off on May 21, 2023 from 11:00am to 4:00pm, and Old West Days Brewfest on May 27, 2023, from 11:00am to 4:00pm, subject to the conditions and restrictions listed in the staff report.



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:	<i>please print</i> John Morgan		
Organization:	J.H. Chamber of Commerce	Phone:	307-201-2309

EVENT INFORMATION. Complete the following information about the event.

Name of Event:	Old West Days	Purpose:	Heritage Festival
Held at:	Town Square	List the Date(s) and Hours that Alcohol will be Available:	5/21 Chili Cook-off
Address:	10 E. Broadway Ave.		5/27 Old West Brewfest
Anticipated number of attendees at any given time:			

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.

John D. Morgan **3/13/23**
Applicant's signature Date

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Regular Town Council – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Reconsideration of Restrictions for Affordable Rental Housing at The Arts District West Condos at 175 S Glenwood Street.	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council (“Council”) will reconsider Affordable Rental Restrictions (“Restrictions”) for three condominium units located in the Arts District West condos at 175 S. Glenwood Street. Restrictions using the current 2023 restriction template were approved by the Town Council on April 17, 2023. Subsequently, legal counsel for the contract buyer of the units contested use of the 2023 template since the contract for purchase began prior to the Town Council’s February 2023 approval of this new template and the “old” 2022 template was included in the contract for purchase. This request is for approval of the Restrictions using the 2022 Affordable Condominium Rental Restriction template, in consideration of the development’s completion and sale within the period of restriction template amendment.

Requested Action.

Approval of the Restrictions and authorization of Mayor Morton-Levinson to sign the Restrictions.

Recommendations.

Staff recommend approval of the Restrictions.

Background.

A Development Plan for redevelopment of this site was approved in 2018 prior to the restructuring of the Housing Mitigation Program. As mitigation for housing needs of employees generated by this new nonresidential development, three housing units were required to be built and restricted. At the time of approval, mitigation units for nonresidential development required an affordability restriction of 0-120% Median Family Income, which is applied in these Restrictions.

Analysis.

These three housing units satisfy the mitigation requirement for construction of a new mixed-use building on the site. 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 units function as Affordable 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 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 2 hours on this item.

Attachments or Links.

Restrictions for Affordable Condominium Rental Housing located at 175 S. Glenwood

Suggested Motion.

I move to approve the Special Restrictions for Affordable Condominium Rental Housing for units 105, 106, and 107 located at 175 S. Glenwood, as each are presented in this staff report.

**Special Restrictions
for Affordable Condominium Rental Housing
Located at Unit 105, 175 S. Glenwood Street, Town of
Jackson, WY**

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this ____ day of _____, 2023, 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 #105 according to the Arts District West 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 _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129.

Temporary PIDN: _____ ("Residential Unit")

WHEREAS, as a condition of its approval for Development Plan permit #P18-156 ("Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 175 S Glenwood Street, Jackson, Wyoming 83001 (the Arts District West 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 _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129) for a 26,689 square foot retail and residential/lodging building. This development generated the obligation to provide Affordable Rental Housing in accordance with Development Plan Approval. Owner is restricting:

- Unit 105, with one bedroom with Income Range 0-120% Median Family Income.*

(hereinafter "Residential Unit").

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not

be owner-occupied;

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 this Special Restriction;

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

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

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, 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 held, 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, Wyoming, 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“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 as defined in the Rules and Regulations as they may be amended from time to time.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 0% to 120% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”).
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as 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.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for the Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

- 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, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by the Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The current maximum monthly rental rate for a one-bedroom unit with income range of 0-120% median family income is: \$68,880 (80% of 2022 median family income for 1 person household) multiplied by thirty percent (30%) with the product divided by twelve (12) = \$1,722.¹ The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. 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.
- K. 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.
- L. 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.

¹ The Residential Unit allows for the highest income level of affordability, 80-120% of median family income.

- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner’s association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of the Residential Unit shall be subject to these Special Restrictions. Within (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default (“Default”):

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

- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

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

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's

Office against the title to the Residential Unit, with the written consent of Owner of the Residential Unit and the Town of Jackson, Wyoming.

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

SECTION 7. 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. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction 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 and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

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

To Owner

ARTS DISTRICT WEST, LLC
PO BOX 10483
Jackson, WY 83002

SECTION 9. 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 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of

Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

SECTION 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its 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 an Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____
(the "Effective Date").

OWNER:

Arts District West, LLC

By:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2023, the foregoing Special Restrictions for Affordable
Rental Housing was acknowledged before me by _____ as
_____ of Arts District West, LLC.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of _____, 2023, 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:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2023, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

**Special Restrictions
for Affordable Condominium Rental Housing
Located at Unit 106, 175 S. Glenwood Street, Town of
Jackson, WY**

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this ____ day of _____, 2023, 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 #106 according to the Arts District West 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 _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129.

Temporary PIDN: _____ ("Residential Unit")

WHEREAS, as a condition of its approval for Development Plan permit #P18-156 ("Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 175 S Glenwood Street, Jackson, Wyoming 83001 (the Arts District West 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 _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129) for a 26,689 square foot retail and residential/lodging building. This development generated the obligation to provide Affordable Rental Housing in accordance with Development Plan Approval. Owner is restricting:

- Unit 106, with one bedroom with Income Range 0-120% Median Family Income.*

(hereinafter "Residential Unit").

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not

be owner-occupied;

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 this Special Restriction;

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

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

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, 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 held, 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, Wyoming, 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“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 as defined in the Rules and Regulations as they may be amended from time to time.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 0% to 120% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”).
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as 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.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for the Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

- 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, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by the Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The current maximum monthly rental rate for a one-bedroom unit with income range of 0-120% median family income is: \$68,880 (80% of 2022 median family income for 1 person household) multiplied by thirty percent (30%) with the product divided by twelve (12) = \$1,722.¹ The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. 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.
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- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

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To Housing Department

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

With a Copy to:

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SECTION 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its 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 an Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____
(the "Effective Date").

OWNER:

Arts District West, LLC

By:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2023, the foregoing Special Restrictions for Affordable
Rental Housing was acknowledged before me by _____ as
_____ of Arts District West, LLC.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of _____, 2023, 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:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2023, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

**Special Restrictions
for Affordable Condominium Rental Housing
Located at Unit 107, 175 S. Glenwood Street, Town of
Jackson, WY**

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this ____ day of _____, 2023, 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 #107 according to the Arts District West 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 _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129.

Temporary PIDN: _____ ("Residential Unit")

WHEREAS, as a condition of its approval for Development Plan permit #P18-156 ("Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 175 S Glenwood Street, Jackson, Wyoming 83001 (the Arts District West 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 _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129) for a 26,689 square foot retail and residential/lodging building. This development generated the obligation to provide Affordable Rental Housing in accordance with Development Plan Approval. Owner is restricting:

- Unit 107, with two bedrooms with Income Range 0-120% Median Family Income.*

(hereinafter "Residential Unit").

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not

be owner-occupied;

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 this Special Restriction;

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

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

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, 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 held, 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, Wyoming, 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“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 as defined in the Rules and Regulations as they may be amended from time to time.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 0% to 120% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”).
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as 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.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for the Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

- 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, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by the Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The current maximum monthly rental rate for a two-bedroom unit with income range of 0-120% median family income is: \$78,720 (80% of 2022 median family income for 2 person household) multiplied by thirty percent (30%) with the product divided by twelve (12) = \$1,968.¹ The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. 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.
- K. 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.
- L. 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.

¹ The Residential Unit allows for the highest income level of affordability, 80-120% of median family income.

- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner’s association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of the Residential Unit shall be subject to these Special Restrictions. Within (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default (“Default”):

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

- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

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

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's

Office against the title to the Residential Unit, with the written consent of Owner of the Residential Unit and the Town of Jackson, Wyoming.

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

SECTION 7. 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. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction 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 and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

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

To Owner

ARTS DISTRICT WEST, LLC
PO BOX 10483
Jackson, WY 83002

SECTION 9. 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 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of

Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

SECTION 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its 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 an Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____
(the "Effective Date").

OWNER:

Arts District West, LLC

By:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2023, the foregoing Special Restrictions for Affordable
Rental Housing was acknowledged before me by _____ as
_____ of Arts District West, LLC.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of _____, 2023, 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:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2023, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Town Council Regular-Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Change Order #1 - 2023 Flat Creek Drive Rebuild (TOJ Bid #23-04)	Public Comment:	Yes

Purpose & Policy Considerations.

Council to consider approval of Change Order #1 for the 2023 Flat Creek Drive Rebuild Project ("Project").

Requested Action.

Staff requests Council approve the change order.

Recommendations.

Staff recommends that Council approve the change order, in full, for work to be performed by Westwood Curtis Construction Company and approve the reallocation of sewer funds.

Background.

The Flat Creek re-build project was put out for bid at the end of 2022 and was awarded in 2023. The purpose of the project is to replace undersized sewer and water mains, as well as remove poor soils and rebuild the road with a more resilient structure while mitigating moisture intrusion.

Analysis.

Town Staff has reviewed the additional scope and material quantities assembled by Jorgensen Associates, as well as unit pricing from the original contract with Westwood Curtis Construction Company.

Change order #1 includes the following scope and estimated pricing:

- 1) **\$99,240.00** - Extend the proposed water main replacement for the full block of Flat Creek Drive; approximately 350 feet of additional pipe material. This is deemed necessary as the existing water pipe is nearing its life expectancy and replacement in the near future would be difficult with the significant road rebuild associated with this project. Ancillary work associated with this additional water main replacement includes concrete curb, gutter, and valley pan reconstruction, asphalt replacement, and subgrade reconstruction.
- 2) **\$62,310.00** - Additional stormwater inlets and piping to avoid conflict with the new sewer main installation and redirect untreated flow to the Karns Meadow stormwater treatment system. This will enhance the cleanup of a large volume of stormwater runoff prior to discharge into Flat Creek.

Change Order #1 has a net increase to the total contract price of **\$161,550.00**, for a new total contract price of \$1,248,941.00.

Funding for the proposed change order is described in the Fiscal Impact section below.

Substantial Completion remains unchanged (July 17, 2023).

Possible Alternatives.

1. Direct staff to reduce the proposed scope of work within Change Order #1.
2. Reject Change Order #1.

3. Other alternatives as directed by Council.

Comprehensive Plan & Priority Alignment.

The Project aligns with the following Comprehensive Plan elements:

- Common Value #2 *Growth Management*
 - Principle 3.2 Enhance suitable locations as Complete Neighborhoods
- Common Value #3 *Quality of Life*
 - Principle 8.1 Maintain current, coordinated service delivery

This Project intent is to repair a key section of collector roadway that regularly deteriorates with freeze and thaw cycles and contributes to the Town of Jackson Core Value of Customer Focus & Service.

Fiscal Impact.

Amendments to the FY23 budget are requested to fund this change order. The amendment requests are as follows:

1. Amend the FY2023 Flat Creek Drive South Waterline capital fund (502-3392-59333-145) in the amount of \$99,240.
2. Reallocate \$20,000 from the FY2023 Annual Streets Reconstruction capital fund (401-3100-59331-010) to the Flat Creek Reconstruction fund (401-3100-59331-106) with the next budget resolution.

The balance of the work will be paid for from sewer and contingency funds included in the contract.

Staff Impact.

No significant change in Public Works staff time is anticipated with Change Order #1 as the project timeline remains unchanged.

Attachments or Links.

1. Flat Creek Drive Rebuild - Change Order #1.

Suggested Motion.

I move to:

1. Direct staff to move forward with the change order,
2. Amend the FY23 budget as described herein with the next budget resolution, and
3. and authorize the Mayor to execute the change order, subject to minor changes by staff.

CHANGE ORDER NO. 1

Owner: Town of Jackson
Engineer: Jorgensen Associates, Inc.
Contractor: Westwood Curtis Construction
Project: Flat Creek Drive
Contract Name: Snow King to Karns Avenue Rebuild
Date Issued: 18 April 2023

Owner's Project No.: 23 - 04
Engineer's Project No.: 19137.10
Contractor's Project No.:

Effective Date of Change Order: 18 April 2023

The Contract is modified as follows upon execution of this Change Order:

Description:

- 1) Add additional 12" DIP waterline.
- 2) Install new inlets at Flat Creek Drive valley gutter and pipe to storm drain line to Karns Meadow.
- 3) Replace Karns Avenue/Flat Creek Drive valley gutter.

Attachments:

- a. Cover letter describing Change Order with stipulation for adding days
- b. Material Schedule with quantities for contractor pricing
- c. Flat Creek Drive Rebuild plan set – Change Order No. 1 sheets C1.0 through C6.5 w/ revision clouds

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,087,391.00	Original Contract Times: Substantial Completion: 17 July 2023 Ready for final payment: 20 July 2023
No previous Change Orders from previously approved Change Orders No. 1 to No. : \$ 0.00	No change from previously approved Change Orders No.1 to No. No previous Change Orders: Substantial Completion: 17 July 2023 Ready for final payment: 20 July 2023
Contract Price prior to this Change Order: \$ 1,087,391.00	Contract Times prior to this Change Order: Substantial Completion: 17 July 2023 Ready for final payment: 20 July 2023
Increase in Contract Price from this Change Order: \$ 161,550.00	No Change from this Change Order: Substantial Completion: 17 July 2023 Ready for final payment: 10 August 2023
Contract Price incorporating this Change Order: \$ 1,248,941.00	Contract Times with all approved Change Orders: Substantial Completion: 17 July 2023 Ready for final payment: 10 August 2023

Recommended by Engineer (if required)

By: 

Title: Thomas Kirsten, Project Engineer

Date:

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)



TOWN OF JACKSON
FLAT CREEK DRIVE RECONSTRUCTION
SNOW KING TO KARNS
CHANGE ORDER No. 1 MATERIAL SCHEDULE



No.	Description	Quantity	Unit	Unit Price	Total Price
ROADWAY					\$37,385
1	Asphalt Removal	550	SF	\$1.00	\$550.00
2	Subgrade Removal	50	CY	\$44.00	\$2,200.00
3	Subgrade Preparation	550	SF	\$0.15	\$82.50
4	Subbase	60	TON	\$40.00	\$2,400.00
5	Crushed Base	35	TON	\$43.00	\$1,505.00
6	Asphalt Pavement	20	TON	\$270.00	\$5,400.00
7	Concrete Excavation and Removal	650	SF	\$5.20	\$3,380.00
8	Concrete Valley Gutter	450	SF	\$26.15	\$11,767.50
9	Concrete Curb and Gutter	85	LF	\$95.00	\$8,075.00
10	Concrete Sidewalk	80	SF	\$23.00	\$1,840.00
11	Striping - Stop Bars; 12" x 8'	1	EA	\$185.00	\$185.00
STORM DRAIN					\$52,060
12	12" N-12 Smooth Wall Storm Drain Pipe	70	LF	\$152.00	\$10,640.00
13	18" N-12 Smooth Wall Storm Drain Pipe	20	LF	\$246.00	\$4,920.00
14	2'x 6' Storm Drain Inlet	2	EA	\$10,070.00	\$20,140.00
15	Catch Basin - 2; 60" Dia. Doghouse Manhole	1	LS	\$9,700.00	\$9,700.00
16	Connect to Existing Storm Drain	1	EA	\$1,600.00	\$1,600.00
17	Plug Existing Storm Drain Pipe	2	EA	\$650.00	\$1,300.00
18	Remove Existing Structure - Storm Inlets	2	EA	\$880.00	\$1,760.00
19	Water, Sewer, Storm Drain Crossing	2	EA	\$1,000.00	\$2,000.00
WATERLINE					\$61,855
20	12" DIP Waterline	350	LF	\$130.00	\$45,500.00
21	12" MJ 45° Bend	4	EA	\$1,420.00	\$5,680.00
22	12" MJ 22-1/2° Bend	1	EA	\$1,400.00	\$1,400.00
23	Connect to Existing Waterline	1	EA	\$3,075.00	\$3,075.00
24	Remove and Dispose of Existing Waterline	350	LF	\$12.00	\$4,200.00
25	Sewer or Storm Drain Crossing	2	EA	\$1,000.00	\$2,000.00
MISCELLANEOUS ITEMS					\$10,250
26	Rigid Foam Insulation, 2" Thick	20	LF	\$22.50	\$450.00
27	Remove and Replace Existing Fence	20	LF	\$75.00	\$1,500.00
28	Mobilization	1	LS	\$8,300.00	\$8,300.00

Total \$161,550.00

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Regular
Submitting Department:	Community Development/Administration	Presenter:	Susan Scarlata
Agenda Item:	Professional Service Agreement & Lease w/ Sweet Spirits, LLC for 145 E. Pearl, Si Ferrin Building	Public Comment:	Yes

Purpose & Policy Considerations.

For Council to consider a proposed Professional Services Agreement and Lease with early childhood education (ECE) provider Sweet Spirits Preschool & Child Care, LLC to utilize space at the Town-owned Si Ferrin building (145 E. Pearl) to provide ECE to Town staff and other community members.

Requested Action.

Council consideration of Professional Services Agreement and Lease with Sweet Spirits Preschool & Child Care, LLC.

Recommendations.

Staff recommends Council approve the Professional Services Agreement and Lease with Sweet Spirits Preschool & Child Care, LLC at the Si Ferrin building (145 E. Pearl).

Background.

At its January 2021 Retreat, Town Council voted to have staff explore potential levers the Town can utilize to affect early childhood education (ECE) in our area. A Childcare Baseline Inventory prepared by OPS Strategies and completed in April of 2020 provides a broad perspective on ECE in our community, including challenges with supply and demand in this sector and future opportunities and threats based on projections. The report looks at availability, affordability, and current options for ECE, and finds the two greatest challenges are the lack of affordable options and the inability for providers to find space for operations. The amount of ECE in our community is relatively high, with Wyoming Department of Family Service certified capacity for 80% of the Teton County Population under age 5. That said, ECE costs twice as much as the average family can afford. Working parents and guardians of young children often pay 15% of their income for ECE in Teton County when the federally recognized definition of affordability for ECE is 7% of family income. ECE affordability is a structural, national issue, especially when trying to find care for infants.

Staff connected with OPS Strategies and various ECE providers in the community, understanding the desired outcome for this item overall is to positively affect the challenges faced by parents and guardians of young children in our community. In April of 2021, staff presented a list of possibilities to address the structural lack of affordability of ECE and consideration of ways to reduce the financial burden on working parents and guardians. Last fall, staff identified a potential partnership with Sweet Spirits LLC, which would help the Town provide childcare for Town staff and other community members.

Analysis & Key Questions.

Staff drafted a Professional Services Agreement and Lease for space at Si Ferrin, which are attached to this staff report. Staff also created a Childcare Placement Policy, which will be similar to the process used when housing opportunities through the Town arise to utilize when childcare slots become available. The Town also recently surveyed employees and members of various Town committees and commissions about childcare needs. In response to this survey, 20 people said they are seeking childcare 5 days a week, and another 9 are looking for childcare 3 or 4 days a week. As with housing and employment, childcare is one piece of a parent/guardian/family's life they work to find the best fit for given a wide variety of factors. If this partnership moves forward, Sweet Spirits will be able to assist the Town in supporting some employees with childcare needs and will definitely expand childcare slots in the community overall. Sweet Spirits

has indicated that it will continue to operate at its current location, so this space at Si Ferrin will create additional childcare slots available in the community that do not currently exist. Below, please find some key points from the proposed Professional Services Agreement attached here.

Key Points from Professional Services Agreement

- **Term:** The Agreement is for an initial three-year term, which can be renewed for one successive three-year term.
- **Payment:** Sweet Spirits will be paid directly by individuals and families utilizing its day care services at a maximum rate of \$1,850 monthly for infants up to two-years-old for five days a week and \$1,463 a month for children between 2 and 6-years-old for five days a week. The Town will pay Sweet Spirits for childcare during meetings for up to 10 children at a rate of \$350 per hour.
- **Performance Standards:**
 - Contractor shall maintain a license for a Certification of a Child Care Center (CCC) through the State.
 - Contractor shall, at minimum, comply with the State of Wyoming operational standards for daycare.
 - Contractor shall comply with all legal requirements and licenses/permits/governmental approvals.

Key Policy Question #1: Is Council comfortable with the terms, performance standards, and Service Agreement overall?

With the proposed Lease Agreement, the Town is agreeing to permit Sweet Spirits to take over occupancy of the entire first floor of the Si Ferrin building, for Sweet Spirits to operate a childcare center out of the eastside of the Si Ferrin building as soon as it has approval from the Department of Family Services (DFS), and for Sweet Spirits to pay to renovate the westside of the building. Sweet Spirits is still working to determine costs for the necessary renovations and assessing projected costs and revenue, which will ideally be sorted out in the coming month. Below, please find key points from the proposed Lease attached here.

Key Points from Lease

- **Premises:** The Town is leasing the first floor of the Si Ferrin building, 1528 square feet, and the exclusive use of five parking spaces.
- **Term:** The Lease will be effective through August 31, 2026, and renewable for one successive 3-year term.
- **Rent:** In exchange for making necessary renovations, Sweet Spirits will pay \$10.00 in annual rent for the first three years. If the lease is renewed the rent will shift to \$12,000 annually.

Key Policy Question #2: Is Council comfortable with the terms, rent, and Lease Agreement overall for the ground floor of the Si Ferrin building?

Possible Alternatives.

Council could choose to leave the Si Ferrin building as office space.

Comprehensive Plan & Priority Alignment.

Early Childhood Education relates directly to the Comp Plan's focus on Quality of Life. National studies have shown the powerful effects ECE has on infants and toddlers. With over 80% of families in Teton County having two working parents, further solutions to support parents and guardians through the challenging years when their children are the youngest need to be worked on by the community as a whole.

Fiscal Impact.

Once it is possible, the provision of childcare during meetings will have a cost associated with it listed at \$350 per hour for up to 10 children, further specifics about which meetings still need to be determined between the Town and Contractor.

Staff Impact.

Staff has spent approximately 35 hours divided between Administration, Community Development, Public Works, Planning, Building, and Legal meetings with Sweet Spirits and preparing this report. Additional time will be needed for start-up, contract support, and ongoing work to administer a 'Childcare Placement' process will take approximately 5 hours monthly. We estimate that Public Works staff will spend approximately 20 hours supporting updates and construction to the Si Ferrin building.

Attachments or Links.

Professional Services Agreement
Lease Agreement

Suggested Motion.

I move to approve the Professional Services Agreement and Lease Agreement with Sweet Spirits Child Care, LLC, both attached to this staff report to provide early childhood education services at 145 Pearl Avenue, the Si Ferrin House subject to any minor changes/edits by staff.

LEASE AGREEMENT
(Sweet Spirits Child Care Lease)

This Lease Agreement (the "Lease" or the "**Agreement**") is made this _____ day of _____, 2023 (the "**Effective Date**") by and between Town of Jackson, Wyoming (the "**Town**"), P.O. Box 1687 Jackson, Wyoming, 83001 and Sweet Spirits Child Care LLC, a Wyoming limited liability company, 211 East Kelly Avenue, P.O. Box 4623, Jackson, Wyoming 83001 (the "**Lessee**").

Recitals

WHEREAS, the Town owns the Si Ferrin Building, located at 145 East Pearl Avenue, Jackson, Wyoming ("**Property**"); and

WHEREAS, the Lessee desires to lease the first floor at the Premises to operate a day care; and

WHEREAS, the Town and the Lessee desire to enter into an agreement for leasing such space; and

WHEREAS, the Town and the Lessee are simultaneously entering into a professional services agreement, pursuant to which Lessee shall provide day care services as set forth therein.

NOW, THEREFORE, the Town and the Lessee do hereby agree as follows:

1. **Premises and Purpose.** The Town does hereby lease unto the Lessee the first floor of the building upon the Premises which consists of the area so marked in the Exhibit A, attached hereto and made a part hereof by this reference, for a total leased space of approximately 1,528 square feet (the "**First Floor Space**"), an outdoor area so marked in Exhibit B attached hereto and made a part hereof by this reference (the "**Play Yard Fenced Area**"), and the exclusive right to use the five parking spaces marked as "Childcare" on the Exhibit C attached hereto and made a part hereof by this reference (the "**Exclusive Parking Spaces**"). The First Floor Space, the Play Yard Fenced Area, and the Exclusive Parking Spaces are collectively referred to in this Lease as the "**Premises**." The Premises shall be used for the sole and exclusive use of operating a day care business; provided, however, that the Lessee shall also be permitted to use the Premises for conducting reasonably related activities. No other uses and no personal uses are permitted without the advanced express written consent of the Town.
2. **Term.** This Lease Agreement shall be for a base term that will extend from the Effective Date through 11:59 p.m. on August 31, 2026 (the "**Base Term**").
3. **Renewal.** This Lease Agreement is renewable by the Lessee for one (1) successive three-year term (the "**Renewal Term**"), to begin at midnight on September 1, 2026 and end at 11:59 pm on August 31, 2029. In the event that the Lessee desires to renew this Lease Agreement for the Renewal Term, the Lessee shall notify the Town in writing of such election to renew not later than July 1, 2026. The Lessee may exercise its right to this Agreement for the Renewal Term, provided i) the Town has not given notice of its exercise of its right of termination for municipal interests and ii) there are no outstanding uncured defaults on the part of the Lessee.
4. **Default; Remedies; Termination.**
 - a. **Default:** Each of the following events shall constitute a default under this Lease (a "**Default**"): (i) Lessee fails to make any payment of Rent within ten (10) days after such payment becomes due and payable; (ii) the failure of the Lessee to have a valid professional services agreement with the Town for more thirty (30) days; (iii) the Lessee is in violation of any term or condition

of its professional services agreement with the Town for more thirty (30) days; (iv) the failure by a party hereto to perform its obligations under this Lease, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or, if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced and diligently pursued within such thirty (30) day period.

- b. Remedies. Following an event of Default, and as often as the same may happen, the non-defaulting party may pursue any available remedies at law or in equity, including the right of the Town to terminate this Lease should the Lessee be the defaulting party. Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default.
- c. Termination for Municipal Interests. After the Base Term, this Lease may be terminated by the Town for legitimate municipal interests with one hundred and eighty (180) days' written notice.

5. Rent.

- a. Base Term: During the Base Term, in exchange for making the agreed upon initial upfits to the Premises, Lessee shall pay rent in the amount of \$10.00 annually, due the first day of January annually.
- b. Renewal Term: In the event that the Base Term of this Lease is renewed for the Renewal Term, the Lessee shall pay the Town Base Rent for such Renewal Term, in equal monthly installments in advance on the first day of each month of the Renewal Term, in the annual amount equal to Twelve Thousand and no/100 (\$12,000.00) Dollars per annum during the Renewal Term.

6. Initial Upfits.

- a. The Lessee, at the Lessee's sole expense, will promptly (i) remove the small internal north wall on the first floor of the building so as to enable the eastern portion of the Premises to function as a single open mixed-age classroom, (ii) re-wire the resulting eastern classroom to enable the space to fully function for all classroom operations, (iii) install cabinet covers over sink pipes to childproof the kitchen area, (iv) install a four-foot high perimeter fence to delineate the Play Yard Fenced Area that will attach to the northern and eastern sides of the building, all as indicated on Building Permit _____.
- b. The Town, at the Town's sole expense, will promptly stripe the five (5) Lessee exclusive parking spaces and erect appropriate signage indicating that the same are for the exclusive use of the Lessee.

7. Maintenance and Repairs. The Lessee has inspected and knows the condition of the Premises and accepts them in their present "As Is" condition, including all defects, latent or otherwise, existing as of the Commencement Date.

- a. The Town, shall, at the Town's sole cost to expense, be responsible for all costs and expenses in connection with the repair and replacement of the HVAC, the roof, the outer walls, the structural elements of the walls in the building, and the foundation of the building. Notwithstanding the foregoing, in such event that repair or replacement is needed to the Premises due to damage caused by the Lessee or anyone under the Lessee's control, the Lessee shall be responsible for reimbursing the Town for said repair and such payment shall be made within thirty (30) days of receipt of an invoice specifying such repair and cost. The Town will be responsible for repairing all damage to the Premises resulting from any acts or omission occurring on the second floor or occasioned by any occupants or invitees using the second floor of the building that houses the Premises.
- b. The Town shall be responsible for exterior painting and staining of the Premises.

- c. The responsibility for snow removal and lawns shall be as follows:
 - i. The Town shall be responsible for these activities on the Property as set forth in Exhibit B not assigned to the Lessee.
 - ii. The Lessee shall be responsible for these activities on the Property as set forth in Exhibit B.
 - d. The Lessee shall be responsible for maintaining the Premises in such a state of repair as the Premises existed at the time of occupancy, normal wear and tear excepted. Any damage caused to the Premises as a result of the Lessee's occupancy shall be repaired at the Lessee's cost.
 - e. The Lessee is solely responsible for the maintenance and upkeep of the Play Yard Fenced Area including the fence itself and the grounds, play features, and all other components found within the Play Yard Fenced Area.
 - f. Casualty:
 - i. In the event that the Premises is damaged by fire or other casualty, but remains tenantable and safe, the Town shall promptly repair the damage to the Premises and the rent and other charges payable by Lessee to the Town under this Lease shall be abated (pro rated) during period(s), if any, that the Premises is untenable. Notwithstanding the foregoing, in such event that repair is needed to the Premises due to damage caused by the Lessee or anyone under the Lessee's control, the Lessee shall be responsible for reimbursing the Town for said repair and such payment shall be made within thirty (30) days of receipt of an invoice specifying such repair and cost. Payment of full rent and all other charges shall recommence for all period(s) that the Premises is tenantable and Lessee operates its daycare business at the Premises.
 - ii. In the event the Premises are so damaged as to render it untenable or unsafe as determined by the Town, the Lessee shall immediately move from the Premises and all requirements to make payments shall cease; however, this does not relieve the Lessee of any responsibilities under the terms and conditions of this Lease Agreement for costs for repairs or damages caused by the Lessee. In the event the Premises is rendered untenable or unsafe, the Town will support the Lessee's efforts in obtaining space at other facilities in order to ensure continued operations; however, in no event shall this support be construed as financial support nor a guarantee of space at any other Town-owned property.
 - iii. To the extent insurance proceeds are made available to the Town for repair, they shall be obligated to diligently pursue the completion of work and shall cause the repair to be completed as soon as reasonably possible under the circumstances.
8. **Utilities.** The Town will provide sewer, water, gas, trash, and electrical services to the Premises. Lessee shall cooperate with reasonable energy and water conservation practices.
9. **Cleaning.** The Lessee shall be responsible for the cleaning of the Premises, including but not limited to, keeping the kitchen, childcare, food preparation, serving, and outdoor play areas clean, sanitary, and in compliance with State of Wyoming laws and regulations.
10. **Alterations.** Following the completion of the Initial Upfits to the Premises, any subsequent additional or different physical alterations to the Premises, including but not limited to, wall tear down/addition, flooring, ceilings, and door removal/addition, shall require prior written consent of the Town, which consent is in the sole reasonable discretion of the Town. Any alteration permitted by the Town shall be done at the sole expense of the Lessee. The Lessee is not required to remove any alterations made by Lessee, including those set forth in Paragraph 6.

11. **Insurance.** At a minimum, the Lessee shall maintain at all times during this Lease:

- a. A Worker's Compensation insurance policy in compliance with state law covering all employees and subcontractors of the Lessee;
- b. A comprehensive general liability insurance policy in the amount of \$2,000,000; and
- c. Lessee shall name the Town as an additional insured for all policies, as its interest may appear, consistent with this Lease Agreement, with each policy containing a requirement that, in the event of change or cancellation, 30 days' prior written notice be sent by mail to the Town. Certificates of Insurance describing the coverage shall be furnished by the Lessee and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 30 days' prior written notice will be given the certificate holder."

12. **Indemnification.** Lessee hereby agrees to protect, indemnify and hold harmless the Town from and against any and all loss, expense, damage, charges and costs (including court costs and reasonable attorneys' fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Lessee or anyone directly or indirectly employed or controlled by the Lessee as a result of the Lessee's occupation or use of the Premises.

13. **Entry by the Town.** The Town has the right to enter onto the Premises at all reasonable times to ensure compliance with this Lease Agreement and to inspect the Premises for damages and to make any necessary repairs that are the Town's responsibility; provided that the Town will endeavor to minimize any resulting disruption to the conduct of the Lessee's childcare business.

14. **Notice.** Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified, postage pre-paid, at the addresses set forth herein.

15. **General Provisions.**

- a. **Entire Agreement; 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.
- b. **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 any other terms of this Agreement.
- c. **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.

- d. Assignment. This Lease may not be assigned or subleased, neither in whole or in part, without the prior written consent of the Town, which may be granted or withheld in the Town's discretion.
- e. 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.
- f. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
- g. 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.
- h. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status.
- i. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the date first written above.

Sweet Spirits Child Care LLC

211 East Kelly Avenue
P.O. Box 4623
Jackson, WY 83001

By: _____
Name: Jennifer L. Wolf
Title: Manager

Town of Jackson

C/O Town Clerk
P.O. Box 1687
Jackson, WY 83001

By: _____
Name: Hailey Morton Levinson
Title: Mayor

ATTEST

Riley Taylor

	Existing wall or partition
	New wall or partition
	Demolished wall or partition
	Not in Contract / Not in Scope
	Foundation wall / Concrete
	Sound Batt Insulation per specification

ISSUE FOR PERMIT REVIEW

ISSUED DATE	ISSUED FOR
01.20.2023	BASIC USE PERMIT ISSUANCE

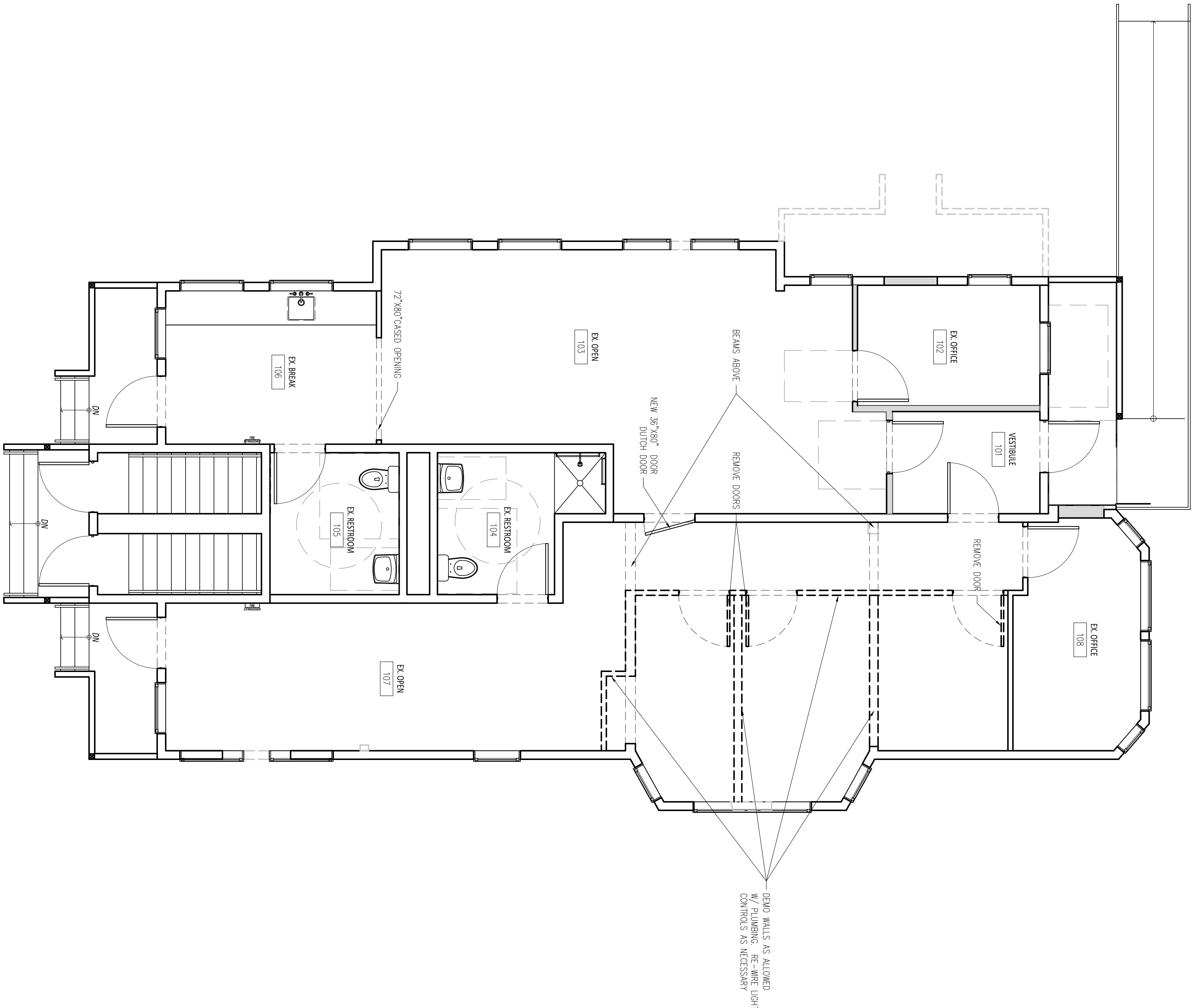
PROFESSIONAL SEAL

PROJECT SI-FERRIN DAY CARE 145 E PEARL AVE JACKSON, WYOMING	
2057	Project No.
AI	Drawn By
AI	Checked by
Discipline	Drawing No.

A	1.0
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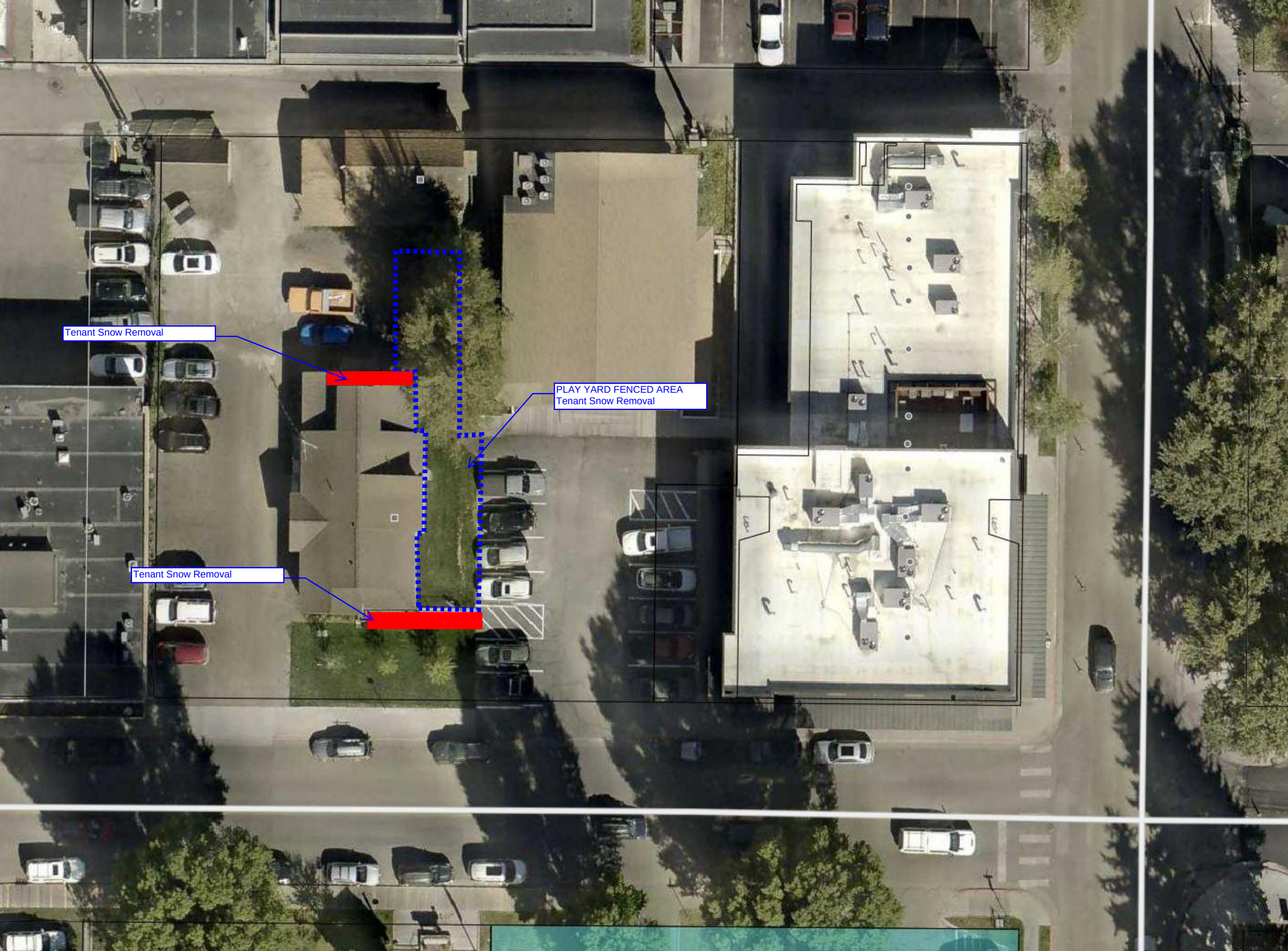
Drawing Name

CONSTRUCTION PLAN



1
1/4" = 1'-0"

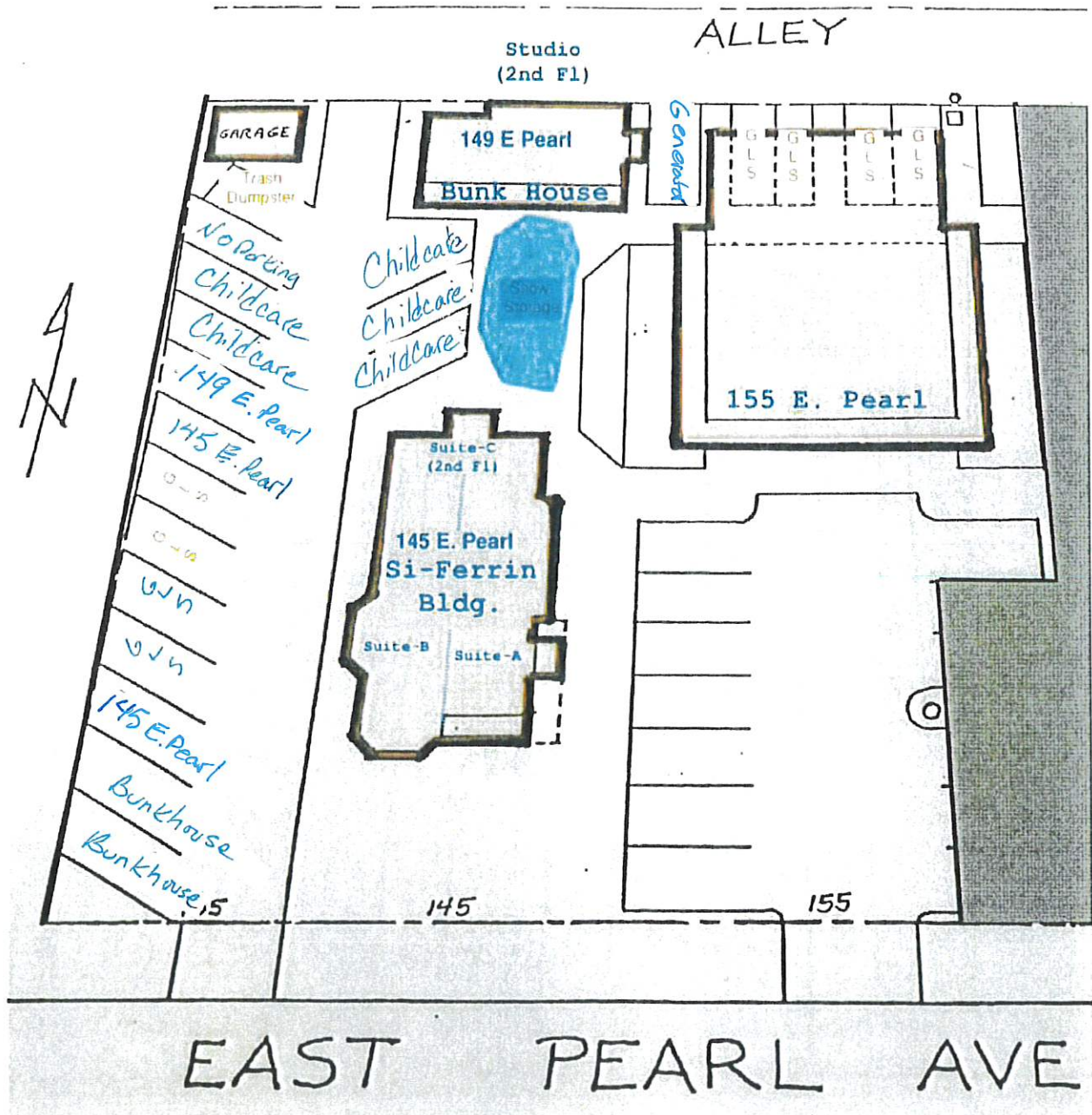
PROPOSED MAIN FLOOR PLAN



Tenant Snow Removal

Tenant Snow Removal

PLAY YARD FENCED AREA
Tenant Snow Removal



Draft Parking Layout for Childcare
February 17, 2023 and Generator

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “**Agreement**”) is made and entered into as of this ____ day of _____, 2023 (the “**Effective Date**”) between the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 (“**Town**”) and Sweet Spirits Child Care LLC, whose address is 211 East Kelly Avenue, P.O. Box 4623, Jackson, Wyoming 83001 (“**Contractor**”).

Recitals

WHEREAS, the Town owns the Si Ferrin Building, located at 145 East Pearl Avenue Jackson, Wyoming (the “**Facility**,”); and

WHEREAS, the Contractor desires to provide day care services to the general public of the Town of Jackson and County of Teton; and

WHEREAS, the Town and the Contractor desire to enter into an agreement for the Contractor to provide such professional day care services to Town of Jackson employees, councilmembers, and the general public of the Town, with certain placement preferences to be extended to designated families associated with the Town as set forth hereinafter; and

WHEREAS, the Town and the Contractor are simultaneously entering into a lease agreement (the “**Lease**”), pursuant to which Contractor shall lease a portion of the Facility from the Town.

NOW, THEREFORE, the Town and the Contractor do hereby agree as follows:

1. Statement of Services. Contractor shall provide services to Town of Jackson employees, councilmembers, and the general public in accordance with the Scope of Work attached hereto as Exhibit 1 and incorporated herein by this reference (the “**Services**”).
2. Term. This Agreement shall be for an initial base term that will extend from the Effective Date through 11:59 p.m. on August 31, 2026 (the “**Base Term**”).
3. Renewal. This Agreement is renewable by the Contractor for one (1) successive three-year term (the “**Renewal Term**”), to begin at midnight on September 1, 2026 and end at 11:59 pm on August 31, 2029. In the event that the Contractor desires to renew this Agreement for the Renewal Term, the Contractor shall notify the Town in writing of such election to renew not later than July 1, 2026. The Contractor may exercise its right to this Agreement for the Renewal Term, provided i) the Town has not given notice of its exercise of its right of termination for municipal interests and ii) there are no outstanding uncured defaults on the part of the Contractor.
4. Default; Remedies; Termination.
 - A. Default. Each of the following events shall constitute a default under this Agreement (a “**Default**”): (i) the failure or either party to this Agreement to make any payment due to the other party under this Agreement within ten (10) days after such payment becomes due and payable; (ii) the failure of the Contractor to have a valid agreement with the Town for lease of the Facility for more thirty (30) days; (iii) the Contractor is in violation of any term or condition of its lease agreement with the Town for the provision of the Facility for more thirty (30) days; or (iv) the failure by a party hereto to perform its obligations under this Agreement, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or, if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced and diligently pursued within such thirty (30) day period.

- B. Remedies. Following an event of Default, and as often as the same may happen, the non-defaulting party may pursue any available remedies at law or in equity, including the right of the Town to terminate this Agreement should the Contractor be the defaulting party. Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default.
- C. Termination for Municipal Interests. After the Base Term, this Lease may be terminated by the Town for legitimate municipal interests with one hundred and eighty (180) days' written notice.

5. Payment.

- A. The Contractor shall be compensated for the Services directly by those individuals and families utilizing its day care services. The Town has no obligation to pay Contractor. Notwithstanding the foregoing, the maximum rate for each child Contractor may charge is as follows:

0 months to 2 Years Old

Schedule	Monthly Plan: 9hrs
Full-Time (5 days)	\$1,850
Part-Time (3 days)	\$1,150
2 days	\$950

2 Years to 6 Years

Schedule	Monthly Plan: 9hrs
Full-Time (5 days)	\$1,463
Part-Time (3 days)	\$945
2 days	\$665

Schedule	Drop-In
Full Day for 0 months to 2 years	\$95.00/day
Full Day & All Ages	\$80.00/day

- B. The Contractor shall be paid directly by the Town for evening childcare service for up to a maximum of ten (10) children, if requested by the Town no less than thirty (30) days in advance, as follows, and no matter if children are present or not:

Schedule	Rate
5:30 pm to 9:00pm	\$350

- C. The Contractor may, but is not obligated to, charge an increase of 3% per year for both subsection A and B of this Section, coincidental with the term and renewals of this Agreement.

6. Performance Standards. Contractor shall perform, at all times, under this Agreement in accordance and consistent with each of the following (collectively, "**Performance Standards**"); provided, however, that meeting the Performance Standards shall not relieve Contractor of its other obligations under this Agreement:

- A. Contractor shall maintain a license for a Certification of a Child Care Center (CCC) through the State of Wyoming and be in compliance with such licensure and rules.

- B. Contractor shall, at minimum, comply with the State of Wyoming operational standards for day care.
 - C. Contractor shall comply with all legal requirements and licenses/permits/governmental approvals.
 - D. Contractor shall comply with any regulations as are or may be established by the Town for the general convenience of all tenants of the Facility and the public.
 - E. Contractor shall comply with the requirements of all applicable insurance policies.
 - F. Contractor shall conduct an annual customer service survey and report the results to the Town in an annual meeting with the Town Manager, or their designee.
7. Indemnification. Contractor hereby agrees to protect, indemnify and hold harmless the Town from and against any and all loss, expense, damage, charges and costs (including court costs and reasonable attorneys' fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or anyone directly or indirectly employed or controlled by the Contractor as a result of this Agreement.
8. Independent Contractor.
- A. Status. The Contractor is an independent contractor and this Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Contractor shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.
 - B. Ineligible for Employee Benefits. Neither the Contractor, nor any of its employees, are eligible for any benefit available to employees of the Town, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans, housing stipends/benefits/programs, water bill subsidy, and the like.
9. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified, postage pre-paid, at the addresses set forth herein.
10. General Provisions.
- A. Entire Agreement; 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.
 - B. Waiver. A waiver by 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.
 - C. 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.
 - D. Assignment. The obligations hereunder may not be assigned or transferred, neither in whole or in part, without the prior written consent of the Town, which may be granted or withheld in the Town's discretion.
 - E. 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.

- F. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
- G. 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.
- H. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status.
- I. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the date first written above.

Sweet Spirits Child Care LLC

211 East Kelly Avenue
P.O. Box 4623
Jackson, WY 83001

Town of Jackson

C/O Town Clerk
P.O. Box 1687
Jackson, WY 83001

By: _____

Name: Jennifer L. Wolf

Title: Manager

By: _____

Name: Hailey Morton Levinson

Title: Mayor

ATTEST

Riley Taylor

EXHIBIT 1

Scope of Services

OPERATIONS

Day and Hours of Service. Contractor shall provide daily daytime childcare services on all weekdays, from 7:45 a.m. to 5:15 p.m. The Contractor may only be closed the following days:

- New Year's Day January 1
- Martin Luther King's Birthday 3rd Monday in January
- Washington's Birthday 3rd Monday in February
- Memorial Day last Monday in May
- Juneteenth National Independence Day June 19
- Independence Day July 4
- Labor Day 1st Monday in September
- Columbus Day 2nd Monday in October
- Veterans' Day November 11
- Thanksgiving Day 4th Thursday in November
- Christmas Day December 25
- Those days Teton County School District is closed for vacation days (i.e., not including teacher in-service days, flex Fridays, or conference days).

Evening of Service. Contractor shall provide childcare services to children no less than 24 months old, and up to the maximum number children permitted by state law, for a maximum of two evenings per month from 5:30pm to 9:00pm.

Town Right to Child Placement. Contractor hereby grants Town fifteen (15) Rights of First Placement (each a "**Placement Right**") for qualified persons (defined below) to obtain childcare services subject to the terms hereof. A qualified person is a Town employee, Town Councilmember, joint Town-County employee, member of the Town Planning Commission, member of the Town Design Review Committee, member of the Town Equity Task Force, and employees of health and human service organizations that receive direct funding from the Town.

- A. **Placement Right Terms.** A Placement Right is triggered when Contractor has an availability for a child at the daycare. If there is an available Placement Right, the following requirements shall apply:
- (i) Contractor shall deliver notice to the Town of such event (the "**Notice**").
 - (ii) Upon receipt of Notice, the Town shall have seven (7) days to notify Contractor in writing that the Town has a qualified person interested in the available childcare slot (the "**Interest Notice**").
 - (iii) If the Town delivers the Interest Notice, the interested qualified person shall have seven (7) days from the delivery of the Interest Notice to sign a binding contract(s) ("**Exclusive Option Period**").
 - (iv) If the qualified person signs the binding contract(s) within the Exclusive Option Period, the Town shall be deemed to have exercised its applicable Placement Right for the available childcare slot.
- B. **Waiver; Placement Right Reviving Event.** If the Town does not timely deliver the Interest Notice, or if a qualified person does not sign the binding contract(s) for the available childcare slot within the Exclusive Option Period, then the Contractor is free to make the childcare slot available to the general public. Under the scenario in the preceding sentence, thereafter, the Town will have a

Placement Right on the next available childcare slot that becomes available until the Town exercises the applicable Placement Right and a qualified person uses an available slot as a result thereof. After the Town exercises the applicable Placement Right and a qualified person is receiving childcare services from Contractor as a result thereof, the applicable Placement Right shall be stayed until the earlier to occur of the following events (each an “***Placement Right Reviving Event***”): (i) the Town notifies the Contractor that the qualified person receiving childcare services accessed as a result of the Town exercising the applicable Placement Right is no longer a qualified person as defined herein; or (ii) the qualified person receiving childcare services accessed as a result of the Town exercising the applicable Placement Right no longer receives services from the Contractor.

- C. **Additional Qualified Persons.** Nothing herein prevents the Contractor from making more than fifteen (15) slots available to qualified persons should Contractor so elect.

Service Schedule. Contractor shall offer, at minimum, the following levels of Service:

1. 5 days per week (monthly plan).
2. 3 days per week (monthly plan).
3. 2 days per week (monthly plan).
4. Drop-in for those on a monthly plan.

STAFFING

Pay Rate. Contractor is responsible for the employment of the staff to meet the requirements of the Agreement, which will include the obligation to hire, pay, and manage the staff.

Background Check. Contractor and their employees, prior to working with children, will be required to undergo a background check conducted and required by the State licensing agency.

ADMINISTRATION

Rules. Contractor shall at all times comply with the Wyoming Department of Family Services Child Care Licensing Rules, as they are amended and updated from time to time.

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Building Department	Presenter:	Kelly Sluder
Agenda Item:	90-day stay of demolition at address. 235 E. Kelly Ave Permit #DEM23-0008	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a 90 stay of demolition permit DEM23-0008 at address 235 E. Kelly Ave.

Requested Action.

Teton County Historic Preservation Board requests a 90-day stay on the Demolition Permit Application #DEM23-0008 at 235 E. Kelly Ave.

Recommendations.

The structure located at 234 East Kelly is found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register under the following criteria:

- A. Age: Built 1966
- B. Person of significance: William Ashely
- C. Aspects of design, workmanship, and feel.

The Teton County Historic Preservation Board recommends a ninety (90) day stay in the issuance of a demolition permit DEM23-0008

Background.

On April 28, 2023, the Town received demolition permit applications (see attached) for the structure at 235 E. Kelly Ave.

Pursuant to Town demolition procedures for structures listed on the Teton County Historic Preservation Board (The Board) non-exclusive list of structures which are either in excess of fifty (50) years old or are otherwise historically or architecturally significant, the application was forwarded to the Board for review and recommendation. In an email dated April 25, 2023, the Board requested that Town Council consider granting a 90-day stay on the issuance of the requested demolition permit to allow consideration of moving the structure.

Municipal Code Section 15.38.020D.2.B states that the purpose of the stay is to allow public comment and in order for the applicant, the Board, and other interested parties to explore alternatives to demolition. In addition, Section 15.38.020D.2.B states that the Board shall cite the historic preservation principles upon which it is relying to make its comments or recommendations regarding the impact of such demolition on historic preservation.

Findings

There are no formal findings for approval of a stay related to a demolition permit. However, per Municipal Code Section 15.38.020D.2.B, in considering this request, staff notes that Council may choose to grant a stay in the issuance of the demolition permits up to a maximum of 90 days, but upon the completion of that time period, the permit would be issued, and the structures would be allowed to be removed as requested by the property owner.

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

No fiscal impact was identified at this time.

Staff Impact.

Preparation of this report took approximately 4 hours of staff time to process.

Attachments or Links.

Teton County Historic Preservation Board Request (Email)
Demolition Permit Application

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

235 E. Kelly Ave. (Single-family home) I move to grant a 90 day stay on the issuance of Demolition Permit Application #DEM23-0008

Please note that the stay of demolition begins after the Town Council votes to approves the stay.

From: Teton Preservation Board <tetonpreservation@gmail.com>
Sent: Tuesday, April 25, 2023 1:20 PM
To: Kelly Bowlin <kbowlin@jacksonwy.gov>; Paul Anthony <panthony@jacksonwy.gov>
Cc: Michael Stern <michael@masplaces.com>
Subject: DEM23-0007, 0008

Hi Kelly,

The Teton County Historic Preservation Board met last night and offers the following recommendations.

DEM23-0007 for 675 S Glenwood Street

The property located at 675 S Glenwood Street is not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register. The Teton County Historic Preservation Board does not recommend a ninety (90) day stay in the issuance of a demolition permit.

DEM23-0008 for 235 East Kelly Ave.

The structure located at 234 East Kelly is found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register under the following criteria:

- A. Age: Built 1966
- B. Person of significance: William Ashely
- C. Aspects of design, workmanship, and feel

The Teton County Historic Preservation Board recommends a ninety (90) day stay in the issuance of a demolition permit DEM23-0008.

Please note that the 235 east Kelly Ave. property owner was present at last night's meeting and there appears to be confusion with the applicant about preservation incentives/zoning requirements and that the board would like to be supportive in sorting that out. Hopefully, before it even gets to Council. Thank you.

Best,

Susan

--

Susan Eriksen-Meier

Teton County Historic Preservation Board

P.O. Box 4083, Jackson WY 83001
307-690-7781



DEMOLITION PERMIT APPLICATION

Planning & Building Department Building Division

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440

www.townofjackson.com

For Office Use Only

Permit No.		Permit Fee:		Date Received:		Date Due:	
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APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 235 E Kelly Ave, Jackson, WY 83001

PIDN: 22-41-16-34-2-25-003 Original Year Built: 1966

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: unknown

Years and Description of any Remodels: kitchen, unknown

Years and Description of any other Demolitions: sewer line replacement, unknown

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Demolition of existing structure and garage preceeding new building and garage per Permit B22-407
780 sq ft of habitable space and 264 sq ft of non habitable space will be demolished and completely removed from the site.

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: Allen Symonds and Kathleen Lohse Phone: 970-618-6676

Mailing Address: PO Box 1009 ZIP: 83001

E-mail: allen.g.symonds@gmail.com

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

CONTRACTOR.

Name: B& B Builders Phone: (208) 745-0870

E-mail: ben@bbbbuilders.com License: 5832

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$100 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.



Signature of Owner or Authorized Applicant/Agent

Date

Allen Symonds

Name Printed

Title



Linda DeWitt

11:32 AM

Re: Notification of Demolition and removal of building

To: Allen Symonds

Mr. Symonds,
Thanks for providing that information. It answered all my questions.

Based on the drawings and comments provided, this project is removal of a single-family residence with construction of another single-family residence; for that reason the work is not covered by the Wyoming Asbestos Program. We cannot require you to have an inspection, turn in notification or complete the 10-working day wait that is required for work in public and commercial buildings. You should be able to use this email as proof of contact with our office, so that you can move forward in getting your demolition permit from the Town of Jackson.

Please be aware that private residences have the same potential to contain asbestos as public and commercial building of the same era. Some demolition contractors may require an asbestos inspection in order to protect their workers under the OSHA regulations. Let us know if you need help finding an Asbestos Building Inspector.

If you have questions or need additional information, please feel free to contact me.

Linda Dewitt
Asbestos Program Coordinator
Wyoming Division of Air Quality
(307) 777-7394

On Tue, Feb 14, 2023 at 11:18 AM Allen Symonds <allen.g.symonds@gmail.com> wrote:

Linda,
See answers below. If you need more info please let me know.
Thanks,
Allen

On Feb 14, 2023, at 10:53 AM, Linda Dewitt <linda.dewitt@wyo.gov> wrote:

Mr. Symonds,
In order to answer your questions, I need to ask a couple of questions of my own; to ensure that I provide you with correct information (truly another chicken and egg dilemma).

1. Has this property always been, is currently and will in the future be used as a private residence? If not, please explain. **Yes**
2. If the facility has been subdivided, how many dwelling units are present? **No, one**
3. Have you sent a future use plan to the City? If so, please provide us with a copy of that document. **See below attachment**

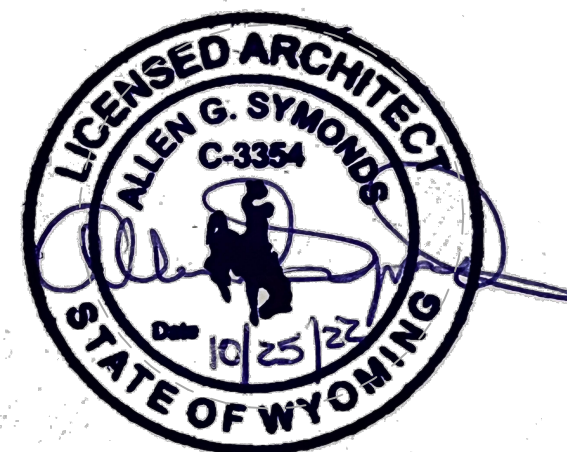
It might be helpful if you provide the address, so I can do a little research using Google Maps and the Teton County Assessor's office. **235 E Kelly Ave. Jackson, WY 830001**

If you have questions or need additional information, please feel free to contact me.

Linda Dewitt
Asbestos Program Coordinator
Wyoming Division of Air Quality
(307) 777-7394

On Tue, Feb 14, 2023 at 10:17 AM Allen Symonds <allen.g.symonds@gmail.com> wrote:

CONSULTANTS



Lohse Symonds

235 E Kelly Ave
Jackson, 83001

A Green Studio

235 E Kelly Ave
Jackson WY 83001

MARK	DATE	DESCRIPTION

PROJECT NO: 01

MODEL FILE:
235 E Kelly S8.pln

DRAWN BY: Allen Symonds

COPYRIGHT:

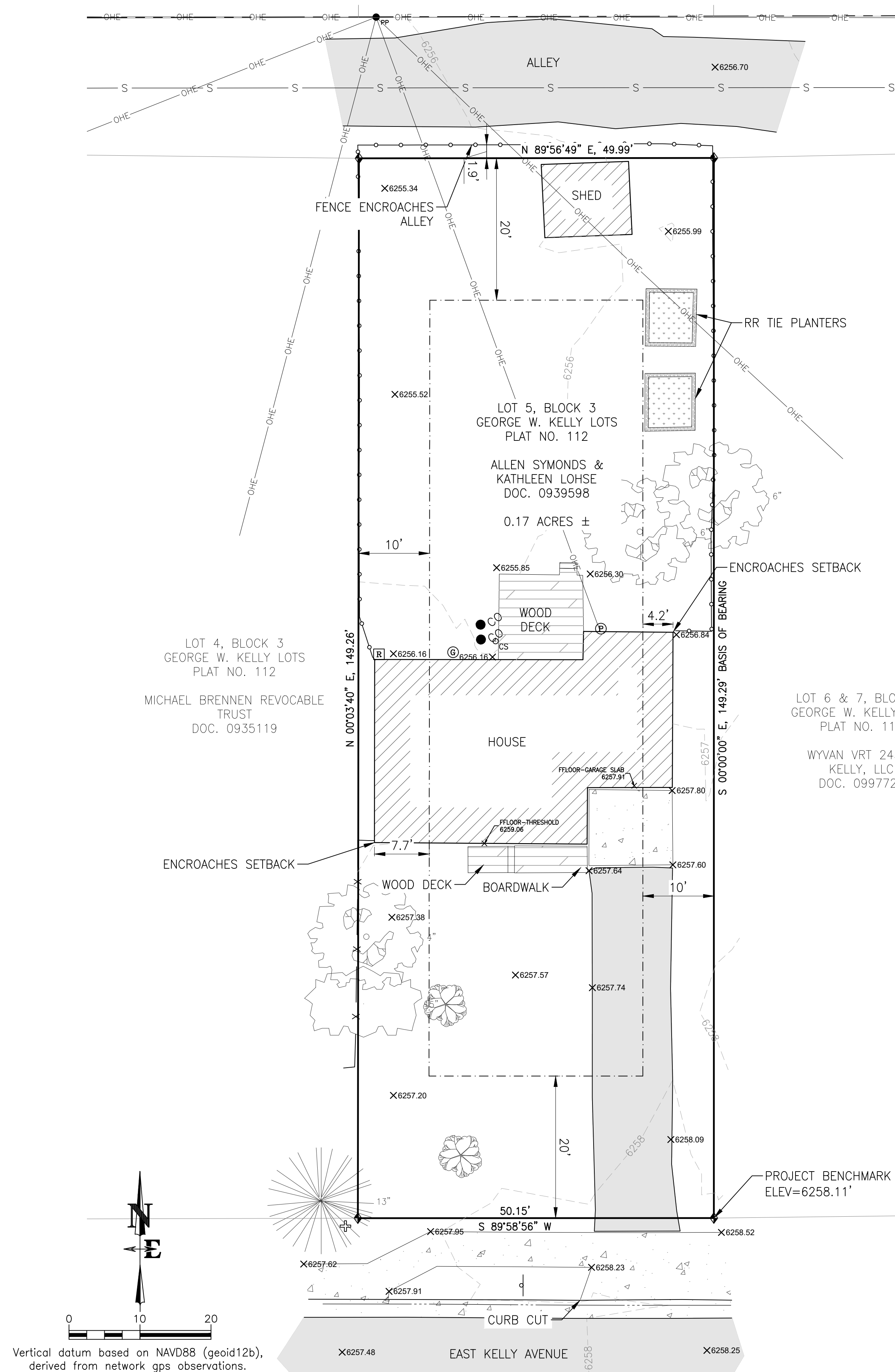
SHEET TITLE

Demo Plan

A-26

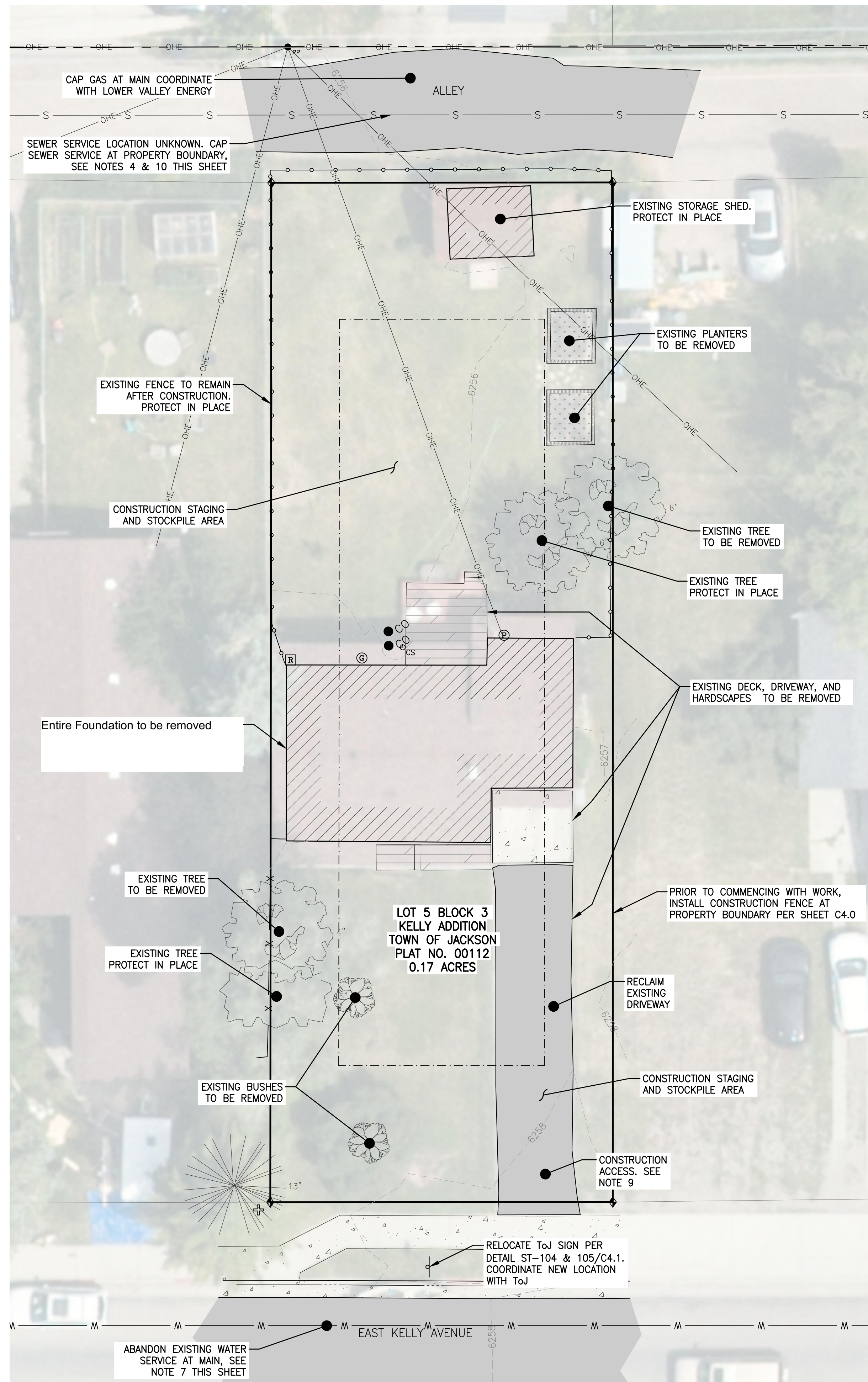
SHEET 27

OF 27



1

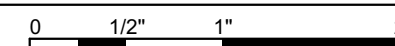
Existing Site Plan
SCALE: 1' = 1'-0"



2

Demo Plan

SCALE: 1' = 1'-0"







STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-026 LDR Cleanup	Public Comment:	Yes

Purpose & Policy Considerations.

Periodically the Town completes an LDR cleanup, which is suite of minor LDR text amendments to address errors, contradictions, sections that lack clarity, and issues that have arisen consistently in implementation. The proposed text amendments are an LDR cleanup, the last LDR cleanup was in 2019.

Requested Action.

The applicant, the Planning Director, is requesting approval of a text amendment to make a suite of changes to the LDRs.

Recommendations.

The Planning Director recommends approval of the LDR cleanup.

Background/Project Description/Analysis.

It is the Planning Department's goal to complete an LDR "clean-up" every year or two to update the LDRs to fix errors and inconsistencies and to codify common interpretations. It can also be used to improve or add relatively simple standards that are necessary for the fair and consistent implementation of the LDRs and address recurring problems. Unfortunately, due to COVID and the subsequent increased pace of development in the aftermath, staff has not been able to draft a clean-up for over four years, thus our list is longer than usual and includes a few substantive items that planning staff deems necessary to streamline and improve certain development standards.

Planning Staff met with the Planning Commission on February 15, 2023, in a workshop to discuss a number of key issues and get feedback from the members. This feedback is incorporated into the proposed amendments.

Staff Analysis

All proposed amendments are detailed in the attached table. For each amendment a brief description of the purpose of the cleanup is provided. Please note this table also includes about ten LDR amendments proposed by the Town Engineer to address issues focused mostly on standards for subdivision, stormwater, and grading. Please refer to the attachment table for the rationale and analysis of each change.

To aid the Council's review, a list of the primary changes is provided below:

- Change #26: Clarified definition of what can count as landscape area, especially in urban settings;
- Change #32: Clarified definition of what constitutes a residential unit (i.e., new factors to consider to determine when an separate unit is present);
- Change #38: Added guest parking requirement for multi-family buildings;
- Change #42: Change that ADA parking will not count toward required parking for residential projects;
- Change #46: Increase requirements for snow storage from 2.5% to 10%;
- Change #52: Added new process and rules to allow construction staging sites in residential areas;
- Change #69: Expanded criteria for using Minor Deviation for modifications to existing approvals;

- Change #75: Modified residency requirements for PC and DRC members;
- Change #81: Clarified definition for height on sloped sites;
- Change #84: New rules to allow rooftop decks as exception to maximum height requirement;

Staff's recommendation is that the Council discuss only those items from the attached summary table that it has questions about or that may be more impactful. Items that everyone agrees are fine and require no additional discussion can be approved by consent. In preparation, please identify any proposed changes you would like to discuss using the number in the left column. This will help staff efficiently facilitate the meeting and focus on the items that require discussion. If an item in the table proves to be too complex for simple resolution and agreement, Council can remove that item from this clean-up effort and address that item in the future as part of a separate update process if it chooses.

Public Comment.

The Planning Department has received public comment from the Jackson Hole Community Housing Trust and Habitat for Humanity of the Greater Teton Area, Matt Faupel, Thomas Kirsten, and the Jackson Teton County Housing Department. Please note that the issue that the Housing Trust and Habitat were concerned about has been deleted from the clean-up.

Factors for Consideration.

Pursuant to Section 8.7.2.C (LDR Text Amendment Findings) of the 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 proposed cleanups seek to improve the organization of the LDRs in a number of cases where standards are more easily found in the proposed location.

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

Complies. The proposed cleanups improve the consistency of the LDRs in a number of cases where implementation of the LDRs has identified that additional sections of the LDRs need to be updated to implement an intended policy change.

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

Complies. The proposed cleanups more clearly define the character desired by various regulations.

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

Not applicable. The cleanups address inconsistencies, errors, and lack of clarity, they are not intended to address larger policy questions related to changes in the community.

5. *Improves implementation of the Comprehensive Plan; and*

Complies. All proposed changes are consistent with the Comprehensive Plan and the intent of this cleanup is to improve implementation of the existing approach toward executing the Comprehensive Plan.

6. *Is consistent with other adopted Town Ordinances.*

Complies. All proposed changes are consistent with or improve coordination with other Town ordinances.

Fiscal Impact.

The Town has contracted with OPS Strategies to assist in drafting the cleanup for an amount not to exceed \$14,875.

Staff Impact.

The amount of staff time to review, research, and write this report including future work to send final letters is roughly 60 hours.

Attachments or Links.

2023 LDR Cleanup Table
Public Comment

Suggested Motion.

I move to **approve** LDR Text Amendment P23-026 for the 2023 LDR Cleanup based upon factors 1-6 in Section 8.7.2.C of the Land Development Regulations as presented by staff in the staff report dated May 15, 2023, and as modified by the Council at this meeting, and direct staff to bring back an ordinance for Council consideration.

2023 Town LDR Cleanup (P23-026)

Town Council Draft: May 15, 2023

Introduction

Town staff consistently strive to improve the LDRs by making note of errors, clarifying points of confusion, and addressing unintended consequences. The LDR Revisions project is a regular initiative to amend the LDRs to institute those corrections, keep the LDRs up-to-date, and ensure compliance with the changes in other guiding documents. Major policy changes have largely been avoided in this year's LDR Cleanup process and are reserved for separate, individual review.

Proposed Changes

The table below lists the changes proposed by the Planning Director and as recommended for approval by the Planning Commission. The table includes the section in which the stated changes occur, a description of the change or issue, and the proposed text to be amended if it is brief enough to be included. In cases where changes are more significant or difficult to snapshot in a single cell, there is direction to turn to an attached appendix page. Text that has been removed is denoted with a ~~red & strikethrough~~; text that had been added is denoted with red & underline.

#	Section	Description of Change	Proposed Text
1	1.3.2	Comp Plan reference: This change corrects an error. Update the restatement of the Common Values of Community Character to align with the updated 2020 Jackson Teton County Comprehensive Plan.	Section 1.3.2.A.2. Consume less nonrenewable energy as a community in the future than we do today <u>Emit less greenhouse gases than we did in 2012.</u> Section 1.3.2.B.1. Direct <u>at least 60% of</u> future growth into a series of connected, Complete Neighborhoods in order to preserve critical habitat, scenery and open space <u>in our Rural Areas and provide workforce housing opportunities.</u> Section 1.3.2.C.3. Residents and visitors will safety, efficiently, and economically move within our community and throughout the region using alternative modes of transportation. <u>Travel by walk, bike, carpool, or transit will be more convenient than travel by single-occupancy vehicle.</u>
2	1.6.3	Examples: This change clarifies an existing practice. Clarify that where there is a conflict between the language of a regulation and the example, the language of the regulation shall govern.	Where provisions of these LDRs are in direct conflict, the zone-specific provision shall govern. If neither provision is zone-specific, the provision that is more specific to the characteristics of the application being reviewed shall govern. <u>Where the text of these LDRs and examples or images may conflict, the text shall govern.</u>

#	Section	Description of Change	Proposed Text
3	1.9.2.B.1 & 3	Nonconforming detached dwellings and habitable floor area: This change clarifies a common problem. Currently, detached single-family homes are exempt from the expansion limits on nonconforming physical development. This exemption was added in 2018 to accommodate detached homes in the new NH-1 zone but it has applied to all detached homes in Town which has caused problems by allowing inappropriate and large expansions of nonconforming homes close to property lines, negatively impacting neighbors. The proposed change would delete this exemption and simply return the LDRS to the pre 2018 rules and treat detached homes the same in all zones. In addition, for all structures the expansion of the nonconformity should be based on <u>habitable</u> floor area because habitable floor is the standard for most floor area measurements in Town.	1. No Increase in Nonconformity. Maintenance, alteration, replacement, or expansion shall not increase the nonconformity and shall otherwise comply with all applicable standards of these LDRs, except that maintenance, alteration, or expansion of a nonconforming Detached Single-Family Unit or property listed on the Jackson Historic Register shall not be subject to this limitation (e.g., an addition to a house or structure on the Jackson Historic Register that is nonconforming as to height may be the same height as the existing nonconforming house or historic structure). EXAMPLE: An addition must meet all setbacks, floor area limits, and other standards even if a portion of the structure being added to does not meet a setback, except that a <u>Historic Registered Resource Single-Family Unit</u> may be expanded to the same nonconforming setback. 3. Expansion. A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon cumulative expansion of greater than 20% of its <u>habitable</u> floor area or site area. Cumulative expansion is the sum of all expansions from the date the physical development became nonconforming, including all expansions under prior LDRs if the physical development became nonconforming under prior LDRs and remains nonconforming. The following exceptions shall apply to this limit on expansion. a. Detached Single-Family Unit. This standard shall not limit the expansion of a Detached Single-Family Unit, <u>except that all expansions must comply with all applicable LDR standards.</u>

#	Section	Description of Change	Proposed Text
4	1.9.2.B.4	Replacement of nonconforming structures: This change clarifies an existing practice. Proposed change is intended to clarify existing policy that adding structural support to the nonconforming part of a structure to, in essence, replace the existing structural support is considered “replacement” under this standard.	4. Replacement. A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon willful demolition, <u>reinforcement, or addition</u> of any structural support for the portion of the physical development that is nonconforming. Except that this subsection shall not prohibit any of the following. EXAMPLE: A site has an existing 2,000 sf home that is partially located in a creek setback. Any interior remodel is allowed without resolving the nonconformity. Any nonstructural modification to the exterior of the building (i.e. re-siding, re-roofing, replacing windows) is allowed without resolving the nonconformity. An expansion of up to 400 sf is allowed without remedying the <u>nonconformity provided that the addition complies with all required dimensional standards (i.e., located within the building envelope)</u>. But, if the portion of the building in the setback is demolished it cannot be built back, and an expansion of greater than 400 sf would require demolition of the nonconforming portion of the building.
5	1.9.3.B.3	Expansion of a nonconforming use: This change clarifies an existing practice. While a nonconforming use is allowed 20% expansion, that expansion is limited by the other standards of the LDRs. This cleanup clarifies existing practice that the stricter of the two limits applies.	An expansion of a nonconforming use shall comply with all physical development, development option, and subdivision standards of these LDRs, <u>which may preclude the 20% expansion allowed under subsection B.1.</u>
6	1.9.5.C	Historically significant sign determination: This change clarifies an existing oversight. The nonconforming sign section did not get updated to reference the Historic Preservation Board when the rest of the historic preservation regulations were updated.	Historically Significant Signs. When a nonconforming sign is determined by the Planning Director to be historically significant, routine maintenance, including painting and replacement of lights, shall be permitted. Historically significant signs are signs designated by the Planning Director, <u>who may consult with the Teton County Historic Preservation Board, Director or Historical Society</u> as having significant historical value to the Town.

#	Section	Description of Change	Proposed Text																		
7	2.2.6.B.1 2.2.6.B.3	NL-5 accessory structures: This change clarifies an existing oversight. The accessory structure setbacks and heights should be the same as the NL-3 and NL-4 now that ARUs are allowed in the NL-5.	<table><tr><td colspan="2">Accessory Structure Setbacks</td></tr><tr><td>Side interior/rear (min)</td><td>5'</td></tr><tr><td>>14 feet in height</td><td>10'</td></tr><tr><td>≤14 feet in height</td><td>5'</td></tr><tr><td>Second floor deck</td><td>10'</td></tr></table> <table><tr><td colspan="2">Accessory Structure Height</td></tr><tr><td>Accessory residential unit (max)</td><td>2 stories not to exceed 26'</td></tr></table>	Accessory Structure Setbacks		Side interior/rear (min)	5'	>14 feet in height	10'	≤14 feet in height	5'	Second floor deck	10'	Accessory Structure Height		Accessory residential unit (max)	2 stories not to exceed 26'				
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8	2.2.2.B.3 2.2.3.B.3 2.2.4.B.3 2.2.5.B.3 2.2.6.B.3 2.2.7.B.3 2.2.8.B.3 2.2.9.B.3 2.2.16.B.2 2.2.17.B.2 2.3.10.B.2 2.3.13.B.2 3.3.1.B.2 4.2.1.B.2 4.2.2.B.2	Building size, rules of measurement: The change corrects a mistake by clarifying that the limit on the size of an individual building should follow the same rules of measurement as Floor Area Ratio – that only habitable floor area above grade is counted. In the Town bulk of a building is limited by setbacks and height, limiting gross floor area is the County’s method of limiting bulk. In the NL-3, NL-4 , and NM-1 zones there is no existing limit, but with lot combination being more common the limit should be added for consistency with the other NL and NM zones. The standard varies by Legacy zone, including some zones where it is not applicable, but the definition should be consistent in all cases and this cleanup does not propose to change any of the Legacy Zone standards. In the NH-1 where the “fill-the-box” tool applies and there are no configuration limits the individual building limit should not apply. Application of an individual building size limit in the CR and DC zones is a larger discussion than is not appropriate for this cleanup. A separate analysis of that issue is being developed by staff.	NL and NM zones <table><tr><td colspan="2">Scale of Development</td></tr><tr><td>Individual building (max gross habitable floor area above grade)</td><td>10,000 sf</td></tr></table> TS zones <table><tr><td colspan="2">Scale of Development</td></tr><tr><td>Single building size (max habitable above grade)</td><td>15,000 sf</td></tr></table> BP, MHP, Rural, P/SP, Park zones <table><tr><td colspan="2">Maximum Scale of Development</td></tr><tr><td colspan="2">Individual Building (gross floor area) (max habitable above grade)</td></tr><tr><td>Single building</td><td>* sf</td></tr></table> NH-1 zone <table><tr><td colspan="2">Scale of Development</td></tr><tr><td>Individual building (max floor area)</td><td>10,000 sf</td></tr></table>	Scale of Development		Individual building (max gross habitable floor area above grade)	10,000 sf	Scale of Development		Single building size (max habitable above grade)	15,000 sf	Maximum Scale of Development		Individual Building (gross floor area) (max habitable above grade)		Single building	* sf	Scale of Development		Individual building (max floor area)	10,000 sf
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#	Section	Description of Change	Proposed Text
9	2.2.2.B.4	Fence standards: This change clarifies existing practice that fences should be set back 2 feet from alleys to allow for snow plowing. It clarifies that the fence setbacks and height limits apply to freestanding walls as well. It also clarifies that the height limit applies in the entire street, side or rear yard.	NL, NM, NH zones
	2.2.3.B.4		Fencing/ Walls
	2.2.4.B.4		Height (max)
	2.2.5.B.4		<u>Anywhere</u> in street yard 4'
	2.2.6.B.4		<u>Anywhere</u> in side or rear yard 6'
	2.2.7.B.4		Setback (min)
	2.2.8.B.4		Primary or side Street lot line (<u>Sidewalk if sidewalk within lot</u>)/sidewalk (min) 1'
	2.2.9.B.4		<u>Alley</u> 2'
	2.2.10.B.1		Side or rear lot line 0'
	2.2.11.B.1		Orientation
	2.2.12.B.1		The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner
	2.2.13.B.4		
	2.2.14.B.1		OR, CR, DC, and TS zones
	2.2.15.B.1		Fencing/ Walls
	2.2.15.B.1		Height <u>anywhere</u> in any street or side yard* *
	2.2.16.B.1		Height <u>anywhere</u> in any rear yard (max) 6'
	2.2.17.B.1		Setback from pedestrian frontage (min) *
	2.3.10.B.6		<u>Setback from alley (min)</u> 2'
	2.3.13.B.6		Setback from side or rear lot line (min) 0'
	3.3.1.B.6		<u>The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner</u>
		Note that fences/walls are prohibited in the street and side yards in TS zones, this cleanup would not change that. Also note that in the OR, side yard fences are grouped with rear yard rather than street yard fences, this cleanup would not change that. There are no fence standards in the P/SP or Park zones.	BP-ToJ, MHP-ToJ, R-ToJ
			Fencing/ Walls
			Height (max)
			<u>Anywhere</u> in street yard 4'
			<u>Anywhere</u> in side or rear yard 6'
			Setback (<u>min</u>)
			Front lot line (<u>Sidewalk if sidewalk within lot</u>)/ ROW / Sidewalk 1'
			<u>Alley</u> 2'
			Side or rear lot line 0'
			Orientation
			The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner

#	Section	Description of Change	Proposed Text
10 B	2.2.8.B 2.2.9.B	Rear Setback: This change corrects an oversight where the current rear setback in the NM-2 and NH-1 zones is 20' which is more restrictive than the 10' rear setback in lower-density zones such as NM-1, NL-5 and OR. Intent is to make rear setback the same for these zones at 10 feet.	NM-2 and NH-1 Primary Building Setbacks Primary Street (min) 20' Secondary Street (min) 10' Side Interior (min) 10' Rear (min) <u>20' 10'</u>
10	2.2.10.B.1	Access drive width in OR Zone: This change clarifies that because the OR zone is adjacent to residential zones and has a smaller scale than other commercial zones that it should have the same curb cut and access setback standards as those in adjacent residential zones.	2.2.10.B.1 Access Curb cut width (max) <u>20' 24'</u> <u>Setback from side/rear lot line</u> <u>1'</u>
11	2.3.10.B.1	Accessory structure setbacks in BP zone: This change clarifies an existing oversight. The side and rear setbacks in the BP zone that are meant to space out large industrial buildings and are prohibitive to the placement of accessory storage sheds that are necessary and common in the BP. The proposed cleanup would allow smaller buildings to be located closer to the side and rear property lines, similar to less intense residential zones.	Exceptions Street/Side Yard – U.S. Highway 26-89-189-191. [no change] FAR. [no change] Detached Accessory Structure <u>Separation. A detached accessory structure shall be separated a minimum of 10 feet from another structure. A detached accessory structure of less than 14 feet in height shall have a side and rear setback of 5 feet.</u>
12	5.8.1.A.3 2.2.6.B.3 2.2.8.B.3 2.2.9.B.3	DRC review for buildings with 4+ units: This change corrects a mistake because Design Review Committee review and the Design Guidelines were not intended to apply to smaller developments up to tri-plexes, but only to larger multiunit developments (i.e., 4 attached units or more which applies to the NM-1 zone and above). The intent was never that single lots in the NL developments be subject to Division 5.8. Thus, the proposed cleanup would move the threshold for DRC review from 3 to 4 attached units, which would exempt NL development except the recent workforce housing allowance. where 4-unit buildings are now allowed. The reference already existing in the NH-1 and will be updated from three to four units.	5.8.1.A.3. Applicability. Town Design Guidelines. All applications for residential development that includes <u>four</u> three or more attached units, <u>including ARUs.</u> NL-5, NM-2, NH-1 zones 3. Bulk & Mass Standards [Bulk & Mass illustration (varies by zone)] <u>Design Guidelines (Div. 5.8.)</u> <u>The Design Guidelines apply to all residential and nonresidential development of four attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.</u>

#	Section	Description of Change	Proposed Text																								
13	2.2.2.B.10 2.2.3.B.10 2.2.6.B.10 2.2.10.B.9 2.2.11.B.9 2.2.12.B.9 2.2.13.B.10 2.2.14.B.9 2.2.15.B.9 2.2.16.B.9 2.2.17.B.9 2.3.10.B.12 2.3.13.B.12 3.3.1.B.12 4.2.1.B.12 4.2.2.B.12	Permit thresholds, habitable floor area: This change clarifies existing practice that each zone where development thresholds are floor area based, only the habitable floor area is counted, including below grade habitable floor area. Below grade floor area is included because below grade habitable floor area contributes to intensity of use of a development and the permit review thresholds ensure appropriate public review for more impactful development.	NL-1, NL-2, NL-5, BP, MHP, Rural, P/SP, Park zones Required Physical Development Permits Nonresidential Floor Area (<u>Habitable including basement</u>) OR, CR, DC, TS zones Required Physical Development Permits Floor Area (<u>Habitable including basement</u>)																								
14	2.2.10.B.9 2.2.12.B.9	Sketch Plan option for residential: This change fixes a mistake. In the CR-1, CR-3, and DC zones Sketch Plan is optional for a large residential only project. In the OR and CR-2 there is a line for residential only projects, but currently no difference in the standard. The OR and CR-2 thresholds should be cleaned up to match the other CR and DC zones as was intended and is logical.	<table> <tr> <th></th><th>Sketch Plan (Sec. 8.3.2.)</th><th>Dev. Plan (Sec. 8.3.3)</th><th>Building Permit (Sec. 8.3.4)</th></tr> <tr> <td>Physical Development</td><td></td><td></td><td></td></tr> <tr> <td>Floor Area (<u>Habitable including basement</u>)</td><td></td><td></td><td></td></tr> <tr> <td>> 13,800 sf</td><td>X</td><td>X</td><td>X</td></tr> <tr> <td>> 13,800 sf for only residential use</td><td>X <u>optional</u></td><td>X</td><td>X</td></tr> </table>		Sketch Plan (Sec. 8.3.2.)	Dev. Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	Physical Development				Floor Area (<u>Habitable including basement</u>)				> 13,800 sf	X	X	X	> 13,800 sf for only residential use	X <u>optional</u>	X	X				
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15	2.2.16.B.9 2.2.17.B.9	Sketch Plan threshold in TS zones: This change fixes an inconsistency. The physical development permit thresholds in the TS-1 and TS-2 essentially require a Sketch Plan for any multi-lot development even though there is an individual building maximum. The proposed amendment would allow a development on 2-50x150 lots with a Development Plan. In other zones the Sketch Plan threshold is set at the equivalent of the maximum FAR over 4-50x150 lots, so the TS zones will still have a higher standard of public review, but the proposed cleanup will allow relatively simple 2-lot projects to be approved through a single set of public hearings.	<table> <tr> <th></th><th>Sketch Plan (Sec. 8.3.2.)</th><th>Dev. Plan (Sec. 8.3.3)</th><th>Building Permit (Sec. 8.3.4)</th></tr> <tr> <td>Physical Development</td><td></td><td></td><td></td></tr> <tr> <td>Floor Area (<u>Habitable including basement</u>)</td><td></td><td></td><td></td></tr> <tr> <td>≤ 10,000 sf</td><td></td><td></td><td>X</td></tr> <tr> <td>10,001 – <u>30,000</u> 20,000 sf</td><td></td><td>X</td><td>X</td></tr> <tr> <td>> <u>30,000</u> 20,000 sf</td><td>X</td><td>X</td><td>X</td></tr> </table>		Sketch Plan (Sec. 8.3.2.)	Dev. Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	Physical Development				Floor Area (<u>Habitable including basement</u>)				≤ 10,000 sf			X	10,001 – <u>30,000</u> 20,000 sf		X	X	> <u>30,000</u> 20,000 sf	X	X	X
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16	2.2.7.C.1	NM-1 density clarification: This change clarifies an inconsistency. The NM-1 zone allows for duplex development, which can be configured as apartments or subdivided into townhomes or condos. While the strict definition of an attached single family-unit is that you can only have 1 unit per townhouse or condo “lot” the density maximum has caused confusion. The proposed change would not change the allowed density just clarify that 2 attached units are allowed on a 7,500 sf lot.	Use	Permit	Density (max)	Individual Use (max)
			Attached Single-Family Unit (6.1.4.B)	B	21 unit per lot	8,000 sf habitable-excluding basement
17	2.2.13.E.4.a.iii	Missing Reference (CR-3 4th floor bonus): This change clarifies an existing oversight. The intended reference to Div. 6.3. is missing from fourth floor bonus in the CR-3.	It shall be exempt from the calculation of affordable housing required by <u>Div. 6.3</u> but shall not be used to meet the affordable housing requirement for the project.			
18	2.2.13.E.8	CR-3 Mini-Storage: This change proposes a design improvement to address gateway use. While the community needs storage, but staff finds that allowing large expanses of storage units on the frontage of properties southern gateway into the community is inconsistent with the Comp Plan and goals of CR-3 Zone. The proposed change would add a clear zone-specific standard in the CR-3 to ensure storage units are setback from the highway frontage a reasonable distance.	<u>8. Mini-Storage Setback. Mini-Storage Setback use shall be setback at least 100 feet from the Highway 89/191 ROW.</u>			
19	2.3.13.E.1	Mobile home replacement: This change clarifies an existing practice. The standards for replacement of mobile homes within a mobile home park are not clear. The change would make it obvious that mobile homes can be replaced with a larger mobile home and introduce a property setback. The cleanup would also delete an unneeded reference to Sec. 7.1.3.	a. A new mobile home park shall be developed pursuant to the standards of Sec. 7.1.3. <u>b.v. Size. A mobile home can be replaced with a larger mobile home.</u> <u>b.vi. Setback. A relocated mobile home shall be set back a minimum of 5 feet from the mobile home park property line.</u>			

#	Section	Description of Change	Proposed Text																		
20	4.2.2.C.1 6.1.1.F	Developed recreation in Park zone: This change fixes an oversight. The Park and Open Space zone currently prohibits developed recreation use because the intent of the zone is for outdoor recreation sites. However, such sites can still include a developed recreation use in some cases and developed recreation should be allowed as a conditional use. The zone-specific use table depicted at right for section 4.2.2.C.1 is transposed for the purposes of this format, but the organization of the table will not change.	4.2.2.C.1 <table><tr><td>Use</td><td><u>Amusement/Recreation</u> <u>Developed Recreation</u></td></tr><tr><td>Permit</td><td><u>C</u></td></tr><tr><td>BSA (min)</td><td><u>0 sf</u></td></tr><tr><td>Density (max)</td><td><u>n/a</u></td></tr><tr><td>Parking (min)</td><td><u>4.5/1,000 sf</u></td></tr><tr><td>Affordable Workforce Housing Units (min)</td><td><u>independent calculation</u></td></tr></table> 6.1.1.F <table><tr><th colspan="2">Use Schedule: Town Legacy Zones</th></tr><tr><td></td><td>P-ToJ</td></tr><tr><td>Developed Recreation</td><td><u>--C</u></td></tr></table>	Use	<u>Amusement/Recreation</u> <u>Developed Recreation</u>	Permit	<u>C</u>	BSA (min)	<u>0 sf</u>	Density (max)	<u>n/a</u>	Parking (min)	<u>4.5/1,000 sf</u>	Affordable Workforce Housing Units (min)	<u>independent calculation</u>	Use Schedule: Town Legacy Zones			P-ToJ	Developed Recreation	<u>--C</u>
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	P-ToJ																				
Developed Recreation	<u>--C</u>																				
21	4.4.1.H	PUD references: This change fixes an error. Add the Farmhouse project to the list of approved PUDs and update the zoning references.	1. Planned Unit Development - <u>Urban Residential Neighborhood High Density-1</u> (P15-029) (PUD- URNH-1 (P15-029)) (135 West Kelly Avenue) 2. Planned Unit Development - <u>Urban Residential Neighborhood Medium Density-2</u> (P16-017) (PUD- URNM-2 (P16-017)) (1255 West Highway 22) 3. Planned Unit Development - <u>Urban Residential Neighborhood High Density-1</u> (P16-019) (PUD- URNH-1 (P16-019)) (655 Powderhorn Lane) 4. Planned Unit Development - <u>Auto-Urban Residential Neighborhood Low Density-5</u> (P16-061) (PUD- ARNL-5 (P16-061)) (335 Redmond Street) 5. Planned Unit Development - <u>Urban Residential Neighborhood High Density-1</u> (P16-079) (PUD- URNH-1 (P16-079)) (60 Rosencrans) 6. Planned Unit Development - <u>Urban Residential Neighborhood High Density-1</u> (P17-021) (PUD- URNH-1 (P17-021)) (550 W. Broadway) 7. Planned Unit Development - Neighborhood Medium Density-2 (P17-201) (PUD-NM-2 (P17-201)) (640 S Glenwood Street and 650 S Glenwood Street) <u>8. Planned Unit Development - Commercial Residential-3 (P14-049) (PUD-CR-3(P14-049)) (1200 S Hwy 89)</u>																		

#	Section	Description of Change	Proposed Text
22	5.4.3	Faults: This change clarifies an existing practice of the Town Engineer. Existing language is not compatible with current adopted codes and puts a burden on Town Engineer that should be the responsibility of the design engineer.	A. Comply with Building Code for Seismic Zone 3. All structures shall comply with the currently adopted Building Code for Seismic Zone 3. The Town Engineer may require a report from a geotechnical engineer registered in the State of Wyoming if the proposed physical development is within 200 feet of a fault line and the Town Engineer considers that the proposed physical development creates a dangerous situation. B. Notification on Development Plan/Final Plat On lots of record where a fault line exists <u>or is in proximity to a fault line that could impact the lots of record</u> according to fault line maps for the area, a note shall be placed on all development plans and plats stating that a Seismic Zone 3 fault line potentially subject to movement exists on <u>or in proximity to</u> the lot of record. <u>When no fault line exists on or in proximity to a lot of record provide a note that no fault lines exist or is in proximity to the lot of record on the plat or within the application.</u> C. Review by Town Engineer All proposed physical development <u>in proximity to a fault potentially subject to movement shall be prepared by a professional engineer registered in the State of Wyoming shall be reviewed by the Town Engineer for appropriateness of the proposed structure for the site.</u>

#	Section	Description of Change	Proposed Text																																																	
23	5.5.3.B.2 2.2.8.B.1 2.2.9.B.1 2.3.13.B.5 3.3.1.B.5	Plant units, residential requirement: This change clarifies an existing practice. The zone-specific standards in the NL and NM-1 zones require 1 plant unit per lot. Those zones generally allow one to three units per lot. In the NM-2, NH-1 single unit and duplex development require one plant unit per unit. Residential development in the MHP and Rural zones also require one plant unit per unit. The proposed change would create a consistent standard for 1, 2, and 3-unit residential development. Multi-unit development will remain subject to the same landscaping standards as apply to nonresidential development – 1 plant unit per 1,000 sf of landscape area and 1 plant unit per 12 parking spaces.	5.5.3.B.2. <u>One, Two, and Three Unit Residential in Legacy Zones.</u> All new residential development <u>of fewer than 4 units in a Legacy Zone (Div. 2.3. & Div. 3.3.)</u> shall provide <u>a minimum of</u> one plant unit per <u>lot dwelling unit.</u> NM-2, NH-1 Zones <table><tr><th colspan="2">Landscaping (Div. 5.5)</th></tr><tr><th colspan="2">Plant Units (min)</th></tr><tr><td><u>1,2,3-Unit Residential Single-Family and Duplex</u></td><td><u>1 per unit 1 per lot</u></td></tr><tr><td>All other uses</td><td>1 per 1,000 sf of landscape area</td></tr><tr><td>Parking lot</td><td>1 per 12 parking spaces</td></tr></table> MHP and Rural Zones <table><tr><th colspan="2">5. Landscaping (Div. 5.5)</th></tr><tr><th colspan="2">Plant Units (min)</th></tr><tr><td>Residential</td><td><u>1 per du 1 per lot</u></td></tr><tr><td>Nonresidential</td><td>1 per 1,000 sf of landscape area</td></tr><tr><td>Parking lot</td><td>1 per 8 parking spaces</td></tr></table>	Landscaping (Div. 5.5)		Plant Units (min)		<u>1,2,3-Unit Residential Single-Family and Duplex</u>	<u>1 per unit 1 per lot</u>	All other uses	1 per 1,000 sf of landscape area	Parking lot	1 per 12 parking spaces	5. Landscaping (Div. 5.5)		Plant Units (min)		Residential	<u>1 per du 1 per lot</u>	Nonresidential	1 per 1,000 sf of landscape area	Parking lot	1 per 8 parking spaces																													
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24	5.5.3.C.1	Plant units, DC/TS reference: This change fixes and error. The table was not updated when the TS-1, TS-2, DC-1, and DC-2 zones replaced the UC, DC, and TS zones.	<table><tr><th colspan="5">Required Plant Units per Parking Space by Use and Zone</th></tr><tr><th rowspan="2">Zone</th><th colspan="4">Use</th></tr><tr><th>Ag</th><th>Res</th><th>Inst</th><th>All Other Uses</th></tr><tr><td><u>UC</u></td><td>--</td><td>--</td><td>--</td><td><u>1 per 12 spaces</u></td></tr><tr><td><u>TS</u></td><td>--</td><td>--</td><td>--</td><td><u>0</u></td></tr><tr><td><u>TS-1</u></td><td>--</td><td>--</td><td>--</td><td><u>0</u></td></tr><tr><td><u>TS-2</u></td><td>--</td><td>--</td><td>--</td><td><u>0</u></td></tr><tr><td><u>DC</u></td><td>--</td><td>--</td><td>--</td><td><u>0</u></td></tr><tr><td><u>DC-1</u></td><td>--</td><td>--</td><td>--</td><td><u>0</u></td></tr><tr><td><u>DC-2</u></td><td>--</td><td>--</td><td>--</td><td><u>0</u></td></tr></table>	Required Plant Units per Parking Space by Use and Zone					Zone	Use				Ag	Res	Inst	All Other Uses	<u>UC</u>	--	--	--	<u>1 per 12 spaces</u>	<u>TS</u>	--	--	--	<u>0</u>	<u>TS-1</u>	--	--	--	<u>0</u>	<u>TS-2</u>	--	--	--	<u>0</u>	<u>DC</u>	--	--	--	<u>0</u>	<u>DC-1</u>	--	--	--	<u>0</u>	<u>DC-2</u>	--	--	--	<u>0</u>
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25	5.5.3.E.5	Cost of a Plant Unit: This change clarifies an existing practice. The Town’s practice has long been to allow an amount of landscape material that is equivalent to the average cost of the required plant units. This change would codify that practice by adding a new subsection to 5.5.3.E. Standard Plant Unit.	<u>Cost Substitution for Plant Unit. The applicant may substitute a plant unit of equivalent cost to that of a standard plant unit alternative in Section 5.5.3.E.1 with the approval of the Planning Director. The cost of the proposed equivalent plant unit shall be the average of alternatives A, B, and C, as established by the Planning Director, and shall not include irrigation or installation costs.</u>																																																	

#	Section	Description of Change	Proposed Text
26	5.5.4.A 9.5.L 9.5.S	Landscape surface area definition: This change fixes an inconsistency and modifies use of alternative landscape features as part of landscape area. The existing LDR inconsistency is that the definition of “landscape area” states that anything that is “site development” cannot be landscape area, but Sec. 5.5.3.E.4 allows site development features such as bike racks, public art, and benches to count as plant units (and as landscape area as a default). Also, a strict use of the no “site development” rule would prohibit locating landscape area above an underground garage, which is something the Town has done already in the past to good effect (e.g., Marriott in 2014). So, if we want to encourage underground parking as a public benefit compared to surface parking, then staff finds the reference to “site development” in the definition of landscape area must be deleted. Similarly, the reference to “landscape area” in the site development definition must be deleted for the same reason. Another proposed change is to allow greater flexibility and clarity to partially substitute certain amenity features, such as bike racks, planters, and vegetated roof areas, for landscape area. This change will result in more creative and appropriate site designs while still providing necessary greenspace. The Planning Commission and staff recommend providing a 10% allowance in residential zones and a 20% allowance in higher density zones for these alternative features. This balances a high level of traditional greenspace with a much smaller amount of public amenities and creative landscape design features, such as green roofs.	5.5.4.A. Vegetation Landscape Area Required. All landscaped areas <u>shall meet the definition of landscape surface area provided in Section 9.5 and the requirements below: proposed for vegetation shall be planted with lawn, pasture, or native groundcover unless such vegetation is already fully established.</u> 1. Once landscaped, landscape areas shall be maintained to support plant life. 2. <u>In lower density residential zones (NL-1 to NL-5, NM-1) up to 10% of landscape surface area may include planters and vegetated roofs;</u> 3. <u>In higher density residential zones (NM-2 and NH-1) up to 20% of required landscape area may include public amenities, (e.g., bike racks, public art, benches) planters, and vegetated roof areas, except that 100% of planters and vegetated areas over underground parking shall be considered landscape area.</u> Landscape Surface Area. Landscape surface area is the area of a site that is covered by natural vegetation, trees, or landscaped areas such as turf grass, planted trees and shrubs, mulch, or xeriscape, <u>but may include some structural elements, such as raised planters and other amenities, provided it complies with the intent of the zone district and the standards in Section 5.5.4.A. Any area of a site meeting the definition of site development is not landscape surface area.</u> Site Development. Site development is the area of the site that is physically developed; it is generally the inverse of landscape surface area. Site development <u>generally</u> includes the area of the site that is covered by buildings, structures, impervious surfaces, porches, decks, terraces, patios, driveways, walkways, parking areas, and regularly disturbed areas such as corrals, outdoor storage, and stockpiles. Site development does not include cultivation of the soil for agricultural use.

#	Section	Description of Change	Proposed Text
27	5.5.5.C	Landscaping bond: This change clarifies an existing practice. While bonding for landscaping is allowed, it should only be done in non-planting month. If the landscaping can be installed it should be. While the Town provides a plant unit cost, the landscaping bond must also cover irrigation and installation costs.	Required Time for Completion. All landscaping shall be in place prior to occupancy. The Planning Director may allow occupancy <u>in non-planting months</u> without required landscaping in place if the landscaping will be in place within one year. In such cases the Planning Director may require submittal of a bond or other financial surety pursuant to Sec. 8.2.11. for installation of the landscaping. <u>The landscape bond amount shall cover the cost of plant material, irrigation, and installation.</u>
28	5.7.2.B.4	Retaining walls: This change clarifies an existing practice. Bring the LDRs into conformance with the adopted building codes.	Retaining Walls and Facings. All retaining walls or facings with a total vertical projection in excess of 4 feet shall be designed as structural members keyed into stable foundations capable of sustaining the design loads, and <u>Retaining Walls for residential projects shall comply with the International Residential Code as adopted. Retaining walls for commercial projects shall comply with the International Building Code as adopted. Retaining walls</u> shall be designed by a professional engineer registered in the State of Wyoming.
29	5.7.2.B.11	Site grading: This change clarifies an existing practice. Incorporating the adopted building codes to the standards by adding a new subsection.	<u>11. Building Codes. Site grading shall comply with the International Residential and Building Codes as adopted.</u>
30	5.7.4.B.1	Stormwater design capacity: This change clarifies an existing engineering practice and adds new requirement consistent with the 2001 Surface Water Master Plan that recommends that the 10-year storm event be stored on-site.	Storage Capacity. All stormwater storage facilities shall be designed with sufficient capacity to maintain a post-development runoff rate that is equal to or lower than the pre-development runoff rate. <u>The release control structure shall be designed to control the 25, 50, and 100-year storm events.</u> The stormwater storage facilities shall be designed <u>to retain the 10-year storm event on site. Greater than 10-year storm event flows may be allowed to be released off-site to an approved downstream public facility. If no such public facility exists or is inadequate, then storage facilities shall be designed to retain the 100-year storm event on site for the range of storms from the 1 year through 100-year storm events.</u> Residential development shall comply with the International Residential Code as adopted.

#	Section	Description of Change	Proposed Text
31	5.7.4.B.	Stormwater design regulation: This change clarifies an existing engineering practice. Updates to provide for coverage of current underground injections practices and acknowledging state compliance.	a. Method of Calculation. The “rational method” shall be used to calculate peak flow rates. The “modified-rational method” shall be used to calculate volumetric requirements for drainage areas of 10 acres or less. The “Soil Conservation Service method” shall be used to calculate volumetric requirements when the drainage area is more than 10 acres. <u>Single lot residential development is exempt from these calculations and drainage shall comply with International Residential Code.</u> Intensity, duration, frequency data included in the table below shall be used. Calculations for sites known to have greater precipitation shall increase these figures by an appropriate amount. Data 20% greater shall be used for the Teton Village area. f. Cleaning of Basins <u>and Underground Facilities.</u> Basins <u>and underground facilities</u> shall be designed to allow periodic cleaning and removal of sediments. Sediment traps shall be designed to permit periodic cleaning and maintenance. h. Pollution Abatement. Where a physical development, use, development option, or subdivision will cause the introduction of new pollutants into the runoff water, adequate provision shall be made for the storage, treatment, and removal of such pollutants. <u>Any private connection to the Town’s stormwater utility requires pretreatment approved by the Town Engineer.</u> i. <u>Underground Injection. Underground injection shall comply with Wyoming State Rules and Regulations. All systems must be equipped with serviceable “maintenance” chambers, inspection ports, and overflow facilities. Maintenance rows shall be accessible and designed to minimize the migration of sediment and debris into the greater infiltration system. Access to facilities shall be accessible by appropriate service equipment and vehicles. Accesses shall not be concealed.</u>

#	Section	Description of Change	Proposed Text
32	6.1.4.A.2 9..K	Residential unit definition: This change clarifies an existing problem by providing more transparency and guidance for determining the existence of a residential unit. There are a number of standards such as density limitations and maximum ARU size that lead applicants to disguise units as “bonus areas” or “off-suites”. This is often done to avoid paying housing mitigation requirements and/or providing on-site parking. Once the building is occupied, however, the applicant can easily convert these spaces into the units that are not permitted. The proposed change borrows an approach from Santa Barbara to this same issue. This gives the Planning Director additional guidance and factors to consider when trying to determine whether a proposed space is, in fact, a separate residential unit. This change also clarifies the definition for what constitutes a “kitchen” and a “wet bar” because these two concepts cause considerable confusion and trouble for planners reviewing building permits. The change would also switch the order of two existing standards.	6.1.4.A.2. Standards <u>b. Occupancy of a camping unit is not a residential use. A camping unit may only be occupied as permitted by 6.1.12. D.</u> <u>c. A residential unit shall have a maximum of one kitchen.</u> <u>d. The Planning Director shall have the authority to determine whether a building or portion of a building is configured for use as a separate residential unit based on the proximal arrangement of element including, but not limited to, the following:</u> <u>i. Kitchen sink, utility sink, lavatory, or bar sink;</u> <u>ii. Cooking appliances, whether built-in or not;</u> <u>iii. Refrigeration facilities;</u> <u>iv. Toilet;</u> <u>v. Bathing facilities</u> <u>vi. Lack of interior access, including locking interior doors;</u> <u>vii. Exterior entrance;</u> <u>viii. Exterior staircase;</u> <u>ix. Spiral staircase;</u> <u>x. Separate yard, patio, deck or balcony;</u> <u>xi. Separate utilities, separate meters;</u> <u>xii. Multiple water heaters;</u> <u>xiii. Multiple laundry areas;</u> <u>xiv. Separate garage, carport, or parking area (covered or uncovered);</u> <u>xv. Countertops or cupboards;</u> <u>xvi. Sleeping loft;</u> <u>xvii. Separate address/mail box designation; or</u> <u>xviii. Separate or connected storage space.</u> 9.5.K. Kitchen. A kitchen is a room or portion of a room devoted to the preparation or cooking of food for a person or a family living independently of any other family, which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hookup. <u>No stove meeting this definition is allowed in a residential unit in any location other than a kitchen.</u> A wet bar, consisting of no more than a <u>4.5 cubic foot refrigerator/freezer and a sink no larger than 18” x 12” x 7” (no garbage disposal), and microwave, or similar facility</u> that is a homeowner convenience and is not intended to <u>serve function as the cooking facility for</u> a separate dwelling unit shall not be considered a kitchen facility.

#	Section	Description of Change	Proposed Text		
33	6.1.6.C.2 6.1.6.E.2.b	Outdoor seating: This change clarifies an existing practice. With the rise of outdoor seating has come questions about LDR applicability. This cleanup would clarify how outdoor seating is handled relative to use standard. The proposed language would be added to the retail and restaurant/bar use definitions.	<u>6.1.6.C.2. Standards.</u> <u>a. Outdoor seating that is used for less than 6 months of the year does not trigger any parking, housing, or other use requirements. However, it may trigger other requirements in the municipal code such as sewer fees.</u> <u>6.1.6.E.2.b. Outdoor seating that is used for less than 6 months of the year does not trigger any parking, housing, or other use requirements. However, it may trigger other requirements in the municipal code such as sewer fees.</u>		
34	6.1.11.E.3.c	Home Business employees: This change clarifies an existing practice by clarifying the definition of “total” employees in limiting the number of employees at a home business.	A home business shall not have more than 3 total employees, <u>excluding the owner/operator.</u>		
35	6.1.11.E.3.e	Typo: The text omitted the word “of”.	No more than 25% of the maximum habitable floor area of the primary dwelling unit shall be occupied by the home business; however, part or all of the nonhabitable floor area in permitted accessory structures may be used for the business.		
36	6.2.2.A 9.4.17	Parking, requirements in zones: This change reorganizes but does not change parking standards. The zone-specific parking standards trump the general parking standards in 6.2.2.A. The zone-specific parking standards also vary based on the presence of on-street parking and the density of commercial use. At this point the general table is often confusing LDR users and can be deleted. With the general table deleted and all calculations being zone specific the rules for how to calculate a parking requirement should be moved to a new Section in Div. 9.4. Rules of Measurement.	6.2.2.A. Required Parking. The table below establishes The minimum required parking spaces that shall be provided for each use in these LDRs; unless otherwise is specified in Subsection C.2 of <u>a specific section for the zone in which the use is to be located.</u> Where a minimum requirement is not listed in the table it shall be determined by the Planning Director upon finding the proposed use has need for parking. Calculations that reference floor area shall be based on the gross floor area. Calculations that reference employees shall be based on the maximum number of employees normally on duty at any one time. <table border="1"><tr><td>Required Parking</td></tr><tr><td>{table}</td></tr></table> <u>9.4.17. Parking Minimums</u> <u>A. Parking calculations that reference floor area shall be based on the gross floor area.</u> <u>B. Parking calculations that reference employees shall be based on the maximum number of employees normally on duty at any one time.</u>	Required Parking	{table}
Required Parking					
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#	Section	Description of Change	Proposed Text								
37	6.2.2.A.1	Parking flexibility: This change clarifies an existing practice which is to add flexibility to an existing regulation in the LDRs. Parking needs can be lessened by either lesser demand or alternative transportation infrastructure, both do not need to be present. This revision would be in-line with Chapter 7 of the Comprehensive Plan, on Multimodal Transportation. This change was made in the County with the support of the Regional Transportation Administrator and Pathways department.	The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.1. based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and <u>or</u> alternative transportation services available.								
38	2.2.9.C.2 & E 2.2.10. C.2 & E 2.2.11. C.2 & E 2.2.12. C.2 & E 2.2.13. C.2 & E 2.2.14. C.2 & E 2.2.15. C.2 & E	Guest parking: This change adds a new parking standard and comes from conversations with the Planning Commission. Prior to 2015, the LDRs required guest parking for multi-family projects but this was eliminated, in part, to incentivize workforce housing. The Planning Commission has recently expressed some concern that recent large housing projects may lack adequate guest parking, impacting surrounding properties. This proposed change intends to address this issue. The proposal is to add a requirement in the NH-1, OR, CR and DC zones that would require guest parking or an alternative shared parking or parking management plan. The subsection will vary by zone. Note that the NH-1 parking standard for residential units is currently worded slightly differently than other zones and should be made consistent as part of this cleanup.	<table><tr><th colspan="2">NH-1, OR, CR, and DC Zones</th></tr><tr><th>Use</th><th>Parking (min) (Div. 6.2)</th></tr><tr><td>Detached Single-Family Unit</td><td rowspan="3">1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU <u>(E.#)</u></td></tr><tr><td>Attached Single-Family Unit</td></tr><tr><td>Apartment</td></tr></table> <u>E.#. Guest Parking. For projects with 15 units or more, guest parking shall be provided at a rate of 1 space per 15 units. The Planning Director may establish a lesser standard pursuant to the procedure of Sec. 8.8.1. based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand, available alternative transportation services, or nearby on-street, public, or semi-public parking.</u>	NH-1, OR, CR, and DC Zones		Use	Parking (min) (Div. 6.2)	Detached Single-Family Unit	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU <u>(E.#)</u>	Attached Single-Family Unit	Apartment
NH-1, OR, CR, and DC Zones											
Use	Parking (min) (Div. 6.2)										
Detached Single-Family Unit	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU <u>(E.#)</u>										
Attached Single-Family Unit											
Apartment											

#	Section	Description of Change	Proposed Text		
39	2.2.10.C.2	Parking, dormitory/group home: This change clarifies an existing mistake. When the parking standard for dormitories and group homes in the OR, CR, and DC zones was halved to account for walkability, the standards were also accidentally swapped so that the dormitory standard was actually quartered and the group home standard was not reduced. This clean up would restore the intended halving of the residential zone standard.	Use		
	2.2.11.C.2		Parking (min) (Div. 6.2)		
	2.2.12.C.2		Dormitory		
	2.2.13.C.2		Group Home		
	2.2.14.C.2				
40	2.2.14.C.2	Parking, developed recreation in DC zones: This change clarifies an existing mistake. All nonresidential uses in the DC zones have 33% less parking than is required in the CR zones, except developed recreation. The reduction is in recognition that the density of commercial use in the DC zone allows for multiple sites to be visited from a single parking space.	Use		
	2.2.15.C.2		Parking (min) (Div. 6.2)		
41	6.2.2.B.1.b	Shared parking, lodging: This change clarifies an existing mistake. Lodging uses should not be allowed to share parking spaces with residential uses because the timing of the uses is not complimentary. Nonresidential uses that have peak parking demand during the day are compatible with residential uses that have peak parking demand at night. Lodging also has peak parking demand at night and therefore should be and has been excluded from the shared parking allowance.	Developed Recreation		
			Percentage of Nonresidential Spaces that May Be Shared		
			Nonresidential Use	Affordable Workforce Housing or ARU	Other Residential Use
			Retail	100%	25%
			Office	100%	75%
			Restaurant/Bar	100%	20%
			Service	100%	25%
			All Industrial Uses	100%	75%
			Other <u>nonlodging</u> nonresidential uses	100%	20%

#	Section	Description of Change	Proposed Text
42	6.2.2.C.2	ADA Parking: This change modifies ADA parking standards based on concerns from recent developments. The concern, mostly relevant to residential projects, is that the current practice of counting ADA spaces as required parking can mean that certain residential units may only have an ADA space dedicated to that unit, resulting in a parking space they may not be able to use if they do not qualify for ADA parking. The proposed change is to not count ADA parking spaces toward the provision of required parking for residential uses but to count it for commercial uses. This proposed change would not conflict with building code requirements for ADA parking.	Counts Toward <u>Applicability to</u> Required Parking. Those parking spaces required for the disabled by this Subsection shall count toward fulfilling the total parking requirement of this Division. a. <u>Nonresidential. For parking lots serving nonresidential uses, including lodging, the disability parking spaces required by this Subsection shall count toward fulfilling the total parking requirement for the site.</u> b. <u>Residential. For parking lots serving residential uses, the disability parking spaces required by this Subsection shall be in addition to total parking requirement for the site.</u>
43	6.2.5.A	Paving required except off alleys: This change clarifies and modifies an existing standard. Current rules allow driveways for single family homes to be gravel, however, gravel next to a public sidewalk and/or public street is can create maintenance problems (not to mention increase sedimentation into waterways). Thus, proposal is to require all new driveways in Town to be paved (non-gravel surface) unless parking is accessed off of an alley that is not paved.	1. Paving Required. Outdoor, off-street parking and loading areas, aisles and access drives shall be paved, except parking areas, aisles and access drives for off of gravel alleys detached single-family units which may be gravel. <u>Parking on landscape area is prohibited.</u> 2. Paving Standards. Paved parking and loading areas, aisles and access drives shall be paved with concrete, grasscrete, paving blocks, asphalt, or another <u>non-gravel</u> all weather surface.
44	6.2.5.B.3	Backing out of residential lots: This change clarifies and existing standard. The allowance of ARUs in residential zones was not intended to trigger parking lot drive aisle requirements. Therefore, the threshold for a parking aisle should be increased to 5 vehicles.	Backing onto Roads and Public Streets Prohibited. Except for parking facilities serving detached single-family residential lots and parking facilities accommodating <u>five-4</u> vehicles or less, all off-street parking spaces shall open directly onto a parking aisle and be designed so that it will not be necessary for vehicles to back out into any road or public street.

#	Section	Description of Change	Proposed Text												
45	2.2.2.B.2	Parking in driveways: This change clarifies/modifies existing residential parking standard. In residential zones, the LDRs do not allow driveways in front setbacks to count as required parking (i.e., the area in front of the garage usually). Instead, parking must be located within the building envelope. This confuses most landowners and significantly reduces logical areas for parking and can prevent ARUs on existing and new sites, which is contrary to our workforce housing goals To clarify the confusion and give that driveways are already used for parking cars, the proposed change simply allows the first 20' of driveway on primary streets, and the first 10' for secondary streets, to count as required parking. Section 6.2.3.C already ensures that parking shall not encroach into the ROW, so that is not a concern with this amendment.	NL, NM, and NH-1 zones												
	2.2.3.B.2														
	2.2.4.B.2														
	2.2.5.B.2														
	2.2.6.B.2														
	2.2.7.B.2														
	2.2.8.B.2														
	2.2.9.B.2														
46	6.2.5.C.2.a	Snow Storage: This change addresses a current deficiency in LDRs. The current snow storage standard of 2.5% does not provide adequate areas for snow storage. Staff research indicates peer communities require 10%-50% (see below). The proposed cleanup is a step toward what other communities are doing, if more space remains needed, the standard can be updated again.	Driveway width in primary/secondary street setback (<u>min</u>-max) 10'-20' Parking Setbacks <table><tr><td>Primary street* (min)</td><td>0' 20'</td><td>C</td></tr><tr><td>Secondary street* (min)</td><td>0' 15'</td><td>D</td></tr><tr><td>Side interior (min)</td><td>5'</td><td>E</td></tr><tr><td>Rear (min)</td><td>5'</td><td>F</td></tr></table> * Excludes 20' max driveway allowed in primary/secondary street setback	Primary street* (min)	0' 20'	C	Secondary street* (min)	0' 15'	D	Side interior (min)	5'	E	Rear (min)	5'	F
			Primary street* (min)	0' 20'	C										
			Secondary street* (min)	0' 15'	D										
			Side interior (min)	5'	E										
			Rear (min)	5'	F										

#	Section	Description of Change	Proposed Text
47	6.2.5.D.1.b.iii	Parking off Alley: This change clarifies an existing practice. Parking spaces accessed from an alley should provide an extra 2 feet for snow plowing and other alley movement. The section currently assumes all parking off of an alley would be perpendicular. The proposed cleanup clarifies that the 2-foot buffer is also needed for a parallel parking space (i.e. 9' typical width plus 2' buffer).	Ally Access. Any parking space accessed <u>perpendicularly</u> , directly from any alley shall have a minimum length of 22 feet. <u>Any parking space accessed parallel to an alley shall have a minimum width of 11 feet.</u>
49	6.3.3.A.1	Residential housing equation: This change clarifies an existing practice. The spreadsheet syntax for the residential mitigation calculation should be clarified.	1. Schedule and Calculator Available. A schedule of the requirement for employee generating development of various sizes and a calculator to use in determining the requirement are both available in the Administrative Manual. The residential requirement is a logarithmic equation because there is an exponential relationship between the size of a unit and the number of operations and maintenance employees generated. <u>In the residential requirement equations, "Exp(x)" describes an exponential function, or e to the power of x. Inversely, "ln(x)" describes the natural logarithm of x.</u>
50	6.3.3.A.6	Applicable floor area for housing mitigation: This change clarifies an existing practice. This cleanup would clarify that detached structures also count toward the housing mitigation for a use.	6. Sf. In the calculations "sf" is equal to the habitable floor area (in square feet), including basement, of each residential, lodging, or nonresidential unit, <u>including incidental structures.</u>
51	6.3.5.D.5.d	Housing in-lieu fees: This change clarifies and improves an existing standard. This cleanup was adopted by the County to assist the Planning and Building Department administratively, to ensure that the in-lieu fees are required to be paid at a time when the county has leverage. Additionally, collecting the fee at issuance of the building or use permit will remove the lengthy delay for Housing Department receiving these fees, since Certificate of Occupancy is the final step.	d. Timing. The in-lieu fee shall be paid prior to the granting of the applicable certificate of occupancy <u>building permit</u> or use permit for the employee generating development, whichever occurs first.

#	Section	Description of Change	Proposed Text
52	6.4.1.C 6.1.1.F 6.1.12.G 2.2.2.C 2.2.3.C 2.2.4.C 2.2.5.C 2.2.6.C 2.2.7.C 2.2.8.C 2.2.9.C	Off-site construction staging in residential zones: This change clarifies and expands existing requirements. It is intended to work in concert with Council's efforts to improve the administration of construction management plans. Increasingly, vacant sites in residential zones are being used for construction staging. This is not surprising given the rate of development around Town. The existing rules in the LDRs are very general and permissive. The proposed text provides a specific process and standards and should provide greater transparency to neighbors. The proposed cleanup would require a Temporary Use Permit to use an off-site construction staging area in a residential zone.	See Appendix A.
53	6.4.1.B	Storage of historic structures: This change add flexibility for storage or historic structures, which is a practice we have already started. Part of preserving historic structures is finding temporary places to store them while a permanent site is located. The proposed change would allow storing them on residential site for up to 18 months.	B. Storage of Structures. The storing of structures of any kind is not permitted in any residential zone; <u>except that a historically significant structure designated by the Planning Director, in consultation with the Teton County Historic Preservation Board, may be stored for up to 18 months.</u>

#	Section	Description of Change	Proposed Text
54	6.4.2	Setback, trash enclosure: This change clarifies an existing practice. Required trash enclosures are not required to be setback from the alley and therefore impede snow plowing in the alley. The additional standard ensures the enclosures are setback from the alley. The proposed change would also separate the standards for an enclosure instead of having them organized in a single long paragraph.	A. Town-Trash and Recycling Enclosures Trash and recycling enclosures shall be provided for all nonresidential uses and multi-family developments of 4 or more units. <u>B. Standards</u> 1. Enclosures shall be of similar material and color to the building. 2. Enclosures shall be entirely enclosed with the side facing the street or alley to be a gate whenever feasible. 3. <u>All enclosures and dumpsters shall be set back a minimum of 2 feet from an alley and the door shall not swing into the alley.</u> 4. Enclosures shall provide adequate space for recycling as determined by the Planning Director. 5. Enclosures shall be consolidated wherever possible.
55	7.1	Development Option Plan: This change clarifies an existing deficiency. The only approval that requires a Development Option Plan is a new mobile home park. Existing mobile home parks are not subject to the standards of Section 7.1.4. New mobile home parks can only be build in the MHP. The MHP consists only of existing mobile home parks. Section 8.5.3 establishing a process for a Development Option Plan causes confusion because people do not know what it is for. To clarify the lack of applicability each section is proposed to be deleted of content and “reserved” to preserve the structure of the LDRs. Where staff has used the Development Option Plan in the past to review a site it will instead use the Zoning Compliance Verification process in Section 8.6.3.	Div. 7.1. Development Option Standards <u>[Division number reserved, standards only apply in County]</u> {delete all existing content} Sec. 8.5.3. Development Option Plan <u>[Section number reserved, standards only apply in County]</u> {delete all existing content}

#	Section	Description of Change	Proposed Text
56	7.2	Subdivision standards: This change clarifies an existing practice. Purpose is to clarify that improvements required by subdivisions are also required for new and re-developed properties that are not subdivided.	7.2. Subdivision Standards. This Division contains the development standards required for subdivision, <u>new developments, and re-developments</u>, such as requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided, <u>developed, and redeveloped</u> property and minimize impacts on existing community services and infrastructure. See Sec. 8.5.3. for the procedure to subdivide property. 7.2.2. Standards Applicable to all <u>Development Subdivision</u>. All <u>development-subdivision</u> shall comply with the following standards. A. <u>Subdivision</u> Improvements 1. Developer Responsibility. The construction of the following improvements shall be the responsibility of the developer and <u>in the case of a subdivision</u> shall be provided for in a Subdivision Improvements Agreement, which shall be approved with each plat. The Subdivision Improvements Agreement shall be provided in a manner which is consistent with adopted standards. No improvements shall be made until required plans, profiles, and specifications are submitted and approved for the following:
57	7.2.2.A.6	Electronic notice of inspection: This change clarifies an existing practice. Allow the Town Engineer to notify a developer electronically when inspecting subdivision improvements for public acceptance.	Subdivision Improvements. Acceptance. Upon receipt of a written request for acceptance from the subdivider, the Town Engineer will conduct a final inspection of the public improvements and will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance with the approved construction plans, profiles and specifications, as required by the LDRs. Upon satisfactory completion of all construction in accordance with the approved plans, profiles, and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the developer <u>in-writing</u> of the Town's approval of the public improvements and schedule the request for acceptance for review by the Town Council.

#	Section	Description of Change	Proposed Text
58	7.6.3.H	Pavement width and thickness: This change clarifies an existing practice. Purpose is to provide flexibility in design and compliance with the community streets plan, plus provide some additional clarity of existing standards and expectations.	See Appendix B.
60	7.6.4.M.4	Streets entering at opposite sides: This change clarifies an existing practice. The purpose is to clarify that alleys and parking lots are subject to the same rule.	Streets Entering at Opposite Sides. Streets, <u>alleys, and parking lots with more than 8 spaces</u> entering the opposite sides of a street shall either be directly across from each other or offset by at least 125 feet from centerline to centerline <u>to the degree practicable.</u>
61	7.6.4.M.6	Curb Corner Radii: This change clarifies an existing practice. Purpose is to provide for flexibility in design compatible with the community streets plan.	Curb Corner Radii. Curb corner radii at all intersections shall <u>be a minimum of 15 feet conform with Town adopted standards, or in the absence of a standard the current adopted Community Streets Plan, for the type of use and street cross-section,</u> and Curb ramps complying with the American Disabilities Act shall be provided at each corner. <u>At intersections with designated biking facilities protected intersections or other improvements may be required as determined by the Town Engineer.</u>
62	7.6.4.M.8	Pedestrian Crossings: This change clarifies an existing practice. Purpose is to provide priority to pedestrians on sidewalks crossing driveways, alleys, and side streets.	Pedestrian Crossings. Intersections shall provide for safe, visible, <u>ADA compliant,</u> and functional pedestrian crossings. <u>Sidewalks intersecting with driveways, alleys, and side streets shall remain elevated providing priority use to the pedestrian, unless otherwise approved by the Town Engineer.</u>
63	7.7.2.C	Reference, “current edition”: Clarify that the current edition of the Wyoming Public Works Standard Specifications is the applicable water system construction standard.	Construction to Meet State Standards. Water system construction shall be in conformance with the Wyoming Public Works Standard Specifications- <u>1993, as amended Current Edition.</u> Construction materials shall be approved by the Town Engineer.

#	Section	Description of Change	Proposed Text
64	7.8.2.A	Reference, Indicator Report: This change clarifies an existing practice. Section 7.8.2. regarding monitoring the pool of units available for the 2:1 bonus references tracking of allowed residential development as the first indicator in the annual Indicator Report. In the 2020 Comp Plan update the indicators were reordered and the numbering was removed. The proposed language aligns with the cleanup already done by the County.	The amount of residential development allowed in the Town and County is reported annually as <u>Indicator 1 of in</u> the Jackson/Teton County Comprehensive Plan Indicator Report. <u>Current and</u> past Indicator Reports can be found at www.jacksontetonplan.com .
65	8.2.2.F 8.3.1.F 8.3.2.F 8.3.3.F 8.3.4.F 8.3.5.G 8.3.6.E 8.4.1.E 8.4.2.E 8.4.3.E 8.4.4.E 8.5.3.F 8.5.5.F 8.5.6.E 8.6.2.E 8.6.3.F 8.7.2.D 8.7.3.D 8.7.4.G 8.8.2.F 8.8.3.F 8.8.4.G 8.8.5.G	Typo: The text mistakenly included the word “the”.	All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete the each step before moving to the step below.
66	8.2.11.A	Surety acceptance discretion: This change clarifies an existing practice. Sureties are intended to provide an applicant with a last resort option for completing requirements to receive a permit or application approval. In order to minimize the number of bonds staff tracks, this amendment would allow the Planning Director to determine when bonds are necessary.	A. Purpose. As a condition for issuing a permit or approval an applicant may be required to post a financial assurance that required construction or installation of improvements, performance of duties, or other financial duty is completed following the issuance. <u>The acceptance of a surety may be limited by the Planning Director or Town Engineer based on weather conditions or unique circumstances.</u>

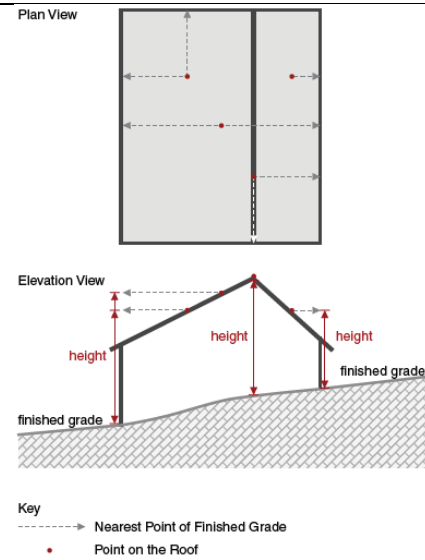
#	Section	Description of Change	Proposed Text
67	8.2.11.B 8.2.11.C	Sureties authority: This change clarifies an existing practice. Purpose is to clean up language around who and how sureties are accepted.	B. The financial assurance shall be at least 125% of the cost to complete the improvements, implement the plan, or complete other work approved as part of the permit or approval. The cost shall be identified in the form of an estimate approved by the Planning Director <u>and/or Town Engineer</u>. The Planning Director <u>and/or Town Engineer</u> may require that the estimate be prepared by a professional engineer, landscape architect, <u>contractor</u>, or other professional licensed or certified to practice in the State of Wyoming. The amount of the financial assurance required may be reviewed and adjusted from time to time by the Planning Director <u>and/or Town Engineer</u>. C. Acceptable Types of Financial Assurance. The applicant shall provide one of the following types of financial assurances in a form that is acceptable to the Planning Director <u>Town</u>. 1. Surety Bonds. A deposit with the Town Finance Director of a good and sufficient performance bond in a form made available by the Planning Director or otherwise determined acceptable by the Town Attorney. 2. Escrow Deposit of Cash or Certified Funds. A deposit with the Town Treasurer of cash or certified funds. 3. Irrevocable Letter of Credit. A deposit with the Town Treasurer of an irrevocable letter of credit in a form made available by the Planning Director <u>Town</u> or otherwise determined acceptable by the Town Attorney. 4. Other Types of Security. An applicant may provide other financial assurance by other methods or instruments as approved by the Town Attorney.
68	8.2.11.F	Surety expiration: This change clarifies an existing practice. Sureties should not be permitted to expire without approval of the Town of Jackson, otherwise they do not serve their purpose.	F. Duration. The financial assurance shall remain in effect until the Planning Director has determined the required action has been completed in accordance the financial assurance agreement or other terms of the assurance. If applicable, the financial assurance shall remain in effect through the warranty period. <u>A surety may have an expiration with automatic extension, but shall not have a final expiration and shall only be released by the Town.</u>

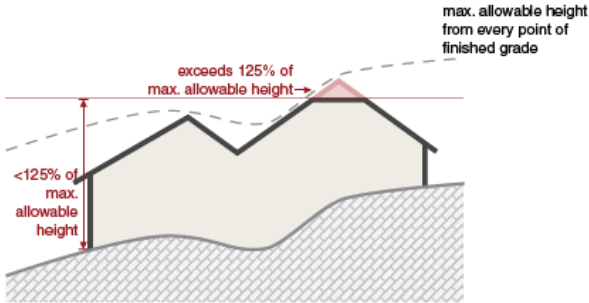
#	Section	Description of Change	Proposed Text
69	8.2.13.B.2	Minor Deviation: This change expands use of an existing provision. The existing minor deviation covers changes related only to unforeseen technical/engineering plans but staff finds that additional flexibility is necessary for minor changes to approvals that are requested by applicant simply to make a minor change or improvement to existing project (e.g., reorganize trees on landscaping plan, or build unit instead of paying housing fee). Such changes are becoming increasingly common and are a normal part of the development process but they usually do not warrant additional time-consuming public hearings in staff's opinion. No standards would be being relaxed through a minor deviation, just modified.	Minor Deviations. Authorized minor deviations from an approved physical development permit, use permit, or development option plan are changes that appear necessary in light of technical or engineering considerations <u>not previously known or for minor technical changes that do not warrant public review by the original approving entity, such as a landscape plan, provided LDR requirements are still met.</u> first discovered during development or use that were not reasonably anticipated during the initial approval process. A minor deviation may be approved by the Planning Director pursuant to the process for a Zoning Compliance Verification Sec. 8.6.2. upon finding that it:
70	8.3.4.F.1	Building Permit Pre-ap: This change clarifies an existing practice. Clarify that the plan level grading permit requirement for a pre-application conference trumps the building permit allowance for an optional pre-ap.	A pre-application conference is optional <u>except when plan level grading permit information is consolidated with the building permit.</u> See Sec. 8.2.1. for procedural standards.

#	Section	Description of Change	Proposed Text
71	8.5.4.D	Plat Content: This change clarifies an existing practice. The purpose of this cleanup is to clarify the standard language that we require on plats.	5. <u>A plat shall include:</u> a. <u>Notes stating that the water, sewer, and/or stormwater system are privately owned.</u> b. <u>For any lots served by Town of Jackson water and/or sewer services include the following statement in the Certificate of Owner: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson</u> c. <u>For any lots created with direct access to Town of Jackson utilities that are not installed include a statement in the notes to the effect that: AT TIME OF PLAT WATER AND SEWER SERVICES TO LOT XX ARE NOT INSTALLED</u> d. <u>For any lot served by a road or drive Include the following statement in the Certificate of Owner: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles.</u> e. <u>On all plats Include the following statement in the Certificate of Owner: that this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon</u>
72	8.5.4.F.1	Condominium plat: This change clarifies an existing practice. In a subdivision of vacant land, the considerations of the subdivision need to be addressed prior to the formal platting process to divide the land. In the case of condominium subdivision of existing development there are no such considerations because a building permit has already been approved so a development plan is superfluous.	1. Development Plan. A plat application may only be submitted following approval of a development plan for the proposed subdivision <u>except in the case of condominium or townhouse subdivision of existing physical development where a building permit may serve as the required prior permit.</u>

#	Section	Description of Change	Proposed Text
74	8.9.2.	Existing violations: This is a new provision to match recent change in County LDRs. When a property has an unresolved or unmitigated violation, the Planning Director needs the ability to refuse to accept additional applications until the violation is remedied. In some cases a new application is the path to a remedy, in other cases the Planning Director's only leverage to achieve remedy is to not allow other development, use, or subdivision until the violation is addressed. The County has already adopted the proposed language. This would not apply to legal nonconformities, only unpermitted violations.	<u>G. At the discretion of the Planning Director, no new permits may be issued for a parcel until any existing violations associated with said parcel are remedied. The sole exception to this rule will be permits issued pursuant to 8.9.2.D.1 for the purposes of remedying the violation.</u>
75	8.10.5.C.1	DRC/PC/BOA Residency: This change modifies an existing requirement. Due to the recent loss of members on the PC and DRC to members moving out of Teton County, and then subsequent difficulty in refilling those vacancies, staff is asking the Council to consider expanding the residency requirements for these volunteer boards. The purpose of this change is to allow members on the DRC and Planning Commission/Board of Adjustment to live outside of Teton County, WY. The Planning Commission recommendation is to keep residency requirements the same but allow members to serve out their full term if they move to a neighboring Wyoming county (see redline), but then not be allowed to serve again unless they move back to Jackson. Staff agrees with the recommendation.	8.10.5.C.1 [DRC] Membership Qualifications. Members of the DRC shall be residents of the Town of Jackson or Teton County <u>upon appointment. An appointed member may complete their term while residing in Lincoln or Sublette Counties, Wyoming.</u> No member of the Town Council, Planning and Zoning Commission, Board of Adjustment, or Town Employees shall serve as a member. Although no certification is required for appointment, members shall be experienced or educated in architecture, landscape architecture, planning, and other design related fields. A diversity of members is encouraged from all professions and from a variety of design firms. 8.10.6.C.1 [Planning and Zoning Commission] Membership Qualifications. Members of the Planning and Zoning Commission shall be residents of and qualified electors of the Town for a minimum of 1 year prior to, <u>and at the time of,</u> appointment and shall be residents of for the entire duration of their term. <u>An appointed member may complete their term while residing in Teton, Lincoln, or Sublette Counties, Wyoming.</u> No member of the Town Council or Town employee shall serve on the Planning and Zoning Commission. Although no specific experience requirements shall be necessary as a prerequisite to appointment, special consideration shall be given to applicants who have experience or education in planning, law, architecture, natural resource management, real estate, and related fields.

#	Section	Description of Change	Proposed Text
76	9.4.8	Setbacks extend below grade: This change clarifies an existing practice. Requests for basements that do not meet setbacks are becoming more common. Allowing such development invites requests for later above grade additions that do not meet setbacks and potential issues with the surface and use of surface above the basement. Staff has interpreted setbacks as extending below grade and proposes to clarify that interpretation.	A setback is a measure of the shortest horizontal distance between a physical development or use and the feature from which it is being set back. <u>A setback extends vertically above and below ground.</u>
77	9.4.8.A	Setback parallel curves: This change clarifies an existing practice. Clarify that a setback parallels a feature even when that feature is curved.	A required setback shall be applied parallel to the length of the feature from which the setback is required <u>following any curves and angles in that feature.</u>
78	9.4.8.J.1	Residential architectural projections: This change clarifies existing practices. The LDR section allowing projections into residential setbacks needs a series for clarification. The first is to clarify that the projections should be functional and not purely decorative. The second section is to clarify that the 6' encroachment in the front setback and 4' encroachment in the side setback only applies to structures that meet the primary structure setback and does not apply with a structure that is already taking advantage of a reduced accessory structure setback. The third is to define a bay window for the purposes of this section. Finally, this cleanup would allow for extensions into the side and rear yard that are above grade but less than 4 feet in height.	a. Front Setback. Cornices, canopies, eaves, decks (covered and uncovered), porches, balconies, bay windows, chimneys and similar architectural features <u>that are not decorative</u> may encroach into a front yard by not more than 6 feet. b. Side and Rear Setback. Cornices, canopies, eaves, decks (covered and uncovered), porches, balconies, bay windows, chimneys, <u>exterior stairs, attached utilities (e.g. air conditioner),</u> and similar architectural features <u>that are not decorative</u> may encroach into a side/rear yard by not more than 4 feet. Patios, <u>planters, retaining walls, and similar features under four feet in height which are at grade</u> may extend to any portion of a side or rear yard but not closer than 1 foot from a property line. The allowances in this subsection b. apply only to <u>structures that meet the primary structure setback</u> and do not apply to <u>structures ARUs or utilizing the accessory structure setback.</u> c. <u>For the purpose of this exemption a bay window shall be a minimum of 20" above the floor, a minimum of 12" below the ceiling, and cannot be wider than 10 feet.</u>

#	Section	Description of Change	Proposed Text
79	9.4.8.K	Public art setback exemption: This change clarifies an existing practice. The LDRs fail to fully address the needs of public art, including flexibility on setbacks. Many public art pieces and small placemaking items meet the definition of a structure – over 4 feet in height – but are intended to be located in front setbacks on private property where they can be seen by the public but do not interfere with the public way. This cleanup would allow the Planning Director to approve such items in the setback.	<u>Public Art Exemption. Public art and small placemaking items such as book exchanges may be exempted from setbacks by the Planning Director. In determining whether items are public art the Planning Director may consider factors such as approval by the Public Art Taskforce</u>
80	9.4.9.A	Height definition graphic: This change clarifies an existing practice and matches recent change in County LDRs. Several cleanups are needed to the height definition. In subsection A the graphic needs to be updated to the picture at right. The County cleaned up this graphic in a past cleanup of theirs and it better shows how height is measured.	 The diagram consists of two parts: a Plan View and an Elevation View. The Plan View shows a rectangular structure with a central vertical line and two horizontal lines, each with a red dot at its center. The Elevation View shows a cross-section of the structure with a gabled roof. Red arrows indicate the height from the finished grade to the roofline at three points: the left side, the peak, and the right side. The finished grade is shown as a sloped line at the base of the structure. A key at the bottom indicates that a dashed line with an arrow points to the 'Nearest Point of Finished Grade' and a red dot indicates a 'Point on the Roof'.

#	Section	Description of Change	Proposed Text
81	9.4.9.B	Height on a sloped site: This change clarifies an existing problem and matches recent changes in County LDRs. The proposal is increase the additional height increase from 10% to 25% for structures that “step up” a steep hillside. The current 10% allowance provides only 3 additional feet on a 30’ tall structure and is essentially useless. The 25% allowance will provide design flexibility that can actually be used to good effect. The County has made the same change. The proposal also clarifies that this flexibility (and limit) applies only to the steeper hillside areas around Town and not to the flatter commercial and residential areas in Town, something that is not clear under the current LDRs. Thus, the proposed change is to remove the step limit in all zones except the NL-1, NL-2, NL-3, and Rural, where steep slopes occur. This will remove confusion in flatter zones in core Town areas. The County’s example has been added for further clarity and consistency.	Overall Height of a Stepped <u>Maximum Stepping of a Structure.</u> In addition, on a sloped site <u>On a site in the NL-1, NL-2, NL-3, or Rural zones</u> where the height of the structure is stepped up the <u>with the</u> slope <u>in compliance with Sec. 9.4.9.A</u>, the vertical dimension measured from the overall highest point of the building or structure to the overall lowest point of finished grade adjacent to the structure shall not exceed 110% <u>125%</u> of the maximum allowable height. <u>EXAMPLE: The diagram below shows a stepped structure that is compliant with maximum allowable height, as measured from any point on the roof, but is in violation of the overall height limit for a stepped structure (125% of the maximum allowable height, as measured from the highest point of the building to the lowest point of finished grade). Both measurements of height apply.</u> 
82	9.4.9.C.1	Height exceptions – Rooftop elevators/stairwell: This change clarifies an oversight. This change is to clarify that the stairwell exception was intended to apply only to commercial zones, not to residential zones where the additional visual and character impact would be too great.	1. Structures used exclusively for elevator or stairway access to a roof <u>in a commercial zone</u>, provided they do not exceed the maximum height by more than 10 feet, do not occupy more than 20% of the roof area, and are not visible from ground level view from a contiguous street.
83	9.4.9.C.2	Typo: The text mistakenly omitted the word “as”.	Chimneys, vents, and roof-top mechanical equipment such <u>as</u> HVAC systems, provided that the maximum height is not exceeded by more than 4 feet;

#	Section	Description of Change	Proposed Text
84	9.4.9.C.5	Height exceptions – rooftop decks: This change adds new standards to address a common problem. Because the railings for rooftop decks count against height limits, they are often not allowed when there are options to mitigate the massing issues to protect neighbors while providing reasonable landowner flexibility. The proposal is allow railing to exceed the height limit (as we do for mechanical equipment, chimneys, etc.) provided the railing is at least 75% transparent and set back 4’ from the edge of the roof. Additional standards are proposed to address rooftop furniture and ensure long-term maintenance of transparency.	C. Exceptions. No part of any building or structure may exceed the maximum allowable height except for the following: <u>5. Rooftop deck furniture and railings provided that:</u> <u>a. The railing is set back four feet from the edge of the building, except for the railing associated with an access stairwell;</u> <u>b. The railing does not exceed the maximum height by more than four feet;</u> <u>c. The railing is 75% transparent and this transparency level is maintained at all times (e.g., not reduced by movable planters, furniture, or other similar items); and</u> <u>d. The rooftop furniture is movable and not fixed to the structure (e.g., an umbrella, table, or chair is allowed, an event tent is not).</u>
85	9.5.A	Accessory structure separation: This change clarifies an existing practice. Residential zones have different setbacks for accessory structures. These setbacks create flexibility, but also incentives for creative interpretations to take advantage of the flexibility. This definition clarification will ensure accessory structures taking advantage of lesser setbacks remain detached.	Accessory Structure. An accessory structure is a separate structure that is secondary and subordinate to another structure on the same property. <u>An accessory structure shall be separated by at least 10 feet from another structure and shall not be connected by an enclosed walkway.</u>
86	9.5.H	Habitable floor area definition: This change clarifies an existing practice. Outdoor space that has been enclosed and conditioned to the point that it can be used year-round should be counted as habitable floor area in LDR calculations.	Habitable Floor Area. Habitable floor area is the floor area that can be used for living purposes, usually having access to heat, plumbing, and electricity. <u>A space that is fully enclosed, conditioned, and can be used for more than 6 months in a year is habitable.</u> Habitable floor area includes studios, exercise rooms, offices, and similar spaces. It also includes foyers, hallways, restrooms, storage, and other common areas within a building. Habitable floor area does not include barns, garages, or unfinished attic space.

Appendix A, #53

6.4.1.C. Vehicle and Equipment Storage - Vacant Property

1. General. The storage of any vehicle on vacant property in a residential zone for more than 3 consecutive days is prohibited. This includes boats, rafts, trailers, snowmobiles, campers, RVs and similar vehicles, and equipment. For the purposes of this provision, lots which are normally kept and maintained as yard area for an adjacent residence shall not be considered vacant property, provided the vehicles, equipment, and materials stored thereon are owned, supervised, and controlled by an occupant of the adjacent residence. [Note: this is existing text but relocated for organizational purposes]

2. Construction Staging Site. A residential property may be used as a temporary construction staging site provided it obtains a use permit per Section 6.1.12.G (Temporary Uses). ~~This also includes heavy equipment, construction equipment, and construction materials. Nothing herein shall be construed to prohibit the storage of vehicles and equipment for temporary construction, provided the storage area is fenced, well marked, and posted. For purposes of this provision, lots which are normally kept and maintained as yard area for an adjacent residence shall not be considered vacant property, provided the vehicles, equipment, and materials stored thereon are owned, supervised, and controlled by an occupant of the adjacent residence.~~

6.1.12.G: Temporary Construction Staging

1. Definition: Temporary construction staging means the use of a residentially zoned property for the temporary storage of construction vehicles, construction materials, or snow associated with an off-site project under construction.

2. Standards. A temporary construction staging site shall meet all of the following requirements:

- a. The property shall be used only to store equipment and materials associated with an off-site project that has an active physical development permit (e.g., building permit, grading permit, etc.);
- b. The Basic Use Permit (BUP) for the construction staging site shall expire when the associated off-site physical development permit is completed;
- c. A BUP for a temporary construction staging site shall not be approved on the same property within three years of expiration of any previous BUP;
- d. All construction equipment and materials must be screened by an opaque fence 6' in height;
- e. The hours of operation shall be limited to 7am to 7pm for all days of the week;
- f. All neighbors within 200 feet shall be noticed per Section 8.2.14.C.2;
- g. The BUP property shall be located within .5 miles of the associated off-site project;
- h. All activities allowed by the BUP are subject to the noise limitations and exceptions in Municipal Code 9.44.010 (Excessive Noise); and
- i. A grading permit on the applicant's site may be required per Division 5.7 concurrent with the BUP depending on the extent of land disturbance.

6.1.1.F. Use Schedule

Use Schedule: Town Character Zones									
	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	Def/Std
Temporary Uses									
<u>Construction Staging</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>6.1.12.G</u>

NL, NM, and NH-1 zones

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2)	Affordable Workforce Housing Units (min) (Div. 6.3)

<u>Construction Staging (6.1.12.G)</u>	<u>B</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
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Appendix B, #59

7.6.3.H. Pavement Widths and Thickness

1. Widths. Street widths shall be designed in accordance with the Town Standards, Community Streets Plan, and Teton County Fire Resolution considering use and site constraints. Where other standards do not apply reference table below-in accordance with the table below.
 - a. Alleys. Alleys shall have a minimum pavement width of 20 feet be paved to the maximum width practical up to 20 feet. Where more than four parking spaces access an alley the alley shall be paved at least the length of the property accessing.
 - b. Off-Street Pedestrian Ways (Sidewalks). Off-street pedestrian ways shall have minimum ~~pavement~~ widths of 5 feet for detached sidewalks and 7 feet for attached sidewalks. Where inadequate right-of-way or obstructions exist, narrower widths may be approved by the Town Engineer. To the extent possible, all new and reconstructed pedestrian ways will be constructed as detached sidewalks.
 - c. Turning, Acceleration, and Deceleration Lanes. Street turn-lanes provided at intersections and acceleration/deceleration lanes shall be minimum 10 feet wide and where possible match the traveled lane widths.
 - d. Pathways. Bicycle ways shall be designed in accordance with the adopted Community Streets plan. For separate facilities, bicycle ways shall have a minimum pavement width of 8 feet. Where bicycles and pedestrian paths are combined, the minimum width is 10 feet.
 - e. Variations. Variations in ~~paving~~ widths, parking, bicycle and pedestrian frontages are given to provide flexibility, ~~reduce costs~~ and reduce pavement areas by designing the public way for its intended uses and constraints. However, consistency within a continuous right-of-way is required.
2. ~~Parking Lane Required. A parking lane is required on each side of the travel way on collector and local streets. When a variance to remove a parking lane is granted by the Town Council, the paved shoulder width shall apply~~ Parking lanes shall be provided based on the available right of way and intended street use. Parking may be reduced to allocate space for bicycle, pedestrian, and frontage facilities.
3. ~~Thickness Design By Registered Engineer.~~ The street structural section shall be designed by a registered engineer based on the physical characteristics of the soils upon which the street is to be constructed and the projected future traffic volumes for the street. Unless otherwise determined acceptable, minimum thickness for flexible pavements shall be 4 inches for town streets, 2.5 inches for alleys and private roads, and 2 inches for parking lots.



MEMORANDUM

To: Paul Anthony
Town of Jackson Planning and Building Director

From: Kristi Malone
Jackson/Teton County Housing Department

Re: Housing Department Review of LDR Text Amendment for Regular Cleanup Items
(P23-26)

Date: May 11, 2023

Housing Department staff reviewed the Planning Director's proposed LDR Cleanup for regulatory changes that may be impactful to Housing Department programs and have the following comments.

Many of the proposed changes provide clarifications that support diverse opportunities and functional design components for future housing developments.

- Amendment #8: Providing consistency in rules of measurement allows for a more streamlined and predictable design process. This amendment also eliminates what could be interpreted as a conflict between use of the Workforce Floor Area Bonus tool and maximum building size standards in the NH-1 zone.
- Amendment #26: Broadening the definition of Landscape Surface Area to include functional elements like bike racks, benches and sidewalks allows for more flexibility in site design and in provision of amenities for both residents and the public.
- Amendment #37: Providing clarification that parking requirements may be lessened by evidence of reduced demand OR alternative transportation services accounts for both site-specific and use-specific characteristics that may be unique to a particular development.
- Amendment #50: Clarifying that habitable floor area incidental to a primary use is still a substantive part of that primary use and is considered as such for purposes of evaluating housing mitigation, provides more predictability for landowners and developers, as well as consistent application of housing mitigation standards among development and use applications.

- Amendment #78: Defining the purpose of residential architectural projections as functional elements allows for more flexibility in site design and in provision of necessary amenities for residents.

Some of the proposed changes also support continued use and preservation of housing types that are typically more affordable without restriction, like the clarification that mobile homes can be replaced with larger mobile home units (Amendment #19) and standards for storage of historic structures that may be reused or adapted as a more affordable housing option for landowners (Amendment #53).

Consideration of the potential affordability impacts to preservation of housing that may not be restricted, but typically serves the workforce and maintains occupancy through regular maintenance and home upkeep should be considered for the following:

- Amendment #4: Prohibiting "reinforcement" of nonconforming physical development could have unintended consequences if this reinforcement is necessary to maintain safe occupancy of a home. For example, if an existing home encroaches two feet into a front yard setback and a portion of framing or a footing is failing due to age and needs to be reinforced, it would not be cost effective for the homeowner to be required to bring the home into conformity by moving the entire front of the home two feet to meet the setback.
- Amendment #23: Providing definition in landscaping requirements of 1 plant unit/lot for up to three residential units is helpful, but may consider how this requirement will be applied if a single lot with three residential units is subdivided as townhomes or condos. The amount and type of physical development would be unchanged, but if going from one lot of record to three lots of record triggers additional landscaping requirements, this could impact feasibility and costliness of creating home ownership opportunities.

Although Amendment #39 is presented as a correction based on prior policy direction, it does effectively double the current parking requirement for dorms. It may be helpful to evaluate this item informed by dorm developments that parked residents based on the current lower value and whether this parking pattern is problematic for residents and managers.

Finally, the Housing Department requests that Planning Staff continue to consider and evaluate the cumulative effects of these and future LDR amendments to overall feasibility of site design from the perspective of Affordable Workforce Housing developers. Requiring more parking (guest parking in Amendment #38 and excluding ADA parking in Amendment #42), and more snow storage (Amendment #46) may be necessary for effective management of impacts that cross from the private to public land use realms, but do have a collective limiting factor on the number of Affordable Workforce homes that can be accommodated on a site. We look forward to further coordination on innovative land use and design solutions that can maximize the development potential for Affordable Workforce Housing in harmony with quality interface of public-private spaces.

Thank you for the opportunity to review this proposal. Please contact me with any questions.



March 24, 2023

Tyler Sinclair, Town Manager
Paul Anthony, Planning Director, Town of Jackson
Via Email Only

Dear Tyler and Paul,

We are writing to formally request that item 48 be removed from text amendment P23-026: LDR Cleanup, presented to the Planning Commission on March 22, 2023. The stated intent of this text amendment is to "fix errors and inconsistencies in the LDRs'."

The exemptions afforded to the Jackson Hole Community Housing Trust and Teton Habitat for Humanity under Section 6.3.2(c) of the LDR's help facilitate the development of affordable housing; the text amendment proposed would make development for non-profit providers more cumbersome and more expensive.

We do not believe item 48 can be characterized as an item to "clean up." Item 6.3.2.C.2 is a policy that the Community Housing Trust and Teton Habitat for Humanity have relied upon for over 20 years to streamline the development of affordable housing.

Given the additional cost and time burden associated with this LDR amendment on Teton Habitat and the Community Housing Trust, we request the item be withdrawn from consideration.

We would be happy to meet and discuss the problem the Town is trying to solve with this proposed amendment.

Respectfully,

Community Housing Trust


Anne Cresswell, Executive Director

Teton Habitat for Humanity


Kris Greenville, Executive Director

From: Matt Faupel <matt.faupel@compass.com>

Sent: Sunday, March 19, 2023 10:30 AM

To: Town Council <electedofficials@jacksonwy.gov>; April Norton <ahnorton@tetoncountwy.gov>

Subject: LDR amendments

You have a long list of LDR amendments in front of you which were presented as cleanup. 2 things; I appreciate the work staff did in trying to simplify the process but also appreciate the opportunity to review the changes.

From the list provided by staff, I have the following comments for your consideration:

#4 - if I read this correctly and want to put an addition on a non-conforming structure (that is a conforming addition) but that addition requires structural reinforcement of the non-conforming structure, I cannot as it requires the non-conforming structure to become conforming. New code dictates a lot of changes to non-conforming structures - ie, old cabins typically require a new roof structural system. Or, if an owner wants to structurally enhance their non-conforming structure, they should not be penalized.

#32 - the Planning Director having the authority to arbitrarily decide the future use of a building based on criteria outside the definition is wrong. i-x, xii, xiv-xv all are normal parts of a home office, gym, meditation space, etc. They also conflict with the definition of kitchen in 9.5.K or at least make it meaningless. 9.5.K. is good clarification but the changes above should not be included.

#33 - 6 months is a "functional" definition but what 6 months? We need to stay away from defining outside space as inside as it is one or the other. For instance, restaurants who have outdoor space will put clients outdoors OR indoors, not both as they cannot count on the weather for the outdoor space.

#39 - this doubles the parking requirement for dormitories, this is NOT cleanup. I do not know of a case which begs this change and will significantly affect the ability of projects to create housing for workers as the # of units is directly related to the parking requirement. We have been allowing parking variances to reduce parking and this is exactly the opposite.

#46 - should apply to non-covered parking only. If you have a building where parking is under roof, there is no need for related snow storage.

#51 - paying fee-in-lieu fees only adds to a project cost in the form of 2 year's additional interest paid by the developer for the fee until they have imminent revenue to offset the cost. If you are going to do anything, add to the fee and take it at CO, why give the banks money when you could have it. Do not put undue costs on the developers providing housing.

#73 - again, time is \$. If a text amendment makes a project go, why would you delay it? A large portion of town projects are housing related and do not need additional obstacles.

#75 - if a member of the DRC is out of valley, the need to at least be full time employees or business owners in town, otherwise they have no vested interest

#85 - we talk about 10' separation here and in a lot of spots in the LDRs. My understanding is that this is a fire code issue, why not let that dictate? We are limiting

development creativity otherwise unless the purpose is some version of architectural control via LDRs.

Thanks again for your time.

matt

Matt Faupel

ASSOCIATE BROKER

M: 307.690.0204

Email: matt.faupel@compass.com

www.grahamfaupelmendenhall.com

Graham-Faupel-Mendenhall & Associates

Compass Jackson Hole

PO Box 4897 | 80 W Broadway | Jackson, WY 83001

Exclusive REALM Members



Paul

I was just forwarded this notice of LDR revisions.

I do not have time to layout detailed reasoning or look in to all the items I would have feedback on but some quick comments for the Planning Commission meeting tonight on the ones that jump out at me.

#46 Snow Storage

Agreed the 2.5% snow storage does not seem adequate when looking at the very small areas required when using this calculation.

5% is probably adequate.

I did a measurement of the snow pile we have had at our office and it has not exceeded about 3.5%.

Granted, we have a responsible land owner who monitors and maintains snow storage.

5% would be more reasonable than the 10% proposed.

#30 Stormwater

Typo in 'Description' – event instead of 'even'

The distinction between retention and detention is important.

“If no such public facility exists or is inadequate, then storage facilities shall be designed to retain the 100-year storm event on site.”

This sentence should be revised to read:

If no such public facility exists or is inadequate, then storage facilities shall be designed to retain the 100-year storm event on site or detain the 100-year storm event with an allowable discharge equal to or less than the pre-development runoff rate.”

These are just a couple of the items that have jumped out at me that I wanted to bring to your attention.

It is good we have an opportunity to review these – thank you – I just wish we had more time to fully review them as a firm.

Now . . . back to work!

Thanks Paul.

Thomas



Thomas Kirsten, PE
Senior Principal Engineer

1315 HWY 89 S., Suite 201 | PO Box 9550 | Jackson, WY 83002
TEL: 307.733.5150
tkirsten@jorgeng.com

STAFF REPORT



Meeting Date:	15 May 2023	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo & Brian Lenz
Agenda Item:	Zone 3 Water Supply and Wellhouse Update	Public Comment:	yes

Purpose & Policy Considerations.

This item serves as an update to Council on the Well 9 and Wellhouse project for additional water supply western Jackson, including complications with the Rangeview site and possibilities for alternative locations in partnership with the JHHR Development II Inc. proposed development (JHHR Development) in Northern South Park.

Requested Action.

Staff requests council direction regarding Zone 3 water supply, a wellhouse, and other new supply opportunities.

Recommendations.

Staff recommends postponing work on the wellhouse site in Rangeview Park and pursuing an alternative site for a wellhouse and for a new supply well(s) and/or connecting to Well 9, including continuing coordination and options with the JHHR Development.

Background.

The addition of Well 9 was identified through the 2020 Capacity Study and grant applications to the Wyoming Water Development Commission as a necessary capital improvement in Zone 3 of the Town's water supply system (serving west and south Jackson including out of town service areas), to supplement and provide redundancy to Wells 6, 7, & 8 supply. The new well will help ensure an adequate level of service is maintained in this zone and may help support future projected demand in conjunction with a new Zone 3 water tank project.

At the December 21, 2020 Regular Town Council Meeting, Council voted to approve Rangeview Park as the location for well feasibility exploration. At the May 17, 2021, Regular Council Meeting, Council voted to approve a contract with Cahoy Pump Service. The contractor backed out of the contract before work commenced, and at the August 2, 2021 Regular Town Council Meeting, Council voted to approve a contract with Thomas Drilling to complete the well drilling and testing. The well exploration project was completed in spring 2022. Nelson Engineering conducted a feasibility analysis and provided a final report indicating this site is favorable for a new well.

At the October 17, 2022 meeting, Council approved an agreement with Nelson Engineering to design the completion of Well 9 and a Well House. The project includes stakeholder engagement and potential partnership with Jackson Hole Public Art.

Cottonwood Park Homeowners Association Review

Because the new well and proposed wellhouse are located in Rangeview Park within the Cottonwood Park development, our design team contacted the Cottonwood Park HOA to coordinate and get direction on process for HOA review and approval of the project. The HOA does not have a formal application for a utility building, but preliminary plans and renderings were submitted in January 2023 to the association's design review board. Our architect responded to questions and provided information for the design, including design precedents

within the neighborhood that highlight design features of the wellhouse design. In February the HOA's review committee had the plans and renderings for the building and met with our architect to discuss the project and its design. At that time, the feedback and discussions that we had with the committee were constructive and supportive. On February 28, our architect received an email from the HOA's design committee with a copy of the Town's deed for Rangeview Park and the finding that the proposed wellhouse was nonconforming with the deed and that the project could not be approved. Town staff, including the Town Manager, Town Attorney, Public Works Director, and Town Engineer reviewed the deed and met with some of the HOA board members. We provided tours of our existing wellhouse on Ely Springs and answered their questions. Ultimately, in April following spring break, the Board of Directors of the Association (HOA Board) called a general meeting for the entire HOA to discuss the proposed wellhouse with their attorney and found the facility as proposed was not permissible. The Town received a letter April 14, 2023 from their counsel providing the justifications for their findings citing the deed and their covenants. Primarily they found that the structure itself, the presence of chlorine for treatment, and the backup generator were not low-impact uses of the park land. For more detailed information review the April 14, 2023 letter from the HOA Board attached.

Town of Jackson Internal Review Process

Contemporaneously with the HOA's review, Town Public Works voluntarily applied for a Town of Jackson Pre-Application meeting, P23-030, to verify process and applications expected by the Town as well as request an elective presentation to Council. The project was presented to the Town's Design Review Committee in March as described in the Analysis & Key Policy section below. This presentation to Council was originally scheduled for March 20, but has been continued twice to this May 15, 2023 meeting date to allow the HOA time to formally respond to our application and provide time for staff to consider what next steps to recommend. The intent of this application was to present the wellhouse project to council for discussion and approval prior to advancing the project to bid, however with the complications with the Cottonwood HOA, staff now wants to discuss how the project progressed and how we plan to proceed.

JHHR Development in Northern South Park (the Gill family)

Well 9 is first and foremost a new supply for the existing residents of the Town of Jackson and its contracted service areas west of South Highway 89. The engineer for the JHHR Development estimates that the additional supply will be adequate to supply their new subdivision in Northern South Park. JHHR requested water service from the Town in May 2021, which was approved with conditions, including primarily that no connection could be made until sufficient supply and/or storage were established for the Town's water system and providing land for wells and control/treatment buildings. When the first sign of issues with the Rangeview site became apparent, Town staff met with the JHHR team to discuss the situation and consider possible options that involve JHHR lands for a new well in West Jackson. Time is of the essence for both parties and while there are potential options remaining at the Rangeview site and well, they are not likely to come to fruition faster than regrouping and considering a new site for the wellhouse and possibly new wells. Staff's coordination with the JHHR team is ongoing and staff's recommendations as to how to proceed are in the analysis below.

Analysis & Key Policy Questions.

Completion of an additional water supply in west Jackson is a priority project for the Town. Additional supply enables the Town to meet the demands during peak usage times, protecting public health and life-safety first and foremost in the Town of Jackson and to users connected to the system outside the Town.

Well 9 Wellhouse Completion

The Town pursued the location at the northwest entrance to Rangeview Park because the property is owned by the Town and would not require a land or permanent easement purchase, is in an area with known water resources, suitable water quality, and proximate to existing infrastructure. Given the legal complications with the Rangeview site, staff recommend shifting our resources away from this location. Instead, the Town will proceed with the following actions:

1. Postpone any further work on a wellhouse at the Rangeview Park site.
2. Continue working with JHHR to assess the potential to connect Well 9 to a wellhouse located on JHHR land, identify other possible wellhouse locations, new well locations, and other potable water supply system enhancement considerations.
3. Negotiate an agreement with JHHR to address land, access, and easements for a wellhouse and future wells; design, permitting, construction of the infrastructure; service areas including the JHHR properties; and other items necessary to complete the additional supply.
4. Continue to work with Nelson Engineering and the State to pursue funding for and install new infrastructure (a storage tank, and possibly an additional well) that will enable the Town to continue providing adequate water supply to West Jackson.
5. Staff is additionally exploring options and considering ways to encourage reductions in water usage to ensure these capital improvements will serve the community for generations to come.

➤ **Key point to consider:** Does Council agree with this prioritization of next steps?

- Possible alternatives for wellhouse completion: Council may accept staff's proposed prioritization and next steps, or may direct staff to pursue a different approach or different order of actions.

Comprehensive Plan & Priority Alignment.

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

- Principle 3.1: Direct growth out of habitat, scenery, and open space
- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.1: Maintain Town as the central Complete Neighborhood

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

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

Fiscal Impact.

To date approximately \$80,000 dollars has been spent on the Rangeview Wellhouse design and outreach.

For the completed well drilling and feasibility analysis, Wyoming Water Development Council (WWDC) awarded the Town \$101,250 to offset the total project cost of approximately \$326,000. As described above, the Town intends to pursue WWDC support funding for other Zone 3 infrastructure projects.

The Wyoming Department of Environmental Quality (DEQ), WWDC, and Wyoming State Loan and Investment Board (SLIB) maintain a Drinking Water State Revolving Fund to support municipal water and wastewater infrastructure projects. The State is administering and distributing funds for public infrastructure that were allocated through the Federal American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) programs. They maintain a priority list of projects in their Intended Use Plan (IUP). Municipalities must

submit projects for scoring in the IUP. Town had previously submitted Well 9, as well as a proposed Zone 3 Tank, and Well 10. In early April 2023, the Town was awarded \$1,500,000 to complete Well 9. Staff intends to identify a new location for this needed well and utilize these funds, although the effective and expiration dates have not yet been established through a formal agreement.

The amended FY23 budget has sufficient funds to complete design, bid the project, and conduct construction phase engineering services with an anticipated balance thereafter of approximately \$50,000. Staff had anticipated constructing the well house this spring and summer, but because we are pursuing a new location, the process is delayed to the extent that a contract will not be awarded until FY24. When a new location is confirmed, staff will request an amendment to the FY24 Adopted Budget to accommodate any new design and construction costs, which should be largely offset by the recent grant funding award.

Staff Impact.

To date, Town staff from Public Works, Legal, and Planning Departments, and from Parks & Recreation and Pathways have spent a total of approximately 100 hours on this project for capital planning, test well construction, coordination with State agencies, and administration of grant funding. The Well 9 project was budgeted for in FY23 staffing resources (i.e., work plans).

The Planning Department has additionally spent approximately 12 hours working with Public Works staff to establish a process for the project, reviewing the P23-030 application, and preparing staff reports for Council review on that item.

To secure a new site and complete Well 9 design for that site, coordination among the consultant, Public Works Administration, Engineering, and Water Divisions, Planning Department, and Legal Department staff is necessary. Staff estimates that approximately 180 hours of staff time will be required to coordinate with the State to ensure ability to utilize awarded funding and complete the project design and bid documents per the Agreement.

Attachments or Links.

- Rangeview Park Deed to the Town of Jackson
- April 14, 2023 Letter from the Cottonwood Park Association Board of Directors

Suggested Motion.

I move to direct staff to postpone work on a wellhouse site in Rangeview Park and pursue an alternative site for a wellhouse and for a new supply well(s) and/or connecting to Well 9, including continuing coordination and options with the JHHR Development.

QUITCLAIM DEED

Four Lazy F Ranch, Inc., a Wyoming Corporation, GRANTOR, of Teton County, State of Wyoming, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to Town of Jackson, a Municipal Corporation of the State of Wyoming, GRANTEE, whose address is P. O. Box 1687, Jackson, Wyoming, 83001, all right, title and interest now owned in and to the following described real estate situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 29 and 100, Cottonwood Park Range View Neighborhood, Phase Two, according to that plat recorded the 12th day of July, 1990 with the Teton County Clerk as Plat No. 692, Instrument No. 299438 (the "Property").

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

The acceptance and recordation of this deed by the Town of Jackson shall constitute its acceptance of the following terms, conditions, limitations, and restrictive covenants on the use of the Property:

1. The Property shall be set apart, dedicated, treated and maintained by the Town of Jackson exclusively as a public park for the benefit of the general public.
2. The Property, or any part thereof, may not be transferred, sold, exchanged or encumbered by the Town of Jackson without the prior written consent of the Grantor or its successors, heirs or assigns.
3. The Town of Jackson shall maintain and repair the Property. The Property shall be equipped with playground equipment, picnic facilities and a sprinkler system.
4. The Property shall not be used for organized team sports such as football, soccer and/or baseball.

Grantor: FOUR LAZY F RANCH
Grantee: TOWN OF JACKSON
Doc 308693 bk 236 pg 0986-0987 Filed at 4:45 on 04/29/91
V Jolynn Coonce, Teton County Clerk fees: 6.00
BY VIRGINIA BLAIR Deputy

5. The Property shall be used for low-impact purposes consistent with the neighboring residential subdivision.

6. It is expressly understood and agreed that the foregoing restrictive covenants shall attach to and run with the Property and it shall be lawful for Grantor, its successors, heirs and assigns, and also the owner or owners of any lot or lots adjacent to the Property granted hereby, deriving title from or through Grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatened to violate such restrictive covenants.

WITNESS our hands this 6th day of August, 1990.

Four Lazy F Ranch, Inc., a
Wyoming Corporation

By

Henry Oliver, III
Henry Oliver, III
President

Attest:

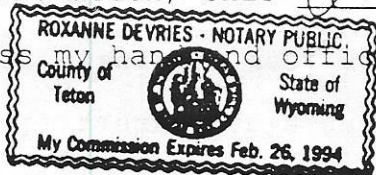
By

Charles Oliver, II
Charles Oliver, II
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Henry Oliver, III and Charles Oliver, II, President and Secretary, respectively, for Four Lazy F Ranch, Inc., a Wyoming Corporation, this 6 day of August, 1990.

Witness my hand and official seal.



Roxanne Devries
Notary Public

My Commission Expires:

Feb 26, 1994

Paul E. D'Amours**
Nicole G. Krieger*
Margaret A. R. Schwartz*
* Admitted in Wyoming
** Admitted in Wyoming, Idaho,
and Colorado

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Caroline Haines
Legal Assistant

April 14, 2023

Lea Colasuonno
Town of Jackson Attorney
Via email only to: lcolasuonno@jacksonwy.gov

With a copy to:

Brian Lenz, Town of Jackson Engineer, via email only to blenz@jacksonwy.gov

Re: Construction of Rangeview Park Well Building and Water Treatment Facility

Dear Lea:

As you are aware, our Office represents the Cottonwood Park Association (the "Association"). This letter is in response to the Town of Jackson's request to construct a roughly 1,000 square foot well house building and water treatment facility in Rangeview Park (the "Facility"). The Board of Directors of the Association (the "Board") wanted to inform you as quickly as possible that it met on April 12, 2023 and formally determined construction of the Facility as proposed is not permissible, for the reasons discussed below.

Governing Documents

Lots 29 and 100, Cottonwood Park Rangeview Neighborhood, Phase Two Addition to the Town of Jackson (the "Property"), the parcel upon which the Facility is proposed to be constructed, is most relevantly governed by:

1. The Quitclaim Deed by which the Town of Jackson obtained ownership of the parcel, recorded in the Office of the Teton County, Wyoming Clerk on March 29, 1991 as Document No. 308693 (the "Quitclaim Deed") (attached hereto as Exhibit A); and
2. The Declaration of Landowners Protective Covenants, Conditions and Regulations for Cottonwood Park, Teton County, Wyoming, recorded in the Office of the Teton County, Wyoming Clerk on July 10, 1984 as Document No. 252981 (the "CCRs")¹.

¹ All real property described on Plat No. 692, on which the Property is platted, was expressly made subject to the terms and conditions of the CCRs by the Third Supplement to Landowners Protective Covenants, Conditions, and Regulations for Cottonwood Park, Teton County, Wyoming, recorded in the Office of the Teton County, Wyoming Clerk on July 30, 1990 as Document No. 300118.

Per the terms of the Quitclaim Deed, the Property shall be used:

- “[E]xclusively as a public park for the benefit of the general public”; and
- “For “low-impact purposes consistent with the **neighboring residential subdivision.**”

The most relevant terms of the CCRs are as follows:

Cottonwood Park (the “Subdivision”) is meant to be a “*tranquil and satisfying community of compatible uses and occupants which will result in a high level of amenity, economic stability and a harmonious relationship among the residents of Cottonwood Park and their neighbors.*” (Article I, Section 100). Further, the CCRs are intended to “*protect privacy, enhance property values, eliminate unnecessary frictions and protect the individual interests of property owners, tenants, residents and guests.*” (Article I, Section 102).

The Association is granted the powers to:

- “[P]erform any and all acts which may be necessary or proper for or incidental to the exercise of any express powers of the Association or for the health, peace, comfort, tranquility, safety or general welfare of the owners, tenants and guests of Cottonwood Park” (Article III, Section 303); and
- “[C]ommence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration” (Article III, Section 303(b)).

Additionally, the CCRs specifically grant the Declarant the right to “*include in any contract or deed hereafter made, any additional covenants and restrictions for a particular lot which are not inconsistent with and which do not lower the standards of the covenants and restrictions herein set forth.*” (Article XII, Section 1202.1). The Quitclaim Deed expressly includes additional, “restrictive covenants” which are thus covenants enforceable by the Association under Section 1202.1.

Board Analysis and Determination:

Homeowners and the Board were originally made aware only of a well testing project that occurred last spring. The notices from the Town of Jackson associated with the well stated that upon completion of the drilling and testing, a well cap would be installed, and a depiction of the capping was provided. In February, 2023, the Association’s Design Committee received an application for construction of the approximately 1,000 sf utility building, which would house a well or wells, and in which the water would be treated through a chlorination process. The Design Committee denied the application on February 28, 2023 upon recognizing that the building might run afoul of the Quitclaim Deed and the CCRs.

Since then, the Board has spoken at length with Architect Chris Jaubert and toured an analogous facility in Ely Springs with Town Engineer Brian Lenz to evaluate the potential impacts of the Facility within the Subdivision. On April 12, 2023 the Association held a meeting of Owners to ensure that all owners were aware of the project and had an opportunity to ask questions and

provide input. Twenty-seven (27) owners (or their representatives) attended, all of whom expressed opposition to the Facility being constructed in its proposed location in Rangeview Park. Additionally, the Grantor of the Quitclaim Deed was present at the meeting and expressed direct opposition to construction, stating that the proposed Facility was neither the intent of the Grantor nor consistent with the plain language of the Deed. The Grantor advised the Board it plans to file its own formal objection with the Town of Jackson.

Based on all the information that has been provided to the Board and the Board's mandated duties as set forth by the CCRs, it has determined the construction of the Facility to be incompatible with the requirements of the Quitclaim Deed and the CCRs.

This determination is based on the following:

1. The 1,000 square foot Facility is inconsistent with the requirement in the Quitclaim Deed that the land be used exclusively for a public park. Preventing usage of a portion of the Property that is being used for the building, and diverting people around the Facility (as more particularly described below) it is patently not usage of the Property exclusively for a park nor does it benefit the general public, as required by the Quitclaim Deed.
2. The Facility itself, coupled with the water treatment processing that will occur within the Facility, do not comply with the requirement that the Lot may be used only for low-impact purposes consistent with the neighboring subdivision.
 - a. In its meetings with the architect, the Board was advised that people would need to stay away from the Facility and that no features should be included that would attract people due to possible venting of chlorine gas. The Facility's location in the middle of land used for recreation and a children's playground is, therefore, of concern to the Board.
 - b. While the Board acknowledges that it does not have extensive expertise in analyzing the safety of various chemicals, it is well known that chlorine gas can pose health hazards, chlorine off-gassing can be corrosive, and chlorine gas can be explosive when mixed with other chemicals.
 - c. Noise from the periodic running of the generator is of concern to surrounding homeowners. The only noise generated from the park now is snow removal of the park pathways, lawnmowing in the summer, noise from the irrigation system in the summer, and noise from people enjoying the park. All of these are low impact and directly associated with the use of the land for a park. Noise from a generator, which was not anticipated at the time of purchase of higher-value homes surrounding the park, interferes with the value of homeowner's property as well as their own use and enjoyment thereof.²

² At least three homes are located 100 feet or less from the proposed facility. 3071 Rangeview Dr. – approximately 70 feet from NW corner of house; 3057 Whitehouse Dr. - approximately 70 feet from east side of house; 3058 Whitehouse Dr. - approximately 100 feet from side of house facing the park.

3. Per the Design Standards included in the CCRs, structures “*shall be of small scale and of a design which will achieve compatibility with existing structures characteristic of the area,*” which is identified as “*low, rambling, and informal structures*” (CCR Article V, Section 501(a)). As proposed, the architecture of the building, does not fit with the residential architecture of the surrounding home and creates incompatible visual impacts to the neighborhood.
4. The Board understands that there may be necessity for a Lower Valley Power transformer to feed the Facility. The Board noticed a similar transformer while visiting the wellhouse on Ely Springs Road. Such transformer has not, to the Board’s knowledge, been included in any schematic drawings, but would further contravene the restrictions in the Quitclaim Deed. The Architect also indicated an additional future well (Well 10) may be located on the Property. The Board is concerned that allowing this Facility now will set precedent for further development in the future, which development is already contemplated.
5. Utilities are not mentioned within the Quitclaim Deed for the Property. Other properties within the Subdivision, including Lot 66, have such carveouts for utilities, indicating a specific intent to differentiate the usage of this Property.
6. Per the terms of the CCRs, “*all utilities service including [...] water [...] shall be located below ground with the exception of necessary junction boxes, valves, appurtenances and transformer boxes which shall be located unobtrusively and appropriately screened.*” (CCR Article V, Section 501(i)). The proposed facility is neither underground, nor unobtrusive or fully screened and, therefore, is in further violation of the CCRs.

Conclusion

Because the Facility is not a low-impact usage of the Property consistent with the neighborhood, nor would the Property be used exclusively a park or for the public benefit should the Facility be constructed, the Board finds the construction of the Facility to be an incompatible use of the Property under the Quitclaim Deed.

Further, the public safety implications; location, design, and scale of the Facility; the noise impacts from the running of the generator; the potential conflict that will arise from homeowner objections to the Facility; and the inability of the Subdivision to safely utilize a portion of the park all interfere with the health, peace, comfort, tranquility, safety, and general welfare of the owners as well as the harmony, privacy, property values, and individual interests of property owners, tenants, residents, and guests, as required by the terms of the CCRs.

While the Board understands this is not the decision the Town was hoping for, it is hopeful that providing you notice as expediently as possible will allow you to pursue other solutions to the construction of the Facility.

Please do not hesitate to be in touch with any questions.

Sincerely,

/s/ Nicole G. Krieger

Nicole G. Krieger

Attorney for Cottonwood Park Association

EXHIBIT A:
Rangeview Park Quitclaim Deed

QUITCLAIM DEED

Four Lazy F Ranch, Inc., a Wyoming Corporation, GRANTOR, of Teton County, State of Wyoming, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to Town of Jackson, a Municipal Corporation of the State of Wyoming, GRANTEE, whose address is P. O. Box 1687, Jackson, Wyoming, 83001, all right, title and interest now owned in and to the following described real estate situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 29 and 100, Cottonwood Park Range View Neighborhood, Phase Two, according to that plat recorded the 12th day of July, 1990 with the Teton County Clerk as Plat No. 692, Instrument No. 299438 (the "Property").

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

The acceptance and recordation of this deed by the Town of Jackson shall constitute its acceptance of the following terms, conditions, limitations, and restrictive covenants on the use of the Property:

1. The Property shall be set apart, dedicated, treated and maintained by the Town of Jackson exclusively as a public park for the benefit of the general public.
2. The Property, or any part thereof, may not be transferred, sold, exchanged or encumbered by the Town of Jackson without the prior written consent of the Grantor or its successors, heirs or assigns.
3. The Town of Jackson shall maintain and repair the Property. The Property shall be equipped with playground equipment, picnic facilities and a sprinkler system.
4. The Property shall not be used for organized team sports such as football, soccer and/or baseball.

Grantor: FOUR LAZY F RANCH
Grantee: TOWN OF JACKSON
Doc 308693 bk 236 pg 0886-0987 Filed at 4:45 on 04/29/91
V Jolynn Coonce, Teton County Clerk fees: 6.00
BY VIRGINIA RIZIP Deputy

5. The Property shall be used for low-impact purposes consistent with the neighboring residential subdivision.

6. It is expressly understood and agreed that the foregoing restrictive covenants shall attach to and run with the Property and it shall be lawful for Grantor, its successors, heirs and assigns, and also the owner or owners of any lot or lots adjacent to the Property granted hereby, deriving title from or through Grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatened to violate such restrictive covenants.

WITNESS our hands this 6th day of August, 1990.

Four Lazy F Ranch, Inc., a
Wyoming Corporation

By Henry Oliver, III
Henry Oliver, III
President

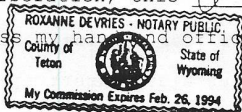
Attest:

By Charles Oliver, II
Charles Oliver, II
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Henry Oliver, III and Charles Oliver, II, President and Secretary, respectively, for Four Lazy F Ranch, Inc., a Wyoming Corporation, this 6 day of August, 1990.

Witness my hand and official seal.



Roxanne Devries
Notary Public

My Commission Expires:

Feb 26, 1994

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Police	Presenter:	Chief Michelle Weber
Agenda Item:	Appointment of Special Municipal Officers	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to appoint individuals as Special Municipal Officers with specific authority to issue citations for certain violations of the Jackson Municipal Code.

Requested Action.

Staff requests Council appoint the following individual as a Special Municipal Officer:
Raquel Kopeck

Recommendations.

Staff recommends Council appoint Raquel Kopeck as a Special Municipal Officer.

Background.

Wyoming State Statute §15-1-103(l) provides that “[t]he governing bodies of all cities and towns may: . . . Appoint special municipal officers, who are not certified as peace officers, to issue citations to individuals” for a limited set of purpose.

Consistent with the authority established in the state statute, Jackson Municipal Code §2.32.051 provides that “the Community Service Unit of the Police Department and Code Enforcement Officer(s) appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the Jackson Municipal Code as set forth by W.S. § 7-2-103(e) and W.S. § 15-1-103(a)(xlx).”

Accordingly, the Town of Jackson may specifically appoint municipal officers with specific authority to issue citations for Jackson Municipal Code violations. Community Service Officers of the Jackson Police Department were hired and assigned to specifically enforce the Municipal Code, which includes health and safety, animals, parking violations, and nuisances.

Analysis.

Raquel Kopeck was hired on May 1, 2023, as a Community Service Officer.

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

This item aligns with the Comprehensive Plan Policy 8.1.a – the delivery of quality levels of service to the community.

Fiscal Impact.

N/A

Staff Impact.

Preparation of this report took approximately 30 minutes.

Attachments or Links.

N/A

Suggested Motion.

I move to appoint Raquel Kopeck as a Special Municipal Officer of the Town of Jackson.

RESOLUTION 23-06

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2023**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2023.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 15th day of May 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

RESOLUTION 23-07

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2023**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2023.

BE IT FURTHER RESOLVED that Tony Matthews, Lisa Ruschill, and Sylvia Polonsky are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 15th day of May 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	May 15, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Taylor
Agenda Item:	Central Wyoming College Annexation Public Hearing	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to discuss the Annexation Petition submitted by Fremont Community College District dba Central Wyoming College (CWC) and set a date for the public hearing.

Requested Action.

Staff requests that Council set a date of September 18, 2023 for the public hearing.

Recommendations.

Staff recommends Council set a date for the public hearing so that staff can begin preparing the annexation report.

Background.

Specific Purpose Excise Tax (SPET) funding in the amount of \$10 million was approved by Teton County voters in November of 2022 for CWC to build a new 21,000 square foot outreach campus off High School Road. CWC is now requesting that their 2-acre parcel on High School Road, intended for the new campus, be annexed into the Town of Jackson.

Analysis & Key Policy Questions.

Pursuant to Wyoming Statute 15-1-405, Council shall establish a date, time and place for a public hearing not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete. The petition was certified complete by the Clerk on May 5, 2023. The date range for the public hearing is between June 4 and November 1, 2023. However, staff recommends a public hearing date towards the end of the date range to allow sufficient time to complete all necessary research prior to the public hearing.

Possible Alternatives.

None. Pursuant to Wyoming Statute 15-1-405, Council shall establish a date, time and place for a public hearing not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete. The petition was certified complete by the Clerk on May 5, 2023.

Comprehensive Plan & Priority Alignment.

Annexation of proximate properties into the Town of Jackson contributes to Section 3 of the Comprehensive Plan related to Responsible Growth Management, which aims to direct future growth into a series of connected, Complete neighborhoods in order to preserve critical habitat, scenery, and open space in our Rural Areas.

Fiscal Impact.

The Town of Jackson may collect the cost of preparing the annexation report from the petitioning landowners pursuant to W.S. 15-1-402(d). Staff will track time spent preparing the annexation report to determine what the petitioner will be charged. The Town does not have additional fees for annexation other than those associated with relevant zoning amendments and utility connections.

Staff Impact.

Annexing this property will require approximately 24 hours from the Legal, Planning, and Town Clerk departments. An additional 12 hours will be required of the Public Works and Engineering departments to coordinate public utilities and infrastructure improvements pursuant to W.S. 15-1-402.

Attachments or Links.

Annexation Petition for CWC Campus into the Town of Jackson
Compliance Certification for Annexation Petition

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

I move to set a date of September 18, 2023 for the public hearing of the Central Wyoming College (CWC) Campus annexation.



May 1, 2023

Via Hand Delivery

Riley Taylor, Town Clerk
Town of Jackson (the "Town")
150 E. Pearl Ave.
Jackson, WY 83001

RE: Annexation Petition for CWC Campus into the Town of Jackson

Dear Ms. Taylor

Holland & Hart LLP represents Fremont County Community College District DBA Central Wyoming College, ("CWC"), who is the owner of the real property adjacent to the Jackson Hole High School (the "High School"), directly across High School Road from the Cottonwood neighborhood within the Town of Jackson, and more particularly described and shown on Exhibits A and B of the enclosed petition (the "Property"). The Property sits immediately to the south of the Town of Jackson boundary on the south side of High School Road. CWC respectfully requests that the Town of Jackson annex the Property into the Town of Jackson pursuant to Wyoming Statutes §§ 15-1-401 et al.

As further evidence of the suitability of the Property to be annexed into the Town of Jackson, we submit to you the following for the Town's consideration:

W.S. § 15-1-405(i): An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town.

Annexing the CWC Property into the Town of Jackson will provide the Town with a community asset, serving the higher educational needs of its citizens and providing an array of cultural opportunities for the valley to experience through the new campus.

With the Town of Jackson's focus on outdoor education and conservation, CWC will provide unique opportunities for students seeking hands-on learning experiences in a variety of environmental fields and certifications.

The Town of Jackson has a rich legacy of supporting education and providing opportunities for locals to enrich their lives. CWC sees this annexation as continuing that history and building a strong future for higher education in Jackson.

Location	Mailing Address	Contact
645 South Cache Street, Suite 100 Jackson, WY 83001	P.O. Box 68 Jackson, WY 83001	t: 307.739.9741 f: 307.739.9744 www.hollandhart.com

Additionally, the location of the CWC Property on High School Road allows for inclusion in the Town of Jackson alternative transportation network and will provide a welcome addition to the pathways and bus routes.

W.S. § 15-1-405(ii): The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town.

The Property sits just to the south of the Town of Jackson boundary across the street from the Town of Jackson boundary where the Cottonwood neighborhood is located. Annexing the Property into the Town of Jackson would provide a natural addition of the Town of Jackson boundary on the south side of High School Road.

Annexation of the CWC Property allows for inclusion of the CWC campus into Town of Jackson alternative transportation plans, and will provide opportunities for comprehensive planning with other areas within Town of Jackson boundaries.

Additionally, the location of the CWC campus would be a natural and social part of the educational focus of the surrounding area, due to the High School, Colter Elementary School, and Jackson Hole Middle School all being adjacent or very near to the CWC Property.

W.S. § 15-1-405(iii): The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed.

The Property will be required to connect to Town of Jackson water and sewer via proximity, and as such, simplifies services provided via annexation rather than a water and sewer agreement.

W.S. § 15-1-405(iv): The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. § 15-1-407.

The Property is both contiguous and adjacent to the Town of Jackson to the north. High School Road is the only area between Town of Jackson property and the CWC Property. W.S. § 15-1-405(b) provides that contiguity shall not be adversely affected by the existence of a public right of way (i.e. High School Road), and therefore the Property is contiguous and adjacent to the Town of Jackson.

W.S. § 15-1-405(vi): The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. § 15-1-405(a).

Location	Mailing Address	Contact
645 South Cache Street, Suite 100 Jackson, WY 83001	P.O. Box 68 Jackson, WY 83001	t: 307.739.9741 f: 307.739.9744 www.hollandhart.com



We are happy to offer any assistance the Town of Jackson may need to comply with this requirement.

We believe that the Town of Jackson will find that the annexation of the Property into the Town of Jackson will fulfill each of the requirements of W.S. § 15-1-401, *et. seq.* Should you need any additional information to make these findings, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Flynt', with a long horizontal stroke extending to the right.

Brad Flynt, Holland & Hart LLP

21298497_v1

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com

Exhibit A

Legal Description

A parcel of land lying within the NE1/4SW1/4 and SE1/4NW1/4 of Section 6, T.40N., R.116W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the Guy Bush position for the center one-quarter corner of said Section 6 as shown on map T-313A on file in the Office of the Clerk of Teton County, Wyoming;

THENCE S65°36'03"W, 190.75 feet, along the westerly line of Jackson Hole Hereford Ranch Tract 3 as described in that Quitclaim Deed recorded as doc. no.1018284 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S00°57'16"E, 136.17 feet, continuing along said westerly line to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE S89°37'02"W, 375.87 feet, parallel with that boundary agreement line set forth in doc. no. 0248124 in said Office to a point marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N00°57'16"W, 213.81 feet, parallel with said westerly line of Jackson Hole Hereford Ranch Tract 3 to a point of intersection with said boundary agreement line, marked by a 5/8"x24" rebar with aluminum cap inscribed "PLS 13002";

THENCE N89°37'02"E, 550.88 feet, along said boundary agreement line to the Point of Beginning.

Said parcel encompasses 2.00 acres, more or less.

The basis of bearings for this description is N00°04'18"W along the west line of said Section 6.

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com



Exhibit B

Property Depiction

[to be inserted]

21298497_v2

Location

645 South Cache Street, Suite 100
Jackson, WY 83001

Mailing Address

P.O. Box 68
Jackson, WY 83001

Contact

t: 307.739.9741 | f: 307.739.9744
www.hollandhart.com



LEGEND

[illegible]

CERTIFICATE OF SURVEYOR

William P. Colham, Wyoming Professional Land Surveyor No. 13009, do hereby certify that this map was prepared from data collected during field surveys performed under my direction in November & December, 2022. From previous surveys, I have been advised that the data was collected by Josephine Associates P.C. and Jorgensen Associates, Inc., and from information in the Office of the Clerk of Teton County, Wyoming.

CERTIFICATE OF ACKNOWLEDGMENT

State of Wyoming)
) ss.
County of Teton)

By Kelly D. Luchhart, Manager
The foregoing statement was acknowledged before me by Kelly D. Luchhart as Manager of Brewer SDA, LLC, INC. on day
of _____, 2021.
Witness my hand and official seal.

Molloy Anne
My Communication English

JORGENSEN
1000 S. DAVENPORT, SUITE 100
CHICAGO, IL 60605
312.467.1234

MAP OF SURVEY
Central Wyoming College
Exempt Land Division

LOCATED WITHIN
NET/4SW1/4. PT. GLO Lot 5, Section 6
T.40N. R.115W. 6th P.M.

DATE RECORDED: 11/24/2008
 COUNTY: TARRANT
 COUNTY: TARRANT

MEMORANDUM

TO: Mayor and Town Council
FR: Riley Taylor, Town Clerk
DT: May 5, 2023
RE: Compliance Certification for Annexation Petition

On May 1, 2023, I received a petition for annexation from Fremont Community College District dba Central Wyoming College, dated the same, May 1st. The land in question can generally be described as the property west of Jackson Hole High School, directly across High School Road from the Cottonwood neighborhood, immediately to the south of the Town of Jackson boundary.

After reviewing the petition according to Wyoming Statute 15-1-403, I hereby certify that the petition itself substantially complies with Article 4 of Title 15 of the Wyoming Statutes.

Following the timeline set forth by Wyoming Statutes and upon this certification to the Town Council, the Council must then set a date for a public hearing to determine if the proposed annexation complies with Wyoming Statute 15-1-402. The hearing must be held between 30 and 180 days of the certification, or between June 4 and November 1, 2023. Once Council sets the public hearing date, staff will begin making the findings, preparing the necessary documents, and issuing public notices as required.

An agenda item will be added to the Matters from Mayor and Council section of the regularly scheduled May 15, 2023 meeting, as a reminder to discuss and set the date for the public hearing.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: May 15, 2023

RE: Town Manager's Report

Alley Tree Removal

The Town Engineering Department has requested removal of one mature spruce tree located in the alley off Gill Avenue between North Glenwood Street and North Jackson Street. The tree trunk is also partially located on the property addressed as 255 W. Gill Avenue but is mostly located in the Town's alley and leans heavily into the alley. The purpose of the tree removal is to clear the alley of this significant encroachment to facilitate the Town's replacement of a sewer line in the alley this summer. In addition, the removal of the tree will allow for a wider drive surface on the alley when it gets paved by the developer of the recently approved Millward Street mixed-use project at 245/265 N. Millward Street. The Urban Forest Manager recommends approval of the removal based on a tree assessment conducted by a staff arborist with the Parks and Recreation Department (available for review). Both the Town Engineer and Planning Director support the removal with no condition of approval. With the approval of the Town Manager's Report, staff will proceed with the removal of the tree.

2024 Highway Safety Behavior Program

The Jackson Police Department has been invited to participate in the Impaired Driving and Occupant Protection High Visibility Enforcement Overtime grants. Funding for the grant includes \$13,025 for Impaired Driving and \$4,831 for the Occupant Protection High Visibility grant. Enforcement of Wyoming occupant protection and impaired driving laws are a key factor to reducing unbelted and impaired driving crashes, which may result in fatalities and serious injuries on Wyoming's roads. Analysis of crash and arrest data has identified the Town of Jackson as an area of high risk and makes our agency eligible for these overtime grant funds to be used in FY2024. These funds are administered through the Wyoming Department of Transportation Highway Safety Office Behavioral Grants Program. The supplemental document requires a signature from an authorizing official (the Mayor) for the Town of Jackson as well as a signature from the Town Clerk attesting to the signature. With the approval of the Town Manager's Report, staff will obtain the Mayor and Town Clerk's signatures and submit the grant application on behalf of the Town of Jackson.

Delegation Visit from Banff, Alberta Canada

Members of the Banff Town Council, administration, and representatives of their tourism industry are planning a visit to Jackson in the fall of 2023 to hear our perspectives on how Jackson manages and embraces living where the world visits. Discussion topics will include housing,

affordability, traffic congestion, long term tourism visioning and other topics. Staff will work with representatives from Banff and other community representatives to finalize a date for this exchange and prepare a schedule of events. More information will be provided as the date gets closer. A letter from Banff is attached.

Agenda and Packet Distribution Timeline

Staff is currently meeting and working through the logistics of responding to the Council direction from the 2023 retreat regarding earlier agenda and packet distribution prior to meetings. Staff is working on adjusting the deadlines and reviews necessary so that the Council has access to the agenda and materials the Monday prior to a Monday meeting, 7 days prior instead of 2 or 3 days prior. Staff intends to implement this new schedule with the first meeting in July, which is July 10, 2023.

Department of Transportation (DOT) Charging and Fueling Infrastructure Grant Opportunity

The DOT released a new grant opportunity supporting Electric Vehicle (EV) charging and fueling infrastructure, with awards between \$500,000 and \$15 million. Surface transportation emissions account for more than 60% of our community's greenhouse gas emissions annually. To achieve our net zero ambitions, we need to transition to cleaner vehicles. Electric vehicle charging infrastructure is an expensive but critical step in moving towards cleaner vehicles. This is a significant and unprecedented opportunity for federal funding that will cover 80% of the cost of EV charging infrastructure that can help our community reach our sustainability goals while preparing for future trends in vehicle ownership and tourism.

Staff are working with Sustainable Strategies (S2) and community partners to craft a compelling application that will increase electric vehicle charging infrastructure in the region. This will benefit local residents who own or wish to purchase electric vehicles; it will also support our tourism-based economy, as electric vehicle ownership continues to grow nationwide and future tourists will require more charging stations in the region. While charging stations funded by this grant must be available to the public, they can be used by Town and County vehicles so long as they are also available to the public. For example, EV charging at Town Hall could be used to charge electric police cruisers and staff vehicles if they are also available to the public.

Staff have been working together on potential station locations since a September 2022 workshop hosted by Yellowstone Teton Clean Cities. Energy Conservation Works, Town of Jackson, Yellowstone Teton Clean Cities, and the Regional Transportation Planning Administrator have been meeting regularly since September in anticipation of this grant notice of funding opportunity. This group has worked together to identify and communicate with potential partners including Yellowstone and Grand Teton National Parks and their concessionaires, JH Airport, Teton County Library and Teton County School District. Participating partners will be responsible for providing their own 20% match for projects on their properties.

The Town of Jackson will serve as the lead applicant and Yellowstone-Teton Clean Cities has agreed to administer the grant and serve as project manager. Tanya Anderson will coordinate

grant and implementation efforts on behalf of the Town of Jackson, in close coordination with Public Works. Within the Town and County, staff will seek funding to build or expand EV charging infrastructure at the Stilson Transit Center, the Rec Center and Home Ranch Lot, Town Hall, mobility hubs such as Miller Park, and select public parks that are close to affordable housing. Ecosystem Stewardship Administrator Tanya Anderson included \$150,000 in her fiscal year 2024 budget request for match funding for this and other grant opportunities. If funding is granted, the Town will have until September 30, 2031 to expend the funds. Additional match funding will be needed beyond what is allocated for FY24, as some projects may be scheduled to begin several years in the future. SPET funds may also be considered for match funding for this grant. We continue to work on the final budget for this grant, which is due Tuesday, May 30th. The total match from the Town of Jackson is estimated to be between \$250,000 and \$500,000 total over 8 years (FY2024-FY2032), including administrative overhead. A letter of commitment will also be needed. See the attached briefing sheet and draft letter of commitment for more information. If matching funds are not secured, the Town will withdraw its application or decline the grant award.

With approval of the Town Manager's report, staff will proceed with submitting this grant application.

**Federal Fiscal Year 2024 Highway Safety Behavioral Program
Local Law Enforcement Supplemental Information**

Applicant Contact Information

Agency/Organization: Jackson Police Department

Unique Entity Identifier (formerly known as DUNS Number) -
(<https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-information-kit/unique-entity-identifier-update>):
042754077

Mailing Address: PO BOX 1687

City, State, Zip + 4: Jackson Wyoming 83001-1687

Project Administrator
Printed Name: Rob Andazola
Title: Sergeant
Telephone: 307-733-1430
e-mail: randazola@jacksonwy.gov
Authorizing Official for Agency/Organization
Printed Name: Michelle Weber
Title: Chief Of Police
Telephone: 307-733-1430
e-mail: mweber@jacksonwy.gov
Authorizing Official for Agency/Organization
Printed Name:
Title:
Telephone:
e-mail:
City/Town Clerk - Attestation
Printed Name:
Title:
Telephone:
e-mail:

Please email the supporting documents to highway.safetygrants@wyo.gov.

FEDERAL GRANT MONIES

**These questions relate to any Federal grant monies received for transit or safety activities.
(CFDA #20.600, 20.601, 20.607, etc.)**

		Yes	No
1.	Has the key (essential) personnel in the direct implementation and administration of the grant during the previous year remained the same? (Key personnel include the Grant Administrator, Accounting, Budget or Controller personnel) (2 CFR 200.331 (a) (6) (3)).	☒	☐
2.	Has the organization as a whole remained unchanged during the previous year?	☒	☐
3.	Has the accounting/financial system remained the same as last year? (There weren't any upgrades or modifications to the system.) (2 CFR 200.331(a)(6)(3))	☒	☐
	3a. If there were changes, please explain.		
4.	Does your entity receive Federal grant money directly from any Federal awarding agencies? FTA, NHTSA, etc. (These monies do not have any WYDOT involvement for applications, payments, etc.) (2 CFR 200.331(a)(6)(4)).	☒	☐
5.	Has a Federal agency monitored or inquired or been directly involved in the grant (2 CFR 200.331(a)(6)(4))	☐	☒
	5a. Has the Federal agency every performed a review or audit of the grant?	☐	☒
	5b. If yes, did the Federal agency determine that there were no financial or compliance issues? If no, please provide a description of the financial and/or compliance issues written up by the Federal agency.		
6.	Does your entity have written procedures for procurement transactions? (2 CFR 200.318-323) (*Required to received federal funding)	☒	☐

Funds Requested: Full Amount Occupant Protection Yes ☒ No ☐
If no, partial amount requested _____

Full Amount Impaired Driving Yes ☒ No ☐
If no, partial amount requested _____

Indirect Costs: (The amount of funds awarded does not increase by charging an indirect rate)

- ☒ Agency does not charge an indirect rate
☐ 10% De Minimums indirect rate (Does not require additional documentation.)
☐ Negotiate Indirect Rate (Verification of the approved indirect rate must be provided.)

Would you like to sign via electronic signature for Subawards (i.e. Adobe Sign)?
Yes ☐ No ☐

April 28, 2023

Via email: tsinclair@jacksonwy.gov

Town of Jackson
Attention: Tyler Sinclair, Interim Town Manager
P.O. Box 1687
Jackson, WY 83001

Dear Mr. Sinclair,

Thank you for taking the time to meet with me virtually on April 27, 2023.

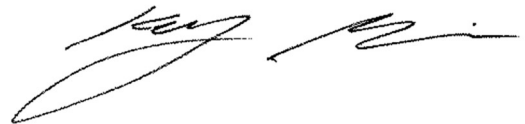
As discussed, Banff Town Council passed a motion to visit other comparable mountain resort communities to discuss topics such as housing, affordability, traffic congestion, long term tourism visioning and much more.

Banff Council, administration and representatives of our tourism industry would like to request an in-person visit to Jackson in the Fall of 2023 to hear your perspective on how Jackson manages and embraces living where the world visits. We look forward to hearing from you and working together in the future.

Yours truly,

C. DiManno

Corrie DiManno
Mayor



Kelly Gibson
Town Manager



ADMINISTRATION DEPARTMENT

The Honorable Pete Buttigieg
Secretary
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Town of Jackson's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

I am writing to express my strong support for the Town of Jackson's application to the Charging and Fueling Infrastructure grant program for the Jackson-Teton EV Charging Expansion Project. With grant funds, a partnership among the Town of Jackson, Teton County, and local sustainability organizations will develop a comprehensive charger location, operation, and maintenance plan and install up to 50 level 2 and level 3 charging stations at strategic, public locations throughout the Teton County region. By reducing greenhouse gas emissions and expanding access to charging infrastructure, the project will advance the region's climate, health, and mobility goals.

The Town of Jackson has committed to aggressive sustainability goals, including the Net Zero 2030 Resolution that was unanimously approved by our Town Council in April of 2020. As a gateway community to two national parks that are visited primarily by private vehicles, more than 60% of our community's greenhouse gas emissions are attributed to surface transportation. To reduce emissions, we need to transition to electric vehicles. Expanding public electric vehicle charging infrastructure will benefit residents who live in affordable and workforce housing units and do not have charging capabilities at home. It will benefit the roughly 40% of our local workforce who commute in from neighboring communities. It will benefit the tourists who travel through our town every year to visit our national parks and need dependable locations where they can charge their vehicles. Though we are a small town of just over 10,000 residents, we need services and infrastructure for the 3-4 million visitors who pass through our Town every year. Our local economy depends on our ability to serve the needs of visitors, and they need to be able to charge their vehicles.

The Town of Jackson is ready to be engaged and supportive of the Jackson-Teton EV Charging Expansion Project moving forward. We commit to provide the following resources and/or participate in the following project activities:

- The Town of Jackson will serve as the lead applicant, coordinating with partner organizations in the region to complete electric vehicle charging infrastructure expansion in the Town, the County, and Grand Teton and Yellowstone National Parks.



- The Town of Jackson recently hired a new position, our Ecosystem Stewardship Administrator, who will dedicate staff time to supporting the implementation of this grant.
- The Town of Jackson is committed to providing a 20% match for all electric vehicle charging infrastructure on Town-owned properties.
- The Town of Jackson will serve as a leader among rural mountain towns and will commit to sharing our successes and learnings with other mountain towns and gateway communities.

Please give Jackson's application the highest consideration. Thank you.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson



Jackson-Teton EV Charging Expansion Project

Partnership seeks DOT grant funding to significantly expand EV charging infrastructure at key public locations throughout the Teton County region

A regional partnership led by the Town of Jackson seeks \$X in Department of Transportation Charging and Fueling Infrastructure grant funding with \$X in match funding to install publicly accessible EV chargers. With grant funding and the assistance of local sustainability groups, the partnership will develop a comprehensive charger location, operation, and maintenance plan and install up to 50 level 2 and level 3 charging stations at strategic, public locations throughout the Jackson Hole region. By reducing greenhouse gas emissions and expanding access to charging infrastructure, the project will advance the region's climate, environmental health, and mobility goals.



Lower Valley Energy, the utility serving the Town of Jackson, produces some of the cleanest and cheapest electricity in the nation, providing residents, visitors, businesses, and government entities the opportunity to greatly reduce greenhouse gas emissions while also saving on fuel costs through EV adoption. The number of registered electric vehicles in the Town of Jackson has outpaced adoption at the national level, with demand for EV charging expected to grow exponentially in the coming years. According to Yellowstone-Teton Clean Cities, at recent growth rates, there will be 3,500 EVs registered in Teton County by 2030, with additional growth among regional travelers as EV range and highway charging infrastructure increases. To support this growth in EVs and foster easy adoption, Teton County will need at least 270 Level 2 charging stations and 23 DC Fast Charging stations. Currently, there are a total of 39 Level 2 charging ports and 10 DC charging ports in Teton County. Many of these stations are not publicly accessible, either because they are tied to lodging or are specifically for Teslas. Only a handful are considered workplace charging, where an employee can charge during their working hours, and there are no Level 2 charging stations currently available at multi-unit dwellings. The lack of existing chargers in conjunction with growing demand highlights the need to comprehensively invest in publicly accessible charging infrastructure to ensure that all users have easy access to EV charging.

Jackson and Teton County have been proactive in pushing for EV adoption and supporting the necessary charging infrastructure. In January, the Jackson Town Council approved the electric vehicle charging station (EVSE) Land Development Regulation (LDR) amendment to require



charging infrastructure and electric vehicle charging station “ready” spaces to support electric vehicle charging stations at newly constructed workplaces, multi-unit dwellings, and residential locations. This significant step builds on broader community development initiatives aimed at tackling the climate crisis and enhancing livability for all, which include investments into multi-modal transportation, higher-density workforce and affordable housing, and protecting natural habitats for recreational tourism and ecosystem health.

Leadership from this group of regional partners has designed this project to build on their progress and significantly expand public access to EV charging. With grant funding, the team will develop a comprehensive charger location, operation, and maintenance plan. The plan will identify the best locations for charging stations based on current and future demands, cost-effectiveness, feasibility, and existing infrastructure. The team seeks to locate chargers at a new mobility hub, higher-density workforce and affordable housing, workplaces, downtown retail and lodging, and recreational locations. Chargers at the new mobility hub (currently in the planning and design stages) will help to centralize connections to multi-modal transportation options and leverage EV charging investments to reduce vehicle trips and vehicle emissions. The plan will also help determine the best course of action of operating and maintaining regional charging infrastructure for public use. Finally, the project will fund the installation of up to 50 charging stations to meet projected demand, advancing the region’s climate, environmental health, and mobility priorities.

For more information contact Tanya Anderson, Ecosystem Stewardship Administrator for the Town of Jackson at tanderson@jacksonwy.gov or (307)734-4419