

Regular Town Council Meeting

February 5, 2024

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/82377458030?pwd=TGRBdGJNMHZ2UDNNTEo2dUFpQkRBdz09>

Or join at zoom.com with Webinar ID **823 7745 8030** and Password: **83001** or by phone **+1 669 900 9128**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Introduction of Edward Browne, Human Resource Specialist

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. January 8, 2024 Special Town Council Meeting
 - 2. January 8, 2024 Regular Town Council Meeting
 - 3. January 22, 2024 Regular Town Council Workshop
 - 4. January 22, 2024 Regular Town Council Meeting
- B. Disbursements
- C. Wyoming Department of Health Grant (Michelle Weber)
- D. 2024 Patching Contract Award (Brian Lenz)

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

- A. Housing
 - 1. Consideration of an Amendment to the Deed Restrictions at Kelly Place Condos (April Norton)

Please note that at any point during the meeting, the Mayor 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.

B. Planning

1. Request for LDR Text Amendment to the Neighborhood High Density-1 Zone (P23-168)
(Tyler Valentine)

VI. ORDINANCES

- A. Ordinance G: An Ordinance Amending the Land Development Regulations Regarding Complete Neighborhood Zones (Second Reading)
- B. Ordinances X & O: Ordinances Updating Required Bicycle Parking (P23-016) (Second Reading)
 1. Ordinance X: An Ordinance Regarding Required Bicycle Parking
 2. Ordinance O: An Ordinance Adding Appendix A Regarding Required Bicycle Parking

VII. MATTERS FROM MAYOR AND COUNCIL

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

Please note that at any point during the meeting, the Mayor 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.

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

Edward Browne, Human Resource Specialist

After thirty years building teams for hotels, Ed Browne is thrilled to have the opportunity to help build, develop, and celebrate the teams of the Town of Jackson. He is excited for this new opportunity to contribute and make a positive impact within the community. Ed, his wife Lauren, and their two boys love exploring all Jackson has to offer on their skis, bikes, and in their camper.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 8, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Lea Colasuonno, and Riley Taylor.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: January 17, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 8, 2024

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, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Michelle Weber, Paul Anthony, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Council recited the Pledge of Allegiance and Land Acknowledgement. Mayor Morton Levinson introduced Jason Pritchard and Joshua Cox.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from December 11, 2023 Special Town Council Meeting, December 18, 2023 Regular Town Council Workshop, and December 18, 2023 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$919.30; ADVANCED NETWORK MANAGEMENT, INC. \$52,887.14; AFFORDABLE ROAD AND DRIVE \$9,602.65; AFLAC \$2,399.87; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$192,834.83; ALPHAGRAPHICS \$28.61; AMAZON \$12,322.41; AMERICAN PUMP COMPANY \$1,244.99; ARCHITECTURAL BUILDING SUPPLY -\$3,687.96; ARISTORENAS, MARIA \$450.00; ARMSCOR CARTRIDGE INCORPORATED \$6,038.00; AT&T \$1,139.36; AUSTIN, CHRIS \$100.00; BADILLO, MARCELA \$450.00; BANK OF JACKSON HOLE \$45.00; BATCH PLANT PARTNERS LLC \$15,000.00; BERGMAN, PIERRE \$450.00; BIG R RANCH & HOME \$49.99; BLACK HAWK INDUSTRIAL \$250.96; BLUE SPRUCE CLEANERS, INC. \$73.08; BRIGGS, ERIC L \$150.80; BRIGHTLY \$18,580.80; BRISTOL, JAMES \$395.00; CARQUEST AUTO PARTS INC. \$141.02; CENTRALSQUARE \$5,627.87; CENTURYLINK \$2,424.72; CHARLIE'S PLUMBING OF JH \$748.00; CITY OF DRIGGS \$1,755.35; CONRAD & BISCHOFF INC. \$61,380.25; CONTROL SYSTEM TECHNOLOGY, INC. \$25,270.00; CORE & MAIN LP \$27,913.35; DAY, JEAN \$450.00; DELTA DENTAL PLAN OF WYOMING \$6,962.80; DICK ANDERSON CONSTRUCTION \$1,288,014.83; DIRECT AUTOMOTIVE DIST \$123.91; DIVISION OF CHILD SUPPORT ENFORCEMENT \$1,018.46; DOVER DRILLING \$253,196.65; DOYLE, MATTHEW \$100.00; DPC INDUSTRIES, INC. \$4,106.32; DUSTBUSTERS, INC \$10,161.20; DYNAMIC CONTROLS, LLC \$1,415.00; E.R. OFFICE EXPRESS \$802.10; ENERGY LABORATORIES INC. \$1,614.00; ESRI, INC \$550.00; EVANS CONSTRUCTION INC \$40,366.05; EVIDENT \$1,093.21; FALL RIVER PROPANE \$832.50; FALL RIVER RURAL ELECTIC \$101.02; FIRE SERVICES OF IDAHO \$280.00; FRITTS, JASON \$450.00; GILLIG LLC \$1,437.25; GM SHEET METAL LLC \$109.00; GRAND TARGHEE RESORT \$144,052.00; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$2,336.58; HOLDEN, SHAWN \$265.50; HUB INTERNATIONAL \$3,221.50; IDAHO CHILD SUPPORT RECEIPTING \$1,128.40; IDAHO STATE TAX COMMISSION \$7,526.00; IMMIGRANT HOPE \$2,000.00; INTERSTATE BATTERY \$397.85; JACKSON CURBSIDE INC. \$1,130.00; JACKSON DOWNTOWNER, LLC \$84,346.31; JACKSON GROUP LOCKBOX \$727.76; JACKSON HOLE CHILDRENS MUSEUM \$5,000.00; JACKSON HOLE CLIMATE ACTION COLLECTIVE \$2,500.00; JACKSON HOLE NEWS & GUIDE \$2,866.00; JACKSON LUMBER INC \$22.80; JACKSON PAINT AND GLASS, INC. \$666.10; JH20 WATER CONDITIONING & FILTRATION \$62.50; JORGENSEN ASSOCIATES, PC \$129,856.22; KAUFMAN'S OK TIRE \$40.00; KRUEGER, ERICA JADE \$450.00; LEGACY PHILANTHROPY WORKS \$2,500.00; LEPCO \$1,332.40; LOCAL GOV'T LIABILITY POOL \$1,000.00; MATEOSKY CONSTRUCTION \$16,000.00; MEAD & HUNT \$11,351.25; METROQUIP INC \$68.62; MID-AMERICA RESEARCH CHEMICAL \$728.95; MINUTEMAN SECURITY TECHNOLOGIES \$73,233.53; NAPA AUTO PARTS INC. \$598.93; NATIONAL ASSOCIATION OF CLEAN WATER AGNC \$800.00; NELSON ENGINEERING \$6,882.50; NOLAND, STACY \$450.00; ON SIGHT LAND SURVEYORS INC. \$300.00; ONE 22, INC. \$81,000.00; ONE CALL OF WYOMING \$231.00; PALAZZOLO, MICHAEL \$7,086.26; PITTS, JASON \$155.00; POLISEO, FLOREN \$41.00; PREMIER TRUCK- SALT LAKE CITY -\$957.97; PREMIER VEHICLE INSTALLATION, INC \$203.37; PROTERRA \$12,519.30; PRUETT, MICHAEL \$1,000.00; RAFTELIS \$540.00; RT1 INC \$22.52; SANCHEZ-MACHUCA,

ROSA \$450.00; SCHWARTZ, ANDY \$8,334.00; SENIOR CENTER OF JACKSON HOLE \$35,505.00; SHERWIN-WILLIAMS CO. \$52.24; SILVER CREEK SUPPLY \$499.93; SILVERSTAR \$2,696.44; SNAKE RIVER MEP COMPLETE, INC \$2,716.36; SNAKE RIVER ROASTING \$329.25; SNAKE RIVER TREE & SHRUB \$1,168.00; SNOW KING HOTEL \$460.13; SOSA'S JANITORIAL SERVICE \$8,640.00; SOUTH FORK SUPPLY, LLC \$215,030.00; SPECTRUM \$99.99; SPRING CREEK ANIMAL HOSPITAL \$4,342.17; STANDARD INSURANCE COMPANY \$10,301.77; SUBLETTE COUNTY SHERIFF'S OFFICE \$4,550.00; SUBURBAN PROPANE \$53.00; SUNRISE ENVIRONMENTAL \$2,811.90; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TEAM LABORATORY CHEMICAL CORP \$1,248.50; TETON COUNTY CLERK \$556,482.33; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$143.60; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$28,053.71; TETON COUNTY-FUND 10 \$96,659.73; TETON COUNTY-FUND 13 \$1,511.10; TETON COUNTY-FUND 19 \$1,080,797.53; TETON MOTORS INC \$280.66; TETON ROPE ACCESS AND SERVICES, LLC \$517.50; THE CHILDREN'S LEARNING CENTER \$37,822.75; THE TIRE RACK, INC. \$1,001.72; TIMBERLINE CONCRETE \$4,894.50; TOP TIER TOOLS LLC \$388.50; UCM DIGITAL HEALTH, INC \$461.50; USA BLUE BOOK \$187.73; VALLEY OFFICE SYSTEMS \$663.43; VERIZON WIRELESS \$9,852.62; VISA \$31,937.87; VISION SERVICE PLAN - (WY) \$1,826.20; VOICES JACKSON HOLE \$5,842.50; WATTS STEAM STORE ROCKY MT. INC \$14,618.86; WEST COAST CODE CONSULTANTS \$3,880.00; WESTBANK SANITATION \$1,045.90; WESTERN STATE \$12,652.64; WILSON HARDWARE \$14.64; WRENCH IT PLUMBING & HEATING INC \$150.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$12,467.50; WY CHILD SUPPORT ENFORCEMENT \$138.44; WY WORKERS' SAFETY & COMP \$31,464.05; WYOMING ASSOC OF RURAL WATER S \$694.00; WYOMING DEPARTMENT OF ENVIRONMENTAL QUAL \$400.00; WYOMING FIRST AID & SAFETY \$94.55; WYOMING RETIREMENT SYSTEM \$249,053.59

C. **Official Depositories.** To designate Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson for 2024.

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

EV Truck Purchase for the Water Division. Johnny Ziem made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the purchase of a used Ford Lightning All-Electric (EV) truck in an amount not to exceed \$48,500 and direct staff to include the budget overage of \$11,500 to the Water Fund in the next budget amendment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Tree City Application. Andy Erskine made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve signature and submittal of Tree City USA application for the Town of Jackson. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Letter to State Legislators. Susan Scarlata and Andy Shwartz made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve the letter to our State Legislators, authorize the Mayor to execute it, and direct staff to send it, subject to minor changes. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Request for LDR Text Amendment to the Neighborhood High Density-1 Zone (P23-168). Tyler Valentine made staff comment. Kristi Malone made applicant comment. Daniel Ragsdale, Earl Lindale, Julien Hass, Alexis Weaver, and Judd Grossman made public comment. Council held discussion with staff.

Council recessed at 6:16pm and reconvened at 7:27pm.

A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve an LDR Text Amendment (P23-168) to the NH-1 zone, specifically to allow a 4th story and height bonus for workforce housing, based upon factors 1-6 as presented below, the department reviews, and this staff report dated January 8, 2024:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;

- 4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;
- 5. Improves implementation of the Comprehensive Plan; and
- 6. Is consistent with other adopted Town Ordinances.

Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jessica Sell Chambers, and Arne Jorgensen in favor and Jonathan Schechter and Jim Rooks opposed. The motion carried.

At the regularly scheduled January 22, 2024 Town Council meeting, action was taken to reconsider the vote on this request for LDR Text Amendment to the Neighborhood High Density-1 Zone (P23-168). The item will be reconsidered at the February 5, 2024 regular Town Council meeting.

Stilson Transit Center Facility Project General Contracting Service. Johnny Ziem and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to:

- 1. Award the Pre-Construction and Construction Manager/General Contractor Services for the construction of the Stilson Transit Center Facility Project to Dick Anderson Construction of Jackson, Wyoming, and authorize the Mayor to execute all necessary documents, subject to minor changes by staff.
- 2. Approve the Pre-Construction services for the Stilson Transit Center Facility Project at a cost not to exceed \$55,550.00.

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 Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance F. An Ordinance Amending the Land Development Regulations Regarding General Provisions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1115, 1121, 1148, 1199, 1273, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1158, AND SECTIONS 1.3.2, 1.6.3, 1.9.2.B, 1.9.3.B, AND 1.9.5.C, OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING GENERAL PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance G. An Ordinance Amending the Land Development Regulations Regarding Complete Neighborhood Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1159, 1196, 1197, 1198, 1210, 1211, 1212, 1214 THROUGH 1222, 1273, 1278, 1299, 1313, 1316, 1338, 1343; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122 AND 1149; SECTIONS 3 THROUGH 12 OF TOWN OF JACKSON ORDINANCE NO. 1348; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, AND 2.3.13 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING COMPLETE NEIGHBORHOOD ZONES 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:

Ordinance H. An Ordinance Amending the Land Development Regulations Regarding Rural Area Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 3.3.1.B OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING RURAL AREA ZONES 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:

Ordinance I. An Ordinance Amending the Land Development Regulations Regarding Special Purpose Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1198; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1161; AND SECTIONS 4.2.1, 4.2.2, AND 4.4.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SPECIAL PURPOSE ZONES 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:

Ordinance J. An Ordinance Amending the Land Development Regulations Regarding Physical Development Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197, 1273, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1124, AND 1151; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 1124 AND 1151; AND SECTIONS 5.4.3, 5.5.3, 5.5.4, 5.5.5, 5.7.2, 5.7.4, AND 5.8.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES 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:

Ordinance K. An Ordinance Amending the Land Development Regulations Regarding Use Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1125, 1152, 1163, 1170, 1196, 1197, 1198, 1221, 1270, 1299, 1313, AND 1348; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (part), 1125, 1152, and 1170; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1139; SECTIONS 4, 5, AND 10 OF TOWN OF JACKSON ORDINANCE NO. 1163; AND SECTIONS 6.1.1, 6.1.4, 6.1.6, 6.1.11, 6.1.12, 6.2.2, 6.2.5, 6.3.3, 6.3.5, 6.4.1, AND 6.4.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING USE STANDARDS APPLICABLE IN ALL ZONES 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:

Ordinance L. An Ordinance Amending the Land Development Regulations Regarding Development Option and Subdivision Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1126, 1153, 1197, 1198 AND 1225; SECTION 2 TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1126 AND 1153; SECTION 4 TOWN OF JACKSON ORDINANCE NOS. 1126 AND 1153; AND SECTIONS 7.1.1 THROUGH 7.1.6, 7.2.2, 7.6.3, 7.7.2, AND 7.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES 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:

Ordinance M. An Ordinance Amending Land Development Regulations Regarding Administrative Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1165, 1167, 1274, AND 1312; SECTION 2 TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTIONS 8, 9, AND 11 TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 8.8.2, 8.2.11, 8.2.13, 8.3.2 THROUGH 8.3.6, 8.4.2, 8.4.3, 8.5.3 THROUGH 8.5.6, 8.6.2, 8.6.3, 8.7.2, 8.7.3, 8.7.4, 8.8.2 THROUGH 8.8.5, 8.9.2, 8.10.5, AND 8.10.6 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ADMINISTRATIVE PROCEDURES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance N. An Ordinance Amending the Land Development Regulations Regarding Definitions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1097, 1128, 1155, 1196, 1197, 1198, 1277, AND 1313; SECTION 2 TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 TOWN OF JACKSON ORDINANCE NOS. 1128, 1136, 1155, and 1166; SECTION 4 TOWN OF JACKSON ORDINANCE NO. 1166; AND SECTIONS 9.4.8, 9.4.9, 9.4.17, 9.5.A, 9.5.H, 9.5.K, 9.5.L, AND 9.5.S OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Paul Anthony made staff comment. RuthAnn Petroff made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve ordinances F, G, H, I, J, K, L, M, and N on first reading with the following amendment items deleted:

- 4 – replacement of nonconforming structures
- 9 – fence standards
- 27 – landscaping bond
- 32 – residential unit definition
- 38 – guest parking
- 42 – ADA parking
- 46 – snow storage
- 71 – plat content
- 73
- 78 – residential architectural projections

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

Ordinance X. An Ordinance Updating Required Bicycle Parking. No action was taken.

Matters from Mayor and Council. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to initiate a comprehensive and collaborative review of the Fire/EMS joint powers agreement between the Town of Jackson and Teton County, including but not limited to topics of leadership structure, oversight, and future funding. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to initiate a collaborative exploration of a long-term lease extension beyond 2030 for the Teton County Fair and Rodeo Grounds. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to work with council to develop, articulate, and include in all Joint Powers Agreements and similar agreements a description of why the town enters into Joint Powers Agreements in general, and in the case of each specific JPA (or similar agreement), why it is entering into that agreement in particular. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks in favor and Jessica Sell Chambers opposed. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on letters of support for ongoing START grant applications and temporary sign permits. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:25 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: January 17, 2023

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

JANUARY 22, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Lea Colasuonno, Johnny Ziem, Brian Lenz, Paul Anthony, Michelle Weber, Russ Ruschill, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Executive Session. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to recess meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council reconvened at 2:39pm.

Snow King and Willow Stop Sign. Brian Lenz made staff comment. Council held discussion with staff. Sam Petri and Phil Cameron made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to convert the intersection of Snow King Ave. and Willow Street to a 4-way stop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 3:14pm and reconvened at 3:19pm.

Equity Task Force Recommendations. Susan Scarlata made staff comment. Brandon Hernandez, Jason Fritts, Marcela Badillo, Miki Aristorenas, Pierre Bergman, Jean Day, and Jade Kruger presented with the Equity Task Force. 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 revise the Equity Task Force resolution to renew this Task Force for another two-year term with refinements detailed in the staff report and to direct staff to update and bring back the related resolution for Council consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to write a proclamation recognizing Indigenous Peoples' Day for Council to read before the 2nd Monday in October each year. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to bring back scoping reports about taking steps to further accessibility at all Town buildings and sites. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to add agenda items to the upcoming Council retreat regarding parking and using an equity framework in capital planning. Jim Rooks accepted a friendly amendment made by Jessica Sell Chambers to specify overnight on-street winter parking. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Community Solar. Tanya Anderson made staff comment. Phil Cameron and Zach Isler made comment on behalf of Lower Valley Energy. Mayor Morton Levinson stepped out of the meeting at 4:56pm. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve including the Wastewater Treatment Plan in Energy Conservation Works' detailed site analysis for a Community Solar Project and direct staff to return to Council to report on the findings. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There was no discussion.

Council Priorities and Upcoming Agendas. There was no discussion.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 5:00 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: January 31, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 22, 2024

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, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Michelle Weber, Paul Anthony, Katelyn Page, Susan Scarlata, and Riley Taylor.

Council recited the Pledge of Allegiance and Land Acknowledgement.

Public Comment. Samuel Singer, Allen Galbraith, Jim Wallace, Michael Stern, Christine May, Steve Jellie, Peri Stern on behalf of Dick Criag, Peri Stern, Tammy Christel, Stefania Fram, made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the consent calendar including items B-D as presented with the following motions:

- B. **Disbursements.** To approve the disbursements as presented. ACE HARDWARE \$374.57; ADVANCED NETWORK MANAGEMENT, INC. \$60,120.98; ALDER ENVIRONMENTAL LLC \$356.25; ALPHAGRAPHICS \$3,142.58; AMAZON \$531.63; ANTLER MOTEL, INC. \$36,270.00; ARCHITECTURAL BUILDING SUPPLY \$1,850.27; AT&T \$251.88; AXON ENTERPRISES, INC \$9,500.99; BADURA, KYLE \$155.00; BLUE SPRUCE CLEANERS, INC \$136.37; BOLAND, ANITA \$6,600.00; BRIGGS, ERIC L \$29.65; BURKHOLDER, SHAWN \$1,942.50; BUTTE WEST, LLC \$5,914.14; CARAHSOFT TECHNOLOGY CORP \$7,500.00; CASELLE INC. \$1,897.00; CHAMBERS, JESSICA \$365.45; CITY OF DRIGGS \$2,107.86; CLIMB WYOMING \$1,531.25; CONRAD & BISCHOFF INC. \$695.97; CONTROL SYSTEM TECHNOLOGY, INC. \$24,737.50; CORE & MAIN LP \$1,310.64; CRAWLEY, DEBBIE \$898.66; DELCON INC \$1,641.85; DIAMOND MANUFACTURING \$6,360.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$150.00; E.R. OFFICE EXPRESS \$481.10; ENERGY LABORATORIES INC. \$958.00; ESRI, INC \$1,100.00; ETNA TRADE PARK LLC \$4,062.00; EVANS, SARA \$200.00; FALL RIVER PROPANE \$2,871.39; FERGUSON ENTERPRISES, INC \$88.90; FIRE SERVICES OF IDAHO \$305.00; FIRST REPUBLIC BANK \$3,000.00; FLEETPRIDE \$4,334.30; FLORES, JUANITA \$320.00; GE SOFTWARE \$80.00; GFOA \$460.00; GILLIG LLC \$3,026.01; GLICK, RENEE \$2,000.00; GODFREY, AMY \$1,500.00; HARMONY DESIGN, INC \$598.75; HIGH COUNTRY LINEN \$1,048.02; HOLE FOOD RESCUE \$6,250.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; INTERMOUNTAIN SWEEPER CO. \$41,430.00; INTERSTATE BATTERY \$1,535.35; IVY OUTDOOR SERVICES LLC \$6,637.50; JACKSON GROUP LOCKBOX \$214.64; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$3,397.30; JONES SIMKINS \$5,970.00; JORGENSEN ASSOCIATES, PC \$3,328.47; LEADSONLINE LLC \$4,995.00; LENOVO (UNITED STATES) INC. \$1,831.68; LEPCO \$5,721.73; LOWER VALLEY ENERGY INC \$41,954.14; MACY'S SERVICES \$2,120.00; MARKMAN, JASON \$1,995.00; MICROSOFT -\$487.42; MINUTEMAN SECURITY TECHNOLOGIES \$360.00; MOBILITY FOREFRONT LLC \$35,000.00; MOHROR, SCOTT \$1,258.06; MOTOR COACH INDUSTRIES \$558.83; MOVIEWORKS, LLC \$4,032.00; MSC INDUSTRIAL SUPPLY CO \$1,358.07; MUNGER MOUNTAIN SNOW REMOVAL \$640.00; NAPA AUTO PARTS INC. \$1,895.52; NELSON ENGINEERING \$10,907.25; NEW WEST BUILDING COMPANY INC. \$65,625.00; ONE CALL OF WYOMING \$86.25; PEREZ, GUSTAVO \$1,500.00; PREMIER TRUCK- SALT LAKE CITY \$6,258.32; QUADIENT FINANCE USA, INV \$2,105.36; QUICK BROWN FOX LLC \$550.00; R & A SAFETY LLC \$955.00; RAFTER J IMPROV/SERV DIST \$292.86; RODECK, MALCOM \$2,950.00; SAFETY SUPPLY & SIGN CO., INC. \$2,610.83; SERENITY DEVELOPMENT \$14,500.00; SILVERSTAR \$869.73; SNAKE RIVER MEP COMPLETE, INC \$645.00; SNAKE RIVER ROASTING \$47.00; SPRING CREEK ANIMAL HOSPITAL \$1,068.22; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STINKY PRINTS, INC \$18.75; STONE, KIRK \$2,940.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$413.00; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$51,600.16; TETON MOTORS INC \$5,874.14; TETON TRASH REMOVAL, INC. \$103.00; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$930.15; THYSSEN KRUPP ELEVATOR CORP. \$5,205.41; TITLE 22 CONSULTANTS \$516.09; T-MOBILE \$24.84; TREFONAS LAW, P.C. \$285.00; UHL, ANTHONY \$155.00; UPPER CASE PRINTING INK \$476.42;

USA BLUE BOOK \$884.44; VALLEY OFFICE SYSTEMS \$72.90; VICTOR VILLAGE, LLC \$1,560.00; WESTBANK SANITATION \$1,224.81; WHITE GLOVE CLEANING, INC. \$2,633.88; WILMA D SORSBY TRUST \$3,150.00; WILSON, JOHN \$2,200.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$6,614.00; WY CHILD SUPPORT ENFORCEMENT \$69.22; WYOMING ASSOC OF CHIEFS \$400.00; WYOMING ASSOCIATION OF RURAL WATER SYS \$913.00; WYOMING GARAGE DOOR, LLC \$1,252.50; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$1,085.00

- C. **December Municipal Court Report.** To accept the December Municipal Court Report into record.
- D. **Partial Vacation without Replat at 80 E Karns (P23-211).** To acknowledge a Partial Vacation without Replat for LOTS 1 & 2, BLK. 6, MEADOWLAND Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, minor changes by staff, and the staff report dated January 22, 2024.

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

Meeting Minutes. Council held discussion with staff. Lea Colasuonno made staff comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to reconsider item P23-168 Request for LDR Text Amendment to the Neighborhood High Density-1 Zone. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue minutes from the January 8, 2024 Special Town Council Meeting and January 8, 2024 Regular Town Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Cooperative Agreement for Reconnaissance Report Urban Systems Funds for Willow & Gill Safe Streets. Charlotte Frei made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the Cooperative Agreement between the Wyoming Department of Transportation and Town of Jackson and authorize the Mayor to execute the necessary document(s), subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Subdivision Plat for Parkside at Benson Brown Station (P23-194). A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to continue the request for a Subdivision Plat for the Parkside at Benson Brown Station Town Home Addition (P23-194) to the regularly scheduled Town Council meeting on February 26, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-01: FY24 Budget Amendment #2. Kelly Thompson made staff comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 24-01 adopting amendments to the fiscal year 2024 budget. 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 Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance G. An Ordinance Amending the Land Development Regulations Regarding Complete Neighborhood Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1159, 1196, 1197, 1198, 1210, 1211, 1212, 1214 THROUGH 1222, 1273, 1278, 1299, 1313, 1316, AND 1338; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122 AND 1149; SECTIONS 3 THROUGH 12 OF TOWN OF JACKSON ORDINANCE NO. 1348; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, AND 2.3.13 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING COMPLETE NEIGHBORHOOD ZONES 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:

Ordinance F. An Ordinance Amending the Land Development Regulations Regarding General Provisions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1115, 1121, 1148, 1199, 1273, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1158, AND SECTIONS 1.3.2, 1.6.3, 1.9.2.B, 1.9.3.B, AND 1.9.5.C, OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING GENERAL PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance H. An Ordinance Amending the Land Development Regulations Regarding Rural Area Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 3.3.1.B OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING RURAL AREA ZONES 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:

Ordinance I. An Ordinance Amending the Land Development Regulations Regarding Special Purpose Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1198; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1161; AND SECTIONS 4.2.1, 4.2.2, AND 4.4.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SPECIAL PURPOSE ZONES 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:

Ordinance J. An Ordinance Amending the Land Development Regulations Regarding Physical Development Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197, 1273, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1124, AND 1151; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 1124 AND 1151; AND SECTIONS 5.4.3, 5.5.3, 5.5.4, 5.7.2, 5.7.4, AND 5.8.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES 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:

Ordinance K. An Ordinance Amending the Land Development Regulations Regarding Use Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1125, 1152, 1163, 1170, 1196, 1197, 1198, 1221, 1270, 1299, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (part), 1125, 1152, and 1170; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1139; SECTIONS 4, 5, AND 10 OF TOWN OF JACKSON ORDINANCE NO. 1163; AND SECTIONS 6.1.1, 6.1.6, 6.1.11, 6.1.12, 6.2.2, 6.2.5, 6.3.3, 6.3.5, 6.4.1, AND 6.4.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING USE STANDARDS APPLICABLE IN ALL ZONES 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:

Ordinance L. An Ordinance Amending the Land Development Regulations Regarding Development Option and Subdivision Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1126, 1153, 1197, AND 1225; SECTION 2 TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1126 AND

1153; SECTION 4 TOWN OF JACKSON ORDINANCE NOS. 1126 AND 1153; AND SECTIONS 7.1.21 THROUGH 7.1.6, 7.2.2, 7.6.3, 7.7.2, AND 7.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES 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:

Ordinance M. An Ordinance Amending Land Development Regulations Regarding Administrative Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1165, 1167, 1274, AND 1312; SECTION 2 TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 11 TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 8.8.2, 8.2.11, 8.2.13, 8.3.2 THROUGH 8.3.6, 8.4.2, 8.4.3, 8.5.3 THROUGH 8.5.6, 8.6.2, 8.6.3, 8.7.2, 8.7.3, 8.7.4, 8.8.2 THROUGH 8.8.5, 8.9.2, 8.10.5, AND 8.10.6 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ADMINISTRATIVE PROCEDURES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance N. An Ordinance Amending the Land Development Regulations Regarding Definitions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1097, 1128, 1155, 1196, 1198, AND 1277; SECTION 2 TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 TOWN OF JACKSON ORDINANCE NOS. 1128, 1136, 1155, AND 1166; SECTION 4 TOWN OF JACKSON ORDINANCE NO. 1166; AND SECTIONS 9.4.8, 9.4.9, 9.4.17, 9.5.A, 9.5.H, 9.5.L, AND 9.5.S OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance G on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinances F, H, I, J, K, L, M, and N on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance X. An Ordinance Amending Land Development Regulations Regarding Required Bicycle Parking.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074, 1125, 1152 AND 1170; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 1163; AND SECTIONS 6.2.2, 6.2.3, 6.2.4, 6.2.5, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING REQUIRED BICYCLE PARKING.

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

Ordinance O. An Ordinance Adding Appendix A to the Town of Jackson Land Development Regulations Regarding Required Bicycle Parking.

AN ORDINANCE ADDING APPENDIX A TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING REQUIRED BICYCLE PARKING.

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

Katelyn Page made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Ordinances X and O on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to fully analyze and present all information related to the possible utilization of CR-3 zoning, including a voluntary commercial restriction, as part of the next regular meeting agenda item related to the Virginian RV Park Housing Project. Paul Anthony made staff comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on catering permits, staffing, the Town Council retreat, Volkswagen settlement funds application, and Bureau of Land Management Wyoming Wildlife Program grant application. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen 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 Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:10 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: January 31, 2024

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
425	ACE EQUIPMENT & SUPPLY	176395	POLY BRUSH	01/09/2024	626.76	.00	
Total 425:					626.76	.00	
51	ACE HARDWARE	847374	SUPPLIES	11/08/2023	69.52	.00	
51	ACE HARDWARE	847394	SCREWS	11/08/2023	1.15	.00	
51	ACE HARDWARE	847549	SUPPLIES	11/09/2023	34.95	.00	
51	ACE HARDWARE	848343	CAP BOLTS	11/15/2023	20.76	.00	
51	ACE HARDWARE	850027	SUPPLIES	11/30/2023	41.83	.00	
51	ACE HARDWARE	854653	SUPPLIES	01/10/2024	7.89	.00	
51	ACE HARDWARE	854794	tubing	01/12/2024	45.35	.00	
51	ACE HARDWARE	854829	MICROWAVE	01/12/2024	149.99	.00	
51	ACE HARDWARE	855018	CREDIT	01/15/2024	149.99-	.00	
51	ACE HARDWARE	855041	SCREWS	01/15/2024	8.99	.00	
51	ACE HARDWARE	855334	GARBAGE BAGS	01/17/2024	48.97	.00	
51	ACE HARDWARE	855362	SNOW SHOVEL	01/17/2024	49.98	.00	
51	ACE HARDWARE	855383	KNEE PADS	01/18/2024	39.99	.00	
Total 51:					369.38	.00	
6861	ADVANCED NETWORK MANAG	BD0062076	ARUBA 6200M	01/09/2024	6,911.39	.00	
6861	ADVANCED NETWORK MANAG	BD0062277	FOUNDATION CARE NBD SERVI	01/17/2024	914.00	.00	
Total 6861:					7,825.39	.00	
6524	ALPHAGRAPHICS	JX-356224	SIGNAGE	12/15/2023	100.00	.00	
6524	ALPHAGRAPHICS	JX-358180	2024 STICKERS	01/02/2024	309.88	.00	
6524	ALPHAGRAPHICS	JX-360474	BUS SIGNAGE	01/15/2024	388.01	.00	
Total 6524:					797.89	.00	
5726	AMAZON	14KC-NMC1-3	SCAN JET	01/22/2024	2,201.98	.00	
5726	AMAZON	1CPY-QQG1-4	DISPLAY PORT CABLE	01/17/2024	167.49	.00	
5726	AMAZON	1K76-NC4D-N6	SUPER ASBORB	01/11/2024	102.60	.00	
5726	AMAZON	1N1L-KH3K-96	LAPTOP AND BAG	01/19/2024	2,341.85	.00	
5726	AMAZON	1NJF-J4XQ-3J	SABRENT THUNDERBOLT	01/08/2024	299.99	.00	
5726	AMAZON	1QY9-X6G4-1X	OFFICE CHAIRS	01/18/2024	477.00	.00	
Total 5726:					5,590.91	.00	
4389	APPLE INC	MA44637678	IPAD KEYBOARDS	01/10/2024	3,290.00	.00	
4389	APPLE INC	MA57782509	IPADS	01/16/2024	12,280.00	.00	
Total 4389:					15,570.00	.00	
7027	ARISTORENAS, MARIA	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7027:					450.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	01/18/2024	1,098.38	.00	
1783	AT&T	287272169264	ACCOUNT #287272169264	01/12/2024	43.23	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	01/11/2024	251.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1783:					1,393.49	.00	
7028	BADILLO, MARCELA	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7033:					450.00	.00	
4774	BIG R RANCH & HOME	1654175	SHLEIVING	01/20/2024	119.55	.00	
Total 4774:					119.55	.00	
7394	BOLAND, ANITA	012624	late fee	01/26/2024	230.00	.00	
Total 7394:					230.00	.00	
7345	CAMP ON INC	01102024	REIMBURSE FOR CABIN CLEA	01/10/2024	1,639.05	.00	
Total 7345:					1,639.05	.00	
544	CENTURYLINK	307-111-5050-2	307-111-5050 246m	01/07/2024	2,178.87	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	01/13/2024	48.72	.00	
Total 544:					2,227.59	.00	
6257	CERTIFIED LABORATORIES	8531379	XTREME ALL SEASONS	01/11/2024	13,176.95	.00	
Total 6257:					13,176.95	.00	
7089	CHARLIE'S PLUMBING OF JH	11155	SINK DRAINS	12/29/2023	59.00	.00	
7089	CHARLIE'S PLUMBING OF JH	11270	PARK SHOP	01/15/2024	1,747.00	.00	
Total 7089:					1,806.00	.00	
69	COMMUNITY ENTRY SERVICES	010824	3RD QUARTER	01/08/2024	45,000.00	.00	
Total 69:					45,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-862802-24	DIESEL FUEL AND GAS	01/06/2024	18,853.07	.00	
514	CONRAD & BISCHOFF INC.	IN-862807-24	DIESEL	01/06/2024	10,003.53	.00	
514	CONRAD & BISCHOFF INC.	IN-876228-24	DEF BULK	01/15/2024	374.88	.00	
514	CONRAD & BISCHOFF INC.	IN-876847-24	DIESEL FUEL AND GAS	01/17/2024	26,105.20	.00	
Total 514:					55,336.68	.00	
4887	CONTROL SYSTEM TECHNOLO	11030	WATER SCADA	01/02/2024	1,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11067	wwtp control service	01/22/2024	19,980.00	.00	
Total 4887:					21,480.00	.00	
1691	CORE & MAIN LP	U179677	PROCODER MTR	01/10/2024	13,455.88	.00	
Total 1691:					13,455.88	.00	
6243	DAY WIRELESS SYSTEMS	INV809326	RADIO PROGRAMMING	01/18/2024	4,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6243:					4,500.00	.00	
7030	DAY, JEAN	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7030:					450.00	.00	
148	DELL	10723807479	CAPTIVATE	01/10/2024	551.10	.00	
148	DELL	10724385597	DELL LATITUDE	01/12/2024	15,486.77	.00	
148	DELL	10725922477	DELL nvme	01/22/2024	120.24	.00	
Total 148:					16,158.11	.00	
708	DELTA DENTAL PLAN OF WYOM	010124	ADMIN FEE	01/01/2024	665.60	665.60	01/18/2024
708	DELTA DENTAL PLAN OF WYOM	010124	DECEMBER CLAIMS	01/01/2024	5,396.20	5,396.20	01/18/2024
Total 708:					6,061.80	6,061.80	
7037	DICK ANDERSON CONSTRUCTI	012224	FUEL ISLAND	01/22/2024	74,812.50	.00	
7037	DICK ANDERSON CONSTRUCTI	012224	CORE SERVICES	01/22/2024	1,165,897.93	.00	
7037	DICK ANDERSON CONSTRUCTI	012224	START OFFICE	01/22/2024	6,509.99	.00	
Total 7037:					1,247,220.42	.00	
6883	DIVISION OF CHILD SUPPORT	012524	DCSE CASE #0005405448	01/25/2024	509.23	509.23	01/25/2024
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	21931	Office Supplies	01/18/2024	390.88	.00	
3408	E.R. OFFICE EXPRESS	21933	ENVELOPES	01/18/2024	139.92	.00	
3408	E.R. OFFICE EXPRESS	21937	Office Supplies	01/18/2024	105.03	.00	
3408	E.R. OFFICE EXPRESS	21965	PAPER	01/23/2024	119.98	.00	
Total 3408:					755.81	.00	
1134	ENERGY LABORATORIES INC.	607095	INFLUENT AND EFFLUENT	01/16/2024	479.00	.00	
1134	ENERGY LABORATORIES INC.	607928	INFLUENT AND EFFLUENT	01/19/2024	479.00	.00	
Total 1134:					958.00	.00	
6753	ESRI, INC	94641381	ONLINE CREATER	01/10/2024	550.00	.00	
Total 6753:					550.00	.00	
3550	EXPOSURE SIGNS INC	8109	SIGNAGE	01/10/2024	4,070.00	.00	
Total 3550:					4,070.00	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0124	ELECTRIC @ CHATHAM LOOP	01/22/2024	128.97	.00	
Total 7168:					128.97	.00	
4294	FIRE SERVICES OF IDAHO	12539383	PEARL INSTALL	11/30/2023	420.00	.00	
4294	FIRE SERVICES OF IDAHO	12544382	ANNUAL ALARM MONITORING	01/17/2024	420.00	.00	
Total 4294:					840.00	.00	
4709	FLEETPRIDE	113653359	SRS	01/04/2024	39.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4709	FLEETPRIDE	113653492	ELBOW	01/04/2024	138.60	.00	
Total 4709:					178.28	.00	
668	FREEDOM MAILING SERVICE I	46948	UTILITY BILLING	01/10/2024	887.09	.00	
668	FREEDOM MAILING SERVICE I	46948	UTILITY BILLING	01/10/2024	887.10	.00	
668	FREEDOM MAILING SERVICE I	46948	INSERT	01/10/2024	44.70	.00	
Total 668:					1,818.89	.00	
4394	FREMONT MOTOR CO.	89971 0124	2023 FORD F150	01/11/2024	48,200.00	.00	
Total 4394:					48,200.00	.00	
7034	FRITTS, JASON	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7034:					450.00	.00	
6633	FURBER, WINSLOW	012324	REIMBURSE GARAGE DOOR	01/23/2024	59.93	.00	
Total 6633:					59.93	.00	
4212	GILLIG LLC	41125957	BELT	01/08/2024	379.24	.00	
4212	GILLIG LLC	41127970	LAMP	01/12/2024	231.60	.00	
4212	GILLIG LLC	41129098	BRAKE CHAMBER	01/16/2024	486.76	.00	
4212	GILLIG LLC	41129099	BRAKE	01/16/2024	973.52	.00	
4212	GILLIG LLC	41129625	SPRING ASM	01/17/2024	99.90	.00	
4212	GILLIG LLC	41130157	VALVE ASY	01/18/2024	309.28	.00	
Total 4212:					2,480.30	.00	
7342	HARMONY DESIGN, INC	23628	E SAFETY	01/09/2024	357.50	.00	
Total 7342:					357.50	.00	
7031	HERNANDEZ, BRANDON	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0415353	LAUNDRY BAG AND TOWELS	12/18/2023	101.02	.00	
96	HIGH COUNTRY LINEN	0417174	ADMIN	12/28/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0417174	SHOP SUPPLIES	12/28/2023	51.85	.00	
96	HIGH COUNTRY LINEN	0417174	FACILITY	12/28/2023	6.65	.00	
96	HIGH COUNTRY LINEN	0417174	ADMIN	12/28/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0417174	FLEET	12/28/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0417174	WATER	12/28/2023	22.71	.00	
96	HIGH COUNTRY LINEN	0417174	STREET	12/28/2023	34.62	.00	
96	HIGH COUNTRY LINEN	0417174	BUILDING MAINT	12/28/2023	31.48	.00	
96	HIGH COUNTRY LINEN	0417174	WWTP	12/28/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0417174	SEWER	12/28/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0418373	SHOP SUPPLIES	01/04/2024	51.85	.00	
96	HIGH COUNTRY LINEN	0418373	FACILITY	01/04/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0418373	FLEET	01/04/2024	30.79	.00	
96	HIGH COUNTRY LINEN	0418373	BUILDING MAINT	01/04/2024	17.88	.00	
96	HIGH COUNTRY LINEN	0418373	WWTP	01/04/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0418373	WATER	01/04/2024	22.71	.00	
96	HIGH COUNTRY LINEN	0418373	ADMIN	01/04/2024	3.32	.00	
96	HIGH COUNTRY LINEN	0418373	SEWER	01/04/2024	14.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0418373	STREET	01/04/2024	34.62	.00	
96	HIGH COUNTRY LINEN	0418373	ADMIN	01/04/2024	3.33	.00	
96	HIGH COUNTRY LINEN	0419542	FLEET	01/11/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0419542	WATER	01/11/2023	22.70	.00	
96	HIGH COUNTRY LINEN	0419542	STREET	01/11/2023	34.62	.00	
96	HIGH COUNTRY LINEN	0419542	ADMIN	01/11/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0419542	SHOP SUPPLIES	01/11/2023	51.85	.00	
96	HIGH COUNTRY LINEN	0419542	WWTP	01/11/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0419542	ADMIN	01/11/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0419542	BUILDING MAINT	01/11/2023	168.25	.00	
96	HIGH COUNTRY LINEN	0419542	FACILITY	01/11/2023	6.65	.00	
96	HIGH COUNTRY LINEN	0419542	SEWER	01/11/2023	14.68	.00	
96	HIGH COUNTRY LINEN	0420008	Towels	01/15/2024	101.02	.00	
96	HIGH COUNTRY LINEN	0420338	MATS@ TOWN HALL	01/16/2024	264.04	.00	
96	HIGH COUNTRY LINEN	0420655	WATER	01/18/2024	18.81	.00	
96	HIGH COUNTRY LINEN	0420655	ADMIN	01/18/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0420655	SEWER	01/18/2024	10.77	.00	
96	HIGH COUNTRY LINEN	0420655	SHOP SUPPLIES	01/18/2024	51.85	.00	
96	HIGH COUNTRY LINEN	0420655	FACILITY	01/18/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0420655	FLEET	01/18/2024	30.79	.00	
96	HIGH COUNTRY LINEN	0420655	BUILDING MAINT	01/18/2024	17.76	.00	
96	HIGH COUNTRY LINEN	0420655	WWTP	01/18/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0420655	ADMIN	01/18/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0420655	STREEET	01/18/2024	34.62	.00	
96	HIGH COUNTRY LINEN	C0419083	CREDIT	01/08/2024	24.90-	.00	
96	HIGH COUNTRY LINEN	S0418769	LINERS	01/05/2024	31.25	.00	
96	HIGH COUNTRY LINEN	S0419261	TOWELS	01/09/2024	119.02	.00	
Total 96:					1,550.63	.00	
5016	IACP	0325401	MEMBERSHIP DUES CHIEF WE	12/20/2023	190.00	.00	
Total 5016:					190.00	.00	
7292	IDA COUNTY SHERIFF'S OFFIC	082823	CV-2023-111 PROTECTION ORD	08/28/2023	40.08	.00	
Total 7292:					40.08	.00	
4736	IDAHO CHILD SUPPORT RECEI	012524	case #426985	01/25/2024	564.20	564.20	01/25/2024
Total 4736:					564.20	564.20	
6121	IDENTISYS, INC	650001	HID II CARD	01/08/2024	637.79	.00	
Total 6121:					637.79	.00	
106	INTERSTATE BATTERY	250000942	BATTERIES	01/16/2024	15.00-	.00	
106	INTERSTATE BATTERY	250001026	BATTERIES	01/16/2024	747.80	.00	
106	INTERSTATE BATTERY	250001102	BATTERIES	01/23/2024	6.95	.00	
Total 106:					739.75	.00	
2	JACKSON CURBSIDE INC.	00031566	RECYCLING	01/10/2024	225.00	.00	
2	JACKSON CURBSIDE INC.	00031573	RECYCLING	01/10/2024	525.00	.00	
2	JACKSON CURBSIDE INC.	00031578	DOWNTOWN RECYCLING	01/10/2024	1,130.00	.00	
2	JACKSON CURBSIDE INC.	0031586	DOWNTOWN RECYCLING	01/20/2024	1,005.00	.00	
2	JACKSON CURBSIDE INC.	0031586	FRANCHISE FEES	01/20/2024	996.03-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2:					1,888.97	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1029	START ON DEMAND FEBRUARY	01/10/2024	115,140.03	.00	
Total 6931:					115,140.03	.00	
7163	JACKSON GROUP LOCKBOX	659144IF	OIL FILTER	01/11/2024	236.55	.00	
7163	JACKSON GROUP LOCKBOX	659426IF	FILTERS	01/16/2024	577.53	.00	
7163	JACKSON GROUP LOCKBOX	659465IF	FILTERS	01/16/2024	1,188.32	.00	
Total 7163:					2,002.40	.00	
131	JACKSON HOLE NEWS & GUID	361595	AD#424051	01/17/2024	577.60	.00	
131	JACKSON HOLE NEWS & GUID	361683	AD#424405	01/17/2024	190.00	.00	
131	JACKSON HOLE NEWS & GUID	361826	AD#424460	01/24/2024	456.00	.00	
Total 131:					1,223.60	.00	
7125	JACKSON WHOLE FAMILY HEAL	121523	PRE EMPLOY PHYSICAL	12/15/2023	380.00	.00	
Total 7125:					380.00	.00	
239	JH20 WATER CONDITIONING &	1808	water @ WWTP	01/16/2024	110.00	.00	
Total 239:					110.00	.00	
2485	KENWORTH SALES COMPANY	004P31464	STROBE	01/05/2024	2,428.20	.00	
Total 2485:					2,428.20	.00	
3332	KILMER'S BG DISTRIBUTING	18287	COOLANT	01/22/2024	8,538.00	.00	
Total 3332:					8,538.00	.00	
7029	KRUEGER, ERICA JADE	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7029:					450.00	.00	
7396	LARSON, KERI	012224	BAIL REFUND 23-09-0236	01/22/2024	500.00	500.00	01/22/2024
Total 7396:					500.00	500.00	
5729	LENOVO (UNITED STATES) INC.	6466733450	THINKPADS	01/09/2024	14,807.58	.00	
5729	LENOVO (UNITED STATES) INC.	6466733786	THINKPADS	01/09/2024	2,467.93	.00	
5729	LENOVO (UNITED STATES) INC.	6466776801	WORKSTATION DOCKS	01/13/2024	291.54	.00	
5729	LENOVO (UNITED STATES) INC.	6466857347	LAPTOP	01/23/2024	5,000.54	.00	
Total 5729:					22,567.59	.00	
677	MACY'S SERVICES	38705	PUMP TRUCK	12/31/2023	1,426.25	.00	
Total 677:					1,426.25	.00	
7397	MCKINNEY, KAILA	012224	BAIL REFUND 23-09-0236	01/22/2024	1,000.00	1,000.00	01/22/2024
Total 7397:					1,000.00	1,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7140	MONSIDO, INC	274029	MO PLATFORM	10/01/2023	6,250.00	.00	
Total 7140:					6,250.00	.00	
3633	MOTOR COACH INDUSTRIES	7134	HARNESS DIAGNOSTIC	09/20/2023	4,636.83	.00	
Total 3633:					4,636.83	.00	
1235	MOTOROLA SOLUTIONS, INC	8281800288	ALL BAND MOBILES	01/09/2024	26,358.90	.00	
Total 1235:					26,358.90	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6660697001	HOSE CLAMPS	01/05/2024	264.49	.00	
Total 4623:					264.49	.00	
257	NAPA AUTO PARTS INC.	188769	OIL THREAD	12/13/2023	19.98	.00	
257	NAPA AUTO PARTS INC.	192691	SENSOR	01/04/2024	51.85	.00	
257	NAPA AUTO PARTS INC.	193638	FILTERS	01/09/2024	296.48	.00	
257	NAPA AUTO PARTS INC.	193909	AIR FILTER	01/10/2024	79.96	.00	
257	NAPA AUTO PARTS INC.	193912	BACK UP ALARM	01/10/2024	79.99	.00	
257	NAPA AUTO PARTS INC.	193953	TAPE	01/10/2024	25.47	.00	
257	NAPA AUTO PARTS INC.	194246	VALVILINE MAX LIFE	01/11/2024	188.82	.00	
257	NAPA AUTO PARTS INC.	194285	RADIATOR CAP	01/11/2024	13.39	.00	
257	NAPA AUTO PARTS INC.	195314	GLOVES	01/16/2024	31.47	.00	
Total 257:					787.41	.00	
187	NELSON ENGINEERING	63265	BIKE NETWORK	11/30/2023	907.00	.00	
187	NELSON ENGINEERING	63527	ASPEN HILL CEMETARY	01/10/2024	474.00	.00	
187	NELSON ENGINEERING	63534	BIKE NETWORK	01/10/2024	16,170.00	.00	
187	NELSON ENGINEERING	63535	BIKE NETWORK	01/10/2024	5,697.50	.00	
Total 187:					23,248.50	.00	
7035	NOLAND, STACY	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7035:					450.00	.00	
7401	PEAK INDUSTRIAL	PSI-315691	DIAGNOSIS	12/15/2023	1,062.00	.00	
Total 7401:					1,062.00	.00	
7399	PLATT, CLAYTON	012324	RFUND DEPOSIT	01/23/2024	2,100.00	2,100.00	01/23/2024
7399	PLATT, CLAYTON	012324	LESS CLEANING FEE	01/23/2024	150.00-	150.00-	01/23/2024
Total 7399:					1,950.00	1,950.00	
6483	PREMIER TRUCK- SALT LAKE C	775565853	EX H 9300 P	01/05/2024	2,382.40	.00	
6483	PREMIER TRUCK- SALT LAKE C	775566487	SENSOR INJECTOR	01/08/2024	2,835.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	775566888	SENSOR	01/09/2024	131.21	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775565853	FREIGHT	01/05/2024	75.00-	.00	
Total 6483:					5,274.42	.00	
6594	PROTERRA	1043975	ELECTRODE	07/07/2022	64.95	.00	
6594	PROTERRA	1047243	ARM	09/23/2022	772.76	.00	
6594	PROTERRA	1047656	SHOCK	09/30/2022	659.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6594	PROTERRA	1054881	WATER PUMP	02/13/2023	1,232.00	.00	
6594	PROTERRA	1055163	SENSOR	02/16/2023	18.50	.00	
6594	PROTERRA	1055166	TOGGLE SWITCH	02/16/2023	212.10	.00	
6594	PROTERRA	1057817	CHARGER BOARD	03/31/2023	802.00	.00	
6594	PROTERRA	1059564	DOOR ASSEMBLY	05/09/2023	10,964.06	.00	
6594	PROTERRA	1060990	OIL FILTER	06/05/2023	1,048.86	.00	
6594	PROTERRA	1068722	SOLENOID VALVE	11/29/2023	185.15	.00	
Total 6594:					15,959.40	.00	
7066	R & A SAFETY LLC	43447	PRE EMPLOY	12/04/2023	90.50	.00	
7066	R & A SAFETY LLC	43467	PRE EMPLOY	12/06/2023	90.50	.00	
7066	R & A SAFETY LLC	43480	PRE EMPLOY	12/11/2023	90.50	.00	
7066	R & A SAFETY LLC	43510	DOT RANDOM	12/14/2023	90.50	.00	
7066	R & A SAFETY LLC	43522	DOT RANDOM	12/15/2023	90.50	.00	
Total 7066:					452.50	.00	
6069	RAFTELIS	31918	WATER RATE REVIEW	01/14/2024	2,290.00	.00	
6069	RAFTELIS	31918	WATER RATE REVIEW	01/14/2024	2,290.00	.00	
Total 6069:					4,580.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	2145	SNOW REMOVAL	01/01/2024	468.75	.00	
Total 5812:					468.75	.00	
7032	SANCHEZ-MACHUCA, ROSA	011824	EQUITY TASK FORCE	01/18/2024	450.00	.00	
Total 7032:					450.00	.00	
6570	SCHMIDL, HEIDI	011724	RENTAL CAR REIMBURSE	01/17/2024	446.23	.00	
Total 6570:					446.23	.00	
4359	SHERWIN-WILLIAMS CO.	1208-6	PAINT	10/23/2023	54.39	.00	
4359	SHERWIN-WILLIAMS CO.	2452-9	PAINT	11/22/2023	25.39	.00	
Total 4359:					79.78	.00	
4699	SNAKE RIVER ROASTING	803323	COFFEE	01/10/2024	113.90	.00	
Total 4699:					113.90	.00	
7050	SOSA'S JANITORIAL SERVICE	012324	JANUARY CLEANING	01/23/2024	6,480.00	.00	
Total 7050:					6,480.00	.00	
7244	SOUTH FORK SUPPLY, LLC	23-111	COPPER LOT	01/16/2024	94,777.00	.00	
Total 7244:					94,777.00	.00	
3961	SPECTRUM	173067801010	MONTHLY SERVICES	01/07/2024	199.98	.00	
Total 3961:					199.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334618282	ANIMAL CARE	11/09/2023	77.85	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334619927	ANIMAL CARE	12/19/2023	166.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505	SPRING CREEK ANIMAL HOSPI	5334620936	ANIMAL CARE	01/11/2024	41.80-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334620937	ANIMAL CARE	01/11/2024	5.38-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621093	ANIMAL CARE	01/15/2024	26.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621094	ANIMAL CARE	01/15/2024	111.94	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621097	ANIMAL CARE	01/15/2024	150.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621098	ANIMAL CARE	01/15/2024	111.94	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621099	ANIMAL CARE	01/15/2024	302.38	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621100	ANIMAL CARE	01/15/2024	31.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621101	ANIMAL CARE	01/15/2024	26.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621102	ANIMAL CARE	01/15/2024	46.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621103	ANIMAL CARE	01/15/2024	46.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621104	ANIMAL CARE	01/15/2024	111.94	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334621105	ANIMAL CARE	01/15/2024	61.42	.00	
Total 1505:					1,225.98	.00	
241	ST JOHN'S HOSPITAL	50000861	DOT CHRISTENSEN	01/03/2024	155.00	.00	
Total 241:					155.00	.00	
6871	STANDARD INSURANCE COMP	010124	JANUARY VOLUNTARY LIFE	01/01/2024	1,068.70	1,068.70	01/18/2024
6871	STANDARD INSURANCE COMP	010124	JANUARY PREMIUM STD, LIFE	01/01/2024	7,064.61	7,064.61	01/18/2024
6871	STANDARD INSURANCE COMP	010124	JANUARY VOLUNTARY POLICE	01/01/2024	2,032.47	2,032.47	01/18/2024
Total 6871:					10,165.78	10,165.78	
581	TETON COUNTY INTEGRATED	9233	MEMBERSHIP DUES	01/01/2024	50.00	.00	
Total 581:					50.00	.00	
268	TETON MOTORS INC	5108670	RADIATOR	12/27/2023	438.88	.00	
268	TETON MOTORS INC	5108755	HOSE	01/04/2024	72.17	.00	
268	TETON MOTORS INC	5108794	TANK	01/08/2024	70.18	.00	
268	TETON MOTORS INC	5108803	RADIATOR	01/08/2024	434.37	.00	
268	TETON MOTORS INC	5108804	CREDIT	01/08/2024	438.88-	.00	
268	TETON MOTORS INC	5108811	CONTROL	01/09/2024	364.66	.00	
Total 268:					941.38	.00	
6992	TETON ROPE ACCESS AND SE	1111	SNOW REMOVAL	01/22/2024	150.00	.00	
6992	TETON ROPE ACCESS AND SE	1111	SNOW REMOVAL	01/22/2024	1,050.00	.00	
Total 6992:					1,200.00	.00	
7402	THOMPSON, DARCY	011024	REIMBURSE FOR TAHOE FUEL	01/10/2024	20.00	.00	
Total 7402:					20.00	.00	
6363	TMSC LLC	2021-006-4 01	PIPE FANS START	01/23/2024	5,650.20	.00	
6363	TMSC LLC	2024-005-01 0	THERMOSTATE WOMENS LOC	01/23/2024	360.00	.00	
6363	TMSC LLC	2024-005-01 0	SK HOUSING	01/23/2024	1,212.00	.00	
6363	TMSC LLC	2024-005-01 2	BUS STOP	01/23/2024	345.00	.00	
6363	TMSC LLC	2024-005-01 2	TS REPAIR HEATER	01/23/2024	575.00	.00	
6363	TMSC LLC	2024-005-01 2	BUS STOP	01/23/2024	460.00	.00	
Total 6363:					8,602.20	.00	
7284	UCM DIGITAL HEALTH, INC	35857	JANUARY PREMIUM	01/01/2024	461.50	461.50	01/18/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7284:					461.50	461.50	
777	UPPER CASE PRINTING INK	F	UTILITY BILLS AND ENVELOPE	01/12/2024	1,696.10	.00	
777	UPPER CASE PRINTING INK	F	UTILITY BILLS AND ENVELOPE	01/12/2024	1,696.10	.00	
Total 777:					3,392.20	.00	
1949	VERIZON WIRELESS	9953175631	charges for account 871451763-0	01/01/2024	11,623.03	.00	
Total 1949:					11,623.03	.00	
3420	VISA	Admin 2963 12	PIZZERIA-PERSONNEL/TOWN	12/24/2023	124.44	124.44	01/22/2024
3420	VISA	Admin 2963 12	ZIPRECRUITER-PERSONNEL/T	12/24/2023	450.01	450.01	01/22/2024
3420	VISA	Admin 2963 12	FORT FRAME-TOWN-WIDE SER	12/24/2023	201.38	201.38	01/22/2024
3420	VISA	Admin 2963 12	PEARL STREET BAGELS-PERS	12/24/2023	60.00	60.00	01/22/2024
3420	VISA	Admin 2963 12	INDEED-PUBLIC WORKS ADMIN	12/24/2023	53.37	53.37	01/22/2024
3420	VISA	Admin 2963 12	NAME BADGES-PERSONNEL/T	12/24/2023	176.40	176.40	01/22/2024
3420	VISA	Admin 2963 12	INDEED-START	12/24/2023	56.16	56.16	01/22/2024
3420	VISA	Admin 2963 12	INDEED-PERSONNEL/TOWN CL	12/24/2023	12.26	12.26	01/22/2024
3420	VISA	Admin 2963 12	SNOW KING RESORT-TOWN-WI	12/24/2023	5,419.87	5,419.87	01/22/2024
3420	VISA	Admin 6864 12	EXXON-ADMINISTRATION	12/24/2023	48.24	48.24	01/22/2024
3420	VISA	Admin 6864 12	THE ALBANY-ADMINISTRATION	12/24/2023	132.82	132.82	01/22/2024
3420	VISA	Admin 6864 12	LITTLE AMERICA-ADMINISTRAT	12/24/2023	55.89	55.89	01/22/2024
3420	VISA	Admin 6864 12	CHECKR-ADMINISTRATION	12/24/2023	130.38	130.38	01/22/2024
3420	VISA	Admin 6864 12	BUBBA'S-ADMINISTRATION	12/24/2023	35.00	35.00	01/22/2024
3420	VISA	Admin 6864 12	FAIRFIELD INN-ADMINISTRATIO	12/24/2023	308.00	308.00	01/22/2024
3420	VISA	Admin 6864 12	FAIRFIELD INN-ADMINISTRATIO	12/24/2023	308.00	308.00	01/22/2024
3420	VISA	Admin 6864 12	FAIRFIELD INN-ADMINISTRATIO	12/24/2023	308.00	308.00	01/22/2024
3420	VISA	Admin 6864 12	LITTLE AMERICA-ADMINISTRAT	12/24/2023	17.71	17.71	01/22/2024
3420	VISA	Admin 6864 12	FAIRFIELD INN-ADMINISTRATIO	12/24/2023	308.00	308.00	01/22/2024
3420	VISA	Animal 2344 12	SMITHS-ANIMAL SHELTER/CON	12/24/2023	57.47	57.47	01/22/2024
3420	VISA	Animal 2344 12	PETS PLACE PLUS-ANIMAL SH	12/24/2023	38.39	38.39	01/22/2024
3420	VISA	Animal 2344 12	SMITHS-ANIMAL SHELTER/CON	12/24/2023	118.94	118.94	01/22/2024
3420	VISA	Animal 2344 12	PETS PLACE PLUS-ANIMAL SH	12/24/2023	84.38	84.38	01/22/2024
3420	VISA	Animal 2344 12	ALBERTSONS-ANIMAL SHELTE	12/24/2023	76.31	76.31	01/22/2024
3420	VISA	Animal 2344 12	ACE HARDWARE-ANIMAL SHEL	12/24/2023	29.98	29.98	01/22/2024
3420	VISA	Animal 2344 12	STAPLES-ANIMAL SHELTER/CO	12/24/2023	13.99	13.99	01/22/2024
3420	VISA	Animal 2344 12	SMITHS-ANIMAL SHELTER/CON	12/24/2023	180.42	180.42	01/22/2024
3420	VISA	Animal 2344 12	CHEWY-ANIMAL SHELTER/CON	12/24/2023	56.73	56.73	01/22/2024
3420	VISA	CD 1016 12/24	CASPER STAR TRIBUNE-COMM	12/24/2023	26.99	26.99	01/22/2024
3420	VISA	CD 1016 12/24	UA -COMMUNITY DEVELOPME	12/24/2023	8.00	8.00	01/22/2024
3420	VISA	CD 1016 12/24	JHN&G-COMMUNITY DEVELOP	12/24/2023	70.00	70.00	01/22/2024
3420	VISA	CD 1016 12/24	ALBERTSONS-COMMUNITY DE	12/24/2023	35.86	35.86	01/22/2024
3420	VISA	CD 1016 12/24	MAILCHIMP-COMMUNITY DEVE	12/24/2023	75.00	75.00	01/22/2024
3420	VISA	CD 1016 12/24	USDN-COMMUNITY DEVELOPM	12/24/2023	1,870.00	1,870.00	01/22/2024
3420	VISA	CD 1016 12/24	WEBSTAIRANT-COMMUNITY D	12/24/2023	437.46	437.46	01/22/2024
3420	VISA	Council 6593 1	THE WORT-MAYOR & TOWN CO	12/24/2023	1,400.00	1,400.00	01/22/2024
3420	VISA	Council 8581 1	BIG D-MAYOR & TOWN COUNCI	12/24/2023	50.07	50.07	01/22/2024
3420	VISA	FINANCE 5412	DOLLAR TREE-PERSONNEL/TO	12/24/2023	6.89	6.89	01/22/2024
3420	VISA	FINANCE 5412	PINKY G'S-PERSONNEL/TOWN	12/24/2023	301.02	301.02	01/22/2024
3420	VISA	FINANCE 5412	COOLWORKS-START	12/24/2023	338.00	338.00	01/22/2024
3420	VISA	FINANCE 5412	TRAVEL EXPENSES FLORIDA P	12/24/2023	339.18	339.18	01/22/2024
3420	VISA	FINANCE 5412	TRAVEL EXPENSES FLORIDA P	12/24/2023	1,150.77	1,150.77	01/22/2024
3420	VISA	FINANCE 5412	CREDIT BLUE BEAM-INFORMAT	12/24/2023	2,340.00-	2,340.00-	01/22/2024
3420	VISA	FINANCE 5412	SMITHS-PERSONNEL/TOWN CL	12/24/2023	230.00	230.00	01/22/2024
3420	VISA	FINANCE 5412	TRAVEL EXPENSES FLORIDA P	12/24/2023	712.12	712.12	01/22/2024
3420	VISA	FINANCE 5412	FORT FRAME-START	12/24/2023	604.14	604.14	01/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		IT 6908 12/24/2	GODADDY-INFORMATION TECH	12/24/2023	52.16	52.16	01/22/2024
3420 VISA		IT 6908 12/24/2	DISH NETWORK-TOWN-WIDE S	12/24/2023	144.74	144.74	01/22/2024
3420 VISA		IT 6908 12/24/2	IPHONE PAYMENT-INFORMATIO	12/24/2023	69.50	69.50	01/22/2024
3420 VISA		IT 6908 12/24/2	IPHONE PAYMENT-INFORMATIO	12/24/2023	69.50	69.50	01/22/2024
3420 VISA		IT 6908 12/24/2	IPHONE PAYMENT-INFORMATIO	12/24/2023	69.50	69.50	01/22/2024
3420 VISA		IT 6908 12/24/2	STACK SOCIAL-TOWN-WIDE SE	12/24/2023	1,880.79	1,880.79	01/22/2024
3420 VISA		IT 6908 12/24/2	IPHONE PAYMENT-INFORMATIO	12/24/2023	69.50	69.50	01/22/2024
3420 VISA		IT 6908 12/24/2	AMAZON WEB SERVICES-INFO	12/24/2023	78.99	78.99	01/22/2024
3420 VISA		IT 6908 12/24/2	GODADDY-INFORMATION TECH	12/24/2023	42.16	42.16	01/22/2024
3420 VISA		IT 6908 12/24/2	DRI LOGI STORE-INFORMATIO	12/24/2023	423.98	423.98	01/22/2024
3420 VISA		IT 6908 12/24/2	GODADDY-INFORMATION TECH	12/24/2023	52.98	52.98	01/22/2024
3420 VISA		IT 6908 12/24/2	UPS-INFORMATION TECHNOLO	12/24/2023	47.39	47.39	01/22/2024
3420 VISA		IT 6908 12/24/2	WIRED MAGAZINE-INFORMATI	12/24/2023	49.99	49.99	01/22/2024
3420 VISA		IT 6908 12/24/2	ALBERTSONS-INFORMATION T	12/24/2023	49.52	49.52	01/22/2024
3420 VISA		IT 6908 12/24/2	RING CENTRAL-INFORMATION	12/24/2023	527.49	527.49	01/22/2024
3420 VISA		IT 6908 12/24/2	GODADDY-INFORMATION TECH	12/24/2023	249.99	249.99	01/22/2024
3420 VISA		IT 6908 12/24/2	OWL LABS-INFORMATION TEC	12/24/2023	238.00	238.00	01/22/2024
3420 VISA		IT 6908 12/24/2	GARMIN-INFORMATION TECHN	12/24/2023	64.95	64.95	01/22/2024
3420 VISA		IT 6908 12/24/2	HBR SUBSCRIPTION-INFORMA	12/24/2023	176.13	176.13	01/22/2024
3420 VISA		IT 6908 12/24/2	AMAZON -INFORMATION TECH	12/24/2023	655.00	655.00	01/22/2024
3420 VISA		P&B 6098 12/2	AMAZON-PLANNING	12/24/2023	15.88	15.88	01/22/2024
3420 VISA		P&B 6098 12/2	UNITED-BUILDING INSPECTION	12/24/2023	30.00	30.00	01/22/2024
3420 VISA		P&B 6098 12/2	UNITED-BUILDING INSPECTION	12/24/2023	17.00	17.00	01/22/2024
3420 VISA		P&B 6098 12/2	UNITED-BUILDING INSPECTION	12/24/2023	30.00	30.00	01/22/2024
3420 VISA		P&B 6098 12/2	UNITED-BUILDING INSPECTION	12/24/2023	377.80	377.80	01/22/2024
3420 VISA		P&B 6098 12/2	CONSTRUCTION EXAM-BUILD	12/24/2023	995.00	995.00	01/22/2024
3420 VISA		P&B 6098 12/2	INTERNATIONAL CODE COUNC	12/24/2023	230.00	230.00	01/22/2024
3420 VISA		P&B 6098 12/2	UNITED-BUILDING INSPECTION	12/24/2023	17.00	17.00	01/22/2024
3420 VISA		P&B 6098 12/2	AMAZON-PLANNING	12/24/2023	101.45	101.45	01/22/2024
3420 VISA		P&B 6098 12/2	WE CATER JH-PERSONNEL/TO	12/24/2023	425.70	425.70	01/22/2024
3420 VISA		P&B 6106 12/2	BANK SUPPLIES-PLANNING	12/24/2023	33.16	33.16	01/22/2024
3420 VISA		P&B 6106 12/2	ALBERTSONS-PERSONNEL/TO	12/24/2023	101.33	101.33	01/22/2024
3420 VISA		PD 0355 12/24/	SHELL OIL-POLICE - PATROL	12/24/2023	57.00	57.00	01/22/2024
3420 VISA		PD 0355 12/24/	UPS-POLICE - INVESTIGATIONS	12/24/2023	11.64	11.64	01/22/2024
3420 VISA		PD 0355 12/24/	GALLS-POLICE - PATROL	12/24/2023	136.58	136.58	01/22/2024
3420 VISA		PD 0355 12/24/	UPS-POLICE - INVESTIGATIONS	12/24/2023	23.21	23.21	01/22/2024
3420 VISA		PD 0355 12/24/	UPS-POLICE - INVESTIGATIONS	12/24/2023	11.64	11.64	01/22/2024
3420 VISA		PD 1064 12/24/	GALLS-POLICE - PATROL	12/24/2023	194.94	194.94	01/22/2024
3420 VISA		PD 1064 12/24/	DOLLAR TREE-POLICE - ADMIN	12/24/2023	13.25	13.25	01/22/2024
3420 VISA		PD 1064 12/24/	TARGET-POLICE - ADMINISTRA	12/24/2023	24.16	24.16	01/22/2024
3420 VISA		PD 1064 12/24/	NATIONAL TACTICAL-POLICE S	12/24/2023	2,502.00	2,502.00	01/22/2024
3420 VISA		PD 1064 12/24/	CARMEL INDUSTRIES-POLICE -	12/24/2023	281.01	281.01	01/22/2024
3420 VISA		PD 1064 12/24/	DOMINOS-POLICE - PATROL	12/24/2023	75.80	75.80	01/22/2024
3420 VISA		PD 1064 12/24/	5.11 INC-POLICE - PATROL	12/24/2023	347.68	347.68	01/22/2024
3420 VISA		PD 1064 12/24/	5.11 INC-POLICE - PATROL	12/24/2023	447.74	447.74	01/22/2024
3420 VISA		PD 6825 12/24/	QUIQLITE-POLICE SPECIAL OP	12/24/2023	639.20	639.20	01/22/2024
3420 VISA		PW 4142 12/24	OFFICE OF WATER PROGRAMS	12/24/2023	214.00	214.00	01/22/2024
3420 VISA		PW 4142 12/24	AMAZON-SEWER DEPARTMEN	12/24/2023	27.15	27.15	01/22/2024
3420 VISA		PW 4142 12/24	ASCE E-BOOK-TOWN ENGINEE	12/24/2023	232.50	232.50	01/22/2024
3420 VISA		PW 4142 12/24	ASCE MEMBERSHIP-TOWN EN	12/24/2023	281.00	281.00	01/22/2024
3420 VISA		PW 4142 12/24	LA QUINTA-WATER DEPARTME	12/24/2023	275.40	275.40	01/22/2024
3420 VISA		PW 4142 12/24	AMAZON-STREET	12/24/2023	49.99	49.99	01/22/2024
3420 VISA		PW 4142 12/24	AMAZON-FLEET SHOP	12/24/2023	350.99	350.99	01/22/2024
3420 VISA		PW 4142 12/24	HOFFS-COMMUNITY DEVELOP	12/24/2023	959.19	959.19	01/22/2024
3420 VISA		PW 4142 12/24	AMAZON-PUBLIC WORKS	12/24/2023	250.32	250.32	01/22/2024
3420 VISA		PW 4142 12/24	BEST WESTERN-PUBLIC WORK	12/24/2023	103.55	103.55	01/22/2024
3420 VISA		PW 4142 12/24	LA QUINTA-WATER DEPARTME	12/24/2023	133.92	133.92	01/22/2024
3420 VISA		PW 4142 12/24	AMAZON-STREET	12/24/2023	229.99	229.99	01/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PW 4142 12/24	EGUAGE-SEWER DEPARTMEN	12/24/2023	20.00	20.00	01/22/2024
3420 VISA		PW 4704 12/24	WYOMING RURAL WATER-WAT	12/24/2023	6.57	6.57	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS	12/24/2023	76.99	76.99	01/22/2024
3420 VISA		PW 4704 12/24	ALBERTSONS-SEWER DEPART	12/24/2023	31.29	31.29	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-TOWN HALL BUILDIN	12/24/2023	69.99	69.99	01/22/2024
3420 VISA		PW 4704 12/24	CEU-WATER DEPARTMENT	12/24/2023	130.25	130.25	01/22/2024
3420 VISA		PW 4704 12/24	WYOMING RURAL WATER-WAT	12/24/2023	219.00	219.00	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS	12/24/2023	13.94	13.94	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS	12/24/2023	76.58	76.58	01/22/2024
3420 VISA		PW 4704 12/24	AM SIGNAL-TOWN ENGINEER	12/24/2023	275.00	275.00	01/22/2024
3420 VISA		PW 4704 12/24	CEU-STREET	12/24/2023	31.40	31.40	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-TOWN HALL BUILDIN	12/24/2023	131.99	131.99	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-TOWN HALL BUILDIN	12/24/2023	9.99	9.99	01/22/2024
3420 VISA		PW 4704 12/24	SAMSUNG-PUBLIC WORKS	12/24/2023	105.99	105.99	01/22/2024
3420 VISA		PW 4704 12/24	USPS-WATER DEPARTMENT	12/24/2023	35.64	35.64	01/22/2024
3420 VISA		PW 4704 12/24	PSI-SEWER DEPARTMENT	12/24/2023	100.00	100.00	01/22/2024
3420 VISA		PW 4704 12/24	CEU-STREET	12/24/2023	406.00	406.00	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS	12/24/2023	99.98	99.98	01/22/2024
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS	12/24/2023	162.55	162.55	01/22/2024
3420 VISA		START 1214 1	AMAZON-START	12/24/2023	38.14	38.14	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	14.82	14.82	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	34.98	34.98	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	42.39	42.39	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	52.74	52.74	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	27.55	27.55	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	10.59	10.59	01/22/2024
3420 VISA		START 1214 1	4IMPRINT-START	12/24/2023	852.59	852.59	01/22/2024
3420 VISA		START 1214 1	STAPLES-START	12/24/2023	56.19	56.19	01/22/2024
3420 VISA		START 4100 1	COMMUNITY TRANSPORTATIO	12/24/2023	25.00	25.00	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	14.08	14.08	01/22/2024
3420 VISA		START 4100 1	ALBERTSONS-START	12/24/2023	59.15	59.15	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	29.99-	29.99-	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	37.03	37.03	01/22/2024
3420 VISA		START 4100 1	ALBERTSONS-START	12/24/2023	2.98	2.98	01/22/2024
3420 VISA		START 4100 1	NAME BADGES-START	12/24/2023	49.20	49.20	01/22/2024
3420 VISA		START 4100 1	CREDIT-START	12/24/2023	72.03-	72.03-	01/22/2024
3420 VISA		START 4100 1	CREDIT-START	12/24/2023	21.19-	21.19-	01/22/2024
3420 VISA		START 4100 1	DOLLAR STORE-START	12/24/2023	5.15	5.15	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	47.97	47.97	01/22/2024
3420 VISA		START 4100 1	TABLE COVERS-START	12/24/2023	143.99	143.99	01/22/2024
3420 VISA		START 4100 1	STAMPER-START	12/24/2023	44.47	44.47	01/22/2024
3420 VISA		START 4100 1	COMMUNITY TRANSPORTATIO	12/24/2023	25.00	25.00	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	37.98	37.98	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	189.23	189.23	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	21.19	21.19	01/22/2024
3420 VISA		START 4100 1	STAPLES-START	12/24/2023	8.99-	8.99-	01/22/2024
3420 VISA		Victim 9126 12/	CONFERENCE CRIMES AGAIN	12/24/2023	1,250.00	1,250.00	01/22/2024
3420 VISA		Victim 9126 12/	WY DFS-VICTIM SERVICES	12/24/2023	10.00	10.00	01/22/2024
3420 VISA		Victim 9126 12/	EVAV-VICTIM SERVICES	12/24/2023	645.00	645.00	01/22/2024
3420 VISA		Victim 9126 12/	WY CHILD SUPPORT-VICTIM SE	12/24/2023	1.50	1.50	01/22/2024
3420 VISA		Victim 9126 12/	ANTLER-VICTIM SERVICES	12/24/2023	140.00	140.00	01/22/2024
3420 VISA		Victim 9126 12/	CREDIT-VICTIM SERVICES	12/24/2023	3.99-	3.99-	01/22/2024
3420 VISA		Victim 9126 12/	SHERATON-VICTIM SERVICES	12/24/2023	194.11	194.11	01/22/2024
3420 VISA		Victim 9126 12/	COCA COLA-VICTIM SERVICES	12/24/2023	27.00	27.00	01/22/2024
3420 VISA		Victim 9126 12/	CREDIT-VICTIM SERVICES	12/24/2023	162.65-	162.65-	01/22/2024
Total 3420:					35,242.80	35,242.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5022	VISION SERVICE PLAN - (WY)	819430307	JANUARY PREMIUM	12/17/2023	1,768.56	1,768.56	01/18/2024
Total 5022:					1,768.56	1,768.56	
3662	WATKINS, MARK R	011824	REIMBURSE	01/18/2024	83.20	.00	
Total 3662:					83.20	.00	
1640	WESTERN STATE	CM00161988	CREDIT	01/18/2024	682.71-	.00	
1640	WESTERN STATE	IN002658637	ELEMENT	01/15/2024	97.82	.00	
Total 1640:					584.89-	.00	
2802	WESTWOOD CURTIS	35027	UPPER CACHE CREEK LEAK	12/29/2023	2,715.00	.00	
Total 2802:					2,715.00	.00	
472	WHITE GLOVE CLEANING, INC.	9267	SHELTER TRASH	11/30/2023	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	9267	SHELTER CLEANING	11/30/2023	2,902.00	.00	
472	WHITE GLOVE CLEANING, INC.	9324	SHELTER CLEANING	12/31/2023	2,246.36	.00	
472	WHITE GLOVE CLEANING, INC.	9324	SHELTER TRASH	12/31/2023	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	9367	PAPER	12/31/2023	535.00	.00	
472	WHITE GLOVE CLEANING, INC.	9374	SHELTER TRASH	03/31/2023	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	9374	SHELTER CLEANING	03/31/2023	2,136.36	.00	
Total 472:					8,588.11	.00	
7398	WILLIS, WILLIAM	012224	BAIL REFUND 23-07-0277	01/22/2024	740.00	740.00	01/22/2024
Total 7398:					740.00	740.00	
5489	WRENCH IT PLUMBING & HEATI	11418	PARKING GARAGE	01/12/2024	150.00	.00	
Total 5489:					150.00	.00	
3619	WY CHILD SUPPORT ENFORCE	012524	case #223670	01/25/2024	34.61	34.61	01/25/2024
3619	WY CHILD SUPPORT ENFORCE	012524	case 223669	01/25/2024	34.61	34.61	01/25/2024
Total 3619:					69.22	69.22	
3278	WY DEPT OF ENVIROMENAL Q	2079 0224	TANK FEES 5 & 6	01/18/2024	400.00	.00	
Total 3278:					400.00	.00	
79	WYOMING DEPARTMENT OF E	011824	4th QTR SUTA	01/18/2024	860.39	860.39	01/18/2024
Total 79:					860.39	860.39	
4198	WYOMING FIRST AID & SAFETY	80005629	first aid kit resupply	01/16/2024	154.62	.00	
Total 4198:					154.62	.00	
5788	WYOMING GARAGE DOOR, LLC	2714	SERVICE CALL	01/22/2024	125.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2715	SERVICE CALL	01/22/2024	312.50	.00	
Total 5788:					437.50	.00	
4979	WYOMING WATER QUALITY & P	2011-2970 A	MEMBERSHIP AND CONFEREN	12/20/2023	165.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4979	WYOMING WATER QUALITY & P	2011-2970 A	MEMBERSHIP AND CONFEREN	12/20/2023	165.00	.00	
Total 4979:					330.00	.00	
2842	YELLOW IRON EXCAVATION, LL	84532	155 E PEARL	05/31/2023	150.00	.00	
2842	YELLOW IRON EXCAVATION, LL	86984	155 E PEARL	07/31/2023	150.00	.00	
2842	YELLOW IRON EXCAVATION, LL	89408	155 E PEARL	09/30/2023	105.00	.00	
2842	YELLOW IRON EXCAVATION, LL	90712	155 E PEARL	10/31/2023	175.00	.00	
2842	YELLOW IRON EXCAVATION, LL	90713	TRASH @ SHELTER	10/31/2023	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	90714	SNOW KING HOUSING	10/31/2023	720.00	.00	
2842	YELLOW IRON EXCAVATION, LL	91902	SNOW KING HOUSING	11/30/2023	720.00	.00	
2842	YELLOW IRON EXCAVATION, LL	92361	6905 S HWY 22 TRASH	12/31/2023	50.00	.00	
Total 2842:					2,250.00	.00	
2158	ZEP SALES & SERVICE	9009345325	ZEP CLEAR	01/05/2024	1,691.70	.00	
Total 2158:					1,691.70	.00	
Grand Totals:					1,972,593.62	59,893.48	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	February 5, 2024	Meeting Title:	Regular – Consent
Submitting Department:	Police Department	Presenter:	Michelle Weber
Agenda Item:	Contract between Wyoming Department of Health, Behavioral Health Division and Town of Jackson	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves contracts on behalf of the Town of Jackson and the Mayor executes the agreements.

Requested Action.

Staff Requests Council review the Agreement between Wyoming Department of Health, Behavioral Health Division and Town of Jackson.

Recommendations.

Staff requests approving the Agreement as presented.

Background.

The Jackson Police Department plays a vital role in ensuring the safety and security of our community. Over the years, our officers have faced increasing demands and stressors, including responding to critical incidents, managing high-pressure situations, and witnessing traumatic events. These challenges can have significant impacts on their mental health and well-being.

Recent data and feedback from personnel in the department have underscored the need for improved mental health services and supports tailored to law enforcement. These services are not only essential for the mental well-being of our officers but also crucial in ensuring their continued effectiveness in serving and protecting our community.

In April 2023, Chief Weber worked with Sustainable Strategies (Town grant consultant) to identify grant opportunities that specifically aligned with our objectives and priorities. The First Responder & Law Enforcement Grant Application was submitted in May 2023 with a funding request of \$200,000. The Jackson Police Department was notified in September 2023 that they received \$126,000. The grant is effective through June 30, 2027. Deliverables identified in the Statement of Work must be completed and submitted for reimbursement to the Wyoming Department of Health not later than December 31, 2026.

Analysis

- Benefits of accepting the grant include providing mental health and well-being resources for officers which will in turn enhance officers' job performance thus reducing burnout and turnover.
- The grant is in alignment with Town of Jackson/Jackson Police Department Goals. The need for sustainability beyond the life of the grant will be determined based on the results. The goal is to provide several "train-the-trainers" within the department so that they can help build upon the program. If those employees leave our agency than it would require training new officers and we would likely need to seek additional grant funding to support those circumstances.

Possible Alternatives.

The Town Council can choose not to approve this Agreement and staff will not pursue the initiatives outlined in the grant.

Comprehensive Plan & Priority Alignment.

This project enhances Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision, particularly as it relates to the Town's role in coordinating with independent service providers.

Fiscal Impact.

No fiscal impact. The grant awarded is \$126,000 to be used specifically for initiatives outlined in the grant.

Staff Impact.

The staff impact of this item was approximately 18 hours from the Chief of Police completing the grant application and writing the staff report, plus 1 hour from the Town Attorney reviewing the agreement after the grant was awarded.

Attachments or Links.

Contract between Wyoming Department of Health, Behavioral Health Division and Town of Jackson and Statement of Work (SOW) outlining deliverables of the grant.

Suggested Motion.

I move to approve the Wyoming Department of Health, Behavioral Health Division Agreement between the Town of Jackson and Wyoming Department of Health, Behavioral Health Division Agreement as presented in the attachments to this staff report and authorize the Mayor to execute the Agreement subject to minor changes by staff.

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
TOWN OF JACKSON**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Town of Jackson (Subrecipient), whose address is: 150 East Pearl Avenue, Jackson, Wyoming 83001. This Contract pertains to the Operations, Policy, Tracking, and Contracts Unit of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall deliver and improve access to mental health services and supports for first responders as defined by Wyo. Stat. § 27-14-102(a)(xxxi) and law enforcement personnel.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Term of the Contract is from Effective Date through June 30, 2027. All services shall be completed during this Term. Notwithstanding the foregoing sentences, the period of performance in which the Subrecipient must spend funds runs through December 31, 2026.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred twenty-six thousand, two hundred dollars (\$126,200.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under the American Rescue Plan Act, Pub. L. No. 117-2, Coronavirus State Fiscal Recovery Funds, Assistance Listing Number 21.027 through 2022 Wyoming Senate Enrolled Act No. 20, American rescue plan act recovery funds appropriations, shall not exceed one hundred twenty-six thousand, two hundred dollars (\$126,200.00).
 - C. No payment shall be made for work performed outside the Term of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Provide the services described in Attachment A.
- B. Submit Agency-approved invoice for payment after completion of deliverable activities.

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

- A. Pay Subrecipient in accordance with Section 4 above.

7. **Special Provisions.**

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

discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

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

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, et seq.; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

- G. Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages; and Attachment A, Statement of Work, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Subrecipient's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- R. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Contract shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General,

filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

- T. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- U. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

AGENCY:

Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director

Date

Matthew Petry, MPA, Senior Administrator

Date

SUBRECIPIENT:

Town of Jackson

Hailey Levinson, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

FOR: Joshua M. Brackett, Assistant Attorney General
Joshua M. Brackett #235 792

12-18-23
Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Town of Jackson (Subrecipient)
For services to be provided from Effective Date through June 30, 2027

I. Background/Introduction

The Wyoming Department of Health, Behavioral Health Division (Agency) is committed to delivering and improving access to mental health services and supports for first responders and law enforcement personnel through 2022 Senate File No. 66, American Rescue Plan Act Recovery Funds Appropriations.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall deliver and improve access to mental health services and supports for first responders as defined by W.S. § 27-14-102(a)(xxxi) and law enforcement personnel.

III. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED ONE HUNDRED, TWENTY-SIX THOUSAND, TWO HUNDRED DOLLARS (\$126,200.00).

DELIVERABLES	TIMELINE	PAYMENT
A. Mindfulness Based Attention Training (MBAT) ‘Train the Trainer’ Attendance	Effective Date through 12/31/2026	Reimbursed upon completion of Deliverable A and Agency approval of Subrecipient invoice
1. Coordinate Subrecipient staff attendance at the MBAT eight-week training program and obtain MBAT Trainer status.		
2. Reimbursement requests involving travel shall not exceed appropriate U.S. General Services Administration rates.		

DELIVERABLES	TIMELINE	PAYMENT
B. MBAT Session Facilitation	Effective Date through 12/31/2026	Reimbursed upon completion of Deliverable B and Agency approval of Subrecipient invoice
1. Engage other law enforcement agencies to offer MBAT training sessions and workshop events.		
2. Reimbursement requests involving travel shall not exceed appropriate U.S. General Services Administration rates.		

DELIVERABLES	TIMELINE	PAYMENT
C. Therapy Devices and Supplies	Effective Date through 12/31/2026	Not to exceed \$4,200.00
1. Purchase two (2) electrotherapy devices and supplies as a resource to offer Subrecipient staff.		Reimbursed upon completion of Deliverable C.1 and Agency approval of Subrecipient invoice
2. Purchase yoga mats for fitness and stress release as a resource to offer Subrecipient staff.		Reimbursed upon completion of Deliverable C.2 and Agency approval of Subrecipient invoice

DELIVERABLES	TIMELINE
D. Subrecipient shall:	
1. Submit evaluation reports to include Agency-requested data on all strategies.	Annually; By June 30 th of each year through June 30, 2027. Additionally, as requested by the Agency.
2. Independently sustain the mental health program once the Grant funding ends.	Ongoing
3. Ensure services delivered under this Contract are provided as defined by, and in accordance with, all applicable federal, state, and local statutes, ordinances, rules, and regulations.	Ongoing throughout the Term of the Contract

IV. Changes to Statement of Work

The Subrecipient may submit a written request to the Agency if changes to this SOW are desired. The request shall include the changes being requested and the reason for the change(s). The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to this SOW is required, a contract amendment shall be made to the Contract in accordance with Section 8.A. of the Contract.

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STAFF REPORT



Meeting Date:	February 5, 2024	Meeting Title:	Town Council Regular – Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2024 Patching Contract Award, ToJ Project 24-04	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of award of contract and approval of financing for the Spring and Fall Street Patching Project (TOJ Project 24-04).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council award the 2024 Spring and Fall Street Patching contract in full to Avail Valley Construction-WY.

Background.

The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. Spring and Fall patching locations are throughout Town and determined early in the spring after the snow and ice have melted. The spring patching work is required to be performed between April 17 and May 26, 2024. The fall patching work is expected to be completed prior to October 15, 2024.

Spring and fall patching projects have been contracted separately in previous years. This contract includes both patching seasons in a single contract to allow additional coordination of resources by the responsive bidders.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 10, 2024.

Analysis & Key Policy Questions.

This year's target quantity and basis of the bid request was 50,000 square feet of patching throughout town. The Town received construction bids for the project on January 25, 2024. A total of 2 bids were received.

- | | |
|---|---------------------|
| 1. <i>Avail Valley Construction-WY from (Wyoming)</i> | <i>\$715,343.15</i> |
| 2. <i>Evans Construction Company – from (Jackson, WY)</i> | <i>\$928,765.00</i> |

Avail Valley Construction-WY was found to be the lowest responsive bidder.

- Key Question: Does Council agree with Staff's recommendation to award the 2024 Spring and Fall Street Patching contract in full to Avail Valley Construction-WY?

Possible Alternatives.

1. Award only the Spring or Fall Patching portion of the contract.
2. Direct Staff to rebid the project as revised by Council.
3. Place the 2024 Spring and Fall Patching Project on hold by denying the contract.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues (e.g. potholes, cracking, "alligatoring", unraveling) intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

Comprehensive Plan & Priority Alignment.

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

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

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

Fiscal Impact.

The project is funded with the Annual Street Reconstruction line item in the adopted FY 2024 and FY 2025 budgets. The spring work will conclude in FY24 and the fall work will take place in FY25. In the event Annual Street Reconstruction is not funded in FY25, the Town can voluntarily terminate the contract and is not obligated to complete that work.

Staff Impact.

6-10 hours staff time contract preparation, bidding, and staff reports. Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 4-8 hours/week of PW staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

Attachments or Links.

None.

Suggested Motion.

I move to approve the award of the 2024 Spring and Fall Patching Project to Avail Valley Construction-WY of Wyoming in the amount of \$715,343.15 and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	February 5, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Consideration of an Amendment to the Deed Restrictions at Kelly Place Condos	Public Comment:	Yes

Purpose & Policy Considerations.

Council continued this item at the December 18, 2023 meeting and directed staff to bring back a draft Amended and Restated Special Restriction. This staff report is unchanged from the December 18, 2023 staff report except for the info in italics.

The Town Council ("Council") will consider an Amended and Restated Special Restriction for Property Located at 440 W. Kelly Avenue ("Restriction"). Currently, the template restriction approved by Council in February 2023 is recorded on units 2, 11, and 12. The developer is asking to amend the template restriction to allow a business to purchase a unit at initial sale. No other changes to the Restrictions are being requested.

Requested Action.

The developer seeks a change to the deed restrictions for units 2, 11, and 12 located at Kelly Place Condominiums to allow initial sales to businesses.

Recommendations.

Staff recommend keeping the existing Workforce Ownership restrictions for these three units.

Background.

- From 2007 to 2012 the community worked to develop the Comprehensive Plan. This work included over 2,000 public comments and resulted in the adoption of the Jackson/Teton County Comprehensive Plan in 2012. The plan sets a goal of housing 65% of our workforce locally. *Comp Plan Policy 5.1.a*. The plan also identified Transitional Subareas that are appropriate for increased density and directs the community to develop a Workforce Housing Action Plan. *Comp Plan Policy 5.4.a*.
- The 2015 Workforce Housing Action Plan (HAP) was informed by eight housing studies and is the result of the 2015 Housing Summit, which convened elected officials, stakeholders, and the public to examine workforce housing in Teton County and the Town of Jackson. The plan ties together the Comprehensive Plan policy directives and Character Districts and directs staff to purchase appropriately zoned land for the purpose of partnering with private developers to develop housing for our working families. *HAP Initiative 2B*. The HAP also provides a map showing which neighborhoods in the community are appropriate for updated zoning in an effort to find locations to create workforce housing through increased density. *HAP Initiative 5A*.
- In 2016 and 2018 density was added to the Transitional Subareas through updated town zoning. *Comp Plan Policy 4.3.b*. *HAP Initiative 5A, 5B*. These Transitional Subareas have long been identified as places that are appropriate for more density because increasing the density from single-family homes that are no longer affordable to families earning median income to multifamily homes that are more likely to be affordable to local working families, gives the community a better chance to build housing for our local workforce. Essentially, by increasing the density we are allowing workforce neighborhoods to retain their working family character instead of preserving the existing density and losing that working family character.
- In July 2018, the W. Kelly Ave neighborhood was rezoned to NH-1. This zoning provides opportunities for developers to build more residential floor area if they are willing to permanently deed restrict a portion of it (2:1 Workforce Housing Density Bonus Tool). The HAP tells us that we should prioritize areas that are zoned to allow for greater density for housing, which is exactly what the NH-1 zoning provides.
- In December 2018 staff brought the 440 W. Kelly property to the Council and Board of County Commissioners ("Board") to consider purchasing for the purpose of redeveloping the existing single-family home into

multifamily homes by utilizing the new NH-1 zoning allowances and incentives. The property consists of two contiguous NH-1 lots that are located in the Town Residential Core in an area identified by both the Comprehensive Plan and HAP as a desired location for redeveloping workforce housing. The County purchased the property in January 2019, the Town reimbursed them 45% of sales price, and the property was transferred to the Jackson/Teton County Housing Authority.

- In February 2019 a Request for Proposals (“RFP”) to develop housing at 440 W. Kelly Avenue was unanimously approved for release by the Council and Board. On February 5, 2019 the RFP was released based on the direction from the Board and Council. Three responses to the RFP were received and reviewed by the Housing Supply Board (“HSB”). After interviewing finalists, the HSB recommended a development partner for the project: Roller Development and Tack Development (“Roller/Tack”).
- On May 13, 2019 the Board and Council awarded the project to Roller/Tack and directed staff to work with the developers to bring back revised 12 and 16-unit options for consideration.
- On July 23 the Council directed staff to move forward with the revised 16-unit option; the Board did not approve the same motion, essentially stalling the project until the two boards could agree on a path forward.
- On January 6, 2020, after several meetings during which no agreement was reached, the Council and Board directed and authorized the Jackson Teton County Housing Authority Board to deed 430 & 440 West Kelly Avenue to the Town of Jackson. This deed was executed January 21, 2020.
- During the January 28, 2020 meeting, Council directed staff to work with the developer to bring back a ground lease for a development that provided at least 12 units.
- On June 15, 2020 Council approved a Ground Lease with the developers.
- In March 2023, the development received Certificate of Occupancy. Per the deed restrictions on the property, the developers have one year to sell the homes to Qualified Households; there is no price maximum for any of the units. After a year, an appraisal will be ordered and the price for the homes will be reduced based on the appraisal.
- Currently, seven units have been purchased and two are under contract. Three units remain available for purchase. These are all two-bedroom homes and are listed for \$850,000.
- On December 18, 2023, the developers asked for a change to the deed restrictions on three two-bedroom units to allow them to sell the units to businesses who will then be required to rent them to a Qualified Household who meets the Workforce Program requirements (one person works full-time locally, 75% of household income is earned locally, no ownership of residential real estate within 150 miles). They have had trouble selling the homes to households who would then live in the homes. The carrying costs associated with the slower than anticipated sales are costing the developers over \$20,000 per month. The developers propose only changing the restriction at initial sale; the home will continue to appreciate based on CPI not to exceed 3% and at resale the home must be offered through the Housing Department via weighted drawing and sold to a household who will live in the home and qualify under the Workforce Ownership Program. *After considering the request, the Town Council directed staff to draft amended deed restrictions and to bring them back to for consideration at a future meeting.*

Analysis.

Our public-private partnerships are predicated on *sharing* risk with our private-sector partners. The Town took a risk by not dictating maximum sales prices; the developers took a risk by agreeing to build a 12-unit condominium complex with Workforce Ownership restrictions. In this case, the sales prices are higher than initially proposed due to market forces and selling the units is harder because of market forces.

The question before Council in December 2023 and again today, is whether we should change the rules of our partnership to buffer our partner from the negative effects of a changing marketplace. There are reasons to do this, and these are outlined under the possible alternatives section. Staff, however, do not recommend changing the restrictions. As stated, the public-private partnership model is predicated on sharing the risk and sticking with the original agreement, not protecting our partner from negative economic effects.

The recorded deed restrictions require the following:

- *Homes must be sold to households that qualify under the Workforce Program regulations.*

- *The developers have 36 months from the date of certificate of occupancy to sell all units. Certificate of Occupancy was April 13, 2023.*
 - *After the initial 12 months from certificate of occupancy, any unsold units must be leased to a Qualified Household.*
 - *The developers then have 18 months to sell the units at their chosen price.*
 - *If the units remain unsold after 36 months (12 + 18) the Town or Housing Department will have the right to order an appraisal (paid for by the developer) and if the appraisal is less than the sales price, the developer will be required to list the unit for sale at or below the appraised value and will have an additional 12 months to sell them.*
 - *If the units remain unsold after the additional 12 months (total 48 months from certificate of occupancy), a second appraisal will be ordered. If this appraisal is less than the first appraisal, the developer must list the unit for sale at or below the appraised value. If the appraisal is higher than the first appraisal, the developer must reduce the sales price by 10%.*
 - *In the event the Wyoming Cost of Living Index Northwest Region declines by at least 2% for 3 quarters or more during months 13-26, the developers' deadline to sell the units will be extended by another 12 months. The unsold units must remain leased to Qualified Households during this time.*

This means that as of April 12, 2024, all unsold units must be leased to Qualified Households. The Housing Department will review all leases and qualify all renter households. The recorded deed restriction is provided as an attachment to this staff report.

Possible Alternatives.

Council could approve an amended and restated restriction that would allow the developer to sell each of the three units to a business who would then be required to rent the home to a Qualified Household who meets the Workforce Program requirements. The home would appreciate at CPI not to exceed 3% annually and at resale the home must be sold through the Housing Department to a Qualified Household who would be required to live in the home.

Allowing the developer to sell the units to a local business helps our partner who has been caught in a changing marketplace with high interest rates (relative to the previous several years). Political decisions related to the development – primarily the decision to reduce the number of units from 16 homes to 12 homes – negatively impacted the proforma for the development and caused significant delays to construction, which resulted in the units coming to market amidst rising interest rates. Had Council and the Board of County Commissioners approved the initial response provided by the developer which met the requirements in the RFP, units would have come to market prior to rising interest rates and more one-bedroom units would have been available for purchase. The homes would have been sold sooner and at lower price points.

Making this one-time change to the restriction helps our partner who has been excellent to work with and who has built a quality development, provides local businesses with an opportunity to secure employee housing, and puts people in homes instead of having them sit empty. It's a recognition that the political process negatively impacted the development process to no fault of our partner's and as a result we are willing to work with them to find a solution that does not cost the Town more money and results in homes being occupied by local workers and their families.

As directed at the December 18, 2023 Regular Town Council Meeting, staff drafted an amended and restated deed restriction for consideration. Both redline and clean versions are attached to this staff report. Key elements of the amended and restated deed restrictions are as follows:

- *Developers may sell the three remaining units to businesses that would then be limited to renting the units to Qualified Households. The sales price may not exceed \$895,000.*

- *If after one year from the Effective Date (date restriction is executed) the units remain unsold, the developer must rent the unit to a Qualified Household. At this point, the Town or Housing Department will have the right to order an appraisal (paid for by the developer) and if the appraisal is less than the sales price, the developer will be required to list the unit for sale at or below the appraised value and will have an additional 12 months to sell them.*
 - *If the units remain unsold after the additional 12 months (total 24 months from Effective Date of amended and restated restriction), a second appraisal will be ordered. If this appraisal is less than the first appraisal, the developer must list the unit for sale at or below the appraised value. If the appraisal is higher than the first appraisal, the developer must reduce the sales price by 10%.*

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Allow for supply of workforce housing by removing barriers. 5A
- Incentivize the supply of restricted housing. 5B

Fiscal Impact.

The property was purchased by the Town and County for \$1,703,416.03 in January 2019. The Town paid 45% of the purchase price or \$766,537.21. The property was later transferred to the Town from the Jackson/Teton County Housing Authority. Making a change to the deed restrictions has no fiscal impact on the Town.

Staff Impact.

Housing Staff spent approximately 3 hours on this item. Town Attorney spent 1 hour on this item. Town Administration spent 1 hour on this item.

Attachments or Links.

- Special Restrictions for Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson
- DRAFT Amended and Restated Special Restrictions for Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson – Redline
- DRAFT Amended and Restated Special Restrictions for Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson – Clean

Suggested Motion.

Option One: No motion necessary – no changes to the deed restriction are approved.

Option Two: I move to approve the Amended and Restated Special Restrictions for Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson as presented today, subject to minor edits by the Town Attorney, and authorize the Mayor to sign them.

**Special Restrictions
For Workforce Ownership Housing
Located at the
440 West Kelly Condominium Addition to the Town of Jackson**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this 10th day of February, 2023 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, a municipal corporation of the State of 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 the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by reference ("Land");

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the B20-0794 issued on April 21, 2021 (the "Approval"), Owner was required to provide Workforce Ownership Housing in accordance with the Approval;

WHEREAS, Owner is restricting the following units within the 440 West Kelly Condominium Addition to the Town of Jackson (each a "Residential Unit" and collectively the "Residential Units"):

1. Unit 1, with one (1) bedroom.
2. Unit 2, with two (2) bedrooms.
3. Unit 3, with two (2) bedrooms.
4. Unit 4, with two (2) bedrooms.
5. Unit 5, with two (2) bedrooms.
6. Unit 6, with two (2) bedrooms.
7. Unit 7, with one (1) bedroom.
8. Unit 8, with two (2) bedrooms.
9. Unit 9, with two (2) bedrooms.
10. Unit 10, with two (2) bedrooms.
11. Unit 11, with two (2) bedrooms.
12. Unit 12, with two (2) bedrooms.

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

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

Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner;

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

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land 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 Land, and shall be enforceable by the Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household").

Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit ("Initial 12 Months"). If, after the Initial 12 Months ("First Sales Period 12"), Owner is unable to sell the Residential Unit, the Owner's deadline to sell the Residential Unit shall be extended by 18 months from the last day of the First Sales Period 12 ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Owner's deadline to sell the Residential Unit at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases.

If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered), Owner remains unable to sell the Residential Unit at its chosen price, the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Fourth Sales Period 12"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Fourth Sales Period 12, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined

herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

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

Or

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

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

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents

the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

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

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

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

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

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

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

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

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

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding

the advance written approval of such improvements, and documentation of proposed and completed improvements.

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

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

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

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

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

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

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

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

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period,

he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

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

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or

repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the

lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable

for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

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

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

G. 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 10. QUALIFIED MORTGAGE.

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

- 1 (i) is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; and
- v. the provider of a loan as described in Section 10(A)(1)(i).

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

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

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

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

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

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

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

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

- 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
- 2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
- 5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

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

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

Town of Jackson
Attn: Town Clerk
PO Box 1687
Jackson, WY 83001

To Owner

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

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

Owner:

440 W Kelly Partners LLC,
a Wyoming limited liability company

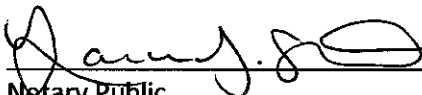
By:


Ruben Caldwell, Authorized Signatory

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the 10th day of February, 2023, the foregoing instrument was acknowledged before me by Ruben Caldwell as Authorized Signatory of 440 W Kelly Partners LLC, a Wyoming limited liability company.

Witness my hand and official seal.


Notary Public

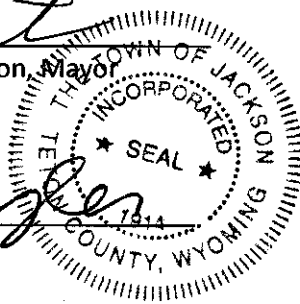
LAURIE J. STERN
Notary Public - State of Wyoming
Commission ID 161428
My Commission Expires Jul 19, 2028

TOWN OF JACKSON:

Hailey Morton Levinson
By: Hailey Morton Levinson, Mayor

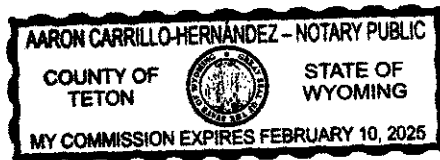
ATTEST

Riley Taylor
Riley Taylor, Town Clerk



STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 28th day of February, 2023, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.



(seal)

Aaron Carrillo
Notary Public

JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

(Acknowledgement as to form)

Stacy A. Stoker
STACY A. STOKER, Housing Manager

STATE OF WYOMING

)

)ss.

COUNTY OF TETON

)

On the 16 day of February, 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.

Bill Jennings
Notary Public

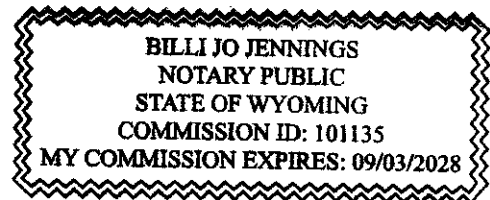


EXHIBIT A

Units 1 through 12 of the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof.

**Amended and Restated Special Restrictions
For Workforce Ownership Housing
Located at the
440 West Kelly Condominium Addition to the Town of Jackson**

These Amended and Restated Special Restrictions for Workforce Ownership Housing ("Amended and Restated Special Restrictions") are made this ____ day of _____, 2023 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, a municipal corporation of the State of 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 the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by ("Land");

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the B20-0794 issued on April 21, 2021 (the "Approval"), Owner was required to provide Workforce Ownership Housing in accordance with the Approval;

WHEREAS, on _____, 2023 Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson were recorded against all units (Unit 1 through 12) within the 440 West Kelly Condominium Addition to the Town of Jackson;

WHEREAS, on December 18, 2023, the Owner requested an amendment to the Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson allowing for Units 2, 11, and 12 to be sold one-time at Initial Sale (as defined herein) to businesses that will then be required to rent them to a Qualified Household that meets the Workforce Program requirements and the Town Council approved the amendment with the requirement that Units 2, 11, and 12 be sold at the current lost price;

WHEREAS, Owner is restricting the following units within the 440 West Kelly Condominium Addition to the Town of Jackson (each a "Residential Unit" and collectively the "Residential Units"):

- ~~A. Unit 1, with one (1) bedroom.~~
- ~~B. Unit 2, with two (2) bedrooms.~~
- ~~C. Unit 3, with two (2) bedrooms.~~
- ~~D. Unit 4, with two (2) bedrooms.~~
- ~~E. Unit 5, with two (2) bedrooms.~~
- ~~F. Unit 6, with two (2) bedrooms.~~
- ~~G. Unit 7, with one (1) bedroom.~~
- ~~H. Unit 8, with two (2) bedrooms.~~
- ~~I. Unit 9, with two (2) bedrooms.~~
- ~~J. Unit 10, with two (2) bedrooms.~~
- ~~K. Unit 11, with two (2) bedrooms.~~
- ~~L. Unit 12, with two (2) bedrooms.~~

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

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

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these [Amended and Restated](#) Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these [Amended and Restated](#) Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these [Amended and Restated](#) Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner;

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

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use, and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household") with the following exceptions: i) Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Amended and Restated Special Restrictions the Owner may still hold title to the Residential Unit, and ii) that the Units may be sold one-time at Initial Sale (as defined herein) to businesses that will then be limited to renting them to a Qualified Household that meets the Workforce Program requirements at a sale price not to exceed, but which may be lower than, \$ _____ and that all subsequent sales must be to a Qualified Household. ~~If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit ("Initial 12 Months"). If, after one (1) year from the Effective Date the Initial 12 Months ("First Sales Period 12"), Owner is unable to sell the Residential Unit, the Owner's deadline to sell the Residential Unit shall be extended by 18 months from the last day of the First Sales Period 12 ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Owner's deadline to sell the Residential Unit at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases.~~

~~If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered), Owner remains unable to sell the Residential Unit at its chosen price, At the conclusion of the Sales Period the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("SecondFourth Sales Period 12"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Fourth Second Sales Period 12, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This~~

Commented [LC1]: So this is rewritten as:

They have to sell to QHs

Exception 1 is themselves (always true)

Exception 2 is the businesses for the Initial Sale, at

maximum the current list price, and have to rent to QH's
If the units don't sell in 12 months, they have to keep renting and get an appraisal and sell at the appraisal if its lower then the list price

If they don't sell, they get 12 more months, then have to do a second appraisal and sell it for 10% below the FIRST appraisal value.

requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

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

Or

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

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

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

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

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

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

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

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

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

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

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

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but

are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowner’s association insurance), for the full replacement value of the Residential Unit.

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

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

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

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

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

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

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

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

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

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these [Amended and Restated](#) Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "[Notice to Sell](#)"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these [Amended and Restated](#) Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of [Amended and Restated](#) Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these [Amended and Restated](#) Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the

Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Amended and Restated Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied

by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $6/(16-4)$...Purchase Price x .50.

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

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these [Amended and Restated](#) Special Restrictions and the Rules and Regulations. Such sale shall be subject to these [Amended and Restated](#) Special Restrictions.

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of

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

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

G. Enforcement. The Housing Department may, for purposes of enforcing these Amended and Restated 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 10. QUALIFIED MORTGAGE.

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

- 1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 2 runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
 - iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; and
 - v. the provider of a loan as described in Section 10(A)(1)(i).

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

1 be deemed unsecured; and

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

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

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

1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these [Amended and Restated](#) Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these [Amended and Restated](#) Special Restrictions.

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

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF [AMENDED AND RESTATED](#) SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These [Amended and Restated](#) Special Restrictions may be terminated after a determination by the Town of Jackson that these [Amended and Restated](#) Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These [Amended and Restated](#) Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its

service of such notices upon an owner.

2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

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

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days

after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

Town of Jackson
Attn: Town Clerk
PO Box 1687
Jackson, WY 83001

To Owner

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

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special

Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

**440 W Kelly Partners, LLC,
a Wyoming limited liability company**

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

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TOWN OF JACKSON:

By: Hailey Morton Levinson, Mayor

ATTEST

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

| On this _____ day of _____, 2023~~32~~, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

(seal)

Notary Public

(Acknowledgement as to form)

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

Notary Public

EXHIBIT A

440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, which includes the following units:

~~Unit 1~~ – PIDN: _____

Unit 2 – PIDN: _____

~~Unit 3~~ – PIDN: _____

~~Unit 4~~ – PIDN: _____

~~Unit 5~~ – PIDN: _____

~~Unit 6~~ – PIDN: _____

~~Unit 7~~ – PIDN: _____

~~Unit 8~~ – PIDN: _____

~~Unit 9~~ – PIDN: _____

~~Unit 10~~ – PIDN: _____

Unit 11 – PIDN: _____

Unit 12 – PIDN: _____

**Amended and Restated Special Restrictions
For Workforce Ownership Housing
Located at the
440 West Kelly Condominium Addition to the Town of Jackson**

These Amended and Restated Special Restrictions for Workforce Ownership Housing (“Amended and Restated Special Restrictions”) are made this ____ day of _____, 2023 (the “Effective Date”), by the undersigned Owner (“Owner”) and the Town of Jackson, a municipal corporation of the State of 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 the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by (“Land”);

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the B20-0794 issued on April 21, 2021 (the “Approval”), Owner was required to provide Workforce Ownership Housing in accordance with the Approval;

WHEREAS, on _____, 2023 Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson were recorded against all units (Unit 1 through 12) within the 440 West Kelly Condominium Addition to the Town of Jackson;

WHEREAS, on December 18, 2023, the Owner requested an amendment to the Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson allowing for Units 2, 11, and 12 to be sold one-time at Initial Sale (as defined herein) to businesses that will then be required to rent them to a Qualified Household that meets the Workforce Program requirements and the Town Council approved the amendment with the requirement that Units 2, 11, and 12 be sold at the current lost price;

WHEREAS, Owner is restricting the following units within the 440 West Kelly Condominium Addition to the Town of Jackson (each a “Residential Unit” and collectively the “Residential Units”):

- A. Unit 2, with two (2) bedrooms.
- B. Unit 11, with two (2) bedrooms.
- C. Unit 12, with two (2) bedrooms.

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

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

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Amended and Restated Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Amended and Restated Special Restrictions are filed. To be clear, when used in this Agreement, the term “Owner” shall refer to the Owner signing these Amended and Restated Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term “owner” shall refer to any owner who owns the Residential Unit subsequent to the Owner;

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

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use, and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”) with the following exceptions: i) that upon recordation of these Amended and Restated Special Restrictions the Owner may still hold title to the Residential Unit, and ii) that the Units may be sold one-time at Initial Sale (as defined herein) to businesses that will then be limited to renting them to a Qualified Household that meets the Workforce Program requirements at a sale price not to exceed, but which may be lower than,

\$895,000 and that all subsequent sales must be to a Qualified Household.. If, after one (1) year from the Effective Date ("Sales Period"), Owner is unable to sell the Residential Unit, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. At the conclusion of the Sales Period the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Second Sales Period"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Second Sales Period, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

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

Or

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

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

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified

Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

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

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

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

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Amended and Restated Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Amended and Restated Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Amended and Restated Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from

an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Amended and Restated Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESELL PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Amended and Restated Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

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

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

G. Enforcement. The Housing Department may, for purposes of enforcing these Amended and Restated 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 10. QUALIFIED MORTGAGE.

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

- 1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; and
- v. the provider of a loan as described in Section 10(A)(1)(i).

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

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

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

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

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

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Amended and Restated Special Restrictions.

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

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF AMENDED AND RESTATED SPECIAL RESTRICTIONS.

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

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

- 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
- 2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
- 5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which

event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

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

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

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

With a Copy to:

Town of Jackson
Attn: Town Clerk
PO Box 1687
Jackson, WY 83001

To Owner

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

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

**440 W Kelly Partners, LLC,
a Wyoming limited liability company**

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

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TOWN OF JACKSON:

By: Hailey Morton Levinson, Mayor

ATTEST

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

(seal)

Notary Public

(Acknowledgement as to form)

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

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EXHIBIT A

440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, which includes the following units:

Unit 2 – PIDN: _____

Unit 11 – PIDN: _____

Unit 12 – PIDN: _____

STAFF REPORT



Meeting Date:	February 5, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	RECONSIDERATION: Request for a Land Development Regulation (LDR) Text Amendment to Section 2.2.9 (P23-168)	Public Comment:	Yes

Purpose & Policy Considerations.

On January 22, 2024, the Council voted to reconsider this item, thus this item will be a re-hearing of the item first presented on January 8, 2024.

Background

This item was originally approved by the Town Council (3-2 vote) on January 8, 2024, and was scheduled for 1st Ordinance Reading on February 5, 2024. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. Thus, this item is a reconsideration of Item P23-168 – LDR Text Amendment to the NH-1 zone to allow use of the Workforce Housing Incentive for Additional Height tool on sites that meet specified dimensional, locational, and use criteria.

This is a new staff report that further analyzes the impacts of the NH-1 Text Amendment in addition to analyzing a potential rezone of the Virginian property to Commercial Residential-3 (CR-3). For reference purposes, the original January 8, 2024, staff report and application are attached.

Requested Action

The applicant, Jackson Teton County Housing Authority, is requesting approval of an LDR Text Amendment to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and 48' height bonus for sites that meet the eight specified criteria (Criteria a-h) listed below in red. In response to the Town Council's initial review and request for reconsideration, the applicant has since made the following two revisions to their original request that was presented at the January 8th Town Council meeting:

1. Increased the minimum acreage for qualified sites from two (2) to three (3) contiguous acres.
2. Added Criteria "h": The site shall be adjacent to a CR-3 zoned property.

Below are the LDR sections affected by this text amendment with the proposed language in red type:

LDR Section 2.2.9.A – General Intent Section

A. Intent.

1. [General Intent].
2. Buildings: Buildings of three or more attached units can be up to three stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch, ~~and design,~~ and on certain sites a 4th story workforce housing bonus.

LDR Section 2.2.9.E. Additional Zone-specific Standards

[1. Minimum Density]

2. Workforce Housing Incentive for Additional Height. A structure may be 48 feet in height and 4 stories provided the following criteria are met.
 - a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;
 - ii. It may have an employment and/or price restriction.
 - iii. It shall be exempt from the calculation of affordable housing required but shall not be used to meet the affordable housing requirement for the project.
 - iv. Fourth story may be used for parking that serves the deed restricted residential units.
 - b. The project shall provide the affordable housing required by Div. 6.3. on site.
 - c. The site shall be at least three contiguous acres to provide opportunity for sufficient setback from and building height step down to small scale development.
 - d. The site shall be served by transit within 1/4 mile.
 - e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
 - f. The additional building height shall not increase the floor area allowance or decrease the required open space.
 - g. For all street facades, the 4th story shall be stepped back a minimum of 10' for at least 40% of the overall façade width. Roofs above the stepped-back portions may encroach a maximum of 3' into the 10' setback.
 - h. The site shall be adjacent to a CR-3 zoned property.

Recommendation

The Planning Director recommends approval of LDR Text Amendment P23-168 to allow a 4th story and height bonus for Workforce housing in the NH-1 zone, subject to this staff report, the department reviews attached hereto, and as presented by the applicant consistent with OPTION #1d.

Key Policy Issues

1. Does the Council want to continue with consideration of the NH-1 Zone text amendment to allow a 4th story at sites meeting specified criteria, including the Virginian RV site? If so, which of the four sub-options below does it support? OR
2. Does the Council want to consider a zoning map amendment to rezone the Virginian RV site to the Commercial Residential-3 (CR-3) Zone with a deed restriction to prohibit commercial uses to allow a 4th story at the Virginian RV site? If so, which of the two sub-options below does it support?

Supplemental Information & Analysis:

At the January 22nd Town Council meeting, in addition to the reconsideration, Council requested additional information from staff including alternative options to the NH-1 Text Amendment such as rezoning the Virginian property to CR-3 with a deed restriction prohibiting commercial use/development. The Council also asked for information on the process/timing of pursuing a rezone of the Virginian property to CR-3, a comparison of the

physical development differences/similarities between NH-1 vs CR-3, and any known concerns/considerations over a rezone of the Virginian property to CR-3. In response, staff have provided the requested information and analysis below.

To better organize the requested information, staff have provided two primary options for Council consideration. The first option continues on the path of pursuing an NH-1 text amendment but includes four sub-options that provide a range of minimum site acreages and additional qualifying criteria. The second option directs Housing Department staff to withdraw the NH-1 Text Amendment and to pursue a Zoning Map Amendment (ZMA) to CR-3 for the Virginian property that includes a deed restriction prohibiting commercial use/development. Below are the two options followed by an impact analysis of each option and how each option impacts the 90 Virginian Lane RFP process:

OPTION #1 – Pursue NH-1 Text Amendment to allow Fourth Story Workforce Housing Bonus

- **OPTION #1a** (approved by Town Council January 8, 2024): NH-1 with **two-acre** minimum with seven qualifying criteria (Criteria a-g shown above on page #2).
 - Timeline for approval: March 2024
- **OPTION #1b**: NH-1 with **three-acre** minimum with seven qualifying criteria (Criteria a-g shown above on page #2).
 - Timeline for approval: March 2024
- **OPTION #1c**: NH-1 with **four-acre** minimum with seven qualifying criteria (Criteria a-g shown above on page #2).
 - Timeline for approval: March 2024
- **OPTION #1d** (Staff's recommendation): NH-1 with **three-acre** minimum with **eight criteria** (Criteria a-h shown above on page #2).
 - Add Criteria "h": The site shall be adjacent to a CR-3 zoned property.
 - Timeline for approval: March 2024

OPTION #2 – Pursue Rezone the Virginian site to CR-3 with a deed restriction prohibiting commercial.

- **OPTION #2a**: Rezone the Virginian site to CR-3 and record a deed restriction that prohibits commercial use/development. The CR-3 zone already allows the fourth-story bonus for sites two acres or larger.
- **OPTION #2b**: Rezone the Virginian site to CR-3, record a deed restriction that prohibits commercial use/development and add development restrictions, **AND** require the Virginian RV site to adhere to some/all of the NH-1 physical development standards (i.e., building height, LSR, setbacks, etc.). The CR-3 zone already allows the fourth-story bonus for sites two acres or larger.

Both #2 options include the following considerations:

- Each option first requires approval from the Town Council and the Board of County Commissioners as landowners of the Virginian RV site to agree to the terms of the deed restriction (JIM Meeting). These options also require a pre-application meeting with Planning

Staff, a new neighborhood meeting on the proposed zone change, a Zoning Map Amendment application, and time to draft/sign the deed restriction.

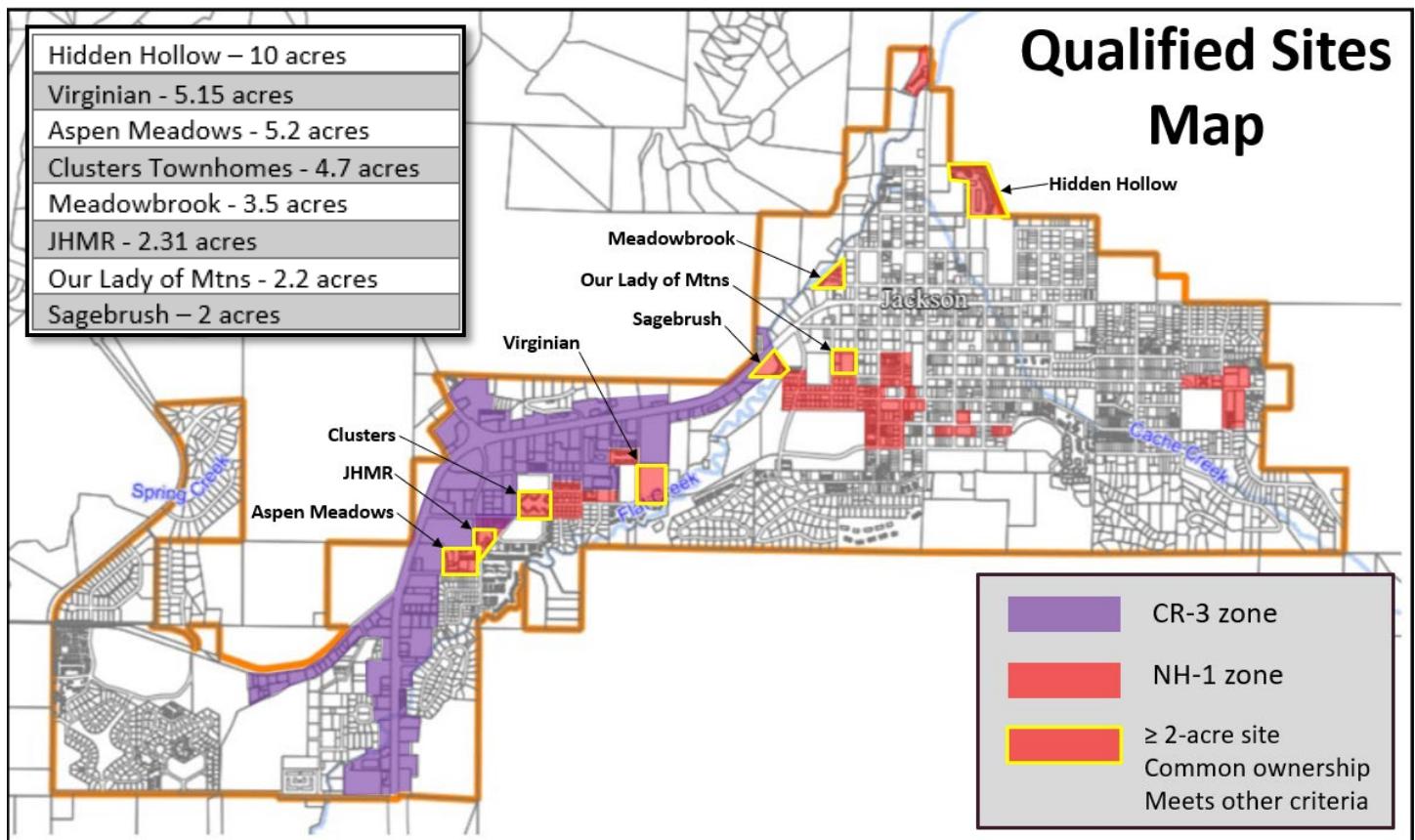
- Timeline for approval: Staff anticipates this would take at least 8 months to complete including 3 ordinance readings.

Analysis of OPTION #1 (NH-1 text amendment to allow fourth story):

This option stays on track with pursuing an LDR Text Amendment to the NH-1 zone to allow a fourth story and 48' height bonus for Workforce housing on qualified sites that meet specified criteria. All sub-options under Option #1 could likely be approved by March 2024. The key issue for Council with the NH-1 Text Amendment has been its development potential for and perceived impact on the NH-1 zone as a whole, rather than its impact just on the 5-acre Virginian RV site. In response to this concern, the four sub-options under Option #1 are intended to provide a range of impacts on potential neighborhoods where the 4th story in the NH-1 zone could apply.

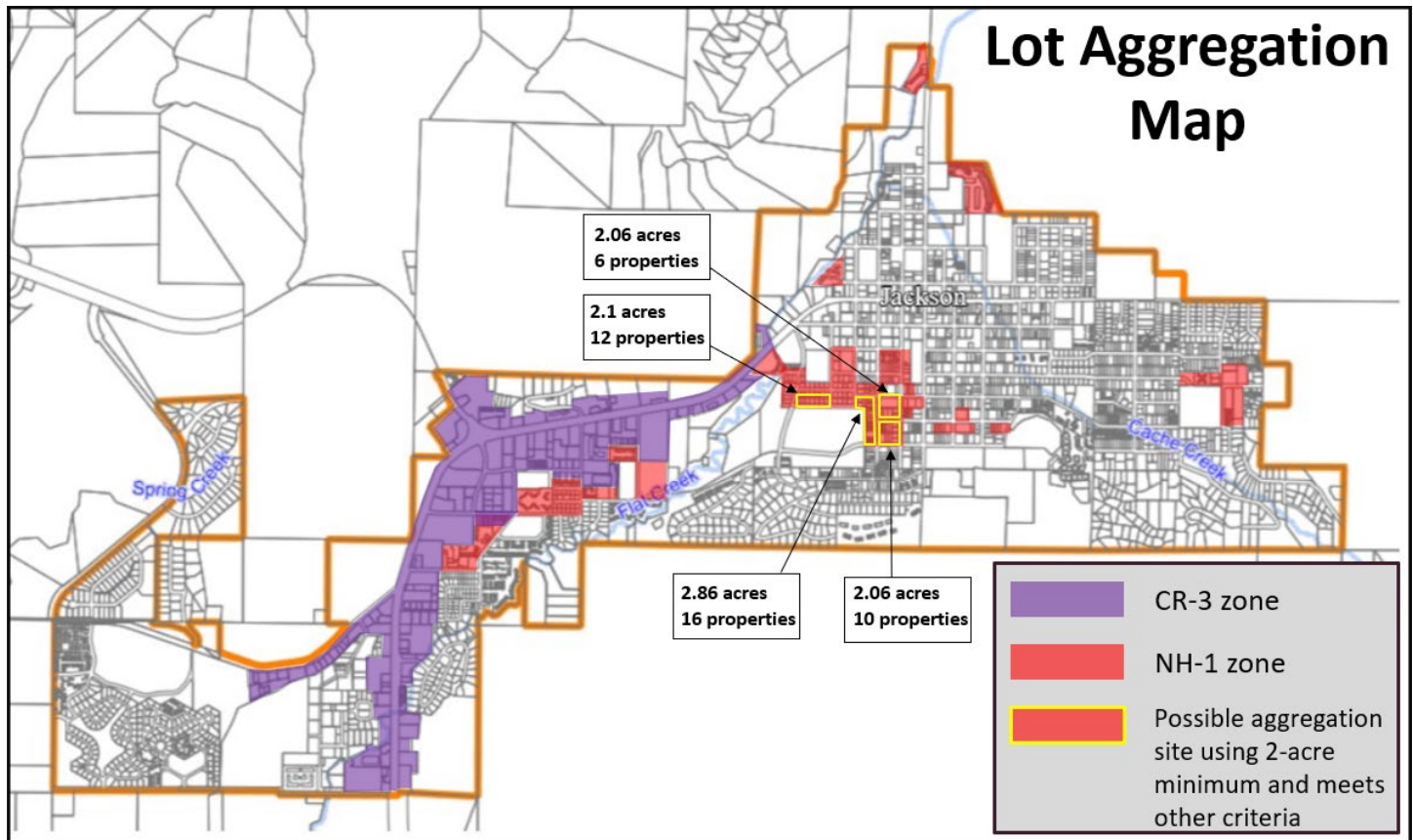
Analysis of Existing NH-1 Sites with Two or Greater Acres

The list below shows the eight NH-1 properties in the Town under common ownership that would qualify under the currently proposed two-acre minimum site size **and** all other additional criteria (e.g., must be located within ¼ mile of commercial services and transit) for the NH-1 amendment. This list is slightly smaller than the list provided in the January 8th staff report (e.g., Pioneer Homestead in East Jackson is no longer listed as eligible for 4th story) because the previous list did not include evaluation of the seven criteria, just the two-acre minimum site size. Staff notes that all sites shown on the map below, except for the Virginian site, have existing development, such as townhomes or condominiums, that greatly reduces the feasibility of these sites using the fourth-story bonus any time in the next 20 years or more:



Analysis on Potential to Aggregate Sites of 2 acres or greater

Staff also analyzed the NH-1 zone to determine areas where a developer could potentially aggregate land by purchasing multiple contiguous lots or properties. This was identified as a major concern by the Council and in public comment. Staff identified four potential areas in Town that meet the original two-acre minimum rule and comply with all other criteria (see map on the following page).



In summary, the above analysis for the NH-1 concludes there are eight total qualified sites of 2+ acres under common ownership and four potential aggregation sites for a total of 12 sites that could potentially qualify for a 4th story under the proposed NH-1 two-acre minimum site size.

Using this 2-acre analysis as a baseline, staff wanted to then provide Council with additional options that reduced the number of potential sites that might qualify for a fourth story. This was done by increasing the minimum site size from two acres to three acres (Option 1b) and four acres (Option 1c). It was also done by adding criteria "h" that requires qualified sites to be located adjacent to CR-3 zoning (Option #1d). The rationale for adding criteria "h" is that because the CR-3 already allows the fourth story bonus and is located along the highway corridor, allowing adjacent NH-1 sites to have a fourth story as well would cluster four-story buildings together and prevent them from being allowed in isolated residential neighborhoods where they would be less compatible.

To help the Council easily compare the four sub-options under Option #1, staff has provided the below table. As can be seen, the total number of qualified sites can be reduced from eight to three based on staff's recommended **OPTION #1d** which would increase the minimum acreage to three acres and require sites to be located adjacent to CR-3 zoning. This option also removes all potential aggregation sites as there would be no remaining areas with the potential to aggregate three acres of NH-1 property adjacent to CR-3.

Total NH-1 Sites that Qualify for 4 th Story Based on Acreage + Required Criteria			
OPTION #1a: 2-acres (min.)	OPTION #1b: 3-acres (min.)	OPTION #1c: 4-acres (min.)	OPTION #1d: 3-acres (min.) next to CR-3
Hidden Hollow - 10	Hidden Hollow - 10	Hidden Hollow - 10	Virginian - 5.15
Virginian - 5.15	Virginian - 5.15	Virginian - 5.15	Aspen Meadows - 5.2
Aspen Meadows - 5.2	Aspen Meadows - 5.2	Aspen Meadows - 5.2	Clusters Townhomes - 4.7
Clusters Townhomes - 4.7	Clusters Townhomes - 4.7	Clusters Townhomes - 4.7	
Meadowbrook - 3.5	Meadowbrook - 3.5		
JHMR - 2.31			
Our Lady of Mtns - 2.2			
Sagebrush - 2			
Total = 8 Sites	Total = 5 Sites	Total = 4 Sites	Total = 3 Sites

In conclusion, staff recommends staying on course with the NH-1 Text Amendment **OPTION #1d** because this option accomplishes the Town Council's and County Commissioner's housing goals for the Virginian property, and has minimal impacts on the NH-1 zone as a whole.

Analysis of OPTION #2 (rezone to CR-3 with deed restriction):

Both **OPTION #2a** and **OPTION #2b** would result in withdrawing the NH-1 Text amendment application and directing staff to pursue a Zoning Map Amendment (ZMA) to change the zoning of the Virginian property from NH-1 to CR-3 zone and record a deed restriction on the property that prohibits commercial use/development. The general intent of the CR-3 zone is to provide for a vibrant mixed-use zone consisting primarily of retail, office, and residential uses within buildings up to three or four stories. Since the CR-3 zone is the only zone that currently allows a fourth story and 48' height bonus, it is the only existing zone available to accomplish the Town Council's and County Commissioner's goal of adding a fourth story to the Virginian site.

The reason that staff recommends a deed restriction on commercial use/development is due to concerns that zoning the Virginian RV site to CR-3 would add up to 89,734 sf of additional commercial development potential to the community and risk being inconsistent with the Comprehensive Plan's growth management policy (Policy 3.1.a) that seeks to limit overall development in the community to the amount that has been allowed and planned for since 1994 and which is tracked every year in the Indicator Report. The Town went to great lengths to adhere to this policy during the 2016 and 2018 town-wide rezoning efforts and as a result, the base Floor Area Ratios (FARs) for all new zones remained the same, with some minor exceptions to account for anomalies. Planning staff have also adhered to this policy when working with the general public and the development sector who often approach the Town interested in upzoning a property to a zone that allows more commercial development. Planning Staff have consistently indicated that we would not recommend support for such requests.

A major additional consideration with either **OPTION #2a** or **OPTION #2b** is that a deed restriction would first require a Joint Information Meeting (JIM) to discuss whether the Town Council and County Commissioners as landowners are interested in restricting commercial use/development on the Virginian property. Additional time would then be needed to draft the specific terms of the restriction and obtain final approval and signatures. The restriction would need to be finalized before an application to rezone to the CR-3 zone could be submitted to the Town.

Another potentially important consideration is that there are some different development standards between the CR-3 and NH-1 zones, such as for height, setbacks, and LSR. Below is a comparison table of NH-1 and CR-3 which identifies the development standards similarities (in green) and differences (in red). The key takeaways are that 1) CR-3 allows significantly taller three-story buildings, 2) CR-3 requires significantly less LSR (i.e., green space), and 3) CR-3 allows a slightly larger building envelope based on the setbacks. If any of these differences present significant concerns to the Town Council, then **OPTION #2b** would go a step further by adding terms to the deed restriction to require future development to adhere to some/all of the NH-1 physical development standards (i.e., building height, LSR, setbacks, etc.). This discussion would happen as part of the JIM meeting to direct staff to draft a deed restriction.

Standard	NH-1	CR-3
FAR (max)	0.40 or 89,734 sf	0.40 or 89,734 sf
Allows 2:1 Bonus?	yes	yes
Building Height (max)	35'-39'	42'-46'
Stories (max)	3	3
4 th Story / 48' Height Bonus?	Not allowed (would be allowed as proposed)	Allowed
LSR (min)	0.21% or 47,110 sf for multi-family	10% or 22,433 sf for all uses
Plant Units	1/1,000 sf of LSR + 1/12 parking spaces	1/1,000 sf of LSR + 1/12 parking spaces
Primary Street Setback (Snow King)	20'	10'
Secondary Street Setback (Virginian Lane)	10'	10'
Side Setback (east)	10'	5'
Side Setback (north)	10'	5'
Parking Requirement (multi-family)	1/DU if < 2 bedrooms and < 500 sf, otherwise 1.5/DU	1/DU if < 2 bedrooms and < 500 sf, otherwise 1.5/DU
Parking Setbacks	20' on Snow King Ave 20' on Virginian Lane	20' on Snow King Ave 10' on Virginian Lane
Curb Cut per street (max)	20' on Snow King Ave 20' on Virginian Lane	24' on Snow King Ave 24' on Virginian Lane

A final consideration with these options is that both would have impacts on the RPF process timeline which is discussed in more detail below. The information below in italics was provided by the Housing Department regarding the timeline provided to applicants in the RFP:

- *RFP Release* November 7, 2023
- *Deadline to Submit Questions* December 8, 2023
- *Submission Deadline* February 2, 2023
- *Initial Review and Scoring* February 5-23, 2024
- *Round One Interviews* Week of March 4, 2024
- *Round Two Interviews – if necessary* Week of March 18, 2024

- Consideration of RFP Award May 6, 2024
- Consideration of Ground Lease July 1, 2024

If Council changes its previous direction to staff, directing Housing Department staff to pursue a rezone to CR-3, the following timing challenges will be necessary:

- *A Joint Information Meeting to consider a deed restriction on the property must be scheduled. This could be an extra (second) JIM in later March, which may allow time for all staff members involved to prepare the necessary materials for the meeting. Housing Department staff are already scheduled to present their work plan and Housing Supply Plan at the March JIM and both Town and County legal staff will be involved in drafting the restrictive covenant removing commercial allowances from the property.*
- *Once the Council and BCC have provided direction and authorization to the Housing Authority Board to pursue a rezone and deed restriction, the Housing Authority Board must meet to consider these two items. Housing Department staff will coordinate this meeting and County legal staff will need to attend.*
- *Concurrently, Housing Department staff will need to send notices for another neighborhood meeting that must take place before application can occur. Putting notices together, finding a meeting space, and preparing for the meeting to be held in English and in Spanish will be the responsibility of the Housing Department team.*
- *Pre-application meeting with Planning Staff.*
- *Also concurrently, staff and the Housing Supply Board will be reviewing and scoring responses to the RFP, and then interviewing finalists. Housing staff anticipate this work consuming the majority of our available working hours during the months of February and March. Other concurrent items that will involve Housing Department staff include the consideration of Northern South Park LDRs, which goes to the BCC February 20 and is likely to take several meetings, and the lease up and move in of 36 apartments at Jackson Street Apartments, which will also be occurring in February and March.*
- *Once the Council, BCC, and Housing Authority Board have provided direction to staff to restrict the land and pursue CR-3 zoning, and the neighborhood meeting has taken place, staff will submit an application to the Town Planning Department.*
- *Once an application has been received, staff estimate that it will take 90 days to go to the Planning Commission for consideration. Should PC choose to continue the item, another 30 days will be added to this timeline.*
- *Concurrently, staff will be bringing a recommendation to the Council and BCC at the May JIM for a development partner at 90 Virginian Lane. Once a development partner is chosen, staff will begin negotiating the Ground Lease and Development Agreement for the property, but will not bring this to the Council and BCC until after the property has been rezoned – likely the October or November JIM.*
- *After PC consideration, it will take about 30 days for the item to be considered by Town Council. It will take three Council meetings to confirm the zoning map amendment. Staff anticipates that each subsequent meeting will be 14 days after the prior meeting.*
- *Assuming direction to abandon the current path and pursue a rezone to CR-3 can be heard by the Council and BCC at a JIM and Housing Authority Board by the third week in March, and a neighborhood meeting can also be held by that time, Housing Department staff will then likely submit an application for a rezone to the Planning Department by March 22, 2024.*
- *From there, staff estimate that it will take 160 days to complete the rezone, or sometime in September/October 2024.*
- *After the property has been rezoned, staff will bring the Ground Lease and Development Agreement to the Council and BCC at JIM in October or November. Staff anticipate this item taking two meetings.*

- *Staff will then need to take the same item to the Housing Authority Board for consideration, likely in December or January.*
- *The result will be, at minimum, a delay for the new development of six months, but more likely up to 8 or 9 months.*
- *Because of the delay, Housing Department staff will need to figure out the mechanics of operating a campground summer 2025 or negotiating a contract with a vendor who can do this for us.*
- *Also, the update to the Housing Department Rules & Regulations that was scheduled for the fall of 2024, will be pushed to the spring of 2025 (at the earliest).*

In conclusion, staff is not recommending either Option #2a or Option #2b at this time. Staff finds that staying on course with the NH-1 Text Amendment as modified in Option #1d best meets the Town and County's housing goals and minimizes unintended impacts on the NH-1 zone. However, if the Town Council and County Commissioners are supportive of either of these options, Planning staff would likely be supportive assuming the details of the deed restriction are adequate to mitigate the negative impacts from the future development of the site.

Factors for Consideration.

Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

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

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

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

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

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

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

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

Not applicable per WY state statute.

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

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Public Comment.

Staff have received new public comment since the January 8, 2024, Town Council meeting when the Council voted to approve this item. All public comment received at the time of writing this staff report is attached.

Staff Impact.

Staff have spent approximately 80-90 hours completing research on this topic and preparing this staff report.

Attachments or Links.

Public Comment

January 8, 2024 Staff Report and Application

Suggested Motion.

I move to **approve** an LDR Text Amendment (P23-168) to the NH-1 zone, specifically to allow a fourth story and height bonus for workforce housing per Option #1d, based upon factors 1-6 as presented in this staff report, the department reviews, and this staff report dated February 5, 2024.

Tyler Valentine

From: Diane Galbraith <dianegalwy@gmail.com>
Sent: Monday, January 22, 2024 5:30 PM
To: Town Council
Subject: NH-1

My husband and I have lived in East Jackson since 1975 and have seen many changes as the town has struggled with growth. We are at another crossroad. This one deals with changing our town character into that of a city.. We are vehemently opposed to NH – 1. We do not wish to see four-story buildings popping up all over Jackson. The town's people have not been informed in a timely manner, nor given time to adequately comment.

Town council have you considered the impact this zoning would have on our town? How many NH-1 lots are there? What is the total acreage of such lots? And what is the number of existing and future properties that could be developed via this zoning?

If this is being done so that the Virginian property can be developed, there are other ways to deal with that such as its own specific zoning. TownCouncil are you thinking that this might provide easy changes in other areas of our town. No other entity can operate as you have done.

Cannot we work together for the betterment of The Town of Jackson and Jackson Hole.

Respectfully submitted

Diane and Alan Galbraith

Sent from my iPhone oh gosh all over the town

Tyler Valentine

From: Betsy Engle <eoflint.engage@gmail.com>
Sent: Friday, January 19, 2024 8:58 AM
To: Town Council
Subject: Proposed NH-1 Text Amendment



Dear ToJ Elected Officials,

I am writing to voice my concern over the proposed text amendment to the NH-1 zoning in the town of Jackson allowing for 4-story buildings across the zone. Please vote NO on the ordinance that changes NH-1 zoning. I encourage you to limit any zoning change to the Virginian RV park property only, and to step back and give the proposal the time, research, and public transparency that such a hugely consequential change deserves.

Allowing for 4-stories across the NH-1 zone will impact our western character, our historic building stock, and have far reaching environmental impacts as more perfectly good one, two, and now possibly even three story buildings are sent to the landfill under the weight of development pressure. I feel that much more research is needed to better understand the impacts this change would have before you rush a text amendment through simply because of the Virginian RFP.

Thank you for your time and hard work,

Betsy Engle
Teton County resident

Tyler Valentine

From: noreply@civicplus.com
Sent: Monday, January 29, 2024 8:30 AM
To: Town Council
Subject: Online Form Submittal: Chip & Ineke Leer Email the Town Council



Email the Town Council

Email Content:

To: Honorable Jackson Town Council

We are residents within the 810 West Snow King development adjacent to Virginian Lane property and would like to comment on the proposals for this property as well as our community.

Considering residents needs, we supported the purchase of 90 Virginian Lane property for development into workforce housing. Of which thru our definition was for community members in our local workforce. We envisioned a place where police, fire, first-responders and career professionals could live and raise families. A sustainable development with ample greenspace that echoed the outdoor lifestyle that is Jackson.

Reviewing the situation, we are fearful that the objective of livable housing for residents is being lost. We are confused and do not comprehend the plan for 4 story density projects scattered about town. Thus, we commend you for taking the opportunity to stand back and review the long-term plan. We applaud your decision to not allow commercial at this location.

We understand the need for housing of all types; however, we fear that a short-term fix for density thru 4 stories and rental units will void opportunity to meet long-term objectives for families living and working in our community. We support the development of this property into housing reflective of our community-mindset.

We rely on you to be courageous and look out for the long-term needs for our community.

Thank you for all you do,

Chip & Ineke Leer
868 W. Snow King

Your Name: Chip Leer

Your Company Name: Field not completed.

Your Phone Number: Field not completed.

Your Email Address: chip.leer@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: David Blumenthal <davidjblumenthal@outlook.com>
Sent: Sunday, January 21, 2024 2:41 PM
To: Town Council
Subject: Cease and Desist illegal spot zoning

Dear Town Council,

I am writing to inform you that the proposed plan for the NH-1 Zoning change is illegal spot zoning. Spot zoning is the illegal practice of granting a limited area a special use inconsistent across the zone. *Smith Lee Assoc. v. City of Taylor*, 13 F.3d 920 (6th Cir. 1993); *Ranjel v. City of Lansing*. 417 F.2d 321 (6th Cir. 1969). In *Ranjel*, the Court found allowing low-income townhouses and an apartment building in a single-family district as illegal spot zoning. The Court noted a similar desire claimed by the Town Council of Jackson, to provide housing for low-income individuals, however, such a need cannot allow for spot zoning under the U.S. Constitution.

The Virginian lot is the only plot affected by this zoning rule (to allow four stories and other benefits) and thus is spot zoning within the NH1 via this targeted rule. Proceeding with such a zoning change is futile, against the law, and represents negligence of the town's legal team in not identifying this conflict. Acceptable alternatives are to treat all NH-1 lots equally (granting benefits regardless of lot size) or to abandon the zoning change.

Adjust accordingly.

Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, January 17, 2024 3:51 PM
To: Hailey Morton Levinson
Subject: Online Form Submittal: Joy Watson Email Hailey Morton Levinson



Email Hailey Morton Levinson

Email Content:

Dear Mayor/Council member
Thank you for being the people's representative.

I am shocked and dismayed to discover that without much public knowledge nor discussion, there was a passage 3 to 2 by the Council last week to disregard the Town's current 2-year strategic plan and add an additional story to the proposed housing at the Virginia Park. Why do we have plans if, without public discussion, they are simply voted over? Many of us are already concerned about the traffic on Snow King and the new housing that was in zoning compliance of 3 stories. Now, with what frankly feels like a rush, with very little public knowledge, much less consideration, it was put on the agenda, and in one quick meeting, the first round of voting was set in motion for the 4th story on a huge block of land with no minimal road access, already impassable much of the year at certain hours. Please let us as a community discuss this and slow that fast-track zoning change down and, at least for 2 years, follow a strategic plan.

Thank you for your consideration.
Joy Watson

Your Name:	Joy Watson
Your Company Name:	Field not completed.
Your Phone Number:	307 413 1158
Your Email Address:	joywatson@me.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83001

Tyler Valentine

From: Juliann Whelan <juliannwhelan@gmail.com>
Sent: Tuesday, January 23, 2024 1:27 PM
To: April Norton
Cc: Jean McDaniel; Luetta Keegan; Jonathan Schechter; Jim Rooks
Subject: Virginian Project



Hi April.

I am writing to ask you to help me and others with tracking the progress of the Virginian project. I know that 4 stories are currently being considered. Of course, my concern with that is parking and design. Sagebrush Apartments are a good example of what I do not want to see at this site or really, anywhere in the county again. Monolithic, impersonal and, well, ugly. The Jackson Street apartments look great and I hear a lot of excitement from long standing community members that are candidates for housing of this type. I hope that the Virginian site will make a similar impact in our community in terms of meeting long-term housing needs, making an attractive design contribution and enhancing an existing neighborhood.

Having had a stint on the Planning Commission, I know the lure of wishing for the public's compliance on issues like parking. I also know the temptation of magical thinking in this realm, as well.

Please share with me your schedule for important meetings on the Virginian and when public comment would be most appreciated (Ha!).

Thanks.

Miss

ps. So fun seeing you out and about last weekend. We had such a great time with Anna and her family. Lots of skiing, sledding and laughs.

--

Juliann Whelan
874 West Snow King Ave
P.O. Box 556
Jackson, Wyoming 83001
307 690 5896

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, January 19, 2024 8:31 AM
To: Town Council
Subject: Online Form Submittal: Katie Wilson Email the Town Council



Email the Town Council

Email Content: Town Council,

I am the current Chair of the Town of Jackson Planning Commission. I supported the NH-1 Text Amendment which would allow a 4th story bonus for sites 2 acres or larger. This amendment will apply to the entire NH-1 zone and aligns with the desired character for this zone (high density housing). It allows flexibility in design and again, aligns with the desired high density residential character. I believe that the option of a 4th story in this zone should have been included in the Land Development Regulations when the zone was created.

We live in one of the most beautiful places on this planet and have a vibrant community that needs more affordable opportunities for housing. I encourage you to please support density in town and discourage sprawl.

I am happy to make myself available for questions and discussion.

Best,
Katie Wilson
307-690-8950
Resident of Jackson, Wyoming
Town of Jackson Planning Commission Chair

Your Name: Katie Wilson

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: k.wilson2582@gmail.com

Your City: Jackson

Tyler Valentine

From: Laura Bonich <lauraabonich@gmail.com>
Sent: Tuesday, January 23, 2024 6:17 PM
To: Jessica Chambers
Subject: NH1 at Virginian Lane

Jessica

I was sorry you felt you needed to reconsider your vote. I believe there is considerable community support for 4 stories in locations like the Virginian as well as the other NH1 sites in town. When the Planning Commission discussed big buildings there was discussion about the need to allow 4 stories in more areas and encourage density and support the Town's housing goals. I know you are a strong supporter of housing. Please let me know if I can answer any questions or concerns before your February 5th meeting. Thank you for all you do. Laura

Laura Bonich, PE LEED AP
775-340-5346

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, January 18, 2024 2:42 PM
To: Jim Rooks
Subject: Online Form Submittal: Laura McWethy Email Jim Rooks



Email Jim Rooks

Email Content:

Concerns for what appears to be a hasty Council 3-2 vote on the Housing Authority request to amend zoning to allow a 4th story at the Virginian RV Affordables.

Did the Authority provide Council adequate background, details & understanding of the impact on community at large? And, more importantly, the impact on the adjacent neighborhood. How were residents educated about the results of this zoning change? Opportunity for questions & input was minimal, particularly when Zoom was shut down before the vote. Understandable shut down but nevertheless impeded input.

To quote : Buckrail reporting, January 10, 2024, " According to the Town of Jackson, new affordable housing development will be required to respect & enhance the character & cohesiveness of existing residential neighborhoods ".

400 block of W Kelly? Hardly honored those guidelines. Willow Park Townhomes, 810 West, & the Library are the existing neighbors adjacent to the development. Visualize 4 stories next to them.

Perhaps the Housing Authority should revamp & withdraw their request. Or at least Council members who voted for the zoning amendment could rethink the impact of their vote on the community.

I am a former resident of Jackson, but no less invested in its growth & change.

Thank you.

Your Name:	Laura McWethy
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	307-690-0476

Tyler Valentine

From: Michael Stern <michael@masplaces.com>
Sent: Monday, January 8, 2024 12:37 PM
To: Town Council
Subject: NH-1 text amendment



Dear Mayor and Council members,

I am writing in regard to the proposed text amendment to the NH-1 zoning that would allow 4-story development, which is on today's meeting agenda as proposed by the Housing Authority. **I urge you not to approve this change** for the following reasons:

- This amendment would apply universally to all properties within the NH-1 zone throughout the town of Jackson, in spite of the fact that it is specifically targeted at the proposed Virginian RV park development. This change is unwarranted and likely to cause unforeseen consequences in other parts of town that will not benefit from increased development pressure - in spite of the planners assurances to the contrary.
- A better approach would be to set specific requirements for the Virginian property itself, or barring that, to rezone it to CR-3 - the current zoning of the adjacent Virginian Motel property, which already permits the 4-story development that they are seeking.

The last thing that the neighborhoods zoned NH-1 need is increased pressure for higher density development. Please do not approve this item.

Thank you for your attention,

Michael

Michael A. Stern

PO Box 837, Jackson, WY 83001

Phone: 412-956-3750

Email: Michael@MASplaces.com

www.masplaces.com

Tyler Valentine

From: Representative - Yin, Mike <Mike.Yin@wyoleg.gov>
Sent: Wednesday, January 24, 2024 9:46 AM
To: Hailey Morton Levinson; Jonathan Schechter; Jessica Chambers; Jim Rooks; Arne Jorgensen
Cc: Tyler Sinclair; Susan Scarlata
Subject: 4th story incentive for affordable housing



Hello all,

I apologize for not following the calendar to know when this would be heard. As someone who lives in an NH-1 zone – the Virginian Condos on Virginian Lane, I believe the area where I live is fine for a 4th story. The area has walking and bike access to a complete neighborhood of retail, grocery, restaurants, post office, etc. which minimizes transportation impacts and fulfills our comprehensive plan goals of town is heart and housing more of the workforce in our community.

I do believe the incentive structure is an appropriate way to ensure the extra story would do the most good for the community.

The alternative is that we lose development that could go up instead to development that must instead go outward or not happen at all. I would prefer the development happen where it fits best (which I believe West Jackson is perfect for), rather than more increase in land costs as pressure continues to grow on building in the county.

I hope you will still consider the idea.

Mike Yin

From: noreply@civicplus.com
Sent: Sunday, January 28, 2024 2:42 PM
To: Town Council
Subject: Online Form Submittal: Missy Whelan Email the Town Council



Email the Town Council

Email Content:

My name is Missy Whelan and I am a resident of 810 West. I am writing to you about recent activity at the old RV Park. Speaking as an interested party, please know that the sequencing and process for the development of the Virginian RV Park is difficult to track and disordered.

It now is clear that the cost of this project will drive density -not the worthwhile objective of building a livable community. The stated goal of purchasing the Virginian RV site was to create community-focused housing available to first responders, critical service providers and local workforce so that they can make 'their home here in Jackson'.

NH-1 housing scattered throughout town is not a good vision. You have already had push back from residents living in other parts of town that will be impacted by this kind of zoning. If I were strategic and determined to impede this project, I would encourage you to leave the Virginian site zoned at NH-1 and wait for the push back from the rest of the community who do not want a project with this density in their neighborhood.

However, I do understand that this site is a good one for housing, especially for those who plan to invest in our community and become long term residents. That means that this development must be attractive to those who wish to stay, to grow families and to enjoy a physical environment built to bring people together. Based on 4 story developments like the Sagebrush Apartments, I will actively resist the building of warehousing that is monolithic, impersonal, and a blight on the physical character of Jackson.

I support the change of zoning to CR-3 but need you to focus on the ultimate objective of this project - ensuring that community members in our local workforce can make their home here. That means building an attractive development that is not solely driven by cost but one that places livability and community above all other considerations. My support also comes with the expectation that you honor your earlier vote to allow no commercial at this site.

We are counting on you to make decisions that are in the best long-term interest of Jackson. Thank you.

Your Name: Missy Whelan

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: juliannwhelan@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

Tyler Valentine

From: Perri Stern <perristern1@gmail.com>
Sent: Wednesday, January 24, 2024 10:54 AM
To: Town Council
Subject: Virginiian Property



Thank you Councilperson Sell-Chambers for making a motion to reconsider the January 8, 2024 vote on rezoning the Virginiian property and all NH1 properties in town.

One of the things that I (and I am sure others) appreciate in elected officials is when someone takes time to listen to public comment, carefully consider the facts and implications of a decision/vote, and not be afraid to say- "we need to revisit this".

Thank you.
Perri Stern

Tyler Valentine

From: Sara Adamson <saraescott@mac.com>
Sent: Monday, January 22, 2024 3:36 PM
To: Town Council
Subject: NH1 Zoning changes



Mayor and Town Council,

I represent the Teton Trust for Historic Places, the non-profit that holds the preservation easements on the Genevieve Block and now the Wort House on Pearl. Our recent progress on easements is due to the Town of Jackson's new Historic Preservation Program, for which I thank you.

I am commenting on the proposed changes to NH1 zoning to allow four story buildings on two acre sites.

Having read through the staff report, I see no assessment of the impact of this zoning change to historic buildings in the NH1 zones. Per GIS data, the parcels in the NH1 areas have approximately 75 buildings that are 50 years old or older, the threshold for listing on the Town's Historic Register and on the National Register of Historic Places. Our Board encourages the council to consider the impacts to these resources when making this and any change to the zoning regulations that may incentivize demolition of existing buildings or significantly change the historic character of the Town of Jackson.

Thank you for your consideration and for all you do for Jackson.

Sara Adamson



TETON TRUST
FOR HISTORIC PLACES

P.O. Box 7090 | Jackson, WY 83002

Tyler Valentine

From: Stefania <stefania.samojlik@gmail.com>
Sent: Monday, January 8, 2024 1:58 PM
To: Town Council
Subject: Proposed NH-1 Zoning Changes



The zoning changes for NH-1 to allow 4 story buildings are a bad idea. There are no proposals for traffic studies on the effects of an increase in density by allowing such large buildings in this neighborhood. Unless you live under a rock, you should already be aware of the traffic problems on Snow King Ave during rush hour. This increase in density will only aggravate this issue, especially since the rezone is explicitly for the purpose of building more parking.

Instead, I'd like to propose another idea. Since the proposed zoning already stipulates that the fourth story only applies to properties that are less than 1/4 mile away from public transportation, perhaps we should also change the zoning so developments of this size and density have no parking at all. This will keep developers happy by maximizing living space instead of building parking lots. This will also be better for the neighborhood by reducing traffic and the environmental impact of vehicles, as well as benefiting the pursestrings of the residents of this new housing project who will no longer require cars.

If you are absolutely hellbent on changing the zoning for the purpose of the Virginian housing projects, just rezone that one property. There may be unintended consequences of rezoning the whole swath of NH-1 that can at least be minimized today by sandboxing these zoning changes to just that one property.

Best,
Stefania Fram

Tyler Valentine

From: Tammy Christel <tammychristel@gmail.com>
Sent: Tuesday, January 9, 2024 7:07 PM
To: Jim Rooks
Subject: Re: Online Form Submittal: Email Jim Rooks



I will. Thank you for this, Jim. Tammy

Tammy Christel
Arts Writer
Jackson Hole Art Blog

Jackson Hole Art Blog: www.jacksonholeartblog.com
Facebook: <https://www.facebook.com/JHArtBlog/>
Instagram: [@jacksonholeartblog](https://www.instagram.com/jacksonholeartblog)

On Tue, Jan 9, 2024 at 5:20 PM Jim Rooks <JRooks@jacksonwy.gov> wrote:

Hello Tammy. Thanks for reaching out. To clarify the situation....the joint Town & County already votes to build the Virg RV project at 4 stories. I tried to limit it to 1/3 or 1/2 of the project, but didn't have the votes. My vote yesterday was to avoid allowing ALL NH-1 in the Town of Jackson to go to 4 stories. In short....it's far worse that you might have imagined. Instead of just zoning Virg RV at 4 stories....3/5 Council members are voting to apply that same 4 story standard to ALL NH-1 lots in town. I hope you keep informed & give public comment against the 4 story re-zone.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, January 9, 2024 1:33:06 PM
To: Jim Rooks <JRooks@jacksonwy.gov>
Subject: Online Form Submittal: Email Jim Rooks

Email Jim Rooks

Email Content: Thank you for your "no" vote on the proposed zoning change that would add a fourth story to the Virginian property.

Your Name: Tammy Christel

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: tammychristel@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

Tyler Valentine

From: Tammy Christel <tammychristel@gmail.com>
Sent: Monday, January 22, 2024 11:04 AM
To: Jim Rooks
Subject: Text of my statement



Here you go, Jim. I'm speaking to all the other members, not you! :-)) Thanks so much for your perseverance and for taking the time to speak with me about all of this! ~ Tammy

•

For 20 years town and county have been making consequential planning decisions without the input and approval of their own citizens. Attempting to sneak 4-story zoning into the Virginian lot and other parts of town offends the public you are sworn to serve. We are straining under the chaos that unbridled development has created here, and, by extension, in Grand Teton National Park.

There are no boundaries; you keep moving them.

Town and County are obliged to have factual zoning in place prior to sending out RFPs, but that didn't happen. The proposal was released before any public process could occur, and now the town is racing through a proceeding that should require a year's review. By not informing the public, proponents of this path robbed the public of the ability to assess the applicant's (YOU, by the way) proposal.

As leaders, your mandates should be: protect land, protect waters, protect wildlife, protect citizens. How does adding 2,000 units you have no evidence will sell in the current economic climate (unless that's something else we don't know), along with the thousands of cars, boats, motorcycles, service trucks, e-bikes and campers...protect those things?

How can you consider executing a scattershot plan capable of annihilating long-standing communities? Those who have raised their families here, worked and contributed tangibly, will lose privacy, a degree of safety, be surrounded by transients wanting to impose the cultures they left onto us—and literally be denied sunlight.

There is no light shining on this government's procedural practices. If you are a part of this process—a process whereby staff people are making your mind up for you, this is on you. Rather than representing the people, you are basing decisions on inter-office bureaucracy.

In any city, these actions erode society. Transparency encourages accountability and enables citizens to know what their government is doing. A top priority should be to create new websites and public communication forums easily accessible and intuitive for all.

Traffic, emissions, noise, wildlife displacement, water studies are not in evidence. Nothing to show that you've considered our hospitals, fire department, police, emergency responders, streets, schools, post offices and teachers. *How will they cope with 2,000 more households?* You had short notice; but rather than take a beat, you voted to block changes and pass the first reading.

We pay your salaries. We HIRED you. This is an election year, and we can un-hire you.

Tammy Christel

Arts Writer

Jackson Hole Art Blog

Jackson Hole Art Blog: www.jacksonholeartblog.com

Facebook: <https://www.facebook.com/JHArtBlog/>

Instagram: [@jacksonholeartblog](https://www.instagram.com/jacksonholeartblog)

STAFF REPORT



Meeting Date:	January 8, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Request for a Land Development Regulation (LDR) Text Amendment to Section 2.2.9 (P23-168)	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and approval by the Town Council.

Requested Action.

The applicant, Jackson Teton County Housing Authority, is requesting approval of an LDR Text Amendment to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a 4th story and height bonus for sites that meet certain criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendation.

The Planning Director and Planning Commission recommend approval of LDR Text Amendment P23-168 to allow a 4th story and height bonus in the NH-1 zone, subject to this staff report and the department reviews attached hereto.

Background.

In 2018, the NH-1 zone was created and used to replace multiple zones in certain parts of Town, namely the Urban Residential (UR) zone, Auto-Urban Residential (AR) zone, Neighborhood Conservation (NC) zone, and Business Conservation (BC) zone. The NH-1 zone is the residential zone with the highest allowed density and the only zone to have a minimum density requirement of 17.4 units per acre which is intended to discourage “underdevelopment” of properties that are optimally located to accommodate higher-density housing instead of typical single-family homes. This approach aligns with the Comprehensive Plan goal of building denser residential projects in Transitional subareas that house our workforce close to services and jobs.

Early in 2023, the Town Council and County Commissioners expressed interest in purchasing the 5.15-acre Virginian Recreational Vehicle (RV) Park at 90 Virginian Lane for the purpose of developing it for workforce housing. The property went under contract in April 2023 and was purchased several months later. During Joint Information Meeting (JIM) discussions surrounding the purchase, the Town Council and County Commissioners directed staff to bring back an LDR Text Amendment to the NH-1 zone that would maximize the allowed density (i.e., a 4th story workforce housing bonus) and provide flexibility to allow limited Local Convenience Commercial uses (this was later removed from the application). The idea of the 4th story height bonus and Local Convenience Commercial in NH-1 comes from two existing zones, Office Residential (OR) and Commercial Residential – 3 (CR-3) zones, which already have very similar allowances.

Later at the November 6, 2023, JIM meeting, which occurred before the Town Council had a chance to formally review the NH-1 Text Amendment, both County Commissioners and Town Councilors changed their original

position on Local Convenience Commercial and agreed that it should not be included in the Virginian project. No changes were proposed regarding the 4th story bonus. As a result, the applicant revised their application to remove Local Convenience Commercial from the text amendment which was a significant enough change and required another review by the Planning Commission (PC). A summary of the PC's review and recommendation of the revised application can be found below under **Staff Analysis**.

Background on 4th Story Bonus - In 2015, the Town Council approved an amendment to the LDRs to allow additional height up to 48' (where the limit was 35') and a 4th story in the Urban Residential (UR) zone if the property was at least 2 acres in size, the additional floor area on the 4th story (or an equivalent) was deed restricted for the workforce, and if other criteria were met (criteria below). This amendment was proposed by the Jackson Hole Mountain Resort (JHMR) as a tool that was intended to apply to their Powderhorn Planned Unit Development (PUD) dormitory development. It is important to note that the UR zone no longer exists in the LDRs but that the same height and 4th story bonus option now exists only in the CR-3 zone using the same criteria. Since the adoption of the 4th story bonus, the Powderhorn PUD, Sagebrush Apartments, and The Loop are the only developments to use the tool. Below is a summarized version of the site-specific criteria for the CR-3 zone to get the 4th Story Bonus:

- A development site shall be at least 2 contiguous acres.
- The additional floor area applied may be distributed throughout the structure.
- The additional floor area applied needs to be deed-restricted and on-site.
- Building needs to be setback from and building height step down to small-scale development.
- The site shall be served by transit within 1/4 mile.
- The site shall be within 1/4 mile walking distance from numerous commercial services.
- The additional building height shall not decrease the required open space.

Proposed Amendment.

The applicant, Jackson Teton County Housing Authority, is requesting approval of an LDR Text Amendments to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a 4th story and 48' height bonus (existing height limit is 35' – 39' depending on roof pitch) for sites that meet the following criteria (summarized version):

- A development site shall be at least 2 contiguous acres.
- The additional floor area applied may be distributed throughout the structure.
- The additional floor area applied needs to be deed-restricted and on-site.
- Building needs to be setback from and building height step down to small-scale development.
- The site shall be served by transit within 1/4 mile.
- The site shall be within 1/4 mile walking distance from numerous commercial services.
- The additional building height shall not decrease the required open space.
- Fourth story may be used for parking that serves the added deed-restricted units.
- 40% of the fourth story shall be stepped-back 10' along all streets.

As proposed, if a site meets the above criteria, a 4th story and 48' building height would be allowed provided the floor area dedicated to the 4th story is 100% deed restricted. In addition, the floor area of the 4th story would be exempt from the maximum Floor Area Ratio (FAR) and the review thresholds in the NH-1 zone. Use of the 4th story bonus would not exempt a developer from complying with other LDR requirements such as setback, landscaping, parking, etc. The criteria proposed for NH-1 are nearly the same as the criteria for a 4th story in the CR-3 zone, with the main difference being that the 4th story bonus in NH-1 can be used for parking serving deed-

restricted units of the project and portions of the 4th story need to be stepped back from the street. Please refer to the language in red below for a full list of the specified criteria.

Aside from the Town Council and County Commissioner's direction to bring this text amendment forward, the applicant states that the primary objective for this amendment is to incentivize the production of deed-restricted affordable and workforce homes via access to additional development potential in the form of a 4th story allowance in the NH-1 zone. Below on the next page are the LDR sections affected by this text amendment with the proposed language in red type:

LDR Section 2.2.9.A – General Intent Section

A. Intent.

1. General Intent: The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
2. Buildings: Buildings of three or more attached units can be up to three stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof **pitch, design, and on certain sites a 4th story workforce housing bonus.**
3. Parking: Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.
4. Land Use: The full spectrum from a detached home to whatever size building can fit the site based on the minimum required density (17.4 units/acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.
5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

LDR Section 2.2.9.E. Additional Zone-specific Standards

[1. Minimum Density]

2. **Workforce Housing Incentive for Additional Height. A structure may be 48 feet in height and 4 stories provided the following criteria are met.**
 - a. **The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.**
 - i. **It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;**
 - ii. **It may have an employment and/or price restriction.**
 - iii. **It shall be exempt from the calculation of affordable housing required but shall not be used to meet the affordable housing requirement for the project.**

- iv. Fourth story may be used for parking that serves the deed restricted residential units.
- b. The project shall provide the affordable housing required by Div. 6.3. on site.
- c. The site shall be at least two contiguous acres to provide opportunity for sufficient setback from and building height step down to small scale development.
- d. The site shall be served by transit within 1/4 mile.
- e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
- f. The additional building height shall not increase the floor area allowance or decrease the required open space.
- g. For all street facades, the 4th story shall be stepped back a minimum of 10' for at least 40% of the overall façade width. Roofs above the stepped-back portions may encroach a maximum of 3' into the 10' setback.

Staff Analysis.

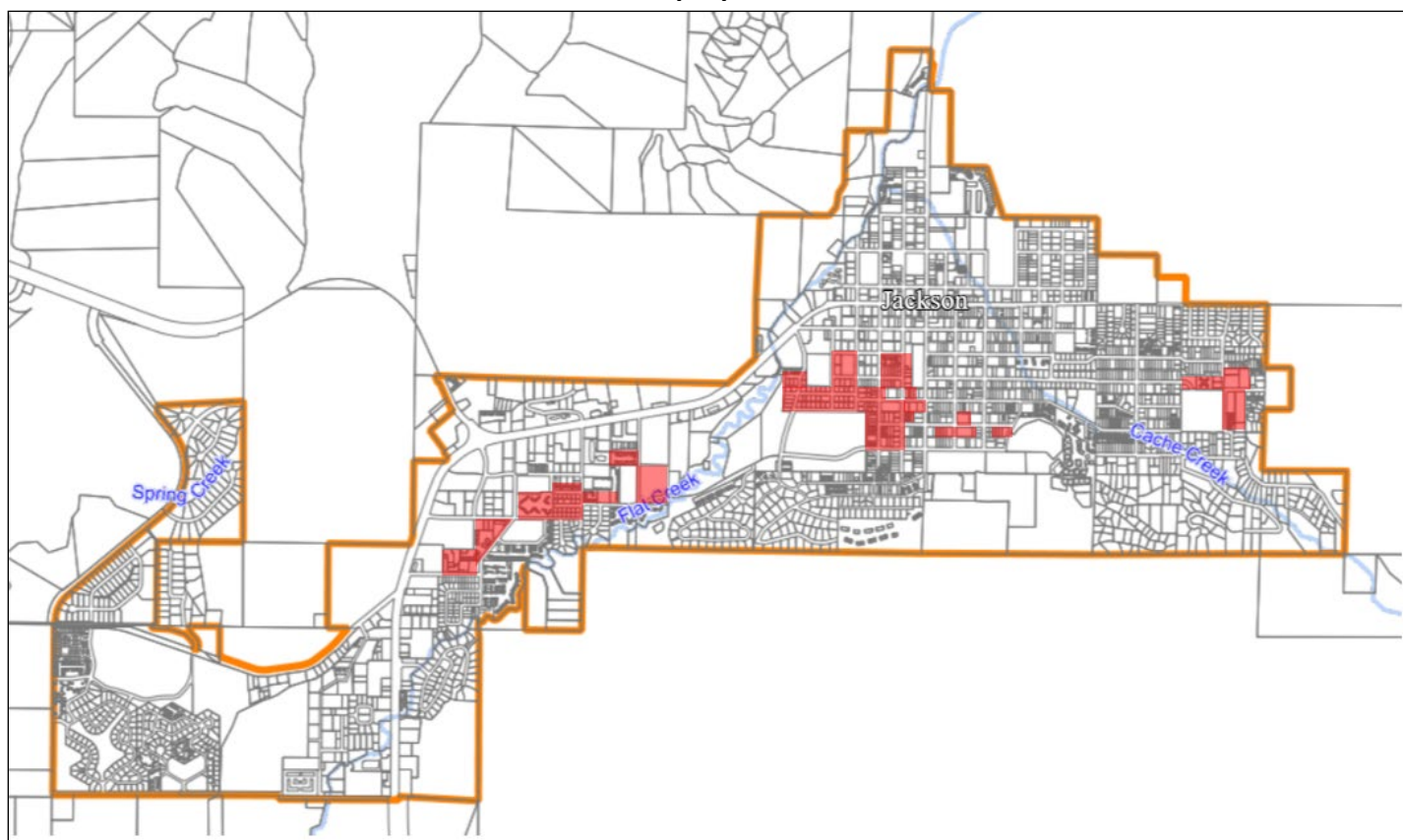
After reviewing the proposed text amendment, staff finds that it complies with the general intent of the NH-1 zone and the general purpose and organization of the LDRs. The NH-1 zone is a Transitional zone that encourages high-density workforce housing, allows a variety of housing types, allows development up to 3 stories and 39' in height, and allows the use of the 2:1 workforce housing bonus. Since the NH-1 zone already encourages workforce housing and allows the highest residential densities among all the residential zones, staff finds that NH-1 zone is an appropriate zone for the 4th story bonus. In addition, since the proposed bonus applies to a limited number of properties in town due to the 2-acre minimum site rule, staff does not find that the tool will significantly impact the zone. Furthermore, as stated in the findings section below, removing barriers to housing and encouraging denser workforce housing projects is a primary goal of the Comprehensive Plan and the 4th story bonus incentive provides a tool for larger sites to achieve our housing objectives.

As previously stated, the proposed 4th story bonus is a tool that already exists in the CR-3 zone and was essentially walked over to the NH-1 zone with some minor changes. The first change allows the 4th story bonus to be used for parking that serves deed-restricted units of the project. This means that if a project utilizes the 4th story bonus, an attached or detached 4-story parking garage can be built to park the deed-restricted units. The general idea behind adding this provision was to provide developers with flexibility in designing their parking, whether it be underground, structured, surface, or stand-alone. Staff finds that if we are going to allow a 4th story for housing units, then allowing it for structured parking to serve those units makes practical sense, although staff would encourage such parking structures to be screened from public view as much as possible. All parking would still need to comply with all physical development standards for the NH-1 zone.

The second change adds a standard (criteria "g") that requires a 10' street setback for 40% of the 4th story on all street frontages where the existing CR-3 bonus requires no such setback. Street setbacks are very common in all of the Town's commercial/mixed-used zones and were added to help offset the visual impact of the increased heights allowed by the adoption in 2016 of the new form-based standards. The existing 4th story bonus in the CR-3 already has criteria "c" that requires 4 story buildings to be setback and stepped down to adjacent smaller development which addresses how the building relates to its neighbors. However, criteria "g" was added to the NH-1 amendment to better address the massing as viewed from the street. Staff is aware that setbacks play a small role in breaking up the bulk and scale of larger buildings and that ultimately good design and architecture are the key contributing factors to a successful building whether large or not. Staff and the applicant find that criteria "g" is not overly restrictive and help in small ways to address the bulk and scale of larger buildings.

In terms of impact, there are over 170 properties zoned NH-1. However, staff estimates the proposed changes would apply to less than 6% of the NH-1 zone, or about 10 sites (i.e., 2 or more contiguous acres of land). However, among those sites with 2 or more acres, only about 3 of them are under common ownership and the others are under some form of Homeowner's Association (condos or townhomes), such as Elk Run or Creekside Condominiums. The degree to which this subset of properties could take advantage of the proposed changes is not known but staff does not anticipate much participation since nearly all applicable properties regardless of ownership status are already developed and it is unlikely these sites would be scraped for redevelopment or have existing space to expand. However, despite the small number of NH-1 sites with 2 acres or more of contiguous land, there is the possibility that a developer could aggregate multiple properties into a larger site to obtain the two-acre minimum site area. As an example, someone could purchase 12 contiguous Town lots (7,500 sf each) to create a 2-acre site. Lot aggregation has most recently occurred as part of The Loop project. It also does not preclude a property owner of a differently zoned property from requesting and being approved for a zone change to NH-1. However, even though such outcomes are possible, staff finds that the likelihood of successful aggregation of rezoning is relatively small and not a major concern. The map on the following page shows all NH-1 zoned properties in red:

NH-1 zoned properties in red:



Planning Commission.

At the regularly scheduled meeting on November 1, 2023, the Planning Commission (PC) reviewed an LDR Text Amendment, which at that time proposed both a 4th story bonus and Local Convenience Commercial use (this was later removed from the application) to the NH-1 zone. The PC unanimously recommended denial to the Town Council as they were not able to make Factors #1, #2, & #5. In general, the PC struggled to find that a

zone-wide text amendment was the appropriate way to achieve a site-specific project goal for the Virginian property.

The PC later reviewed this item again on December 12, 2023, after the Town Council and County Commissioners directed staff to remove Local Convenience Commercial from the text amendment. At this meeting, the PC recommended approval (3-1 vote) to the Town Council. Although the PC acknowledged that this request is essentially a zone-wide approach to achieving a project-specific goal at the Virginian site, the majority of Commissioners were supportive of a 4th story bonus option in the NH-1 zone because it created an incentive for additional workforce housing and would likely impact only a small number of qualified sites. The one dissenting vote also vocally expressed support for additional workforce housing but held the opinion that a rezone of the Virginian property would be the most appropriate way to achieve a site-specific project goal versus a text amendment.

Factors for Consideration.

Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the 4th story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the 4th story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

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

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

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

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

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

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The 4th story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The 4th story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

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

Not applicable per WY state statute.

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

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Staff Impact.

Staff has spent approximately 50 hours completing research on this topic and preparing this staff report.

Attachments or Links.

Application packet
Departmental reviews

Suggested Motion.

I move to **approve** an LDR Text Amendment (P23-168) to the NH-1 zone, specifically to allow a 4th story and height bonus for workforce housing, based upon factors 1-6 as presented in this staff report, the department reviews, and this staff report dated January 8, 2024.



Jackson/Teton County Affordable Housing Department

Kristi Malone

Housing Supply Specialist

kristi.malone@tetoncountywy.gov

P: 307.732.8571

November 27, 2023

RE: Revision to Request for Land Development Regulation Text Amendments to the NH-1 Zone (P23-168)

Dear Tyler,

Thank you for your attentive review of the Housing Department's application for amendment to the NH-1 zone of the Town of Jackson Land Development Regulations (LDRs). We also very much appreciate the thoughtful feedback provided from the Planning Commission review earlier this month. We have since revised this application to highlight our primary request to add the Workforce Housing Incentive for Additional Height by eliminating the request for allowance of Accessory Local Convenience Commercial uses. Please see the attached revised application materials and contact me with any questions.

Attachments to this letter:

1. Revised Application Narrative
2. Revised Draft LDR Amendment Redline

Sincerely,

Kristi Malone

Kristi Malone

EXISTING TEXT TO BE AMENDED

This application requests amendment to the Town of Jackson Land Development Regulations (LDRs) to add the Workforce Housing Incentive for Additional Height option to the NH-1 zone-specific standards for development sites that meet specified criteria.

The existing LDR text to be amended is:

- Adding 2.2.9.E.2 Workforce Housing Incentive for Additional Height to NH-1 Zone-specific Standards
- Ensuring continuity of the above amendment with the intent of the NH-1 zone described in Section 2.2.9.A

A redline version of the proposed text amendment is included in this application.

NARRATIVE DESCRIPTION OF THE OBJECTIVE

The primary objective of the proposed text amendment is to:

1. incentivize the production of deed restricted affordable and workforce homes via access to additional development potential in the form of a fourth story allowance in the NH-1 zone for sites meeting specific criteria

FACTORS FOR CONSIDERATION

1. Is consistent with the purposes and organization of the LDRs;

Complies. The **purpose** of the LDRs is “to implement the Jackson/Teton County Comprehensive Plan and promote the health, safety, and general welfare of the present and future inhabitants of the community...” Allowing greater opportunity for deed restricted affordable and workforce housing within an appropriate contextual scale and density setting improves access to safe, stable housing, thereby protecting the welfare of our community. A complete analysis of how the proposed LDR amendment will implement the Jackson/Teton County Comprehensive Plan is included in section 5, below.

Consistency with the **organization** of the LDRs is supported by both integrating and modeling the proposed text amendment to match the formatting and language of relevant existing sections of the LDRs. The proposed language to add a fourth story restricted housing option to sites meeting specific criteria in the NH-1 zone was replicated from the same language currently in the CR-3 zone for this fourth-floor option. Minor edits from the existing CR-3 text are proposed for inclusion in the NH-1 zone to clarify that, 1) a fourth story may be used for parking; 2) that qualifying sites must contiguously be 2 acres in size; and 3) that stepback design features are required.

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

Complies. The proposed text amendment builds on the form-based, housing-priority elements of the 2018 Town-wide zoning update. Consistent with other prominent zones in the Midtown

district, like CR-3, this text amendment would introduce options for additional housing incentives in the NH-1 zone, but within a limited context defined by a neighborhood-scale site size and with primary residential uses as the foundation of the zone.

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

Complies. With clear physical development and use standards integrated into the proposed text amendment, singular or collective landowners of 2+ acre sites can flexibly employ the deed-restricted 4th floor housing option to varying degrees as these elements support the unique design, needs and qualities of individual projects. According to the current Town of Jackson Official Zoning Map, existing sites in which the NH-1 zone is applied to 2 or more contiguous acres of land area and to which the proposed fourth story bonus may be applied are:

- Webster Laplant Homestead (approximately 4.5 acres)
- The Clusters (approximately 4+ acres)
- Jackson Hole Meadows (approximately 3.5 acres)
- Scott & Snow King Condo Addition + Jackson Hole Distributing Site (approximately 2 acres)
- 90 Virginian Lane (5.15 acres)
- Trumpeter Swan Condos + Hawks View Townhomes (approximately 2 acres)
- Meadowbrook Village (approximately 3.5 acres)
- Karns 1st, 2nd, 3rd, 4th, 5th, 6th & 7th Additions + West Hansen Townhouses + Kelly Place Condos + Wort 2nd Addition, Ski Hill Townhouses Addition, Indian Summer Townhouses, Alpine Mountain Townhomes, Millward Townhomes, Glenwood Townhomes (approximately 35 acres)
- Meadowland (approximately 3+ acres)
- High Teton Condos, Senior Center, Cedar Creek apartments, Pioneer Homestead Apartments, Buffalo Head Townhomes, Beesley Subdivision, Shadowtree Townhomes (approximately 11 acres)

Of the sites listed, only 90 Virginian Lane, Webster Laplant apartments, and Pioneer Homestead apartments sites contain over 2 contiguous acres of NH-1 land under single entity ownership (per review of the Teton County Clerk's records). If approved, use of the fourth story option presented in this text amendment will be evaluated for implementation at 90 Virginian Lane for affordable and workforce housing.

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

Complies. The proposed text amendment is necessary to address public necessity. The Town Council is empowered to promote the health, safety, and general welfare of the present and future inhabitants of the community. Access to stable workforce and affordable housing is a public necessity directly linked to the individual and collective health, safety and welfare of

people working and residing locally. The recently completed Teton Region Housing Needs Assessment identifies significant gaps in access to affordable workforce housing and even more dire projections for future need. With timeliness paramount, it is important to make diverse housing incentive tools available to all appropriate Town locations so that, as redevelopment occurs, permanently deed restricted housing can be expediently incorporated. Application of the 4th floor housing bonus option to large (2+ acre) NH-1 sites incentivizes the production of units restricted for workforce occupancy.

5. Improves implementation of the Comprehensive Plan; and

Complies. Implementation of the following applicable Goals, Principles, and Policies is improved by the proposed LDR text amendment.

Increasing development potential options in the NH-1 zone maintains the community's goal to preserve and protect habitat, habitat connections, scenery, and open space by directing growth into Complete Neighborhoods.

- *Chapter 1. Stewardship of Wildlife, Natural Resources and Scenery Goal: Maintain healthy populations of all native species and preserve the ability of future generations to enjoy the quality natural, scenic, and agricultural resources that largely define our community character.*

Increasing local housing options for local workers reduces both commuter and local car dependence, decreasing GHG emissions. Adding density to infill/redevelopment sites uses less energy than greenfield development.

- *Chapter 2. Climate Sustainability Goal: Emit less greenhouse gases than we did in 2012.*
 - *Principle 2.1— Reduce consumption of non-renewable energy.*
 - *Policy 2.1.a: Shift community energy consumption behavior*
 - *Principle 2.2— Reduce greenhouse gas emissions through land use.*
 - *Policy 2.2.a: Enhance suitable locations as Complete Neighborhoods*
 - *Policy 2.2.b: Direct growth out of habitat, scenery, and open space*
 - *Policy 2.2.c: Improve air quality*
 - *Principle 2.3— Reduce greenhouse gas emissions through transportation.*
 - *Policy 2.3.a: Meet future transportation demand through the use of alternative modes*
 - *Policy 2.3.b: Create a safe, efficient, interconnected multimodal transportation network*

Within the community-wide growth management context directed by the Comprehensive Plan, offering additional locational application of an existing housing bonus option ensures that the amount of development potential is not increased (bonus units built are pulled from finite resource pool), development is in the most suitable location (Town Complete Neighborhood), and is the best type to support our community (permanently deed restricted housing).

- *Chapter 3. Responsible Growth Management Goal: Direct at least 60% of future growth into Complete Neighborhoods to preserve habitat, scenery and open space and provide workforce housing opportunities.*
 - *Principle 3.1—Direct growth out of habitat, scenery, and open space.*
 - *Policy 3.1.a: Ensure there is no net increase in development potential*
 - *Policy 3.1.b: Direct development toward suitable Complete Neighborhood subareas*
 - *Principle 3.2—Enhance suitable locations as Complete Neighborhoods.*
 - *Policy 3.2.a: Enhance the quality, desirability, and integrity of Complete Neighborhoods*
 - *Policy 3.2.d: Emphasize a variety of housing types*
 - *Principle 3.3—Manage growth predictably and locally.*
 - *Policy 3.3.a: Make land use decisions based on Plan framework and policies*
 - *Policy 3.3.d: Strive not to export impacts to other jurisdictions in the region*

Increasing options for development potential in a Town Complete Neighborhood Character Zone supports Town as the Heart of the Region. This proposed development potential is tied to permanent, year-round workforce. Adding this option only to NH-1 with specific site criteria focuses development potential on Transitional Subareas and additional deed-restricted homes.

- *Chapter 4. Town as the Heart of the Region-The Central Complete Neighborhood Goal: The Town of Jackson will continue to be the primary location for jobs, housing, shopping, educational and cultural activities.*
 - *Principle 4.1—Maintain Town as the central Complete Neighborhood.*
 - *Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing*
 - *Policy 4.1.c: Promote compatible infill and redevelopment that fits Jackson's neighborhoods*
 - *Principle 4.3—Develop desirable residential neighborhoods.*
 - *Policy 4.3.b: Develop Transitional Subareas*
- *Chapter 5. Local Workforce Housing Goal: Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally.*
 - *Principle 5.1—Maintain a diverse population by providing workforce housing.*
 - *Policy 5.1.a: House at least 65% of the workforce locally*
 - *Principle 5.2—Strategically locate a variety of housing types.*
 - *Policy 5.2.a: Provide a variety of housing options*
 - *Policy 5.2.b: Housing will be consistent with Character Districts*
 - *Principle 5.3—Reduce the shortage of housing that is affordable to the workforce.*
 - *Policy 5.3.c: Create workforce housing to address remaining shortages*

- *Principle 5.4—Use a balanced set of tools to meet our housing goal.*
 - *Policy 5.4.d: Provide incentives for the provision of workforce housing*
- *Chapter 6. A Diverse and Balanced Economy Goal: Develop a sustainable, vibrant, stable and diversified local economy.*
 - *Principle 6.3—Create a positive atmosphere for economic development.*
 - *Policy 6.3.a: Ensure year-round economic viability*
 - *Policy 6.3.e: Balance housing, nonresidential development, and civic uses*
- *Chapter 7. Multimodal Transportation Goal: Travel by walk, bike, carpool, or transit will be more convenient than travel by single- occupancy vehicle.*
 - *Principle 7.1—Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure*
 - *Policy 7.1.a: Increase the capacity for walking, biking, carpooling and riding transit*

Locationally, the NH-1 zone is applied to Transitional Subareas. LDR Section 2.2.9 for the NH1 zone states, “This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.” Implementation of the proposed text amendment in the NH-1 zone is summarized in Comp Plan Policy 4.3.b: Develop Transitional Subareas:

*“Future development should provide a variety of housing types that **create additional workforce housing**, including multiple family owner-occupied and rental housing....Character will be defined less by the existing development pattern and more by the future Vision for the subarea. Developers are encouraged to utilize the allowances and incentives because these transitional subareas are the desired location of growth. Impactful investments in public infrastructure and housing will help to bolster these subareas and support efforts to promote quality of life.”*

6. Is consistent with the other adopted Town Ordinances.

Complies. Adopted Town Ordinances support the legislative discretion of the Jackson Town Council to administer and amend the Town of Jackson Land Development Regulations.

WORKFORCE HOUSING INCENTIVE FOR ADDITIONAL HEIGHT

2.2.9.A. Intent

1. **General Intent:** The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
2. **Buildings:** Buildings of three or more attached units can be up to three stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch, ~~and~~ design, and on certain sites a fourth story workforce housing bonus.
3. **Parking:** Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.
4. **Land Use:** The full spectrum from a detached home to whatever size building can fit the site based on the minimum required density (17.4 units/acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.
5. **Comprehensive Plan:** Based primarily on Subarea 3.2 in the Comprehensive Plan.

2.2.9.E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

[1. Minimum Density]

2. Workforce Housing Incentive for Additional Height. A structure may be 48 feet in height and 4 stories provided the following criteria are met.
 - a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;
 - ii. It may have an employment and/or price restriction.
 - iii. It shall be exempt from the calculation of affordable housing required but shall not be used to meet the affordable housing requirement for the project.
 - iv. The fourth story may be used for parking that serves the deed restricted residential units.

- b. The project shall provide the affordable housing required by Div. 6.3. on site.
- c. The site shall be at least 2 contiguous acres to provide opportunity for sufficient setback from, and building height step down to small scale development.
- d. The site shall be served by transit within 1/4 mile.
- e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
- f. The additional building height shall not increase the floor area allowance or decrease the required open space.
- g. For all street facades, the fourth story shall be stepped back a minimum of 10' for at least 40% of the overall façade width. Roofs above the stepped-back portions may encroach a maximum of 3' into the 10' stepback.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-168		ENGINEERING DEPARTMENT COMMENTS	LDR TEXT AMENDMENT - Approved P23-168 ADDRESS: n/a OWNER: n/a APPLICANT: Jackson/Teton County Housing Department 10/18/2023 Matthew Doyle, 733-3079 DATE OF SUBMITTAL: 9/14/2023 DATE OF MATERIALS: 9/11/2023 (Application) REVISION NO.: 00 The engineering division has reviewed your application for an LDR TEXT AMENDMENT submitted on and with application materials as dated above. NO COMMENT NO FEES		
P23-168		PLANNING DEPARTMENT COMMENTS	Staff recommends adding a 4th story setback requirement similar to other commercial/mixed-use zones and modifying the "Intent" section for the NH-1 zone to include language about potential 4-story buildings and potential accessory commercial uses for certain large sites.		
	09/14/2023	PC PUBLIC NOTICE		ALANGLEY@JACKSONWY.GOV	
	09/14/2023	TOWN COUNCIL 3RD READING		KPAGE@JACKSONWY.GOV	09/14/2023
	10/18/2023	TC PUBLIC NOTICE		MDOYLE@JACKSONWY.GOV	10/18/2023
	10/27/2023	TOWN COUNCIL 1ST READING		TVALENTINE@JACKSONWY.GOV	10/27/2023
		TOWN COUNCIL MEETING			
		FIRE DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		COMPLETENESS REVIEW			
		DETERMINATION OF SUFFICIENCY			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		PATHWAYS DEPARTMENT COMMENTS			
		PC KEY ISSUES			
		FINAL LETTER			
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		POLICE DEPARTMENT COMMENTS			
		PLANNING COMMISSION REVIEW AND RECOMMENDATIO N			
		TOWN COUNCIL 2ND READING			
		PC ROUGH DRAFT			
		BUILDING DEPARTMENT COMMENTS			
		INITIAL REPORT			
		PC FINAL DRAFT			
		LEGAL DEPARTMENT COMMENTS			
		JOINT HOUSING DEPARTMENT COMMENTS			
		FINAL REPORT			
		START DEPARTMENT COMMENTS			

STAFF REPORT



Meeting Date:	February 5, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Paul Anthony
Agenda Item:	SUBJECT: Second Reading Ordinance G; (P23-026)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at Second Reading Ordinance G to amend the Town of Jackson's Land Development Regulations (LDRs) to "clean up" and improve clarity of various sections of the LDRs.

Requested Action.

Staff requests consideration of Ordinances G to approve changes to the Town of Jackson's LDRs to fix errors and inconsistencies, improve clarity, and address changing needs.

Recommendation.

The Community Development Director recommends approval of Ordinances G as presented in this staff report.

Background.

At the May 15, 2023, Town Council regular meeting, Town Council initially approved the proposed amendments and directed staff to prepare an Ordinance to amend the LDRs as presented. The Council then heard this item at first reading on December 4, 2023, and January 8, 2024, where it approved the amendments for first reading but with the removal of the following amendment items:

1. Item #4: Replacement of Nonconforming Structures;
2. Item #9: Fence Standards;
3. Item #27: Landscape Bond;
4. Item #32: Residential Unit Definition;
5. Item #38: Guest Parking;
6. Item #42: ADA Parking;
7. Item #46: Snow Storage;
8. Item #71: Plat Content;
9. Item #73: LDR Amendments [item already deleted in March, 2023]
10. Item #78: Residential Architectural Projections.

The Council directed staff to possibly bring back these amendments to the Council in the future with more comprehensive explanations of their need and impact. The staff report of the January 8, 2024, meeting is attached.

On January 22, 2024, the Council approved at first reading Ordinance G which was separated from the other 'Cleanup' ordinances due to a transcription error made by staff regarding Item #15 (Sketch Plan thresholds in Town Square (TS) Zones) approved by the Council at the May 15, 2023, meeting. The error was neglecting to include the same increase to the Sketch Plan thresholds for both the Town Square – 1 and Town Square – 2 Zones as was clearly approved and intended. See below for the text that was originally approved by Council in May 2023.

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.	Physical Development	Sketch Plan (Sec. 8.3.2.)	Dev. Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)
			Floor Area (<u>Habitable including basement</u>)			
			≤ 10,000 sf			
			10,001 – <u>30,000</u> 20,000 sf			
			> <u>30,000</u> 20,000 sf			

Because of this oversight, Ordinance G is presented now at second reading but will be brought forward with all the other ordinances at third reading.

Factors for Consideration

Below are the factors that the Council considered at a regular meeting on January 8, 2024.

Zoning Text Amendment (P23-026): Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. *Is consistent with the purposes and organization of the LDRs;*

Complies. The 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.

ATTACHMENTS OR LINKS

Ordinance G

January 22, 2024, Council staff report

SUGGESTED MOTION

I move to approve Ordinances G on second reading.

STAFF REPORT



Meeting Date:	January 22, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Paul Anthony
Agenda Item:	SUBJECT: First Reading Ordinance G; Second Reading Ordinances F, H, I, J, K, M and N (P23-026)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at First Reading Ordinance G and Second Reading Ordinances F, H, I, J, K, L, M, and N to amend the Town of Jackson's Land Development Regulations (LDRs) to "clean up" and improve clarity of various sections of the LDRs.

Requested Action.

Staff requests consideration of Ordinances F, G, H, I, J, K, L, M, and N to approve approximately 76 changes to the Town of Jackson's LDRs to fix errors and inconsistencies, improve clarity, and address changing needs.

Recommendation.

The Community Development Director recommends approval of Ordinances F, G, H, I, J, K, L, M, and N as presented in this staff report.

Background.

At the May 15, 2023, Town Council regular meeting, Town Council initially approved the proposed amendments and directed staff to prepare an Ordinance to amend the LDRs as presented. The Council then heard this item at first reading on December 4, 2023, and January 8, 2024 where it approved the amendments for first reading but with the removal of the following amendment items:

1. Item #4: Replacement of Nonconforming Structures;
2. Item #9: Fence Standards;
3. Item #27: Landscape Bond;
4. Item #32: Residential Unit Definition;
5. Item #38: Guest Parking;
6. Item #42: ADA Parking;
7. Item #46: Snow Storage;
8. Item #71: Plat Content;
9. Item #73: LDR Amendments [item already deleted in March, 2023]
10. Item #78: Residential Architectural Projections.

The Council directed staff to possibly bring back these amendments to the Council in the future with more comprehensive explanations of their need and impact. The staff report of the January 8, 2024, meeting is attached.

In addition, after the January 8, 2024, Council meeting, staff discovered that there was a transcription error made by staff regarding Item #15 (Sketch Plan thresholds in TS Zones) approved by the Council at the May 15, 2023, meeting. The error was neglecting to include the same increase to the Sketch Plan thresholds for both the Town Square – 1 and Town Square – 2 Zones as was clearly approved and intended – i.e., the redline version

presented to Council at first reading included the threshold change only for the TS-1 zone and not the TS-2 zone. See below for the text that was originally approved by Council in May 2023.

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.		Sketch	Dev.	Building
				Plan	Plan	Permit
			Physical	(Sec.	(Sec.	(Sec.
			Development	8.3.2.)	8.3.3)	8.3.4)
			Floor Area <u>(Habitable including basement)</u>			
			≤ 10,000 sf			
			10,001 – <u>30,000</u> <u>20,000</u> sf			
			> <u>30,000</u> 20,000 sf			

Because of this oversight, Ordinance G will remain at first reading while the other ordinances will be reviewed for second reading. The intent is to sync all the ordinances by third reading.

Factors for Consideration

Below are the factors that the Council considered at a regular meeting on January 8, 2024.

Zoning Text Amendment (P23-026): Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The 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.

ATTACHMENTS OR LINKS

Ordinances F, H, I, J, K, L, M, and N Combined
Ordinance G
January 8, 2024, Council staff report

SUGGESTED MOTION

I move to approve Ordinances G on first reading.

I move to approve Ordinances F, H, I, J, K, L, M, and N on second reading.

ORDINANCE G

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1159, 1196, 1197, 1198, 1210, 1211, 1212, 1214 THROUGH 1222, 1273, 1278, 1299, 1313, 1316, AND 1338; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122 AND 1149; SECTIONS 3 THROUGH 12 OF TOWN OF JACKSON ORDINANCE NO. 1348; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, AND 2.3.13 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING COMPLETE NEIGHBORHOOD ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1159, 1196, 1197, 1198, 1210, 1211, 1212, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1273, 1278, 1299, 1313, 1316, and 1338; Section 2 of Town of Jackson Ordinance Nos. 1074 (part), 1122 and 1149; Section 3 of Town of Jackson Ordinance No. 1348; Section 4 of Town of Jackson Ordinance No. 1348; Section 5 of Town of Jackson Ordinance No. 1348; Section 6 of Town of Jackson Ordinance No. 1348; Section 7 of Town of Jackson Ordinance No. 1348; Section 8 of Town of Jackson Ordinance No. 1348; Section 9 of Town of Jackson Ordinance No. 1348; Section 10 of Town of Jackson Ordinance No. 1348; Section 11 of Town of Jackson Ordinance No. 1348; Section 12 of Town of Jackson Ordinance No. 1348; and Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.8, 2.2.9, 2.2.10, 2.2.11, 2.2.12, 2.2.13, 2.2.14, 2.2.15, 2.2.16, 2.2.17, 2.3.10, and 2.3.13 of the Town of Jackson Land Development Regulations are hereby amended and reenacted read as follows:

...

2.2.2. NL-1: Neighborhood Low Density-1.

...

B. Physical Development.

...

2. Vehicle Access Standards		
Access		
Driveway width in primary/ secondary street setback (min-max)	10'-20'	B
Parking Setbacks		
Primary street (min)	0'	C
Secondary street (min)	0'	D
Side interior (min)	5'	E
Rear (min)	5'	F

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)
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.	
Individual building (max habitable floor area above grade)	10,000 sf

...

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.5)
Nonresidential Floor Area (habitable including basement)						
≤ 5,000 sf			X	X		(Sec. 5.7.1)
5,001—15,000 sf		X	X	X		(Sec. 5.7.1)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1)

C. Allowed Uses and Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2)	Affordable Workforce Housing Units (min) (Division 6.3)
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

...

(Ord. ____ § 1, 2024; Ord. 1348 § 3, 2022; Ord. 1313 § 1, 2022; Ord. 1210 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2016; Ord. 1149 § 2, 2016; Ord. 1122 § 2, 2016)

2.2.3. NL-2: Neighborhood Low Density-2.

...

B. Physical Development.

...

2. Vehicle Access Standards		
Access		
Driveway width in primary /secondary street setback (min-max)	10'-20'	B
Parking Setbacks		
Primary street (min)	0'	C
Secondary street (min)	0'	D
Side interior (min)	5'	E
Rear (min)	5'	F

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)
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.	
Scale of Development	(Sec. 9.4.13)
Individual building (max habitable floor area above grade)	10,000 sf

...

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.5)

Nonresidential Floor Area (habitable including basement)						
≤ 5,000 sf			X	X		(Sec. 5.7.1)
5,001—15,000 sf		X	X	X		(Sec. 5.7.1)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1)

C. Allowed Uses and Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2)	Affordable Workforce Housing Units (min) (Division 6.3)
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

...

(Ord. ____ § 1, 2024; Ord. 1348 § 4, 2023; Ord. 1211 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2016; Ord. 1149 § 2, 2016; Ord. 1122 § 2, 2016)

2.2.4. NL-3: Neighborhood Low Density-3.

...

B. Physical Development.

...

2. Vehicle Access Standards		
Access		
Driveway width in primary /secondary street setback (min-max)	10'-20'	B
Parking Setbacks		
Primary street (min)	0'	C

Secondary street (min)	0'	D
Side interior (min)	5'	E
Rear (min)	5'	F

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)
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.	
Scale of Development	(Sec. 9.4.13)
Individual building (max habitable floor area above grade)	10,000 sf

...

C. Allowed Uses and Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2	Affordable Workforce Housing Units (min) (Division 6.3
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

...

(Ord. ____ § 1, 2024; Ord. 1348 § 5, 2023; Ord. 1313 § 1, 2022; Ord. 1212 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2016; Ord. 1149 § 2, 2016)

2.2.5. NL-4: Neighborhood Low Density-4.

...

B. Physical Development.

...

2. Vehicle Access Standards

Access		
Driveway width in primary /secondary street setback (min-max)	10'-20'	
Parking Setbacks		
Primary street (min)	0'	A
Secondary street (min)	0'	B
Side interior (min)	5'	C
Rear (min)	5'	
Rear (min)	2'	D

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)
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.	
Scale of Development	(Sec. 9.4.13)
Individual building (max habitable floor area above grade)	10,000 sf

...

C. Allowed Uses and Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2	Affordable Workforce Housing Units (min) (Division 6.3
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

...

(Ord. ____ § 1, 2024; Ord. 1348 § 6, 2023; Ord. 1313 § 1, 2022; Ord. 1197 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2016; Ord. 1149 § 2, 2016; Ord. 1122 § 2, 2016)

2.2.6. NL-5: Neighborhood Low Density-5.

...

B. Physical Development.

1. Lot Standards		
Accessory Structure Setbacks	(Sec. 9.4.8)	
Side interior/rear (min)	5'	G H
>14 feet in height	10'	
≤14 feet in height	5'	
Second floor deck	10'	

2. Vehicle Access Standards			
Access			
Driveway width in primary /secondary street setback (min-max)	10'-20'		
Parking Setbacks			
	1 or 2 units	3 or 4 units/ nonresidential	
Primary street (min)	0'	0'	A
Secondary street (min)	0'	0'	B
Side interior (min)	5'	1'	C
Rear (min)	5'	5'	
Rear alley (min)	2'	2'	D

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)

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.	
Accessory Structure Height	(Sec. 9.4.9)
Accessory residential unit (max)	2 stories, not to exceed 26'
Scale of Development	(Sec. 9.4.13)
Individual building (max habitable floor area above grade)	10,000 sf

...

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.5)
Nonresidential Floor Area (habitable including basement)						
≤5,000 sf			X	X		(Sec. 5.7.1)
5,001—15,000 sf		X	X	X		(Sec. 5.7.1)
>15,000 sf	X	X	X	X		(Sec. 5.7.1)

...

C. Allowed Uses and Use Standards.

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

Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a
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...

(Ord. ____ § 1, 2024; Ord. 1348 § 7, 2023; Ord. 1338 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1299 § 1, 2021; Ord. 1214 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1149 § 2, 2016)

2.2.7. NM-1: Neighborhood Medium Density-1.

...

B. Physical Development.

...

2. Vehicle Access Standards				
	SFD/SFA Lot width ≤25'	SFD/SFA Lot width >25'	All Other Uses	
Access				
Driveway width in primary/ secondary street setback (min-max)	Not allowed	10'-20'	10'- 20'	ⓑ
Parking Setbacks				
Primary street (min)	0'	0'	0'	Ⓒ
Secondary street (min)	0'	0'	0'	Ⓓ
Side interior (min)	5'	5'	5'	Ⓔ
Rear (min)	5'	5'	5'	
Rear alley (min)	2'	2'	2'	Ⓕ

3. Bulk & Mass Standards		
Design Guidelines		(Division 5.8)
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.		
Scale of Development		(Sec. 9.4.13)
Individual building (max habitable floor area above grade)	10,000 sf	10,000 sf

...

C. Allowed Uses and Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2	Affordable Workforce Housing Units (min) (Division 6.3
Residential					
Detached Dwelling (6.1.4.B)	Y	(E.1)	8,000 sf habitable excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Attached Dwelling (6.1.4.B)	B	2 unit per lot		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Apartment (6.1.4.D)(E.1)	B	(E.1)			$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

...

(Ord. ____ § 1, 2024; Ord. 1348 § 8, 2023; Ord. 1313 § 1, 2022; Ord. 1215 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1149 § 2, 2016)

2.2.8. NM-2: Neighborhood Medium Density-2.

...

B. Physical Development.

1.Lot Standards		
Primary Building Setbacks	(Sec. 9.4.8)	
Rear (min)	10'	D
Landscaping	(Division 5.5)	
Plant units (min)		
1,2,3-Unit Residential	1 per lot	

2. Vehicle Access Standards		
Access		
Driveway width in primary/secondary street setback (min-max)	10'-20'	
Parking Setbacks		
Primary street (min)	0'	A
Secondary street (min)	0'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)
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.	
Scale of Development	(Sec. 9.4.13)
Floor area ratio (FAR max)	
Individual building (max habitable floor area above grade)	10,000 sf

...

C. Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2)	Affordable Workforce Housing Units (min) (Division 6.3)
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

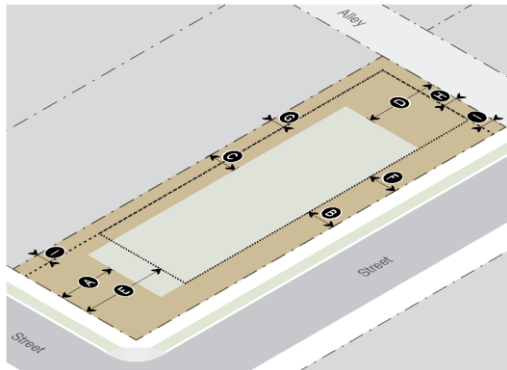
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(Ord. ____ § 1, 2024; Ord. 1348 § 9, 2023; Ord. 1316 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1216 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1149 § 2, 2016)

2.2.9. NH-1: Neighborhood High Density 1.

...

B. Physical Development.

1. Lot Standards		
		
Primary Building Setbacks		(Sec. 9.4.8)
Rear (min)	10'	D
Landscaping		(Division 5.5)
Plant units (min)		
1,2,3-Unit Residential		1 per lot

2. Vehicle Access Standards		
Access		
Driveway width in primary/ secondary street setback (min-max)	10'-20'	
Parking Setbacks		
Primary street (min)	0'	A
Secondary street (min)	0'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

3. Bulk & Mass Standards	
Design Guidelines	(Division 5.8)
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.	
Scale of Development	(Sec. 9.4.13)

...

C. Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Division 6.2	Affordable Workforce Housing Units (min) (Division 6.3
Residential					
Detached Dwelling (6.1.4.B)	B	(E.1)	8,000 sf habitable	1/DU if < 2 bedrooms and < 500 sf;	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$

Attached Dwelling (6.1.4.C)(E.1)	B	(E.1)	excluding basement	otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D)	B	(E.1)			
Temporary Uses					
Construction Staging (6.1.12.G)	B	n/a	n/a	n/a	n/a

...

(Ord. ____ § 1, 2024; Ord. 1348 § 10, 2023; Ord. 1316 § 1, 2022; Ord. 1313 § 1, 2022; Ord. 1217 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1149 § 2, 2016)

2.2.10. OR: Office Residential.

...

B. Physical Development.

1.Lot Standards	
Fencing	
Access	
Curb cut width (max)	20'

...

10. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.6)	Floodplain Permit
Floor Area (habitable including basement)							
< 6,900 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
6,900—13,800 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 13,800 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

< 6,900 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
6,900—13,800 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 13,800 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 13,800 sf for only residential use	Optional	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

C. Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Division 6.2)	Affordable Workforce Housing Units (min) (Division 6.3)
Residential					
Attached Dwelling (6.1.4.C)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D)	B				
Group Home (6.1.4.G)	C	n/a	n/a	0.25/bed	exempt

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1220 § 1, 2019; Ord. 1198 § 1, 2018; Ord. No. 1149 § 2, 2016)

2.2.13. CR-3: Commercial Residential-3.

...

B. Physical Development.

...

10. Physical Development Permits Required

Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.6)	Floodplain Permit
Floor Area (habitable including basement)							
< 9,750 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
9,750—19,500 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 19,500 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 19,500 sf for only residential use	Optional	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

C. Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Division 6.2)	Affordable Workforce Housing Units (min) (Division 6.3)
Residential					
Attached Dwelling (6.1.4.C)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D)	B				
Group Home (6.1.4.G)	C	n/a	n/a	0.25/bed	exempt

...

E. Additional Zone-specific Standards.

4. Workforce Housing Incentive for Additional Height. A structure may be 48 feet in height and 4 stories provided the following criteria are met.

a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.

iii. It shall be exempt from the calculation of affordable housing required by Div. 6.3 but shall not be used to meet the affordable housing requirement for the project.

...

8. Mini-Storage Setback. Mini-Storage use shall be setback at least 100 feet from the Highway 89/191 ROW.

(Ord. ____ § 1, 2024; Ord. 1348 § 12, 2023; Ord. 1313 § 1, 2022; Ord. 1273 § 1, 2021; Ord. 1221 § 1, 2019; Ord. 1197 § 1, 2018; Ord. 1149 §, 2, 2016)

2.2.14. DC-1: Downtown Core-1.

...

10. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.6)	Floodplain Permit
Floor Area (habitable including basement)							
< 19,500 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
19,500—39,000 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 39,000 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 39,000 sf for only residential use	optional	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

C. Use Standards.

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

					Units (min) (Division 6.3)
Residential					
Attached Dwelling (6.1.4.C)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017* sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D)	B				
Group Home (6.1.4.G)	C	n/a	n/a	0.25/bed	exempt
Amusement/Recreation					
Developed Recreation (6.1.7.D)	B	n/a	n/a	2.25/1,000 sf	independent calculation

...

(Ord. _____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2020; Ord. 1222 § 1, 2019; Ord. 1198 § 1, 2018; Ord. 1149 § 2, 2016)

2.2.15. DC-2: Downtown Core-2.

...

B. Physical Development.

...

10. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.6)	Floodplain Permit
Floor Area (habitable including basement)							
< 19,500 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
19,500—39,000 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 39,000 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

> 39,000 sf for only residential use	Optional	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
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C. Use Standards.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Division 6.2	Affordable Workforce Housing Units (min) (Division 6.3
Residential					
Attached Dwelling (6.1.4.C)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017* sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D)	B				
Group Home (6.1.4.G)	C	n/a	n/a	0.25/bed	exempt
Amusement/Recreation					
Developed Recreation (6.1.7.D)	B	n/a	n/a	2.25/1,000 sf	independent calculation

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1278 § 1, 2020; Ord. 1149 § 2, 2016)

2.2.16. TS-1: Town Square-1.

...

B. Physical Development.

...

2. Bulk Standards	
Scale of Development	
Single building (max habitable floor area above grade)	15,000 sf

...

9. Physical Development Permits Required

Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.6)	Floodplain Permit
Floor Area (habitable including basement)							
≤ 10,000 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
10,001—30,000 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 30,000 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

...

(Ord. _____ § 1, 2024; Ord. 1149 § 2, 2016; Ord. 1278 § 1, 2020)

2.2.17. TS-2: Town Square-2.

• • •

B. Physical Development.

...

2. Bulk Standards

Scale of Development

Single building (max habitable floor area above grade)	15,000 SF
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...

9. Physical Development Permits Required

Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.6)	Floodplain Permit
Floor Area (habitable including basement)							

< 10,000 sf			X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
10,000—30,000 sf		X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)
> 30,000 sf	X	X	X	X		(Sec. 5.7.1)	(Sec. 5.4.4)

...

(Ord. ____ § 1, 2024; Ord. 1149 § 2, 2016; Ord. 1278 § 1, 2020)

2.3.10. Business Park (BP).

...

B. Physical Development.

1. Structure Location and Mass
Exceptions
Detached Accessory Structure. A detached accessory structure shall be separated a minimum of 5 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.

2. Maximum Scale of Development
Individual Building (max habitable floor area above grade)
Single building 15,000 sf

...

12. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.5)
Nonresidential Floor Area (habitable including basement)						
≤ 5,000 sf			X	X		(Sec. 5.7.1)

5,001—15,000 sf		X	X	X		(Sec. 5.7.1)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1)

...

(Ord. ____ § 1, 2024; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2016)

2.3.13. Mobile Home Park (MHP).

...

B. Physical Development.

...

5. Landscaping(Division 5.5)
Plant Units (min)
Residential 1 per lot
Nonresidential 1 per 1,000 sf of landscape area
Parking Lot 1 per 8 parking spaces

...

12. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2)	Development Plan (Sec. 8.3.3)	Building Permit (Sec. 8.3.4)	DRC Review (Sec. 8.2.6)	Sign Permit (Sec. 8.3.6)	Grading Permit (Sec. 8.3.5)
Nonresidential Floor Area (habitable including basement)						
≤ 5,000 sf			X	X		(Sec. 5.7.1)
5,001—15,000 sf		X	X	X		(Sec. 5.7.1)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1)

...

E. Additional Zone-specific Standards. The following standards apply in addition to all other standards applicable in the MHP zone.

1. Mobile Homes. A mobile home shall be located within a mobile home park.

2. Existing Mobile Home Parks. Existing mobile home parks within the MHP zone shall be allowed to continue, expand, and redevelop, provided the standards in this Subsection are met.

a. Density. The number of units in an existing mobile home park in the MHP zone shall not be limited.

b. Area. Each mobile home within an expansion area or redeveloped park shall have a lot or pad land area that equals or exceeds the average size of a mobile home lot or pad in the existing mobile home park, not including open space areas clearly heretofore undeveloped. Land that typically serves as yard area between mobile homes shall be included in the existing land area per individual mobile homes, unless the area between two particular mobile homes is clearly in excess of the average, to the extent that another mobile home could be located there.

c. Impervious Surface. The impervious coverage per mobile home lot or pad in the expansion area or redeveloped park shall be equal to or less than the average amount of impervious coverage per mobile home lot or pad in the existing park.

d. Yards. Each mobile home within the expansion area or redeveloped park shall have yards that equal or exceed the average yards for the mobile homes in the existing park. Front, side, and rear yards in the expansion area or redeveloped park shall equal or exceed the average front, side, and rear yards respectively.

e. Size. A mobile home can be replaced with a larger mobile home.

f. Yards. A relocated mobile home shall be set back a minimum of 5 feet from the mobile home park property line.

(Ord. ____ § 1, 2024; Ord. 1196 § 1, 2018; Ord. 1159 § 1, 2016)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book
of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	February 5, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Community Development Department	Presenter:	Katelyn Page
Agenda Item:	Second Reading Ordinance X and Ordinance O updating Required Bicycle Parking (P23-016)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at Second Reading Ordinance X and Ordinance O to update the Town of Jackson's Land Development Regulations (LDRs) regarding required bicycle parking standards.

Requested Action.

Request to approve at Second Reading Ordinance X and Ordinance O which would modify the Town of Jackson's standards relating to bicycle parking. Ordinance X would modify the following sections of the LDRs:

1. LDR Section 6.2.2.A – Required Vehicle Parking
2. LDR Section 6.2.2.B – Shared Vehicle Parking
3. LDR Section 6.2.2.D – Required Bicycle Parking
4. LDR Section 6.2.3 – Location of Required Vehicle Parking
5. LDR Section 6.2.4 – Maintenance of Off-Street Vehicle Parking and Loading
6. LDR Section 6.2.5 – Off-Street Vehicle Parking and Loading Design Standards
7. LDR Section 8.8.2.B – Applicability (Administrative Adjustment)

Ordinance O would add the following appendix to the LDRs:

8. LDR Appendix A – Short-term Bicycle Parking Specifications and Installation Standards

Recommendation.

The Community Development Director recommends approval of the proposed Ordinance X and Ordinance O as presented.

Background.

Staff from the Pathways Department and the Planning Department have collaboratively worked to identify bicycle parking standards and incorporate the standards into a proposed Text Amendment.

At the July 17, 2023, Regular Council meeting, staff presented to Council a proposed LDR Text Amendment brought forth by the Pathways and Planning Departments for updates to required bicycle parking standards. Council directed staff to draft an ordinance for first reading at the next available opportunity.

At the September 11, 2023, Special Council meeting, staff presented Ordinance X for Council review. Council considered the item and continued the item for further discussion. Primary feedback from Council to staff during the September 11, 2023, meeting included sharing site plan examples of proposed bicycle requirements, considering reduction of the overall proposed requirements by 10-15%, and explaining potential tradeoffs

between bicycle parking and other site development elements such as housing density, vehicle parking, and landscaping.

At the November 13, 2023, Council Workshop Meeting, Council requested staff present a fee-in-lieu option for consideration at first reading. Staff responded to this request and incorporated a fee-in-lieu option at the time first reading of Ordinance X and Ordinance O was approved at the January 22, 2024, Regular Town Council Meeting.

Staff now presents Ordinance X and Ordinance O for second reading.

Factors for Consideration.

Below are the factors that the Council considered at a regular meeting on July 17, 2023.

Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR Text Amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. Staff finds the proposed amendment is supportive of our community's comprehensive plan goals and is consistent with the purpose and organization of the LDRs.

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

Complies. The amendment proposes more detailed, use-specific standards for bicycle parking consistent with provisions of the broader Required Parking and Loading Standards (Section 6.2.2), including vehicle and disability parking requirements.

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

Complies. The amendment defines a minimum standard for bicycle parking while offering flexibility for alternative compliance if, when strictly applied, the proposed standard would result in specific constraints or unforeseen circumstances.

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

Complies. The amendment proposes more detailed, use specific standards for bicycle parking aimed at increasing the availability and occurrence of bicycle parking infrastructure. This infrastructure is

supportive of a broader network of bicycle infrastructure, including paths and multi-modal facilities, which foster alternative modes of transportation for visitors and residents.

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

Not Applicable. Per Wyoming State statute.

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

Complies. As conditioned, the proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

Staff does not have an estimate for the amount of fees that will be generated by this Text Amendment. Whatever funds collected by the fee-in-lieu option will accrue in a dedicated fund to be used exclusively for the provision and maintenance of short-term bicycle parking facilities within the Town of Jackson zones eligible for the fee-in-lieu program.

Staff Impact.

The amount of staff time to review this proposed Text Amendment, including research, and drafting of staff reports and the ordinances is approximately 55 hours.

Additionally, staff estimates 15 hours per year of staff time will be dedicated to provision and maintenance of bicycle parking facilities funded by a fee-in-lieu program.

Attachments.

Ordinance X Blackline

Ordinance O

Staff Report P23-016 dated July 17, 2023

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

I move to approve Ordinance X on second reading.

I move to approve Ordinance O on second reading.

ORDINANCE X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074, 1125, 1152 AND 1170; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 1163; AND SECTIONS 6.2.2, 6.2.3, 6.2.4, 6.2.5, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING REQUIRED BICYCLE PARKING.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1196, 1198, and 1313; Section 2 of Town of Jackson Ordinance Nos. 1074, 1125, 1152 and 1170; Section 10 of Town of Jackson Ordinance No. 1163; and Sections 6.2.2, 6.2.3, 6.2.4, 6.2.5, and 8.8.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

6.2.2. Required Parking and Loading.

- A. **Required Vehicle Parking.** The table below establishes the minimum required parking spaces that shall be provided for each use in these LDRs, unless otherwise specified in Subsection C.2 of a specific zone. 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.

...

1. **Administrative Adjustment.** The Planning Director may establish a lesser vehicle parking requirement pursuant to the procedure of Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.

...

- B. **Shared Vehicle Parking.** If two or more uses occupy a site or structure, the required parking, queuing and loading shall be the additive total for each individual use unless the Planning Director determines uses are compatible for sharing parking based on the following standards.

...

- D. **Required Bicycle Parking.** All new and expanded uses that generate off street parking shall provide parking for bicycles as set forth below unless otherwise exempt by this subsection.

1. **Requirement.** The table below establishes the minimum required bicycle parking spaces that shall be provided for each use. Calculations that reference floor area shall be based on the gross floor area.

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Open Spaces Uses			
Agriculture	n/a	n/a	n/a
Outdoor Recreation	Independent calculation	Independent calculation	Independent calculation
Residential Uses			
Fewer than 5 units per lot	n/a	n/a	n/a
5 or more units per lot	.75 per bedroom	25%	75%
Mobile Home	n/a	n/a	n/a
Group Home	Independent calculation	Independent calculation	Independent calculation
Lodging Uses			
Conventional Lodging	1 per 11 lodging units	50%	50%
Short-term Rental (applies within Lodging Overlay only)	.75 per bedroom	n/a	100%

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Commercial Uses			
Office	1 per 1,650sf	50%	50%
Retail	1 per 1,100sf	70%	30%
Service	1 per 1,650sf	50%	50%
Restaurant/Bar	1 per 22 seats	Remainder	First 3 spaces
Heavy Retail/Service	3.6 per business	75%	25%
Mini-Storage Warehouse	1.8 per business	n/a	100%
Nursery	1.8 per business	n/a	100%
Amusement/Recreation			
Amusement	1 per 1,100sf	75%	25%
Developed Recreation	Independent calculation	Independent calculation	Independent calculation
Outfitter / Tour Operator	3.6 per business	25%	75%
Adult Entertainment Business	1 per 1,100sf	90%	10%
Institutional			
Assembly	1 per 2,200sf	75%	25%
Education (does not apply to daycare use)	4.5 per classroom for elementary school and higher grades	75%	25%
Industrial			
Light Industry	1.8 per business	100%	n/a
Heavy Industry	1.8 per business	100%	n/a
Disposal	1.8 per business	100%	n/a

Required Bicycle Parking			
Use	Standard	Short-term Parking	Long-term Parking
Transportation / Infrastructure			
Parking	18% of vehicle spaces provided	50%	50%
All other Transportation / Infrastructure	n/a	n/a	n/a
Accessory Uses			
Accessory Residential Unit (where residential unit density is 5 or more units per lot)	1 per unit	n/a	100%
Bed and Breakfast	.75 per 2 guest rooms	n/a	100%
All other Accessory Uses	n/a	n/a	n/a
Temporary Uses	n/a	n/a	n/a

2. Standards and Installation Guidelines.

a. Short-term parking

- i. Shall be designed for parking of two hours or less and is targeted to visitors, customers, and other short-term users.
- ii. Shall be located in a visible, publicly accessible space within 50' of a pedestrian entrance to the uses served by the required bicycle parking.
- iii. Shall be provided on-site or within the adjacent public right-of-way (e.g., furnishing zone) with Town approval.
- iv. Shall be designed to allow for two points of contact between the bicycle and the rack, one of which includes the frame, and must be designed so that the bicycle frame and one wheel can be locked to a secure portion of the rack with a U-lock, with both wheels left on the bicycle. Wave, ribbon, loop, and other serpentine-style racks are not permitted.
- v. A minimum of 25% of the required short-term parking must accommodate larger and alternative bicycles, including cargo bicycles, bicycles with trailers, tricycles, handcycles, tandems, and electric motor assisted bicycles.
- vi. The required dimensions and installation standards are established and set forth in Appendix A (Short-term Bicycle Parking Specifications and Installation Standards) of these LDRs.

b. Long-term parking

- i. Shall be designed for parking of two hours or more and is targeted towards those who will be leaving their bicycles unattended for long periods of time.

- ii. Shall be provided on the same property as the building or use for which such spaces are required.
 - iii. Shall be secure, conveniently accessed from a pedestrian entrance, well-lit, and covered to protect bicycles from precipitation and theft. Acceptable forms of long-term parking include a secure, monitored location, a locked enclosure, or dedicated space within a building such as clustered inverted-racks, wall racks, or individual bike lockers.
 - iv. A minimum of 25% of the required long-term bicycle parking spaces must accommodate larger and alternative bicycles, including cargo bicycles, bicycles with trailers, tricycles, handcycles, tandems, and electric motor assisted bicycles.
- 3. **Alternative Compliance.** The Planning Director may approve replacing up to 10% of required off-street vehicle parking spaces with at least the same number of additional off-street long-term bicycle parking spaces.
- 4. **Administrative Adjustment.** The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.
- 5. **Fee-In-Lieu.** Properties in the TS-1, TS-2, DC-1, DC-2, CR-1, CR-2, CR-3, NM-2, and NH-1 zones may meet required short-term bicycle parking requirements in Section 6.2.2.D.1 through the Town's in-lieu fee program pursuant to the following standards.
 - a. **Purpose.** Applicant shall demonstrate that provision of all required short-term bicycle parking would create a significant design challenge or cost burden, such as negatively impacting access, pedestrian circulation, snow removal, landscaping, or a similar issue.
 - b. **Long-term excluded** In-lieu fees cannot be paid to meet long-term bicycle parking requirements.
 - c. **Amount.** Fee in-lieu amount is limited to paying a maximum of 50% of the required short-term parking requirement.
 - d. **Fee.** The fee shall be a one-time fee commensurate with the approximate cost of providing short-term bicycle parking facilities and shall be used exclusively by the Town for provision and maintenance of short-term bicycle parking facilities within the TS-1, TS-2, DC-1, DC-2, CR-1, CR-2, CR-3, NM-2, and NH-1 zones. The Town Clerk shall accept fees in accordance with the parking fee schedule set forth in the Town's Fee Resolution.
 - e. **Assignment of Credits.** Bicycle parking credits purchased by fee-in-lieu run with the land and are not transferable.

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1198 § 1, 2018; Ord. 1196 § 1, 2018; Ord. 1170 § 2, 2017; Ord. 1163 § 10, 2017; Ord. 1152 § 2, 2016; Ord. 1125 § 2, 2016)

6.2.3. Location of Required Vehicle Parking.

...

(Ord. ____ § 1, 2024; Ord. 1074 § 2, 2015)

6.2.4. Maintenance of Off-Street Vehicle Parking and Loading.

...

(Ord. ____ § 1, 2024; Ord. 1074 § 2, 2015)

6.2.5. Off-Street Vehicle Parking and Loading Design Standards.

...

(Ord. ____ § 1, 2024; Ord. 1313 § 1, 2022; Ord. 1074 § 2, 2015)

8.8.2. Administrative Adjustment.

...

10. Sign standards may be adjusted as allowed by subsection 5.6.1.B.2.
11. Vehicle parking requirement may be adjusted as allowed by subsection 6.2.2.A.1.
12. Bicycle parking requirement may be adjusted as allowed by 6.2.2.D.4.
13. Pedestrian frontage standards may be adjusted as allowed by subsection 2.2.1.C.
14. A third-story setback may be reduced or waived to accommodate a building design that uses an historic preservation incentive provided in Section 5.9.6.

...

(Ord. ____ § 1, 2024; Ord. 1074 § 2, 2015)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2024.
PASSED 2ND READING THE _____ DAY OF _____, 2024.
PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE O

AN ORDINANCE ADDING APPENDIX A TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING REQUIRED BICYCLE PARKING.

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

SECTION I.

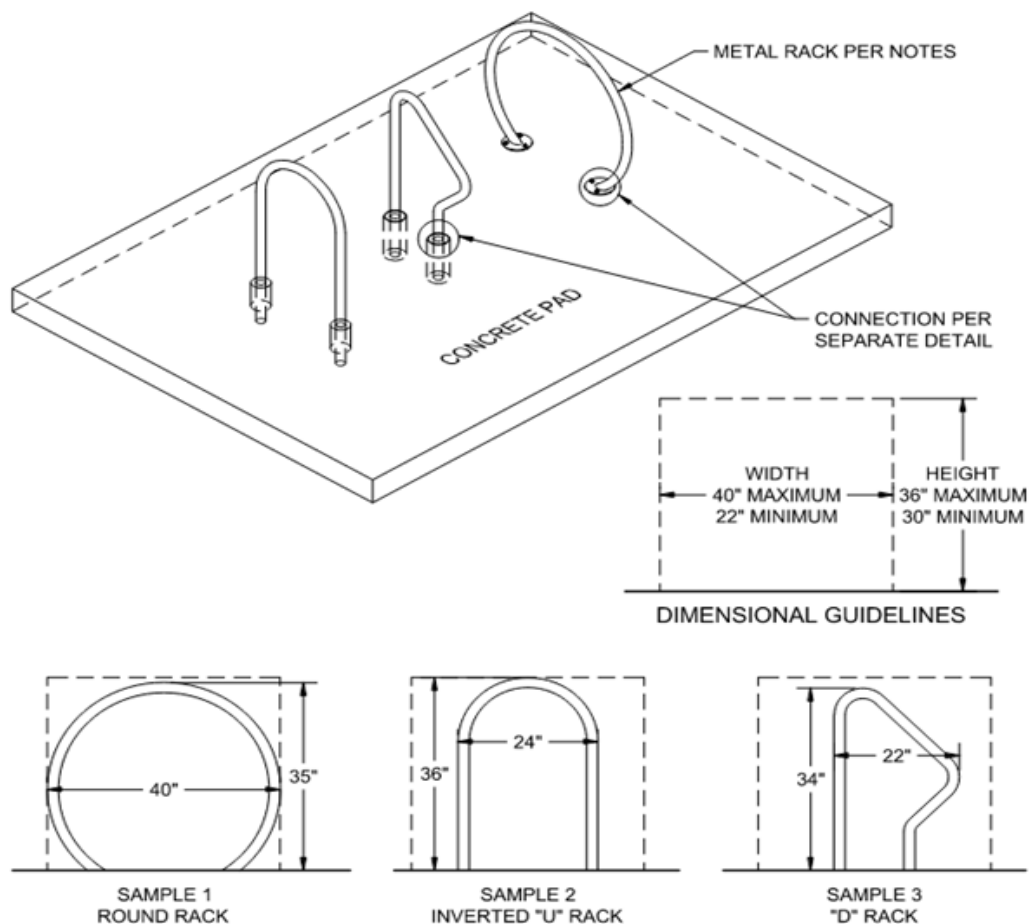
The heading of Appendix A to the Town of Jackson Land Development Regulations is hereby added to read as follows:

APPENDIX A – Short-term Bicycle Parking Specifications and Installation Standards

SECTION II.

Bicycle Rack Styles construction standards of Appendix A to the Town of Jackson Land Development Regulations are hereby added to read as follows:

Bicycle Rack Styles



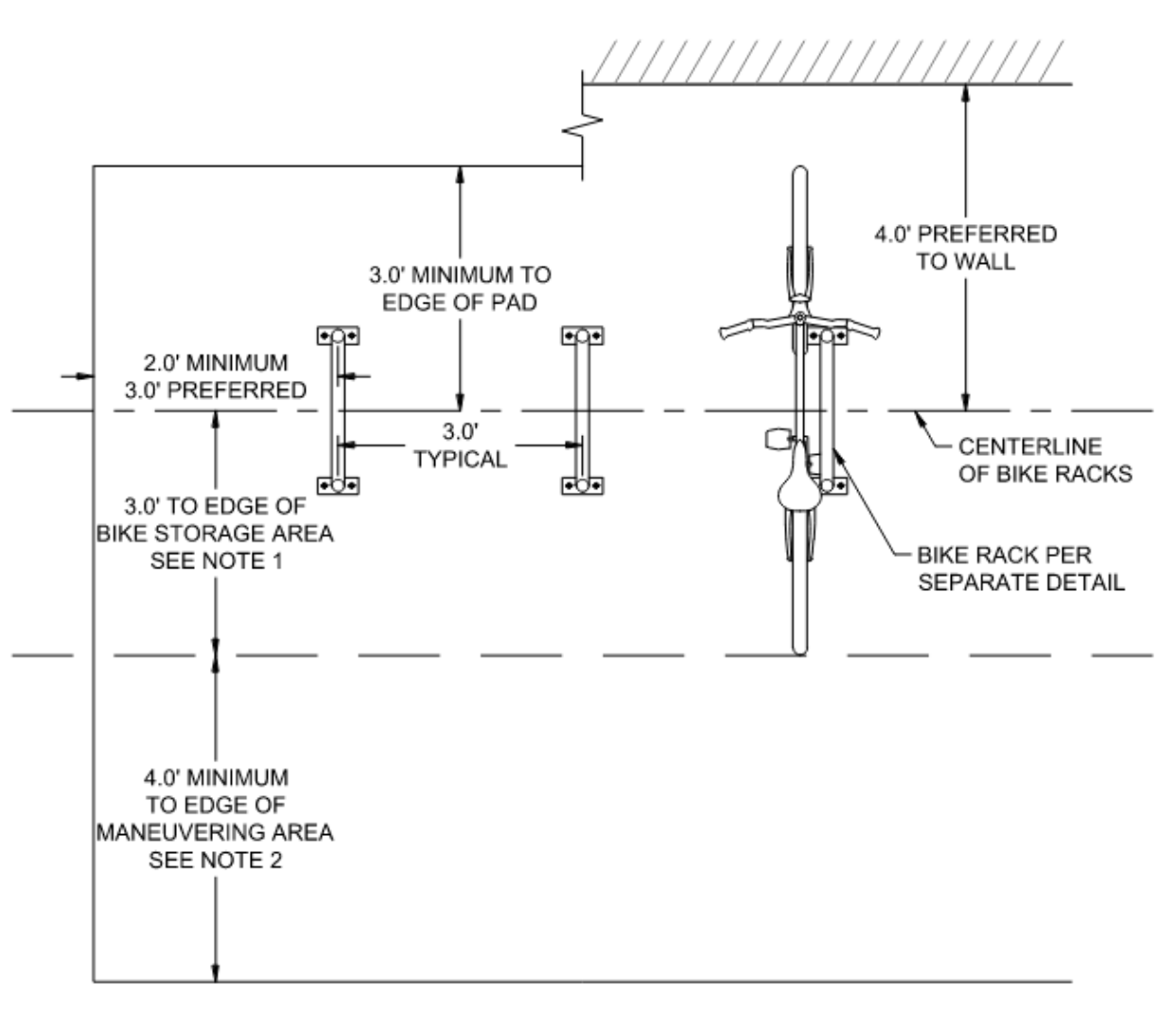
Requirements:

1. All bicycle racks must comply with the following standards. Additional styles note listed in this detail may be approved by the Planning Director.
 - a. Bicycle racks shall be securely anchored to a permanent foundation.
 - b. Bicycle racks shall be metal tube with a minimum diameter of 1.5"
 - c. Allowable finishes are galvanized, stainless steel, powder coat and thermoplastic or vinyl paint.
 - d. Bicycle racks must provide support to bicycle frame in two places.
 - e. Bicycle rack must provide space to secure the frame and one or both wheels to the rack with a cable, chain or U-lock.
2. Bicycle racks that require wheels to be lifted off the ground are not allowed.
3. Images are not to scale.

SECTION III.

Bicycle Rack Spacing construction standards of Appendix A to the Town of Jackson Land Development Regulations are hereby added to read as follows:

Bicycle Rack Spacing



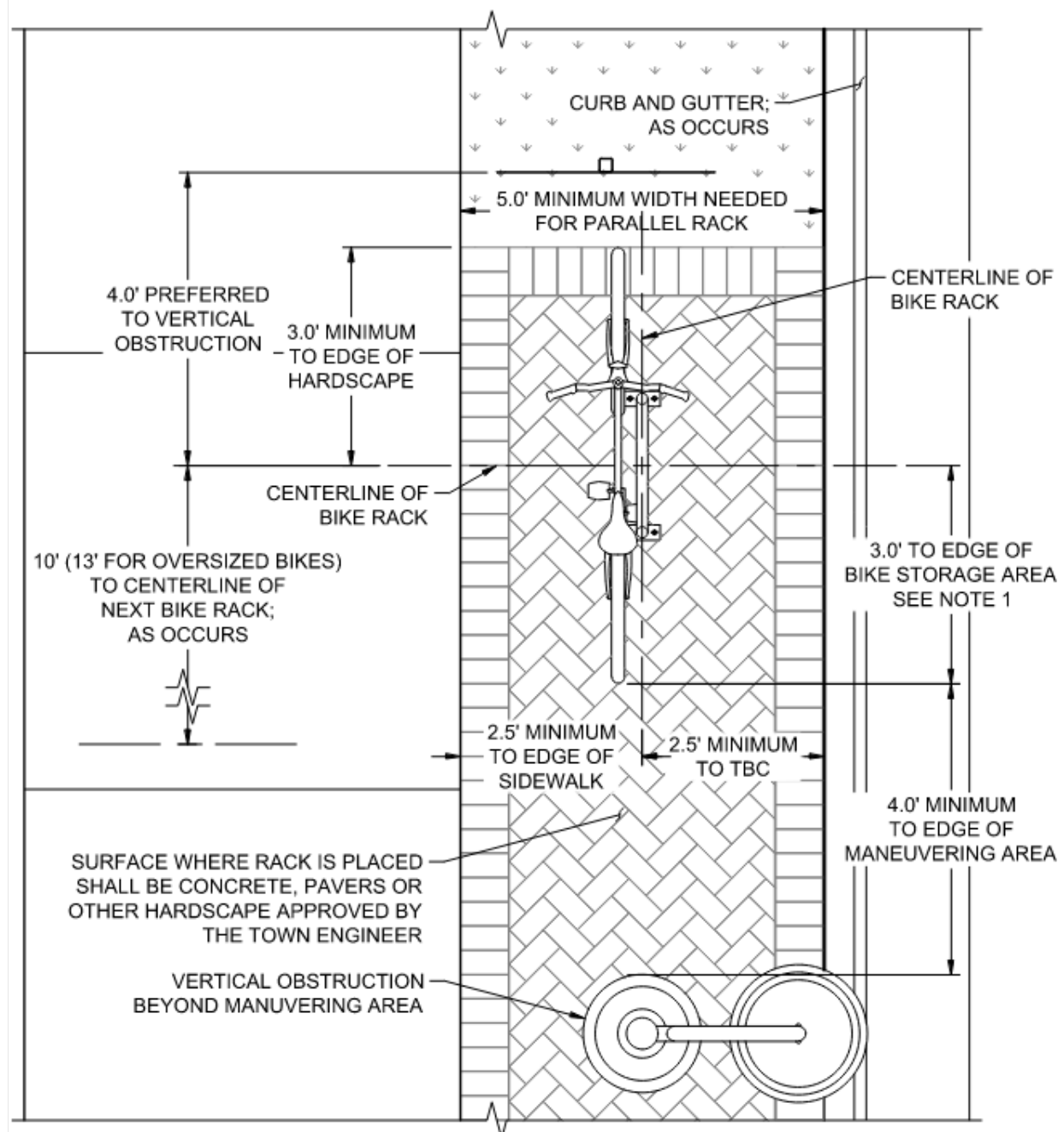
Requirements:

1. For oversized bicycles this dimension shall be increased to 6'.
2. The maneuvering area may be any traversable surface including sidewalk, pathways, or other hardscape. This area may not include vertical obstructions, streets, or vehicle parking stalls.
3. Images are not to scale.

SECTION IV.

Parallel Bicycle Rack Placement construction standards of Appendix A to the Town of Jackson Land Development Regulations are hereby added to read as follows:

Parallel Bicycle Rack Placement



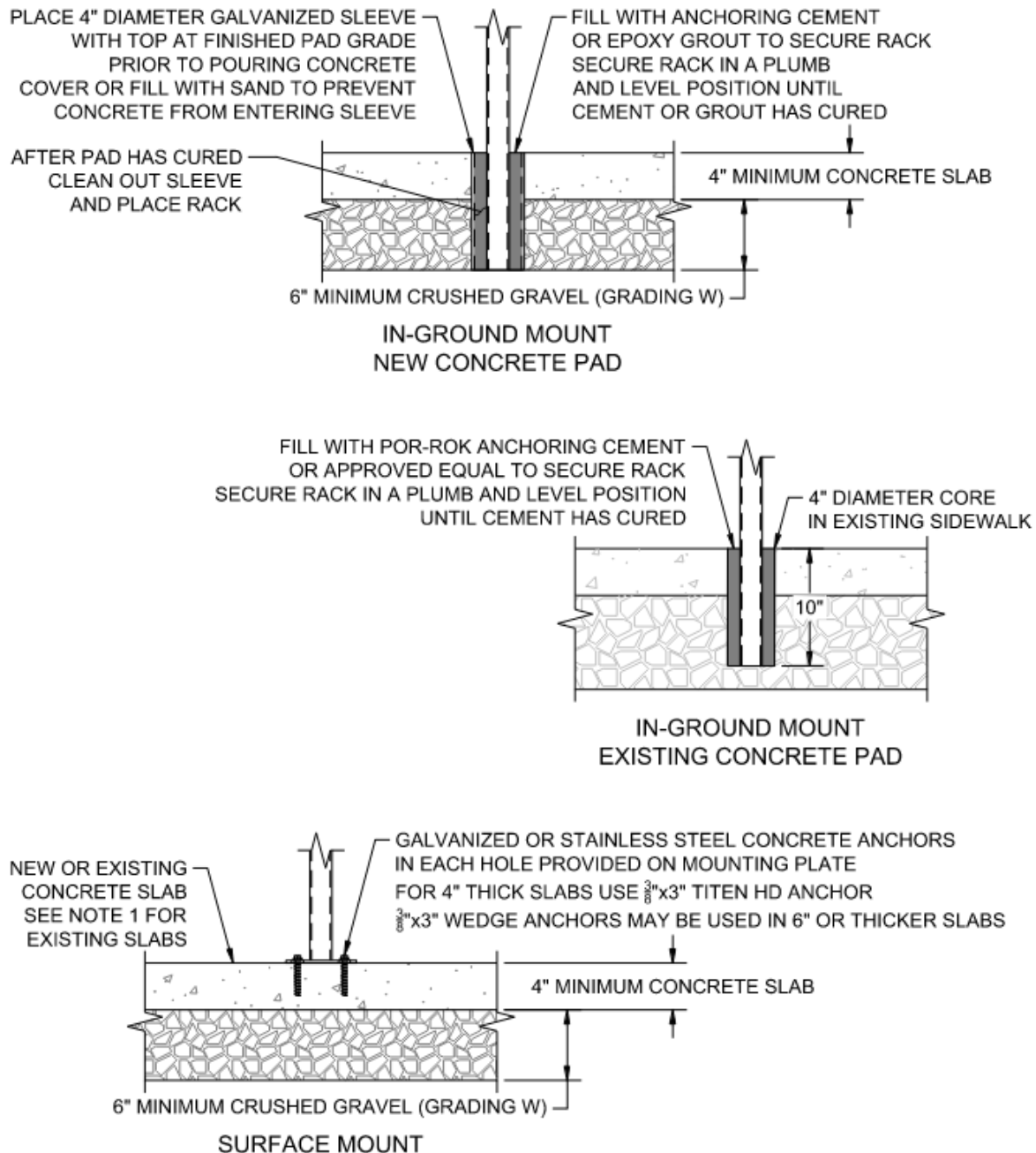
Requirements:

1. For oversized bicycles this dimension shall be increased to 6'.
2. The maneuvering area may be any traversable surface including sidewalk, pathways, or other hardscape. This area may not include vertical obstructions, streets, or vehicle parking stalls.
3. Images are not to scale.

SECTION V.

Bicycle Rack Mounting construction standards of Appendix A to the Town of Jackson Land Development Regulations are hereby added to read as follows:

Bicycle Rack Mounting



Requirements:

1. Surface mounted racks may be placed on existing concrete slabs provided they do not have excessive cracking and have a minimum thickness of 4".
2. Multiple racks may be mounted on rails provided the rail is securely anchored to a permanent foundation.
3. Images are not to scale.

SECTION VI.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION VII.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IX.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

STAFF REPORT



Meeting Date:	July 17, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P23-016: Request for a Land Development Regulation (LDR) Text Amendment to the Parking and Loading Standards Relating to Bicycle Parking	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and approval by Town Council.

Requested Action.

The applicant, Jackson Hole Community Pathways ("Pathways"), is proposing an LDR Text Amendment to the Town of Jackson's Parking and Loading Standards relating to bicycle parking requirements.

The proposed text amendment would modify LDR Section 6.2.2.D – Required Bicycle Parking and LDR Section 6.2.2.A.1 – Administrative Adjustment (Required Parking)

Staff is requesting Council make a determination on whether to move forward with this requested amendment.

Recommendation.

The Community Development Director recommends Council direct staff to prepare an ordinance for consideration for LDR Text Amendment P23-016 and present that ordinance for first reading at the next available meeting.

Background.

The Pathways Department is a joint department of Jackson/Teton County which works to advance alternative transportation goals adopted by the Jackson/Teton County Community.

The Jackson/Teton County Comprehensive Plan includes the following principles and policies that were established in support of multimodal transportation including:

- Policy 2.3a to Meet future transportation demand through the use of alternative modes;
- Policy 2.3b to Create a safe, efficient, interconnected multimodal transportation network;
- Principle 7.1 to Meet future transportation demand with walk, bike, carpool, transit, and micro-mobility infrastructure; and
- Policy 7.1.c to Interconnect all modes of transportation.

The Jackson Hole Pathways Master Plan was initially adopted in 2007 to guide the development of bicycle, pedestrian and supporting multimodal infrastructure including off-road facilities. Since at least 2016, the annual workplan for the Town of Jackson and Teton County Pathways program has included an item to "develop bicycle-parking regulations for adoption into Town and County land development regulations." The workplan also includes an item to develop community street design guidelines and standards for new construction or

reconstruction of sidewalks and pathways. Though some workplan items remained unaddressed for many years due to insufficient staff capacity, Pathways has revisited strategic planning for the above workplan items starting in May 2022.

According to the Pathways Department, the purpose of establishing new bicycle parking requirements is primarily to promote bicycling as a viable transportation option as directed by the Comprehensive Plan, Pathways Master Plan, and Integrated Transportation Plan. Access to convenient, secure bicycle parking and other “end of ride” facilities is one of several components key to encouraging people to ride and increasing bicycle mode share (along with the provision of safe bicycling facilities such as protected bike lanes, access to bicycles, and connections between bike facilities and transit). Bicycle parking also encourages stopping and spending time and resources at local businesses, and by encouraging more people to ride, makes cycling safer.

For many years, the Pathways Department has noted that existing bike parking requirements have been insufficient to meet the demand for bike parking—the quantity requirements have failed to generate enough bike parking supply, and the design standards have not met the basic rack or parking layout guidelines necessary to make bike parking convenient and secure. As a result, staff has had to spend considerable time requesting and/or negotiating for improved bike parking during development reviews. This has unnecessarily consumed staff time and has frequently failed to produce a better outcome, as staff suggestions to meet a higher standard are rarely taken into consideration. Improved bike parking standards will help the Town (and County) achieve their transportation goals by encouraging more people to bike, shifting trips away from single occupancy vehicles and to other more efficient modes.

Existing Requirement

The Town’s existing standard for bicycle parking requires that all nonresidential uses provide on-site parking spaces for use by non-motorized vehicles at a ratio of 1 bicycle parking space for every 10 vehicle spaces required by a use and further specifies location and facility requirements (Section 6.2.2.D). Notably, the current standard does not apply to any residential use, including multi-unit residential buildings or residential uses within a mixed-use building. In addition, the current standard does not distinguish between short-term and long-term bicycle parking, thus all bike parking has been provided as short-term parking facilities.

Proposed Amendment

Per the applicant, the proposed text amendment seeks to clarify and improve the existing bicycle parking standards to better meet the alternative transportation goals adopted by the Jackson/Teton County Community. In addition, the proposed amendment seeks to provide support to codify bicycle parking requests commonly made by the Pathways Coordinator to developers during project review. The proposal also introduces engineering guidelines for allowed bicycle rack designs and installation requirements to be added as an exhibit to the Town of Jackson Utility Standards. Changes to the current utility standards would be accomplished via Resolution and approved by Town Council.

The proposed text amendment includes provision for long-term and short-term bicycle parking spaces to both residential and nonresidential uses with the amount of required spaces varying by use. Short-term parking is generally designed for use of two hours or less, is targeted toward visitors or customers, and is provided in a

visible location near a building's entrance or along the street frontage. Long-term parking is intended for those users leaving their bicycles unattended for long periods of time such as at places of employment, a transit hub, or overnight at a residence. Long-term parking is typically provided in an enclosed and secure area to protect from weather exposure and theft. Some developments in Town currently provide enclosed, long-term bicycle parking in order to meet owner or market demand. However, the introduction of required long-term bicycle parking represents the most significant change due to their higher cost and greater potential to impact site design.

A draft table of proposed bicycle parking requirement by use is attached to this staff report. Should Council direct Staff to draft an ordinance to increase and clarify bicycle standards, Staff would present a more comprehensive version of the text amendment at a future Council date for First Reading.

The proposed amendment would introduce a long-term bicycle parking requirement for residential uses of 3 or more units per lot and most nonresidential uses would see an increased requirement for bicycle parking based on floor area, rather than vehicle parking spaces, to be split between long-term and short-term bicycle parking. Long-term bicycle parking would be provided on private property and not within the public right of way.

The proposed amendment would also introduce flexibility in applying the bicycle parking requirement, to be approved by the Planning Director, for a reduction of required vehicle spaces in exchange for bicycle parking spaces and for converting existing vehicle parking spaces to bicycle spaces.

Planning Commission Workshop

This proposed text amendment appeared before the Planning Commission in a workshop format at the April 5, 2023, meeting. Commission feedback during the workshop meeting was in general support of the proposed amendment for increased and clarified standards. The Commission was also in general support of allowing bicycle parking to fulfill some level of vehicle parking requirement or replace some amount of existing vehicle parking but stressed that specific maximums or "guardrails" should be in place to ensure such incentives do not result in "under parking" sites that may result in spill-over impacts to neighboring properties.

In response to department reviews from staff and feedback from Planning Commission during the April 5, 2023, workshop, the applicant made some minor revisions to their proposed text amendment. These revisions include updating applicable use categories to better match use categories established in the Town's LDRs, removing occupancy as a basis of measurement for required bicycle parking, and adjusting the 'alternative compliance' option available to the Planning Director to replace up to 10% rather than 25% of required vehicle parking with bicycle parking.

Planning Commission

Next, this proposed text amendment appeared before a Planning Commission regular meeting on June 7, 2023. Discussion mirrored that of the original workshop, including that incentives for reduction or replacement of any level of vehicle parking requirement for bicycle parking should include maximums or "guardrails" to ensure those incentives do not result in "under parking" sites or produce spill-over impacts to neighboring properties. Additionally, Planning Commission clarified that their workshop discussion on bicycle requirement for

residential uses was intended to introduce a per unit basis such 3 or more units per lot rather than a configuration basis such as 3 attached or 3 detached units. The table proposed below reflects that discussion and clarification.

Analysis.

The text amendment changes will effectively set higher standards for bicycle parking facilities in most new development and align with the goals of the following Comprehensive Plan language:

Policy 2.3.a (Meet future transportation demand through the use of alternative modes)

Policy 2.1.c (Create a safe, efficient, interconnected multimodal transportation network)

Principle 7.1 (Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure) which states: If the fastest way to travel around the community and region is by walking, biking, carpooling or taking transit, residents, and visitors will move in a way that benefits the environment, their pocketbook, and their health. To achieve this goal, capital investment in transportation must be focused on walking, biking, carpooling, and transit. Single occupancy vehicle solutions have the most significant environmental footprint while providing transportation access to a limited portion of the population. Increasingly, the transportation network will be an interconnection of walking, biking, carpool, and transit infrastructure that makes the single-occupancy vehicle the least convenient mode of travel.

Policy 7.1.c (Interconnect all modes of transportation) which states: Our alternative transportation system will provide a means to connect all modes of travel. Park 'n' Rides, last-mile solutions, bicycle parking, complete streets, transit, micro-transit, and pathways will be incorporated into an integrated transportation system. A system of trails to connect our parklands and trailheads should be considered as part of the transportation system. The Town and County will work jointly to identify opportunities for connections between various transportation modes to make walking, biking, carpooling, and transit the quickest way to move around the community. Our new pathways should be modeled to accommodate new changes in transportation technology.

Notably, LDR text amendments focusing on a specific, individual Section of text often have “rippling” implications on other LDR sections that require minor updates to correct section numbering, cross-references, or conflicts. Should Council direct Staff to move forward with this requested amendment, Staff will present any such minor changes at the time of ordinance reading.

Key Policy Question.

The primary policy question is whether Council would like to increase and clarify the Town’s existing bicycle parking requirements.

The second key policy question is whether Council concurs with the amount of bicycle parking required by use as proposed in draft table attached hereto.

The third key policy question is whether Council supports a reduction in vehicle parking spaces by Planning Director as mentioned above.

Subsequent questions for consideration are whether the proposed amendment strikes the right balance between improving bike facilities for the community with the increased costs to developers (e.g., long-term bicycle storage), especially for providers of affordable housing in the community and whether the proposed amendment appropriately requires bicycle parking on both public and private properties.

Public Comment.

No public comment has been received by Staff at the time of this report.

Staff Findings.

Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. Staff finds the proposed amendment is supportive of our community's comprehensive plan goals and is consistent with the purpose and organization of the LDRs.

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

Complies. The amendment proposes more detailed, use-specific standards for bicycle parking consistent with provisions of the broader Required Parking and Loading Standards (Section 6.2.2), including vehicle and disability parking requirements.

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

Complies. The amendment defines a minimum standard for bicycle parking while offering flexibility for alternative compliance if, when strictly applied, the proposed standard results in specific constraints or unforeseen circumstances.

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

Complies. The amendment proposes more detailed, use specific standards for bicycle parking aimed at increasing the availability and occurrence of bicycle parking infrastructure. This infrastructure is supportive of a broader network of bicycle infrastructure, including paths and multi-modal facilities, which foster alternative modes of transportation for visitors and residents.

5. Improves implementation of the Comprehensive Plan; and

Not Applicable. Per Wyoming State statute.

6. Is consistent with other adopted Town Ordinances.

Complies. As conditioned, the proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

None.

Staff Impact.

The amount of Staff time to review this Conditional Use Permit, including research and report drafting is approximately 30 hours. Preparing the ordinance for presentation at an upcoming meeting is estimated at 5 additional hours of staff time.

Attachments or Links.

Draft Table of Proposed Bicycle Parking Requirement

Department Reviews

Applicant Submittal

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

I move to direct staff to prepare an ordinance for LDR Text Amendment P23-016 as directed by Council and based upon the findings presented in the staff report, the departmental reviews, and subject to this staff report dated July 17, 2023, and present that ordinance for first reading at the next available opportunity.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: February 5, 2024

RE: Town Manager's Report

Financial Training Requirements

All Public Officers in the State of Wyoming must complete an approved financial officer training course prior to July 1, 2024. Central Wyoming College, in conjunction with Teton County, is hosting a free training session that will satisfy this requirement on Wednesday, January 31, 2024 at 4:00pm in the 4-H Building located at 255 W. Deloney. The Wyoming Association of Municipalities (WAM) will also be hosting a training session from 12:00-4:00pm on Wednesday, February 21st as part of the WAM Winter Conference. Our hope was that WAM would be launching a virtual training session for all local elected officials but they have yet to complete that work. There are no virtual training opportunities available at this time. Please let the Town Clerk know once you have completed one of the required training sessions.

Temporary Sign Permits

The Temporary Sign Permit for Council consideration at this meeting is:

- ✓ JH Ski and Snowboard Club requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from February 11-17, 2024, to advertise their Nordic race fundraiser and to hang one temporary banner at 105 Buffalo Way (Albertsons) from February 25-March 2, 2024, to advertise their downhill race fundraiser. (Item P24-005).

Staff recommends approval of this request and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permit as requested.

Summer Internships

The Town of Jackson has had various summer interns in the organization since approximately 2010 and since 2019 we have offered paid summer internships across multiple departments. Paid internships are a benefit to both the Town in terms of additional productivity and to the intern in terms of work experience in their field of expertise. Interns are usually college students or recent college graduates looking to gain experience. We have had interns return for multiple summers providing valuable assistance to the Town, and over the years several have been selected to become full time Town of Jackson employees.

Summer internships cross over two fiscal years and each year we budget for the full year cost to cover both the May/June period that occurs at the end of a fiscal year and start of the summer

and the July/August period that occurs at the beginning of upcoming fiscal year. The Town budgets for approximately 8 summer interns with 5 of those dedicated to specific departments and 3 additional interns that require approval by the Town Manager for specific programs or initiatives.

Many interns hired secure their own housing in the community or have ties to the community and are able to secure housing. However, the Town has also made several bedrooms at the bunkhouse available to house interns from outside of the area. More recently, the Town has prioritized hiring interns that are local or come from local families such that they already have secured housing and our plan is to continue to prioritize hiring local interns moving forward. Hiring local interns increases the chance that they may decide to remain in the community and close to their families and it also reduces the need to assist with housing.

Recruitment for interns occurs January through March and summer employment commences late May or early June and continues through August. Offers for interns are for the full summer and the expectation is that the budget that is approved in June will contain approved funding for July and August. Should there ever be a situation where funding is not approved, the Town would take appropriate action that may include layoffs for some or all of the interns. Town staff greatly appreciates the Council's past and continuing support of the internship program.

Budget schedule

Below is the upcoming budget schedule for the FY25 budget. The Teton County Clerk has also approved of the joint budget sessions.

FY2025 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2025 Budget				
Date	Day	Time	Event	Location
2/21/2023	Tuesday	1:30 - 2:30	Regular Town Council Workshop Meeting - Revenue and Reserve Discussion	Council Chambers
3/18/2024	Monday	1:30 - 2:30	Regular Town Council Workshop - Council Directs Sales Tax Projections	Council Chambers
4/8/2024	Monday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/9/2024	Tuesday	9:00 - 11:00	NO BUDGET MEETING PROPOSED	
4/16/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	Council Chambers
4/22/2024	Monday	9:00 - 11:00	Special JIM- Budget	Commissioner's Chambers
4/23/2024	Tuesday	9:00 - 5:00	Special JIM - Budget	Commissioner's Chambers
4/30/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	Council Chambers
5/6/2024	Monday	1:30 - 3:30	Regular JIM - Budget	Commissioner's Chambers
5/7/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	Council Chambers
5/14/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	
5/21/2024	Tuesday	9:00 - 11:00	Special JIM - Budget	Commissioner's Chambers
5/28/2024	Tuesday	9:00 - 11:00	Special Town Council Workshop - Budget Discussion	Council Chambers
6/3/2024	Monday	1:30 - 4:30	Regular JIM	Commissioner's Chambers
6/3/2024	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption (must occur prior to/on 6/20)	Council Chambers