

Regular Town Council Meeting

October 7, 2024

6:00 PM

Town Council Chambers

Chair: Hailey Morton Levinson

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

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/86170895229?pwd=WU5w6dGE7fMbGt5s2BDry6mökk6Tbo.1>

Or join at zoom.com with Webinar ID: **861 7089 5229** and Password: **83001** or by phone: **+1 669 444 9171**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Domestic Violence Awareness Month
 - 2. Fall Clean Up Week
 - 3. Indigenous Peoples Day
 - 4. Introduction of Susan Purcell, Assistant Town Attorney, Brooke Avery, Paralegal, and Dan Stewart, Water Utility Manager

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.

- A. Dumitru Cusnir - A Black Car Service

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. September 9, 2024 Regular Town Council Meeting
 - 2. September 16, 2024 Special Town Council Meeting
 - 3. September 16, 2024 Regular Town Council Workshop
 - 4. September 16, 2024 Regular Town Council Meeting

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. Disbursements
- C. Encroachment Agreement at 105 E. Broadway Ave. - Canopy (E24-0172) (Brian Lenz)
- D. Encroachment Agreement at 105 E. Broadway Ave. - Footings (E24-0030) (Brian Lenz)
- E. First Amendment to Agreement Between the Town of Jackson, Wyoming and Grand Targhee Resort, LLC (Bruce Abel)
- F. Bid 25-02: 2024 West Jackson Water Transmission Project (Brian Lenz)

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

- A. Planning and Building
 - 1. Amendments to Town Land Development Regulations related to Temporary Emergency Building Moratorium (PM24-004) (Paul Anthony)

VI. ORDINANCES

- A. Ordinance N: An Ordinance Granting a Four-Month Extension of the Current CenturyLink Franchise (Third Reading, to be designated Ordinance 1392)
- B. Ordinance O: An Ordinance Annexing Russ Garaman Park to the Town of Jackson (First Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Design Review Committee Reappointments (Lynsey Lenamond)

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.

DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION
Recognizing October 2024 as Domestic Violence Awareness Month

WHEREAS, every person in America has the right to live free from violence in their homes, neighborhoods, and communities, and domestic violence is a serious crime that affects all individuals—adults and children—disrupts communities, destroys relationships and families; and

WHEREAS, relationship and family violence continues to become more prevalent as a social problem, the problems of domestic violence are not confined to any one group of people but crosses all gender identities, sexual orientations, economic, racial, and societal barriers; and violates an individual’s dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

WHEREAS, the U.S. Department of Justice estimates that ten million people are victimized by domestic violence each year, with less than half of all such crimes actually thought to be reported; and

WHEREAS, in a single day in 2023, 178 victims of domestic violence were served in Wyoming. 89 adult and child victims of domestic violence found refuge in emergency shelters, transitional housing, or other housing provided by local domestic violence programs. 89 adult and child victims received non-residential assistance and services, including counseling, legal advocacy, children’s support groups, and more. In the same 24 hours, 108 hotline calls took place across the state; and

WHEREAS, Teton County Victim Services, The Community Safety Network, the Wyoming Division of Victim Services and the Wyoming Coalition Against Domestic Violence & Sexual Assault encourages community leaders, co-workers, friends and loved ones to take a personal pledge to end domestic violence.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim October 2024 as Domestic Violence Awareness Month and encourage us all to be part of the solution by pledging to never commit, condone or remain silent about violence: we are all advocates, and we all play a role in creating a community which doesn’t tolerate violence.

DATED THIS 7th DAY OF OCTOBER 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

2024 FALL CLEAN-UP WEEK

WHEREAS, it is customary in the fall of each year to declare a week for citizens of the Town of Jackson to clean up their property by incinerating only dry grass, leaves, twigs, small branches, and clean wood; and

WHEREAS, the Town of Jackson reminds citizens that as outlined in Jackson Municipal Code 12.24.080 Pruning – Corner clearance, every owner of any tree overhanging any street or right-of-way within the Town shall prune branches so such branches shall not obstruct the light from any street lamp or obstruct the view from any street intersection; and

WHEREAS, the Town of Jackson and Teton County Integrated Solid Waste and Recycling have partnered to create the Annual Fall Clean-Up with a common goal to encourage residents to divert yard-waste away from the landfill, so that it may be composted locally; and

WHEREAS, citizens may pick up free, compostable paper bags to collect their yard waste beginning **October 18th** at Town Hall, Public Works and the Recycling Center; and

WHEREAS, residents participate in **Fall Clean-Up Day** and may drop off residential yard waste on Friday, **November 1st**, between 9:00 AM and 6:00 PM on the west side of Heritage Arena; and

WHEREAS, residents may also drop-off up to 500 pounds of residential yard waste at the Trash Transfer Station free-of-charge from **October 28th-November 2nd** during normal operating hours.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim Friday, **November 1st** as **Fall Clean-Up Day** and encourage citizens to participate in this community event;

AND FURTHER, proclaim **October 28th-November 3rd** as **Fall Burn Week** and remind citizens to contact the Jackson Hole Law Enforcement Agency at 733-2331 prior to starting outside blazes.

DATED THIS 7th DAY OF OCTOBER 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

INDIGENOUS PEOPLE'S DAY

WHEREAS, Since time immemorial, American Indians have created vibrant and diverse cultures — safeguarding land, language, spirit, knowledge, and traditions across generations, and

WHEREAS, Our country was conceived on the promise of equality and opportunity for all people —a promise that, despite progress made, has not been fully realized, which is especially true when it comes to upholding the rights and dignity of the Indigenous people who were here long before colonization of the Americas began, and

WHEREAS, Despite historical efforts to erase Indigenous cultures and ways of life through forced assimilation, termination, relocation, and/or sterilization, Indigenous people continue to prosper, and

WHEREAS, Today, we recognize Indigenous peoples' strength, resilience, and the immeasurable positive impact that they have had on every aspect of American society, and

WHEREAS, The contributions that Indigenous peoples have made throughout history —in public service, entrepreneurship, scholarship, the arts, and countless other fields— are integral to our Nation, our culture, our society, and

WHEREAS, Today we also recommit to supporting a new, brighter future of promise and equity for Tribal Nations —a future grounded in Tribal sovereignty and respect for the human rights of Indigenous people here and around the world, and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations, and

WHEREAS, In January of 2024, the Town of Jackson's Council affirmed a recommendation from its Equity Task Force to recognize Indigenous Peoples' Day, and

WHEREAS, Many tribes have connections to Jackson and its surrounding area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Mountain Shoshone, Nez Perce, Northern Arapaho, and other tribes, and

WHEREAS, 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, and

WHEREAS, We acknowledge the Indigenous roots in our Town, County, and area and the cultural and familial ties that connect us all, and

WHEREAS, We acknowledge our existence as neighbors within the Greater Yellowstone ecosystem and continue to work on building relationships with local tribal members, and

WHEREAS, Indigenous Peoples' Day provides the opportunity to reflect on the ongoing struggles of Indigenous people of this land and to celebrate the invaluable contributions and resiliency that has maintained thriving cultures and values, and

WHEREAS, the Town encourages residents, businesses, organizations, and public institutions to celebrate and honor Indigenous Peoples' Day.

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson will commemorate Indigenous People's Day on Monday, October 14th, 2024, as a day to celebrate and honor Indigenous Peoples past and present.

Town of Jackson

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, Town Clerk

Susan Purcell – Assistant Town Attorney

Susan is joining us as the new Assistant Town Attorney, after a long and varied legal career, including as corporate counsel for an entertainment company and most recently, as an attorney representing children in foster care in Los Angeles County. Susan moved to Jackson in 2023 and is looking forward to assisting the Town Attorney with Town matters.

Brooke Avery – Paralegal

Brooke is joining the Town as the Paralegal. She recently returned to Idaho after living in Louisiana for over 20 years where she worked in both private practice and later in the US Attorney's Office for the Middle District. She is thrilled to be home in the mountains and loves living in Teton Valley.

Dan Stewart – Water Utility Manager

Dan Stewart is the new Water Utility Manager for the Town of Jackson. Dan comes from Michigan where he spent the last 9 years in the water field, 7 with Mount Pleasant as a water systems operator and 2 with the City of Jackson Mi as a water treatment plant supervisor.

From: [A Black Car Service](#)
To: [Town Council](#); [Michelle Weber](#)
Cc: [brnscarservice@gmail.com](#); [Info@jacksonholetaxi.us](#); [vipcarservice4@gmail.com](#); [uvctrans@gmail.com](#); [www.airporttaxi@gmail.com](#)
Subject: Taxi rate increase request
Date: Thursday, May 30, 2024 8:11:28 AM
Attachments: [Screenshot 2024-05-29 at 8.50.32 PM.png](#)
[Screenshot 2024-05-29 at 8.26.30 PM.png](#)



Dear County Officials,

I hope this email finds you well. I am writing to bring to your attention an important matter regarding taxi rates in our town.

In recent years, the rising costs of fuel, maintenance, and insurance and other operating costs have significantly affected taxi operators. As a result, many are struggling to maintain a sustainable business while providing essential transportation services to our residents and visitors.

I respectfully ask that the county consider a review and potential adjustment of taxi rates to reflect the current economic realities faced by taxi operators. This adjustment would not only support the viability of taxi businesses but also contribute to the overall accessibility and convenience of transportation services within our County.

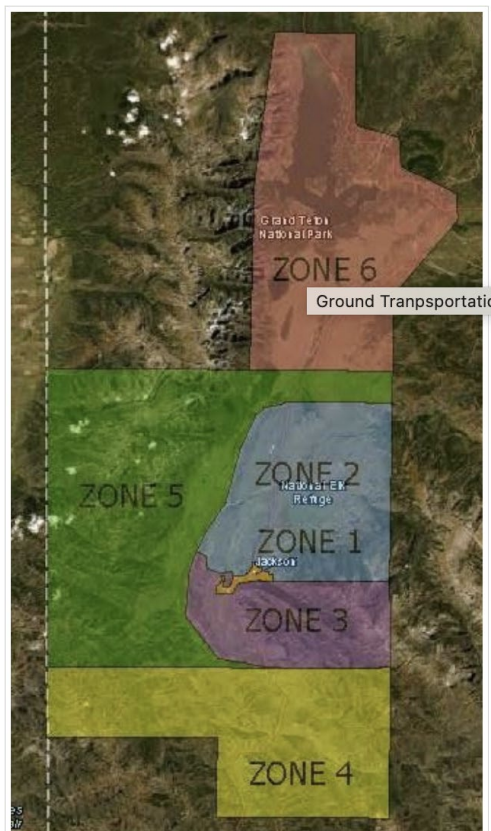
This request was discussed with other taxi companies that agreed about the rate increase. JH Taxi, Vip Car Service, Broncs Car Service, UVC Transportation, Airport Taxi. All of us combined cover about 80% of all transportation services in town. Attached is APPENDIX A that includes current taxi rates, in **RED** are proposed increased rates.

I am available to provide any additional information or insights that may assist in the consideration of this matter.

Your attention to this issue is greatly appreciated, and I am hopeful for a positive outcome that benefits both the taxi industry and the community at large.

Thank you for your time and consideration.

Respectfully,
Dumitru Cusnir.
A Black Car Service



APPENDIX A

Schedule Taxi		
ZONE	AREA	FARE
1	All properties within the Town of Jackson corporate limits and all properties accessible by vehicle from within the Town of Jackson corporate limits.	Trips entirely within Zone 1 cannot exceed \$15.00. \$35
		Trips between Zone 1 and Zone 2 cannot exceed \$70.00. \$95
		Trips between Zone 1 and Zone 3 cannot exceed \$35.00. \$55
		Trips between Zone 1 and Zone 4 cannot exceed \$63.00. \$95
		Trips between Zone 1 and Zone 5 cannot exceed \$57.00. \$75
		Trips between Zone 1 and Zone 6 cannot exceed \$138.00. \$175
2	All properties accessible by vehicle from roads: West of the Teton County, Wyoming boundary; East of the Snake River; North of the Town of Jackson corporate limits and north of Highway 22 to a point equal latitudinally with the Jackson Hole Airport; South of the Jackson Hole Airport. This zone also includes all properties within the unincorporated area of Kelly, Wyoming.	Trips entirely within Zone 2 cannot exceed \$45.00. \$75
		Trips between Zone 2 and Zone 3 cannot exceed \$75.00. \$120
		Trips between Zone 2 and Zone 4 cannot exceed \$100.00. \$150
		Trips between Zone 2 and Zone 5 cannot exceed \$95.00. \$150
		Trips between Zone 2 and Zone 6 cannot exceed \$.130.00. \$175
3	All properties accessible by vehicle from roads: West of the Teton County, Wyoming boundary; East of the Snake River; South of the Town of Jackson corporate limits and south of Highway 22 to a point equal latitudinally with Munger Mountain Road; North of a point equal latitudinally with Munger Mountain Road.	Trips entirely within Zone 3 cannot exceed \$25.00. \$50
		Trips between Zone 3 and Zone 4 cannot exceed \$54.00. \$95
		Trips between Zone 3 and Zone 5 cannot exceed \$54.00. \$95
		Trips between Zone 3 and Zone 6 cannot exceed \$150.00. \$195
4	All properties accessible by vehicle from roads: South of a point a point equal latitudinally with Munger Mountain Road; North of the Teton County, Wyoming boundary; East the Teton County, Wyoming boundary; West the Teton County, Wyoming boundary.	Trips entirely within Zone 4 cannot exceed \$35.00. \$95
		Trips between Zone 4 and Zone 5 cannot exceed \$73.00. \$150
		Trips between Zone 4 and Zone 6 cannot exceed \$190.00. \$250
5	All properties accessible by vehicle from roads: Not included in another zone.	Trips entirely within Zone 5 cannot exceed \$60.00. \$95
		Trips between Zone 5 and Zone 6 cannot exceed \$125:00 \$175
6	All properties accessible by vehicle from roads: North of, and including, Blacktail Butte Road; East to the boundary of Grand Teton National Park; West to the boundary of Grand Teton National Park; South of the boundary of Grand Teton National Park.	Trips entirely within Zone 6 cannot exceed \$95.00. \$195

The maximum fares set forth herein are for one to four (1-4) passengers. Ground transportation businesses may charge a maximum of four dollars (\$4.00) per additional passenger. **\$10**

If there is a doubt about in what zone a property lies, it is resolved by determining in which zone the vehicle access to the property is. If more than one vehicle access exists, the more commonly used access shall control.

Best regards,

Dumitru Cusnir

A Black Car Service LLC
(307) 413-2572
www.ablackcarservice.com
ablackcarservice@gmail.com

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 9, 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, Kelly Thompson, Floren Poliseo, Johnny Ziem, Michelle Weber, Paul Anthony, Susan Scarlata, and Riley Taylor.

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed Hunger Action Month and National Suicide Prevention Month.

Public Comment. George Davis, Serese Kudar, and Joe Kudar gave public comment.

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

- A. **Meeting Minutes.** To approve minutes from August 19, 2024 Special Town Council Meeting, August 19, 2024 Regular Town Council Workshop, and August 19, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE EQUIPMENT & SUPPLY \$65,000.00; ACE HARDWARE \$564.66; AFLAC \$1,811.28; ALL WEATHER GLASS TINTING \$300.00; AMAZON \$713.07; ARBOR WORKS TREE SERVICE, LLC \$2,100.00; AT&T \$1,451.52; AVAIL VALLEY CONTRUCTION-IDAHO, LLC \$17,899.00; AXON ENTERPRISES, INC \$67,073.50; BIG R RANCH & HOME \$439.88; BRIGGS, ERIC L \$208.80; BRIGHTLY \$18,128.04; CACHE VALLEY BY PRODUCTS, INC \$6,000.00; CARPETS PLUS COLORTILE \$1,235.00; CARQUEST AUTO PARTS INC. \$102.03; CASH \$185.55; CENTURYLINK \$2,511.08; CERTIFIED LABORATORIES \$239.95; CHAPA STRIPES OF IDAHO \$1,000.00; CIVICPLUS \$11,573.06; CONRAD & BISCHOFF INC. \$30,543.85; CONTROL SYSTEM TECHNOLOGY, INC. \$10,826.50; COPYWORKS, LLC \$31.90; CORE & MAIN LP \$14,664.67; CORRIAL, MIGUEL \$1,500.00; CREATIVE ENERGIES, LLC \$11,007.00; DELTA DENTAL PLAN OF WYOMING \$8,123.80; DEWBERRY ENGINEERS, INC \$2,680.00; DICK ANDERSON CONSTRUCTION \$4,394.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$13.47; ELAN ONE CARD \$14,618.21; ENERGY LABORATORIES INC. \$1,105.00; EVOLUTION CONSTRUCTION, LLC \$5,910.00; FALL RIVER RURAL ELECTIC \$71.40; FERGUSON ENTERPRISES, INC \$708.18; FIRE SERVICES OF IDAHO \$1,055.00; GILLIG LLC \$1,342.51; GUARDIAN ALLIANCE TECHNOLOGIES, INC \$500.00; HACH CHEMICAL CO. \$162.10; HARMONY DESIGN, INC \$4,259.50; HAYDEN, ISAAC \$1,000.00; HEINER, JULIE \$28.19; HIGH COUNTRY LINEN \$879.98; HILTBRUNNER, ERIC \$15.00; HUNT CONSTRUCTION INC \$20,747.20; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$5,598.00; IHF ENTERPRISES LIMITED PARTNERSHIP \$81.00; INTERSTATE BATTERY \$718.75; JACKSON CURBSIDE INC. \$2,610.00; JACKSON GROUP LOCKBOX \$4,496.90; JACKSON HOLE NEWS & GUIDE \$4,023.50; JACKSON WHOLE FAMILY HEALTH \$395.00; JEWISON, SAMUEL LEE \$100.00; JH20 WATER CONDITIONING & FILTRATION \$97.50; JORGENSEN ASSOCIATES, PC \$22,933.75; KENWORTH SALES COMPANY DEPT #1 -\$689.60; LEPCO \$237.20; LYKKEN, JENNY \$312.50; MACY'S SERVICES \$343.75; MARKMAN, JASON \$3,185.00; MEAD & HUNT \$2,708.75; METADOME, LLC \$10,294.20; MSC INDUSTRIAL SUPPLY CO \$184.25; NAPA AUTO PARTS INC. \$1,022.60; OTIS ELEVATOR COMPANY \$6,200.76; PALAZZOLO, MICHAEL \$69.50; PALINDROME STUDIO \$500.00; PITTS, SAMANTHA \$69.50; PLAINSMAN PRINTING & SUPPLY \$662.85; PLATT \$50.49; PREMIER TRUCK- SALT LAKE CITY \$219.54; PRESBYTERIAN CHURCH OF JACKSON \$5,757.00; RAE, JOSHUA \$7,300.00; RIPLEYS VACUUM CENTER, INC \$2,735.50; RON'S TOWING LLC \$3,675.00; SAGE TRUCK DRIVING SCHOOLS \$3,970.00; SHERWIN-WILLIAMS CO. \$1,848.32; SILVERSTAR \$3,606.21; SNAKE RIVER ROASTING \$331.72; SOSA'S JANITORIAL SERVICE \$9,000.00; SPECTRUM \$99.99; SPRING CREEK ANIMAL HOSPITAL \$402.91; STANDARD INSURANCE COMPANY \$10,408.54; STANDARD PLUMBING SUPPLY CO. \$144.86; STEPHENS, TALON \$69.50; STORRUD, JOSHUA \$95.00; SUBLETTE COUNTY SHERIFF'S OFFICE \$1,820.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$16,926.82; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$67,931.96; TETON COUNTY SHERIFF'S-JAIL \$1,080.00; TETON LUNCH COUNTER \$28,000.00; TETON MOTORS INC \$1,644.61; THE AFTERMARKET PARTS COMPANY, LLC

\$592.03; THE TIRE RACK, INC. \$1,316.66; TODAY CASH \$170.28; TOP TIER TOOLS LLC \$1,115.25; UCM DIGITAL HEALTH, INC \$962.00; UPPER CASE PRINTING INK \$850.50; VERIZON WIRELESS \$11,503.52; VISA \$17,790.24; VISION SERVICE PLAN - (WY) \$1,866.33; WAMCAT \$75.00; WAMCO LAB, INC. \$550.00; WEBER, MICHELLE \$692.95; WESTBANK SANITATION \$1,132.12; WESTERN STATE \$2,129.41; WESTWOOD CURTIS \$141,896.37; WRIGHT, JASON \$69.50; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$10,709.00; WY WORKERS' SAFETY & COMP \$22,404.22; WYOMING DEPARTMENT OF TRANSPORATION \$1,540.00; WYOMING GARAGE DOOR, LLC \$2,290.00; WYOMING RETIREMENT SYSTEM \$181,399.84; ZOOM VIDEO COMMUNICATIONS, INC \$5,618.57

- C. **Canopy Encroachment Agreement at 295 W. Pearl Ave. (E24-0112).** To approve the Encroachment Agreement between the Town of Jackson and Teton Gables LLC, subject to minor further changes by the Town Engineer and Town Attorney and authorize the mayor to execute the Encroachment Agreement.

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.

Resolution 24-18: Repealing Resolution Nos. 99-05 and 99-06 Related to Title 15 Update Regarding Capital Design. Lea Colasuonno made staff comment. There was no public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Resolution 24-18, A Resolution Repealing Resolutions 99-05 and 99-06. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-19: Fee Schedule. Kelly Thompson made staff comment. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Resolution 24-19, rescinding all previous fee schedules and adopting the Town of Jackson Fee Schedule. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-20: Grant to Construct Deicing Pad and Containment Facility (Phase I - Design Administration Fees). There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 24-20, approving the FAA Grant Agreement to Construct Deicing Pad and Containment Facility (Phase I – Design and Construction Administration Fees) at the Jackson Hole Airport with the FAA obligation under the grant being a maximum of \$2,966,351. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-21: Grant to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase IV - Rehabilitate Taxiway A from A3 to A4 and Construct Deicing Pad Access Taxiway). There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 24-21, approving the FAA Draft Grant Agreement for the Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway (Phase IV – Rehabilitate Taxiway A from A3 to A4 and Construct Deicing Pad Access Taxiway) project at the Jackson Hole Airport with the FAA obligation under the grant being a maximum of \$14,000,000. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-22: A Resolution Initiating Annexation Proceedings to Annex Russ Garaman Park into the Town of Jackson. Lea Colasuonno made staff comment. Council held discussion with staff. Ramona Santiago Davis made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to initiate annexation proceedings to annex Russ Garaman Park into the Town pursuant to Wyo. Stat. §15-1-404, to certify compliance of the area with Wyo. Stat. §15-1-402, to adopt Resolution 24-22, and to direct staff to proceed with annexation by ordinance as provided in Wyoming statutes. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance A. An Ordinance Regarding Flood Damage Prevention

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS.392, 970, AND 1091; SECTION 2 OF JACKSON ORDINANCE NO. 830; AND SECTIONS 15.30.020, 15.30.040, 15.30.060, 15.30.110, 15.30.120, 15.30.130, 15.30.140, AND 15.30.160 OF THE TOWN OF

JACKSON MUNICIPAL CODE REGARDING FLOOD DAMAGE PREVENTION 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 B. An Ordinance Regarding Capital Construction Projects.

AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 627; AND SECTIONS 15.32.010 THROUGH 15.32.050 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING MUNICIPAL CAPITAL CONSTRUCTION PROJECTS 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 C. An Ordinance Regarding Contractor Licensing.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 701, 1089, 1090, AND 1142; AND SECTION 8 OF JACKSON ORDINANCE NO. 1280; AND CHAPTER 15.36 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONTRACTOR LICENSING 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 D. An Ordinance Regarding Building Demolition.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 888 AND 1279; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280; AND CHAPTER 15.38 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING BUILDING DEMOLITION 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 E. An Ordinance Regarding Enforcement of Title 15.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 843; AND SECTION 15.50.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ENFORCEMENT OF TITLE 15 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 Regarding Licensing Construction Contractors.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 1281; AND CHAPTER 5.04.022 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING LICENSING CONSTRUCTION CONTRACTORS 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 Arne Jorgensen to approve Ordinances A, B, C, D, E, and F at third reading and designate them Ordinances 1378, 1379, 1380, 1381, 1382, and 1383, respectively. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter and Jessica Sell Chambers in favor and Jim Rooks opposed. The motion carried.

Ordinance G. An Ordinance Regarding Civil Parking Authority.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1287, 1181, 1180, 1054, 870, 798, 527, 526, 300, 179, AND 18; SECTION 2 OF JACKSON ORDINANCE NOS. 871 AND 18; AND SECTION 34 OF JACKSON ORDINANCE NO. 162; AND SECTIONS 1.16.010, 1.16.020, 1.18.010 AND 1.18.080 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CIVIL PARKING AUTHORITY 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 Regarding Community Service Unit.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1337, 1186, AND 842; AND SECTION 2.23.051 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING COMMUNITY SERVICE UNIT 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 Regarding Parking Regulations.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1311, 1194, 661, 610, 214, 161, AND 131; AND SECTIONs 10.04.205, 10.04.210, 10.04.285, 10.04.117, AND 10.04.227; AND ADDING CHAPTER 10.05 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PARKING REGUALTIONS 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 Jessica Sell Chambers to approve Ordinances G, H, and I on third reading and designate them Ordinances 1384, 1385, and 1386, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance J. An Ordinance Amending the LDRs Regarding the Community Development Director (P24-042).

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, AND 1258; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1165; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; SECTIONS 10, 11, 15, AND 16 OF TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 4.3.1, 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, AND 8.10.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE COMMUNITY DEVELOPMENT DIRECTOR.

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 LDRs Regarding Noise (P24-043).

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1094, 1110, 1136, 1149, 1152, 1159, 1160, 1161, 1170, 1196, 1197, 1198, 1210 THROUGH 1222, 1273, 1278, 1299, 1313, 1314, 1316, 1324, 1338, AND 1343; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1139, AND 1161; SECTIONS 3 THROUGH 13 OF TOWN OF JACKSON ORDINANCE NO. 1348; SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 1125; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1163; SECTION 11 OF TOWN OF JACKSON ORDINANCE NOS. 1111 AND 1159; SECTION 14 OF TOWN OF JACKSON ORDINANCE NO. 1111; SECTION 18 THROUGH 20 OF TOWN OF JACKSON ORDINANCE NO. 1111; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, 2.3.13, 3.3.1, 4.2.1, 4.2.2, 6.1.10, AND 6.4.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NOISE.

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 LDRs Regarding Findings of Consistency (P24-044).

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, 1258, AND 1273; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; AND SECTIONS 4.3.1, 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING FINDINGS OF CONSISTENCY WITH THE PURPOSES AND ORGANIZATION OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

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 Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinances J, K and L on third reading and designate them Ordinances 1387, 1388, and 1389. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance M. An Ordinance Extending the Temporary Moratorium (PM24-004).

AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS TO CREATE, ADD, OR CHANGE THE USE OF THE HABITABLE FLOOR AREA FOR NONRESIDENTIAL BUILDINGS LARGER THAN 35,000 HABITABLE SQUARE FEET WITHIN THE COMMERCIAL RESIDENTIAL - 1 (CR-1), COMMERCIAL RESIDENTIAL - 2 (CR-2), COMMERCIAL RESIDENTIAL - 3 (CR-3), DOWNTOWN CORE -1 (DC-1), AND DOWNTOWN CORE - 2 (DC-2) PURSUANT TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION.

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 Jessica Sell Chambers and seconded by Jim Rooks to approve Ordinance M on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance N: An Ordinance Granting a Four-Month Extension of the Current CenturyLink Franchise.

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

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 Jim Rooks and seconded by Jonathan Schechter to approve Ordinance N, an ordinance granting a four-month extension of the current CenturyLink Franchise, on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed speeding, speed limits, and speed bumps. Council discussed their recent trip to the Wind River Buffalo Initiative. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to ask staff to connect with the Wind River Tribal Buffalo Initiative to find out how much it costs to purchase/donate a buffalo and the best avenue for presenting that. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council discussed the upcoming Wyoming Association of Municipalities (WAM) Region 5 meeting in Evanston and the October CAST meeting in Jackson. Mayor Morton Levinson discussed the 2024 Hunt Institute’s Early Childhood Leadership Summit she attended in Las Vegas.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the Coalition to End Plastics Pollution, budget meetings in the months of May and June, recognition for Johnny Ziem’s work on the Wort Ditch, e-bike and Pathway safety improvements, ECW’s community solar advancements, temporary sign permits, and an EV Charging and Fueling grant award. Council discussed Pathways safety and e-bikes. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct the Town Manager or their designee to draft a brief scoping staff report about maximizing Pathways and bicycle safety amongst youth to be added to an agenda within 90 days. 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 Mayor Morton Levinson to direct staff to draft a firm letter to the middle school administration seeking their assistance in nipping this in the

bud and designate the Mayor to sign it. Chief Weber made staff comment. Council held discussion with staff. The motion was withdrawn by Jessica Sell Chambers.

A motion was made by Jessica Sell Chambers and seconded by Schechter 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 Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:26 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: September 25, 2024

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

SEPTEMBER 16, 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 10:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

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

Interviews for Alternate Municipal Judge. Council conducted interviews with Elisabeth Trefonas (via Zoom), Tim Day, and Inga Parsons.

Council recessed from 10:31 a.m. until 10:43 a.m.

Council conducted interviews with Zane Aukee and Alexandra Nash.

Recess to Executive Session. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to recess to executive session to discuss personnel matters in accordance with Wyoming State Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor.

Council recessed at 11:01 a.m. and reconvened at 11:32 a.m.

Mayor Morton Levinson nominated Elisabeth Trefonas, Alexandra Nash, and Zane Aukee as Alternate Municipal Court Judges. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to consent to the appointment of Alexandra Nash, Zane Aukee, and Elisabeth Trefonas as Alternate Municipal Court Judges. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Mayor Morton Levinson appointed Alexandra Nash and Zane Aukee as Alternate Municipal Court Judges and Elisabeth Trefonas, effective October 15th, as an Alternate Municipal Judge.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The special meeting adjourned at 11:36 a.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: September 25, 2024

SEPTEMBER 16, 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, and Jessica Sell Chambers. Jim Rooks was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Kelly Thompson, Paul Anthony, Michelle Weber, Sandy Birdyshaw, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Total Compensation and Benefits Review. Tyler Sinclair, Roxanne Robinson, and Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to support Staff’s recommendation to bring back information when the overall Town budget is being discussed and when Policy Manual updates are presented in order to:

- 1. Potentially offer more choice to employees,
- 2. Review the overall cost effectiveness of the benefit package,
- 3. Potentially address equity issues,
- 4. Potentially consider shifting funding currently allocated from benefits to wages or between benefits, and
- 5. Potentially consider any enhancements to the benefit package.

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

Police Officer Staff Retention. Roxanne Robinson and Michelle Weber made staff comment. Council held discussion with staff. Bill McPeak and Perri Stern made public comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to direct staff to adjust actual wages between 5% and 11% for sworn officer positions from Police Officer up through Lieutenant, and to eliminate the requirement for Officers to reimburse the Town for fuel. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed from 2:57 p.m. until 3:06 p.m. Jessica Sell Chambers left the meeting during recess.

Pay As You Throw Pricing for Residential Trash Services. Tanya Anderson made staff comment. Council held discussion with staff. Becky Kiefer, Kelly French, Kalisa Pointset, and Mary Lynn Callahan made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to draft a Pay As You Throw Ordinance as directed today, and to bring it back at a future Town Council meeting. Mayor Morton Levinson 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. Tyler Sinclair reviewed Council’s Workplan Calendar and items on the Potential Initiative (PI) List. Council held discussion with staff.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:02 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 16, 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, and Jessica Sell Chambers. Jim Rooks was absent.

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

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed Childhood Cancer Awareness Week and Hispanic Heritage Month.

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-D as presented with the following motions:

- A. **Disbursements.** To approve the disbursements as presented. Ace Hardware \$475.40, James Adams \$100.00, Airgas Intermountain \$446.29, Amazon \$411.00, Borgen Incorporated \$66264.25, Blue Spruce Cleaners \$257.32, Anita Boland \$2200.00, Eric Briggs \$22.53, Brinkman Consulting \$14500.00, Shawn Burkholder \$2039.63, Caselle \$1973.00, CentralSquare \$6190.61, Conrad & Bischoff \$401.32, Control System Technologies \$1018.00, Core & Main \$862.99, Dean's Pest Control \$170.00, Dex Imaging \$635.10, Division of Child Support \$509.23, Energy Laboratories \$1588.00, Etna Trade Park \$4062.00, Evolution Construction \$7800.00, Fire Services of Idaho \$419.00, Freedom Mailing \$1941.38, Glenn Geddes \$100.00, Harmony Design \$4050.00, HD Fowler \$10614.00, Hunt Construction \$12588.80, Idaho Child Support \$564.20, Identisys Inc \$8447.06, Interstate Battery \$897.70, Ivy Outdoor Services \$17205.00, Jackson Curbside \$750.00, Jackson Hole Law \$3505.00, Jackson Hole News & Guide \$695.01, Jackson Lumber \$36.75, Jackson Paint and Glass \$2880.00, Jorgensen Associates \$2157.50, Peter Keenan \$2300.00, Leadership Jackson Hole \$400.00, Lower Valley Energy \$42164.88, Jason Markman \$2800.00, Metroquip \$77.30, Microsoft \$3498.00, Mountain Fire Protection \$265.00, MSC Industrial Supply \$543.56, Napa Auto Parts \$531.34, Nelson Engineering \$1875.00, Bryan Ontko \$100.00, Perform Printing \$168.50, Samantha Pitts \$69.50, Premier Truck \$212.90, Brinda Ramanathan \$2500.00, Rui Inc \$525.56, Susan Scarlata \$60.21, Andy Schwartz \$4583.33, Sherwin-Williams \$480.00, Shoreline Consulting \$2272.72, Smith Psychological Services \$800.00, SPSC POA \$303.82, Standard Plumbing \$150.82, Stinky Prints \$12.99, Kirk Stone \$3087.00, Teton County Clerk \$856339.99, Teton County Integrated \$24.00, Teton County Fund 10 \$130430.12, Teton County Fund 19 \$1677143.64, Teton Motors \$270.94, Teton Trash Removal \$114.00, Teton View Landscape \$100.18, The Tire Rack \$1242.48, Thompson West \$930.14, T-Mobile \$6.31, Today Cash \$170.28, US Homes \$1638.00, Valley West Engineering \$5975.00, Virginian Village Condo \$1080.00, Watt's Steam Store \$756.00, John Wilson \$2200.00, Wyoming First Aid \$204.01, Wyoming.com \$5.00, Yellow Iron Excavation \$2150.00.
- B. **August Municipal Court Report.** To accept the August Municipal Court Report into record.
- C. **Center Management Inc. (CMI) Approval for Capital Improvements.** To provide written consent to allow Center Management Inc. to design and initiate a capital fundraising campaign for capital improvements described in this staff report, dated September 16, 2024, to the Town-owned Snow King Sports and Event Center.
- D. **ARPA LG-1414 Grant Distribution Request for Flat Creek Apartments.** To approve and authorize the Mayor to sign the ARPA LG-1414 Grant Draft Request and the Certification Statement.

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.

Options for Removal of the Mercer Cabin from Karns Meadow. Tanya Anderson made staff comment. Council held discussion with staff. David Vandenburg and Ryan Dorgan made public comment. A

motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the release of the revised RFP to purchase and remove the Mercer Cabin from the Karns Meadow property. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Demolition Permit DEM24-007 Located at 105 E. Broadway Ave. (PM24-006). Paul Anthony made staff comment. Council held discussion with staff. David Vandenburg and Ryan Dorgan made public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve a stay of 90 days or less for Item PM24-006 for the demolition of the existing commercial structure as presented in this staff report and located at 105 East Broadway Ave. A friendly amendment was made to approve the stay for 90 days. Jonathan Schechter and Jessica Sell Chambers consented to the amendment. Mayor Morton Levinson called for the vote on the motion to approve a stay of 90 days for Item PM24-006 for the demolition of the existing commercial structure as presented in this staff report and located at 105 East Broadway Ave. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance M: An Ordinance Extending the Temporary Moratorium.

AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS TO CREATE, ADD, OR CHANGE THE USE OF THE HABITABLE FLOOR AREA FOR NONRESIDENTIAL BUILDINGS LARGER THAN 35,000 HABITABLE SQUARE FEET WITHIN THE COMMERCIAL RESIDENTIAL - 1 (CR-1), COMMERCIAL RESIDENTIAL - 2 (CR-2), COMMERCIAL RESIDENTIAL - 3 (CR-3), DOWNTOWN CORE -1 (DC-1), AND DOWNTOWN CORE - 2 (DC-2) PURSUANT TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION.

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

Jenny Fitzgerald, Kimberly Brandt, Patricia Griffin, Patrick Donaway, Amy Kushak, Rebecca McCallister made public comment. Council held discussion. Tyler Sinclair and Lea Colasuonno made staff comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinance M on third reading and designate it Ordinance 1391. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance N. An Ordinance Granting a Four-Month Extension of the Current CenturyLink Franchise.

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

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 Arne Jorgensen to approve Ordinance N, an ordinance granting a four-month extension of the current CenturyLink Franchise, on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed commercial spaces. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to direct staff to, by November 30, develop a scoping report examining possible methods for creating affordable commercial space and affordable art-creating space in every new or significantly remodeled commercial development in the Town of Jackson. A friendly amendment was made to change affordable commercial and art-creating space to affordable non-residential space. Jonathan Schechter and Jessica Sell Chambers consented to the amendment. A friendly amendment was made to change the November 30th date to within 90 days. Jonathan Schechter and Jessica Sell Chambers consented to the amendment. Mayor Morton Levinson called for the vote on the motion to direct staff to, within 90 days, develop a scoping report examining possible methods for creating affordable non-residential space in every new or significantly remodeled

commercial development in the Town of Jackson. The vote showed 3-1 with Mayor Morton Levinson, Jonathan Schechter, and Arne Jorgensen in favor and Jessica Sell Chambers opposed. The motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Council travel for the Region 5 WAM Board Meeting and/or WAM Board meeting. 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 Jessica Sell Chambers to approve registration expenses and related attendance costs to participate in the October CAST meeting for Council and staff wishing to attend. Susan Scarlata made staff comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council discussed on street parking, e-bikes, and a potential RFP for an urban design study.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on Town of Jackson vacancies. 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 Schechter and seconded by Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:57 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: September 25, 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
328	842-NCBERS GROUP WYOMIN	942102024	PAYROLL DEDUCTIONS	09/01/2024	80.00	80.00	09/24/2024
Total 328:					80.00	80.00	
7509	A & I DISTRIBUTORS	4115019	METHANOL	09/13/2024	264.31	.00	
Total 7509:					264.31	.00	
425	ACE EQUIPMENT & SUPPLY	177364	GUTTER BROOM	08/28/2024	3,686.38	.00	
Total 425:					3,686.38	.00	
51	ACE HARDWARE	879312	BLADE SAW	08/15/2024	38.98	.00	
51	ACE HARDWARE	880080	SPARK PLUG	08/21/2024	8.99	.00	
51	ACE HARDWARE	880359	GLUE	08/23/2024	6.49	.00	
51	ACE HARDWARE	880522	STIHL CHAIN AND SRENCH	08/26/2024	69.48	.00	
51	ACE HARDWARE	880724	GUIDE PIVOT	08/24/2024	9.99	.00	
51	ACE HARDWARE	880787	CAULKING CAP	08/28/2024	7.78	.00	
51	ACE HARDWARE	881026	CLEANERS	08/29/2024	8.48	.00	
51	ACE HARDWARE	881093	RATCHET	08/30/2024	26.99	.00	
51	ACE HARDWARE	881321	TAPE	09/02/2024	6.99	.00	
51	ACE HARDWARE	881511	FOAM	09/04/2024	6.49	.00	
51	ACE HARDWARE	881527	KEY STEM	09/04/2024	14.99	.00	
51	ACE HARDWARE	881726	MARKING PAINT	09/05/2024	438.22	.00	
51	ACE HARDWARE	881740	RECIP BLADES	09/05/2024	46.98	.00	
51	ACE HARDWARE	881742	FILTER	09/05/2024	7.99	.00	
51	ACE HARDWARE	881874	MULTITOO	09/06/2024	139.99	.00	
51	ACE HARDWARE	882074	WHITE TUBE	09/09/2024	8.28	.00	
51	ACE HARDWARE	882101	HEAT SHRINK TUBING	09/09/2024	67.41	.00	
51	ACE HARDWARE	882311	TERM RING	09/11/2024	5.49	.00	
51	ACE HARDWARE	882494	HEARING PROTECTION	09/12/2024	43.98	.00	
51	ACE HARDWARE	882527	HOLE PLUGS	09/12/2024	9.09	.00	
51	ACE HARDWARE	882604	SWITCH	09/13/2024	24.98	.00	
51	ACE HARDWARE	882645	ELECTRICAL TAPE	09/13/2024	9.99	.00	
51	ACE HARDWARE	882674	INSUL CLAMPS	09/13/2024	2.99	.00	
51	ACE HARDWARE	882739	CAULK	09/14/2024	8.99	.00	
51	ACE HARDWARE	882975	PALLET ACE LAWNBAGS	09/17/2024	1,360.00	.00	
51	ACE HARDWARE	882996	LOPPER AND SHOVEL VELCRO'	09/17/2024	97.45	.00	
51	ACE HARDWARE	883009	CHICAGO KEY	09/17/2024	5.49	.00	
51	ACE HARDWARE	883030	CREDIT	09/17/2024	5.49-	.00	
51	ACE HARDWARE	883102	TERMINAL KIT DISHWASHER S	09/18/2024	79.96	.00	
51	ACE HARDWARE	883115	PIPE CUTTER	09/18/2024	38.98	.00	
51	ACE HARDWARE	883180	CREDIT	09/18/2024	17.99-	.00	
51	ACE HARDWARE	883221	COAT HOOKS	09/19/2024	34.45	.00	
51	ACE HARDWARE	883237	CHAIN	09/19/2024	24.99	.00	
51	ACE HARDWARE	883259	PIPE,CLAMPS,CONNECTOR,RI	09/19/2024	136.03	.00	
51	ACE HARDWARE	883354	CAULK BUDDY	09/20/2024	17.48	.00	
51	ACE HARDWARE	883356	ROLLER COVER	09/20/2024	29.45	.00	
51	ACE HARDWARE	883416	DRYWALL ANCHORS	09/20/2024	3.22	.00	
51	ACE HARDWARE	883568	AC VOLT TESTER COMBO	09/23/2024	47.96	.00	
51	ACE HARDWARE	883616	KEYS AND ID TAGS	09/23/2024	7.98	.00	
51	ACE HARDWARE	883724	CM EXT BAR	09/24/2024	61.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 51:					2,941.97	.00	
5728	ADVANCED CONCRETE SOLUTI	3966	PARKING STRUCTURE DEPOSI	08/12/2024	78,330.80	.00	
5728	ADVANCED CONCRETE SOLUTI	3979	DECK COATING	09/25/2024	78,661.60	.00	
Total 5728:					156,992.40	.00	
5726	AMAZON	1441-4WGV-33	ICE MELT	08/12/2024	74.95	.00	
5726	AMAZON	167X-YFWJ-7K	POWER SOLAR	08/30/2024	852.53	.00	
5726	AMAZON	1GJC-6JQG-1L	AIRPODS	08/28/2024	149.99	.00	
5726	AMAZON	1HNK-=PC7K-	LAMINATED TAPE	08/18/2024	12.99	.00	
5726	AMAZON	1HXY-CGVF-1	NOTEBOOKS	09/19/2024	26.99	.00	
5726	AMAZON	1JVV-W9XQ-6	TONER	09/25/2024	98.89	.00	
5726	AMAZON	1KKL-39JL-3K	MOUNTING TAPE	08/12/2024	18.99	.00	
5726	AMAZON	1LRD-QHGX-F	CREDIT	09/13/2024	66.40-	.00	
5726	AMAZON	1M3V-JT1Y-FH	books	09/25/2024	82.74	.00	
5726	AMAZON	1MGR-94RM-N	PAINT BY NUMBERS KITS	09/18/2024	29.97	.00	
5726	AMAZON	1RJL-61TR-K3	TONER	09/18/2024	963.44	.00	
5726	AMAZON	1Vfy-P3YD-4V	MONITOR MOUNT	09/11/2024	71.96	.00	
Total 5726:					2,317.04	.00	
7127	ANGLESEY, NICOLE	091324	REIMBURSE DOT PHYSICAL	09/13/2024	92.00	.00	
Total 7127:					92.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	09/16/2024	1,156.41	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	09/12/2024	43.23	.00	
1783	AT&T	287279795460	charges for account 28727979546	09/11/2024	251.88	.00	
1783	AT&T	521025	TRACKING NUMBERS	07/29/2024	70.00	.00	
Total 1783:					1,521.52	.00	
4088	AVAIL VALLEY CONTRUCTION-I	092524	Pay app # JACKSON FALL PATC	09/25/2024	331,911.71	.00	
Total 4088:					331,911.71	.00	
4920	BEST BEST & KRIEGER	1005339	MATTER 51148.00001 FRANCHI	09/06/2024	980.50	.00	
Total 4920:					980.50	.00	
4774	BIG R RANCH & HOME	1686249	BOLTS	09/05/2024	29.96	.00	
Total 4774:					29.96	.00	
3500	BISON LUMBER	2408-851954	SONOTUBE	08/12/2024	30.81	.00	
3500	BISON LUMBER	2408-851970	SONOTUBE	08/12/2024	30.81	.00	
3500	BISON LUMBER	2408-853292	CTR BRONZE LAG SCREW	08/23/2024	2,565.00	.00	
3500	BISON LUMBER	2408-853355	200 PT GREEN	08/23/2024	2,750.00	.00	
3500	BISON LUMBER	2409-855459	PREASSURE TREATED	09/13/2024	7,878.51	.00	
Total 3500:					13,255.13	.00	
6845	BLUE TO GOLD, LLC	BTG-JW-82474	TRAINING	09/24/2024	990.00	.00	
Total 6845:					990.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6773	BUILD 22	092024	RELEASE BOND B22-0551 600 e	09/20/2024	10,175.00	10,175.00	09/20/2024
Total 6773:					10,175.00	10,175.00	
6051	CARPETS PLUS COLORTILE	10964	CARPET	08/26/2024	1,056.00	.00	
Total 6051:					1,056.00	.00	
2876	CAST	1871	annual memebeship dues	03/01/2024	800.00	.00	
Total 2876:					800.00	.00	
544	CENTURYLINK	333897059 092	Monthly bill for account 33389705	09/07/2024	2,301.08	.00	
544	CENTURYLINK	334064254 092	Monthly bill for account 33406425	09/13/2024	54.19	.00	
Total 544:					2,355.27	.00	
7089	CHARLIE'S PLUMBING OF JH	13682	PLUMBING SERVICES SNOW KI	08/21/2024	412.00	.00	
Total 7089:					412.00	.00	
5967	CITY OF DRIGGS	BBSTART2024	BUS BARN RENT	09/03/2024	1,467.73	.00	
Total 5967:					1,467.73	.00	
6001	CIVICPLUS	317118	MUNICIPAL CODE	09/10/2024	4,562.25	.00	
6001	CIVICPLUS	317121	MUNI CODE FULL SERVICE	09/10/2024	4,562.25	.00	
Total 6001:					9,124.50	.00	
514	CONRAD & BISCHOFF INC.	IN-236212-24	FUEL	09/05/2024	29,534.02	.00	
514	CONRAD & BISCHOFF INC.	IN-247452-24	DEF BULK	09/11/2024	780.47	.00	
514	CONRAD & BISCHOFF INC.	IN-265621-24	DYE	09/23/2024	21,054.65	.00	
514	CONRAD & BISCHOFF INC.	IN-265624-24	GASOLINE	09/23/2024	7,479.45	.00	
Total 514:					58,848.59	.00	
4887	CONTROL SYSTEM TECHNOLO	11334	WWTP CONTROL HARDWARE	09/05/2024	1,450.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11340	WATER SCADA	09/09/2024	1,771.50	.00	
Total 4887:					3,221.50	.00	
6475	CONVERGEONE, INC	INV1026248	CISCO SUBX RENEWAL	09/19/2024	6,300.00	.00	
Total 6475:					6,300.00	.00	
7500	CONWAY, LARS	091924	OCTOBER RENT 145 MOOSE	09/19/2024	2,500.00	2,500.00	09/23/2024
Total 7500:					2,500.00	2,500.00	
3272	COPYWORKS, LLC	53229	POSTERS	09/20/2024	69.90	.00	
3272	COPYWORKS, LLC	53244	POSTERS	09/25/2024	69.90	.00	
Total 3272:					139.80	.00	
1691	CORE & MAIN LP	V286033	PROCODER	09/12/2024	15,886.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1691:					15,886.50	.00	
611	CUMMINS SALES AND SERVICE	40-68403	INSITE LITE	06/21/2024	1,440.00	.00	
Total 611:					1,440.00	.00	
4918	DEAN'S PEST CONTROL LLC	93870	RODENT CONTROL	08/27/2024	100.00	.00	
Total 4918:					100.00	.00	
7514	DELAY, JACK	092324	REIMBURSE DOT PHYSICAL	09/23/2024	120.00	.00	
Total 7514:					120.00	.00	
708	DELTA DENTAL PLAN OF WYOM	091324	AUGUST CLAIMS	09/13/2024	4,267.90	4,267.90	09/13/2024
Total 708:					4,267.90	4,267.90	
7510	DENT KINGS PDR INC	6783	2022 EXPOLORED	09/16/2024	100.00	.00	
Total 7510:					100.00	.00	
4959	DETAIL DRIVEN LLC	12132	INTERIOR	08/13/2024	225.00	.00	
Total 4959:					225.00	.00	
3881	DEX IMAGING	AR11998362	CONTRACT COPIER	09/19/2024	993.38	.00	
3881	DEX IMAGING	AR12000159	CONTRACT COPIER	09/20/2024	66.92	.00	
Total 3881:					1,060.30	.00	
6883	DIVISION OF CHILD SUPPORT	09192024	DCSE CASE #0005405448	09/19/2024	509.23	509.23	09/19/2024
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	091124	Crime Victim Surcharge	09/11/2024	150.00	.00	
Total 2175:					150.00	.00	
3408	E.R. OFFICE EXPRESS	22626	Office Supplies	08/26/2024	282.11	.00	
3408	E.R. OFFICE EXPRESS	22626	Office Supplies	08/26/2024	498.04	.00	
3408	E.R. OFFICE EXPRESS	22656	PENS	09/03/2024	43.54	.00	
3408	E.R. OFFICE EXPRESS	22692	office supplies	09/19/2024	111.65	.00	
3408	E.R. OFFICE EXPRESS	22698	office supplies	09/19/2024	49.06	.00	
3408	E.R. OFFICE EXPRESS	22699	office supplies	09/19/2024	43.34	.00	
3408	E.R. OFFICE EXPRESS	22705	PENS	09/23/2024	96.45	.00	
3408	E.R. OFFICE EXPRESS	22714	PAPER	09/23/2024	67.81	.00	
Total 3408:					1,192.00	.00	
6844	EKOS, INC	10174	FUEL SITE	09/15/2024	80.00	.00	
Total 6844:					80.00	.00	
7446	ELAN ONE CARD	ADMIN 3263 0	EVENT-COMMUNITY DEVELOP	08/23/2024	450.00	450.00	09/23/2024
7446	ELAN ONE CARD	ADMIN 3263 0	GYESCENCE CONFERENCE-C	08/23/2024	350.00	350.00	09/23/2024
7446	ELAN ONE CARD	BUILDING 895	BIG HOLE BBQ-TOWN-WIDE SE	08/23/2024	3,748.58	3,748.58	09/23/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	BUILDING 895	ALBERTSONS-PLANNING	08/23/2024	40.23	40.23	09/23/2024
7446	ELAN ONE CARD	BUILDING 895	SHELL-TOWN-WIDE SERVICES	08/23/2024	23.27	23.27	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	NAME BADGES-COMMUNITY D	08/23/2024	23.32	23.32	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	AMAZON-COMMUNITY DEVELO	08/23/2024	25.43	25.43	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	MAILCHIMP-COMMUNITY DEVE	08/23/2024	75.00	75.00	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	FORT FRAME-COMMUNITY DE	08/23/2024	217.88	217.88	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	PERSEPHONE BAKERY-COMM	08/23/2024	17.90	17.90	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	AMAZON-COMMUNITY DEVELO	08/23/2024	25.43-	25.43-	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	AMAZON-COMMUNITY DEVELO	08/23/2024	6.35	6.35	09/23/2024
7446	ELAN ONE CARD	CD 3840 08/23	AMAZON-COMMUNITY DEVELO	08/23/2024	6.35-	6.35-	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	DELTA AIR-COMMUNITY DEVEL	08/23/2024	487.98	487.98	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	AMERICAN AIRLINES-COMMUN	08/23/2024	110.98	110.98	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	CHECKR-WATER DEPARTMENT	08/23/2024	59.99	59.99	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	AMERICAN AIRLINES-COMMUN	08/23/2024	22.48	22.48	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	CHECKR-START	08/23/2024	372.04	372.04	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	CHECKR-PERSONNEL/TOWN C	08/23/2024	192.47	192.47	09/23/2024
7446	ELAN ONE CARD	Finance 9639 0	BIG SKY RESORT-COMMUNITY	08/23/2024	264.14	264.14	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	ALBERTSONS-INFORMATION T	08/23/2024	89.79	89.79	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	AMAZON-INFORMATION TECHN	08/23/2024	78.99	78.99	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	GARMIN-INFORMATION TECHN	08/23/2024	64.95	64.95	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	STARLINK INTERNET-INFORMA	08/23/2024	654.94	654.94	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	MATTER HACKERS-INFORMATI	08/23/2024	39.00	39.00	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	BAMBULAB-INFORMATION TEC	08/23/2024	180.15	180.15	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	JAM SOFTWARE-INFORMATION	08/23/2024	32.48	32.48	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	UPS-INFORMATION TECHNOLO	08/23/2024	55.77	55.77	09/23/2024
7446	ELAN ONE CARD	IT 7309 08/23/2	DISH NETWORK-TOWN-WIDE S	08/23/2024	144.74	144.74	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	ACE HAREWARE-TOWN-WIDE	08/23/2024	18.13	18.13	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	SNAKE RIVER ROASTING-TOW	08/23/2024	77.75	77.75	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	MAVERIK-TOWN-WIDE SERVIC	08/23/2024	13.66	13.66	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	ALBERTSONS-TOWN-WIDE SE	08/23/2024	88.76	88.76	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	BROULIMS-TOWN-WIDE SERVI	08/23/2024	43.95	43.95	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	MIAZGA-TOWN-WIDE SERVICE	08/23/2024	312.00	312.00	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	COWBOY COFFEE-TOWN-WIDE	08/23/2024	97.22	97.22	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	BIG D-PLANNING	08/23/2024	41.09	41.09	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	SPRINGHILL SUITES-TOWN-WI	08/23/2024	915.00	915.00	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	ALBERTSONS-TOWN-WIDE SE	08/23/2024	25.65	25.65	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	EXXON-PLANNING	08/23/2024	26.70	26.70	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	LOAF N JUG-TOWN-WIDE SERV	08/23/2024	6.58	6.58	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	RED LION-PLANNING	08/23/2024	438.41	438.41	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	BROULIMS-TOWN-WIDE SERVI	08/23/2024	25.10	25.10	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	PHILLIPS 66-PLANNING	08/23/2024	22.29	22.29	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	ACE HARDWARE-TOWN-WIDE	08/23/2024	8.47	8.47	09/23/2024
7446	ELAN ONE CARD	P&B 5582 08/2	MERRY PIGLETS-TOWN-WIDE	08/23/2024	345.84	345.84	09/23/2024
7446	ELAN ONE CARD	PD 0494 08/23/	SIDEWINDERS-POLICE - PATRO	08/23/2024	88.20	88.20	09/23/2024
7446	ELAN ONE CARD	PD 0494 08/23/	AUDIBLE-POLICE - PATROL	08/23/2024	15.85	15.85	09/23/2024
7446	ELAN ONE CARD	PD 0494 08/23/	TETON THAI-POLICE - PATROL	08/23/2024	206.63	206.63	09/23/2024
7446	ELAN ONE CARD	PD 0494 08/23/	NEW YORK CITY SUB-POLICE -	08/23/2024	78.69	78.69	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	COUNTRY INN-PERSONNEL/TO	08/23/2024	305.18	305.18	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	PORTLAND PARKING-PERSON	08/23/2024	5.40	5.40	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	UPS-POLICE - INVESTIGATIONS	08/23/2024	23.33	23.33	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	PORTLAND PARKING-PERSON	08/23/2024	3.60	3.60	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	BRENNERS-PERSONNEL/TOW	08/23/2024	36.00	36.00	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	CHEVRON-PERSONNEL/TOWN	08/23/2024	40.98	40.98	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	PILOT-PERSONNEL/TOWN CLE	08/23/2024	37.98	37.98	09/23/2024
7446	ELAN ONE CARD	PD 6677 08/23/	UPS-POLICE - INVESTIGATIONS	08/23/2024	12.44	12.44	09/23/2024
7446	ELAN ONE CARD	START 4059 0	PHILLIPS 66-START	08/23/2024	232.25	232.25	09/23/2024
7446	ELAN ONE CARD	START 4059 0	ALASKA AIR-START	08/23/2024	45.00	45.00	09/23/2024
7446	ELAN ONE CARD	START 4059 0	DECKHAND-START	08/23/2024	121.20	121.20	09/23/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	START 4059 0	COMMUNITY TRANSPORTATIO	08/23/2024	25.00	25.00	09/23/2024
7446	ELAN ONE CARD	START 4059 0	CITY OF JUNEAU-START	08/23/2024	5.00	5.00	09/23/2024
7446	ELAN ONE CARD	START 4059 0	CITY OF JUNEAU-START	08/23/2024	3.00	3.00	09/23/2024
7446	ELAN ONE CARD	START 4059 0	PUCKER-START	08/23/2024	109.62	109.62	09/23/2024
7446	ELAN ONE CARD	START 4059 0	DOLLAR CAR RENTAL-START	08/23/2024	54.96-	54.96-	09/23/2024
7446	ELAN ONE CARD	START 4059 0	CAPITAL SERVICE-START	08/23/2024	18.84	18.84	09/23/2024
7446	ELAN ONE CARD	START 4059 0	NATIONAL CAR RENTAL-START	08/23/2024	987.00	987.00	09/23/2024
7446	ELAN ONE CARD	START 4059 0	SIDEWINDERS-START	08/23/2024	112.71	112.71	09/23/2024
7446	ELAN ONE CARD	START 4059 0	DECKHAND-START	08/23/2024	39.07	39.07	09/23/2024
7446	ELAN ONE CARD	START 4059 0	RAMADA INN-START	08/23/2024	996.00	996.00	09/23/2024
7446	ELAN ONE CARD	START 4059 0	ALASKA AIR-START	08/23/2024	35.00	35.00	09/23/2024
7446	ELAN ONE CARD	START 9251 0	HOLIDAY INN-START	08/23/2024	438.00	438.00	09/23/2024
7446	ELAN ONE CARD	START 9251 0	4 IMPRINT-START	08/23/2024	330.17	330.17	09/23/2024
7446	ELAN ONE CARD	START 9251 0	QUALITY LOGO PRODUCTS-ST	08/23/2024	685.80	685.80	09/23/2024
7446	ELAN ONE CARD	START 9251 0	PAYPAL-START	08/23/2024	75.00	75.00	09/23/2024
7446	ELAN ONE CARD	START 9251 0	STAPLES-START	08/23/2024	29.95	29.95	09/23/2024
7446	ELAN ONE CARD	START 9251 0	X STAMPER-START	08/23/2024	18.44	18.44	09/23/2024
7446	ELAN ONE CARD	START 9251 0	ALBERTSONS-START	08/23/2024	68.91	68.91	09/23/2024
7446	ELAN ONE CARD	WWTP 2901 0	EGUAGE-SEWER DEPARTMEN	08/23/2024	20.00	20.00	09/23/2024
7446	ELAN ONE CARD	WWTP 2901 0	PSI TESTING-SEWER DEPART	08/23/2024	106.00	106.00	09/23/2024
7446	ELAN ONE CARD	WWTP 2901 0	UPS STORE-SEWER DEPARTM	08/23/2024	21.56	21.56	09/23/2024
Total 7446:					15,626.51	15,626.51	
1134	ENERGY LABORATORIES INC.	658136	INFLUENT AND EFFLUENT	09/15/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	659771	BEFORE LIGHTS, BARROW PO	09/20/2024	167.00	.00	
1134	ENERGY LABORATORIES INC.	659772	INFLUENT AND EFFLUENT	09/20/2024	469.00	.00	
Total 1134:					1,105.00	.00	
81	EVANS CONSTRUCTION INC	247607	DUMP FEE	08/24/2024	450.00	.00	
Total 81:					450.00	.00	
6802	FALL RIVER PROPANE	2646939	PROPANE 121 SHERWOOD	08/30/2024	396.17	.00	
Total 6802:					396.17	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0924	CHATHAM LOOP ELECTRIC	09/19/2024	69.99	.00	
Total 7168:					69.99	.00	
6544	FENNERN, ROBERT	081824	DOT PHYSICAL	08/18/2024	155.00	.00	
Total 6544:					155.00	.00	
4294	FIRE SERVICES OF IDAHO	12574680	ANNUAL SERVICE @ START	08/13/2024	6,007.82	.00	
4294	FIRE SERVICES OF IDAHO	12576904	ANNUAL INSPECTIONS START	08/27/2024	539.00	.00	
4294	FIRE SERVICES OF IDAHO	12576962	ANNUAL INSPECTION	08/27/2024	320.00	.00	
4294	FIRE SERVICES OF IDAHO	12576970	ANNUAL INSPECTION	08/27/2024	452.00	.00	
4294	FIRE SERVICES OF IDAHO	12578492	ANNUAL INSPECTION	08/31/2024	280.00	.00	
4294	FIRE SERVICES OF IDAHO	12578513	ANNUAL INSPECTION	08/31/2024	585.00	.00	
4294	FIRE SERVICES OF IDAHO	12578542	ANNUAL ALARM INSPECTION	08/31/2024	395.00	.00	
4294	FIRE SERVICES OF IDAHO	12578543	ANNUAL FIR ALARM INSPECTIO	08/31/2024	340.00	.00	
4294	FIRE SERVICES OF IDAHO	12578544	ANNUAL INSPECTION	08/31/2024	260.00	.00	
4294	FIRE SERVICES OF IDAHO	12578545	ANNUAL INSPECTION PARKING	08/31/2024	270.00	.00	
4294	FIRE SERVICES OF IDAHO	12578547	ANNUAL INSPECTION START B	08/31/2024	295.00	.00	
4294	FIRE SERVICES OF IDAHO	12578549	ANNUAL FIRE INSPECTION TO	08/27/2024	534.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4294	FIRE SERVICES OF IDAHO	12578551	ANNUAL ALARM VERTICAL HAR	08/27/2024	295.00	.00	
4294	FIRE SERVICES OF IDAHO	12578552	ANNUAL INSPECTION TOJ	08/27/2024	295.00	.00	
4294	FIRE SERVICES OF IDAHO	12578664	ANNUAL INSPECTION	08/31/2024	570.00	.00	
4294	FIRE SERVICES OF IDAHO	12578665	ANNUAL INSPECTION PUBLIC	08/31/2024	560.00	.00	
4294	FIRE SERVICES OF IDAHO	12578667	ANNUAL INSPECTION PARKING	08/31/2024	815.00	.00	
4294	FIRE SERVICES OF IDAHO	12578670	ANNUAL INSPECTION	08/31/2024	450.00	.00	
4294	FIRE SERVICES OF IDAHO	12578673	ANNUAL INSPECTION SNOW KI	08/31/2024	590.00	.00	
4294	FIRE SERVICES OF IDAHO	12578916	ANNUAL INSPECTION SNOW KI	09/09/2024	282.00	.00	
4294	FIRE SERVICES OF IDAHO	12578948	ANNUAL INSPECTION PW SHO	09/09/2024	672.00	.00	
4294	FIRE SERVICES OF IDAHO	12578971	ANNUAL INSPECTION SI FERRI	08/31/2024	385.00	.00	
4294	FIRE SERVICES OF IDAHO	12578972	ANNUAL INSPECTION VERITCA	09/09/2024	394.00	.00	
4294	FIRE SERVICES OF IDAHO	12578973	ANNUAL INSPECTION PARKING	09/09/2024	869.00	.00	
4294	FIRE SERVICES OF IDAHO	12579026	NNUAL INSPECTION VERTICAL	08/31/2024	330.00	.00	
4294	FIRE SERVICES OF IDAHO	12579028	ANNUAL INSPECTION TOWN H	08/31/2024	315.00	.00	
4294	FIRE SERVICES OF IDAHO	12579031	ANNUAL INSPECTION SKEV	08/31/2024	750.00	.00	
Total 4294:					17,850.02	.00	
4709	FLEETPRIDE	119986330	HYD HOSE	09/18/2024	284.74	.00	
Total 4709:					284.74	.00	
7340	FLORES, JUANITA	091124	TRANSLATION SERVICES	09/11/2024	1,120.00	.00	
Total 7340:					1,120.00	.00	
6605	FLOYD'S TRUCK CENTER	X302071954:0	BLACK RBR	09/05/2024	68.08	.00	
Total 6605:					68.08	.00	
668	FREEDOM MAILING SERVICE I	48656	UTILITY BILLING	09/07/2024	939.67	.00	
668	FREEDOM MAILING SERVICE I	48656	UTILITY BILLING	09/07/2024	939.68	.00	
Total 668:					1,879.35	.00	
7515	GABLE, RUSSELL	091624	REIMBURSE DOT PHYSICAL	09/16/2024	80.00	.00	
Total 7515:					80.00	.00	
7287	GARCIA, ISRAEL	0049 B	TRANSLATION SERVICES	08/30/2024	80.00	.00	
7287	GARCIA, ISRAEL	0051	TRANSLATION SERVICES	09/01/2024	40.00	.00	
7287	GARCIA, ISRAEL	0053	TRANSLATION SERVICES	09/25/2024	40.00	.00	
Total 7287:					160.00	.00	
4212	GILLIG LLC	41210649	FAREBOX LAMP	08/21/2024	47.96	.00	
4212	GILLIG LLC	41211185	SENDER	08/22/2024	118.30	.00	
4212	GILLIG LLC	41215367	WINDSHIELD WIPERS	09/04/2024	181.52	.00	
4212	GILLIG LLC	41219267	MAP ASM RED MARKER	09/13/2024	68.88	.00	
4212	GILLIG LLC	41220733	GAUGE FUEL GAGE	09/18/2024	186.64	.00	
4212	GILLIG LLC	41220734	WIPE MOTOR	09/18/2024	332.15	.00	
4212	GILLIG LLC	41221237	ELBOW BULKHD WIPE	09/19/2024	10.59	.00	
4212	GILLIG LLC	41221504	lamp ASM AMBER	09/09/2024	69.44	.00	
Total 4212:					1,015.48	.00	
4271	GRAND TARGHEE RESORT	081324	SEPTEMBER 2024 REIMBURSE	08/13/2024	619.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4271:					619.00	.00	
6794	GRANICUS, LLC	190102	AVIOR	09/10/2024	22,791.00	.00	
Total 6794:					22,791.00	.00	
3879	GROSSENBACHER BROS, INC	48922	POLICE NOTBOOKS	08/29/2022	461.00	.00	
Total 3879:					461.00	.00	
4988	HD FOWLER COMPANY	I6807216	PIPE	08/28/2024	1,448.20	.00	
4988	HD FOWLER COMPANY	I6809482	TAPPING SLEEVES	08/30/2024	3,809.14	.00	
4988	HD FOWLER COMPANY	I6816984	BRAS BUSHING	09/09/2024	55.48	.00	
Total 4988:					5,312.82	.00	
96	HIGH COUNTRY LINEN	0456541	MATS & TOWELS @ START	08/12/2024	202.85	.00	
96	HIGH COUNTRY LINEN	0456991	MATS @ TOWN HALL	08/13/2024	237.25	.00	
96	HIGH COUNTRY LINEN	0458816	WATER	08/22/2024	29.93	.00	
96	HIGH COUNTRY LINEN	0458816	ADMIN	08/22/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0458816	STREET	08/22/2024	41.07	.00	
96	HIGH COUNTRY LINEN	0458816	FACILITY	08/22/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0458816	ADMIN	08/22/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0458816	BUILD MAINT	08/22/2024	152.43	.00	
96	HIGH COUNTRY LINEN	0458816	WWTP	08/22/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0458816	SEWER	08/22/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0460215	WATER	08/29/2024	29.93	.00	
96	HIGH COUNTRY LINEN	0460215	ADMIN	08/29/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0460215	STREET	08/29/2024	18.27	.00	
96	HIGH COUNTRY LINEN	0460215	FACILITY	08/29/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0460215	ADMIN	08/29/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0460215	BUILD MAINT	08/29/2024	60.63	.00	
96	HIGH COUNTRY LINEN	0460215	WWTP	08/29/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0460215	SEWER	08/29/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0460874	MATS @ HOME RANCH	09/02/2024	23.45	.00	
96	HIGH COUNTRY LINEN	0461300	MATS @ WWTP	09/04/2024	66.85	.00	
96	HIGH COUNTRY LINEN	0461562	STREET	09/05/2024	18.27	.00	
96	HIGH COUNTRY LINEN	0461562	WATER	09/05/2024	29.93	.00	
96	HIGH COUNTRY LINEN	0461562	SEWER	09/05/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0461562	ADMIN	09/05/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0461562	BUILD MAINT	09/05/2024	23.24	.00	
96	HIGH COUNTRY LINEN	0461562	ADMIN	09/05/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0461562	WWTP	09/05/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0461562	FACILITY	09/05/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0462114	MATS @ START	09/09/2024	202.85	.00	
96	HIGH COUNTRY LINEN	0462532	MATS @ TOWN HALL	09/10/2024	237.25	.00	
96	HIGH COUNTRY LINEN	0462665	MATS @ SHELTER	09/11/2024	77.62	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	29.93	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	18.27	.00	
96	HIGH COUNTRY LINEN	0462937	UNIFORMS	09/12/2024	7.24	.00	
96	HIGH COUNTRY LINEN	0463584	MATS @ HOME RANCH	09/16/2024	53.45	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	152.51	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	18.27	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	29.93	.00	
96	HIGH COUNTRY LINEN	0464288	UNIFORMS	09/19/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0464903	MATS @ 155 E PEARL	09/23/2024	11.17	.00	
96	HIGH COUNTRY LINEN	S0455600	TISSUE	08/06/2024	77.84	.00	
96	HIGH COUNTRY LINEN	S0458449	TOWELS AND SUPPLIES	08/20/2024	212.96	.00	
96	HIGH COUNTRY LINEN	S0461721	GARBAGE CAN LINER	09/05/2024	80.48	.00	
96	HIGH COUNTRY LINEN	S0462259	DISTILLED WATER	09/09/2024	14.10	.00	
96	HIGH COUNTRY LINEN	S0462827	TOWELS	09/11/2024	103.91	.00	
96	HIGH COUNTRY LINEN	S0464474	LYSOL	09/19/2024	109.45	.00	
Total 96:					2,613.11	.00	
6455	HIRST APPLGATE, LLP	221666	CULVER CASE	09/05/2024	407.00	.00	
Total 6455:					407.00	.00	
714	H-K CONTRACTORS INC.	557	JHPD LOGO ON UNIFORMS	09/18/2024	977.35	.00	
Total 714:					977.35	.00	
4736	IDAHO CHILD SUPPORT RECEI	09192024	case#426985	09/19/2024	564.20	564.20	09/19/2024
Total 4736:					564.20	564.20	
36	IDAHO STATE TAX COMMISSIO	092424	SEPTEMBER 2024 WITHHOLDI	09/24/2024	5,950.00	5,950.00	09/24/2024
Total 36:					5,950.00	5,950.00	
3323	IDAHO TRAFFIC SAFETY, INC.	228420	SIGNAGE	09/12/2024	740.00	.00	
Total 3323:					740.00	.00	
106	INTERSTATE BATTERY	950002979	BATTERIES	09/03/2024	115.95	.00	
106	INTERSTATE BATTERY	950003125	BATTERIES	09/16/2024	458.85	.00	
Total 106:					574.80	.00	
6954	IVY OUTDOOR SERVICES LLC	0000096	JULY TRASH ROUTE	08/02/2024	17,437.50	17,437.50	09/24/2024
6954	IVY OUTDOOR SERVICES LLC	0000102	TRASH SERVICE	09/01/2024	2,080.00	.00	
Total 6954:					19,517.50	17,437.50	
1081	JACK'S TIRE & OIL	24-0573871-03	SERVICE	07/10/2024	552.95	.00	
Total 1081:					552.95	.00	
2	JACKSON CURBSIDE INC.	00032234	DOWNTOWN RECYCLING	09/10/2024	1,560.00	.00	
Total 2:					1,560.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1037	START ON DEMAND	08/06/2024	112,400.37	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1038	START ON DEMAND	09/06/2024	111,971.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6931:					224,372.34	.00	
7163	JACKSON GROUP LOCKBOX	6748101FX1	INLET CHECK VA	09/09/2024	671.30	.00	
7163	JACKSON GROUP LOCKBOX	676777IF	BRAKE PADS	08/27/2024	1,645.12	.00	
7163	JACKSON GROUP LOCKBOX	677324IF	FILTERS	09/03/2024	160.98	.00	
7163	JACKSON GROUP LOCKBOX	678091IF	OIL FILTERS	09/12/2024	391.92	.00	
7163	JACKSON GROUP LOCKBOX	678092IF	CARTRIDGE	09/19/2024	324.76	.00	
7163	JACKSON GROUP LOCKBOX	678092IFX1	VALVES	09/24/2024	107.06	.00	
7163	JACKSON GROUP LOCKBOX	678092IFX2	INLET CHECK	09/27/2024	77.13	.00	
7163	JACKSON GROUP LOCKBOX	678403IF	BATTERY	09/17/2024	740.00	.00	
Total 7163:					4,118.27	.00	
67	JACKSON HOLE HISTORICAL S	092024	BRUUN BLVD REIMBURSEMEN	09/20/2024	693.85	.00	
Total 67:					693.85	.00	
131	JACKSON HOLE NEWS & GUID	369755	AD#431085	09/11/2024	445.00	.00	
131	JACKSON HOLE NEWS & GUID	369894	AD#431526	09/11/2024	304.00	.00	
131	JACKSON HOLE NEWS & GUID	370055	AD#431556	09/18/2024	109.25	.00	
131	JACKSON HOLE NEWS & GUID	370059	AD#431752	09/18/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	370272	AD#431925	09/25/2024	33.25	.00	
131	JACKSON HOLE NEWS & GUID	370301	AD#431982	09/25/2024	608.00	.00	
Total 131:					1,537.50	.00	
114	JACKSON LUMBER INC	0001025754-0	CEDAR FENCING	09/09/2024	97.20	.00	
114	JACKSON LUMBER INC	0001029145-0	ANCHOR BOLTS	09/19/2024	30.48	.00	
Total 114:					127.68	.00	
115	JACKSON PAINT AND GLASS, I	I135862	INSTALL WINDSHIELDS	09/12/2024	1,120.00	.00	
115	JACKSON PAINT AND GLASS, I	I135956	INSTALL WINDSHIELDS	09/20/2024	1,120.00	.00	
Total 115:					2,240.00	.00	
7465	JDG VENTURES, LLC	004152	SERVICE FIREPLACE	09/05/2024	350.00	.00	
Total 7465:					350.00	.00	
139	JORGENSEN ASSOCIATES, PC	54334	24070 SEWER FLOW	08/22/2024	2,206.25	.00	
139	JORGENSEN ASSOCIATES, PC	54504	18047 GREGORY LANE	09/16/2024	3,315.83	.00	
139	JORGENSEN ASSOCIATES, PC	54504	18047 GREGORY LANE	09/16/2024	3,315.83	.00	
139	JORGENSEN ASSOCIATES, PC	54504	18047 GREGORY LANE	09/16/2024	3,315.84	.00	
139	JORGENSEN ASSOCIATES, PC	54558	PROject 24070 SEWER FLOW S	09/18/2024	4,482.26	.00	
139	JORGENSEN ASSOCIATES, PC	54558	PROject 24070 SEWER FLOW S	09/18/2024	30,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	54574	23007 LIBRARY UPDATES	09/19/2024	430.00	.00	
139	JORGENSEN ASSOCIATES, PC	54578	CORE SERVICES FACILITY	09/19/2024	26,455.10	.00	
139	JORGENSEN ASSOCIATES, PC	54590	24069 TOJ TRAFFIC COUNTS	09/20/2024	1,500.00	.00	
Total 139:					75,021.11	.00	
7441	KEN GARFF FORD CHEYENNE	09182024	BID BOND 23-02 RELEASE	09/18/2024	9,058.80	9,058.80	09/18/2024
Total 7441:					9,058.80	9,058.80	
3332	KILMER'S BG DISTRIBUTING	18419	DFC SUMMER	08/27/2024	2,512.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3332	KILMER'S BG DISTRIBUTING	18439	DFC+ HP2	09/25/2024	4,300.00	.00	
Total 3332:					6,812.00	.00	
7513	KING, LISA	193	MT2030 EVENT PHOTOGRAPH	09/24/2024	2,500.00	.00	
Total 7513:					2,500.00	.00	
2859	LEADERSHIP JACKSON HOLE	100124	1ST QUARTER	09/30/2024	2,250.00	.00	
Total 2859:					2,250.00	.00	
6847	LENAMOND, LYNSEY	090624	TRAVEL EXPENSES	09/06/2024	44.28	.00	
Total 6847:					44.28	.00	
5691	LEPCO	59119	CHEM DELIVERY	09/18/2024	1,018.12	.00	
Total 5691:					1,018.12	.00	
6852	LEWIS RETAIL, INC	P75823254	BATTERIES	09/10/2024	2,459.70	.00	
Total 6852:					2,459.70	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE000299	SI FERRIN HEAT	09/11/2024	540.00	.00	
Total 4380:					540.00	.00	
7112	MARKMAN, JASON	092024	OCTOBER RENT	09/20/2024	140.00	.00	
Total 7112:					140.00	.00	
7359	MCCLURE, ANN	082624	TRAVEL REIMBURSEMENT	08/26/2024	101.75	.00	
Total 7359:					101.75	.00	
7230	MEAD & HUNT	371934	START 23-01 SHUTTLE PILOT S	08/14/2024	443.75	443.75	09/23/2024
Total 7230:					443.75	443.75	
4886	MORTON-LEVINSON, HAILEY	093024	REIMBURSE PLANE TICKET	09/30/2024	530.95	.00	
Total 4886:					530.95	.00	
1235	MOTOROLA SOLUTIONS, INC	8230478219	DEVICE PROGRAMMING	08/16/2024	1,600.00	.00	
1235	MOTOROLA SOLUTIONS, INC	8281766795	DESKTOP CHARGERS	11/27/2023	70.60	.00	
1235	MOTOROLA SOLUTIONS, INC	8281807179	ENHAVED VHF RADIOS	01/24/2024	13,083.30	.00	
1235	MOTOROLA SOLUTIONS, INC	8281848356	PORTABLE RADIOS	03/18/2024	3,853.98	.00	
Total 1235:					18,607.88	.00	
7491	MOUNTAIN MODERN JH	8162024	ROOMS FOR MT2030	08/16/2024	10,552.96	.00	
7491	MOUNTAIN MODERN JH	8162024	less sales tax	08/16/2024	1,561.21-	.00	
Total 7491:					8,991.75	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7137237002	CRIMP	08/26/2024	8.75	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7178835001	CONNECTORSA	09/05/2024	197.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4623	MSC INDUSTRIAL SUPPLY CO	7195803001	PARTS	09/12/2024	860.96	.00	
Total 4623:					1,066.87	.00	
257	NAPA AUTO PARTS INC.	244052	OIL CAP	08/12/2024	28.69	.00	
257	NAPA AUTO PARTS INC.	247087	CREDIT	08/22/2024	28.69-	.00	
257	NAPA AUTO PARTS INC.	249111	Filters	08/30/2024	38.68	.00	
257	NAPA AUTO PARTS INC.	249876	DOHC	09/03/2024	12.47	.00	
257	NAPA AUTO PARTS INC.	249912	mX LIFE	09/03/2024	155.76	.00	
257	NAPA AUTO PARTS INC.	249997	ADAPTERS	09/04/2024	40.44	.00	
257	NAPA AUTO PARTS INC.	250003	SENSOR	09/04/2024	32.65	.00	
257	NAPA AUTO PARTS INC.	250337	BATTERY CLEANER	09/04/2024	19.47	.00	
257	NAPA AUTO PARTS INC.	250363	FILTERS	09/05/2024	4.44	.00	
257	NAPA AUTO PARTS INC.	250392	FILTERS	09/05/2024	15.55	.00	
257	NAPA AUTO PARTS INC.	250416	REAR EXACTFIT	09/05/2024	24.94	.00	
257	NAPA AUTO PARTS INC.	250579	CREDIT	09/05/2024	32.65-	.00	
257	NAPA AUTO PARTS INC.	250696	OIL FILTER	09/06/2024	30.46	.00	
257	NAPA AUTO PARTS INC.	250732	TRICO FORCE BLADES	09/06/2024	103.96	.00	
257	NAPA AUTO PARTS INC.	251459	SOCKET	09/09/2024	31.99	.00	
257	NAPA AUTO PARTS INC.	251464	V-BELT	09/09/2024	19.20	.00	
257	NAPA AUTO PARTS INC.	251903	TRICO FORCE BLADES	09/11/2024	68.97	.00	
257	NAPA AUTO PARTS INC.	253782	STABILIZER	09/17/2024	200.17	.00	
257	NAPA AUTO PARTS INC.	254015	OIL FILTER	09/18/2024	13.32	.00	
257	NAPA AUTO PARTS INC.	254047	Credit	09/18/2024	13.32-	.00	
257	NAPA AUTO PARTS INC.	254112	mxlife	09/18/2024	.00	.00	
257	NAPA AUTO PARTS INC.	254175	sensor	09/19/2024	130.69	.00	
257	NAPA AUTO PARTS INC.	254583	coupler	09/20/2024	51.56	.00	
257	NAPA AUTO PARTS INC.	255054	PARTS	09/23/2024	263.69	.00	
257	NAPA AUTO PARTS INC.	255556	OIL FILTER	09/25/2024	18.05	.00	
257	NAPA AUTO PARTS INC.	255602	SILENTGUARD	09/25/2024	39.99	.00	
257	NAPA AUTO PARTS INC.	255693	STEMCO	09/26/2024	30.84	.00	
Total 257:					1,301.32	.00	
187	NELSON ENGINEERING	65144	23-302-02 WATER SUPPLY FACI	08/20/2024	5,498.00	.00	
187	NELSON ENGINEERING	65382	23-302-02 WATER SUPPLY FACI	09/09/2024	3,393.50	.00	
Total 187:					8,891.50	.00	
1504	ONE CALL OF WYOMING	72513	AUGUST TICKETS	09/10/2024	323.62	.00	
1504	ONE CALL OF WYOMING	72513	AUGUST TICKETS	09/10/2024	323.63	.00	
Total 1504:					647.25	.00	
5707	PERFORM PRINTING LLC	P1532	BUSINESS CARDS	07/31/2024	252.75	.00	
Total 5707:					252.75	.00	
5941	PETHEALTH SERVICES INC	SIUN14934957	MICROCHIPS	09/11/2024	600.00	.00	
Total 5941:					600.00	.00	
7052	PITTS, JASON	082624	TRAVEL REIMBURSEMENT	08/26/2024	749.00	.00	
Total 7052:					749.00	.00	
4894	PLATT	1118773	CPB ELECTR	07/17/2024	500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4894:					500.00	.00	
7508	POINT S DRIGGS	6013110	TIRES	09/16/2024	1,902.72	.00	
Total 7508:					1,902.72	.00	
6483	PREMIER TRUCK- SALT LAKE C	775634234	SENSOR AND CONNECTORS	09/05/2024	9,587.78	.00	
6483	PREMIER TRUCK- SALT LAKE C	775640302	THERMOSTAT	09/24/2024	230.70	.00	
Total 6483:					9,818.48	.00	
7459	PVS DX, INC	737003761-24	CHLORINE	09/18/2024	1,852.54	.00	
Total 7459:					1,852.54	.00	
3761	RAE, JOSHUA	091324	KING STREET BOARDWALK	09/13/2024	21,840.00	.00	
Total 3761:					21,840.00	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000000879	TOILET PAPER	09/13/2024	349.00	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000008413	HAND TOWELS	08/08/2024	169.60	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000008795	TOILET PAPER	09/13/2024	628.00	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000008797	HAND TOWELS	09/13/2024	160.00	.00	
Total 4989:					1,306.60	.00	
2291	ROCKY MOUNTAIN APPRAISAL	TOJALLEY/A A	Commercial Appraisal JONES AD	03/04/2024	250.00	.00	
Total 2291:					250.00	.00	
3694	RUSH INTERNATIONAL TRUCK	3038663330	OIL FILTER	09/05/2024	160.70	.00	
3694	RUSH INTERNATIONAL TRUCK	3038663970	VALVE COLVER	09/06/2024	765.00	.00	
Total 3694:					925.70	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	95222857	SERVICE	09/07/2024	304.70	.00	
Total 2669:					304.70	.00	
6424	SCHECHTER, JONATHAN	091024	TRAVEL EXPENSES	09/10/2024	1,217.79	.00	
Total 6424:					1,217.79	.00	
7203	SCHWARTZ, ANDY	092724	PAYMENT 3 OF 12	09/30/2024	4,583.33	.00	
Total 7203:					4,583.33	.00	
7175	SHLIM MD, DAVID R	091624	RABIES VACCINATIONS	09/16/2024	2,300.00	.00	
Total 7175:					2,300.00	.00	
6365	SIGN IT NOW INC	11559	RTA	08/02/2024	1,661.28	.00	
Total 6365:					1,661.28	.00	
6332	SMITH, MEGAN AMANDA	305	MEETING TC PARKS AND TOJ P	08/07/2024	6,950.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6332:					6,950.00	.00	
5456	Snow King Mountain Resort LLC	090424	CATERING	09/04/2024	597.24	.00	
Total 5456:					597.24	.00	
7050	SOSA'S JANITORIAL SERVICE	0000077	JANITORIAL SERVICES TOWN	09/22/2024	6,660.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000078	JANITORIAL SERVICES	09/22/2024	540.00	.00	
Total 7050:					7,200.00	.00	
7512	SOUTHERN, SEAN	092624	TRAVEL REIMBURSEMENT	09/26/2024	6,109.71	.00	
Total 7512:					6,109.71	.00	
3961	SPECTRUM	173067801090	MONTHLY SERVICES 17306780	09/07/2024	99.99	.00	
Total 3961:					99.99	.00	
6871	STANDARD INSURANCE COMP	091324	SEPTEMBER STD, LTD AND LIF	09/13/2024	573.98	573.98	09/13/2024
6871	STANDARD INSURANCE COMP	091324	SEPTEMBER VOLUNTARY LIFE	09/13/2024	1,118.95	1,118.95	09/13/2024
6871	STANDARD INSURANCE COMP	091324	SEPTEMBER VOLUNTARY POLI	09/13/2024	2,387.99	2,387.99	09/13/2024
6871	STANDARD INSURANCE COMP	091324	SEPTEMBER STD, LTD AND LIF	09/13/2024	7,477.27	7,477.27	09/13/2024
Total 6871:					11,558.19	11,558.19	
6091	STEP BACK LEADERSHIP CON	0978	FALL PLANNING AND DEVELOP	09/16/2024	41,500.00	.00	
Total 6091:					41,500.00	.00	
7478	STEWART, DANIEL	091724	MOVING EXPENSES	09/17/2024	4,988.50	.00	
Total 7478:					4,988.50	.00	
1054	SUNRISE ENVIRONMENTAL	149377	ENCIRO-SOLVE	09/19/2024	2,427.29	.00	
Total 1054:					2,427.29	.00	
7076	SUSTAINABLE STRATEGIES DC	4083	GRANT CONSULTING SERVICE	09/24/2024	7,500.00	.00	
Total 7076:					7,500.00	.00	
7059	TAYLOR, RILEY	091624	TRAVEL REIMBUREMENT	09/16/2024	226.50	.00	
Total 7059:					226.50	.00	
581	TETON COUNTY INTEGRATED	689085	YARD WASTER	09/27/2024	18.00	.00	
581	TETON COUNTY INTEGRATED	692943	TRASH	09/18/2024	305.00	.00	
581	TETON COUNTY INTEGRATED	693112	LUMBER	09/19/2024	125.00	.00	
Total 581:					448.00	.00	
6813	TETON COUNTY PLANNING & B	109	TEAM BUILDING PICNIC	05/14/2024	245.85	.00	
6813	TETON COUNTY PLANNING & B	110	JOINT INDICATOR PROJECT	09/05/2024	8,532.51	.00	
Total 6813:					8,778.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2362	TETON COUNTY PUBLIC HEALT	25-1287	water testing	09/09/2024	220.00	.00	
Total 2362:					220.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	680	AUGUST INMATES	09/05/2024	1,008.00	.00	
Total 55:					1,008.00	.00	
166	TETON COUNTY-FUND 19	20231006	TC/J REC ENTER UTILITIES	10/06/2023	323,389.00	.00	
Total 166:					323,389.00	.00	
268	TETON MOTORS INC	5110890	REMAN ENGINE	08/16/2024	13,264.26	.00	
268	TETON MOTORS INC	5110949	CONDENSER	08/23/2024	288.87	.00	
268	TETON MOTORS INC	5110954	BELT	08/23/2024	83.24	.00	
268	TETON MOTORS INC	5110990	SENSOR AND TRANSMISSION	08/28/2024	6,515.78	.00	
268	TETON MOTORS INC	5111029	SWITCH	09/03/2024	43.63	.00	
268	TETON MOTORS INC	5111054	BELT	09/05/2024	53.58	.00	
268	TETON MOTORS INC	5111081 1		09/09/2024	1,091.69	.00	
268	TETON MOTORS INC	5111103 1	HEAD LAMP	09/10/2024	1,091.69-	.00	
268	TETON MOTORS INC	5111106	CREDIT ENGINE	09/10/2024	5,000.00-	.00	
268	TETON MOTORS INC	5111107	CREDIT CORE RETURN	09/10/2024	2,000.00-	.00	
268	TETON MOTORS INC	5111111	TANK	09/10/2024	70.19	.00	
268	TETON MOTORS INC	5111115	SENSOR	09/10/2024	58.40	.00	
268	TETON MOTORS INC	5111131 1		09/11/2024	1,091.69	.00	
268	TETON MOTORS INC	5111132	BLOCK	09/11/2024	64.79	.00	
268	TETON MOTORS INC	5111160 1	EXH PIPE GASKET	09/13/2024	972.29	.00	
268	TETON MOTORS INC	5111211 1	EXHAUST CORE CHARGE	09/18/2024	1,521.02	.00	
268	TETON MOTORS INC	5111295	SENSOR AND TRANSMISSION	09/25/2024	246.80	.00	
268	TETON MOTORS INC	5111296 1	HEAD LAMP	09/25/2024	125.00-	.00	
Total 268:					17,149.54	.00	
270	TETON RENTAL CENTER	149629	HUSQ FUNCTIONAL HELMET	08/13/2024	69.99	.00	
270	TETON RENTAL CENTER	151023	JACKSON HAMMER BIT	09/09/2024	35.00	.00	
Total 270:					104.99	.00	
3237	THE AFTERMARKET PARTS CO	83492281	HOSE BRAKES	09/04/2024	408.32	.00	
3237	THE AFTERMARKET PARTS CO	83501628	SWITCH	09/13/2024	64.56	.00	
Total 3237:					472.88	.00	
6810	THE TIRE RACK, INC.	ML62669	TIRES	09/06/2024	794.16	.00	
6810	THE TIRE RACK, INC.	MN55280	TIRES	09/13/2024	728.28	.00	
Total 6810:					1,522.44	.00	
4046	TIMBERLINE CONCRETE	12214	THRUST BLOCKS	09/04/2024	337.50	.00	
Total 4046:					337.50	.00	
6363	TMSC LLC	2021-006-4ST	START INSTALL LIGHTS	09/23/2024	600.00	.00	
6363	TMSC LLC	2024-005-12C	4535 CANADIAN DR	09/23/2024	517.20	.00	
6363	TMSC LLC	2024-005-12F	FACILITIES	09/23/2024	120.00	.00	
6363	TMSC LLC	2024-005-12S	SERVER ROOM DESIGN	09/23/2024	705.00	.00	
6363	TMSC LLC	2024-005-12S	SKEC REPLACE LIGHTS	09/23/2024	120.00	.00	
6363	TMSC LLC	2024-005S-02	COVERT LIGHTS REPAIR LIGHT	09/23/2024	3,024.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6363:					5,087.18	.00	
7483	TODAY CASH	091924	garnishment 2831795 gable	09/19/2024	170.28	170.28	09/19/2024
Total 7483:					170.28	170.28	
7311	TOP TIER TOOLS LLC	CEP39546760	BALL JOINTS	09/10/2024	203.50	.00	
Total 7311:					203.50	.00	
5038	TREFONAS LAW, P.C.	092224	PUBLIC DEFENDER CHARGES	09/22/2024	332.44	.00	
Total 5038:					332.44	.00	
7284	UCM DIGITAL HEALTH, INC	42578	SEPTEMBER PREMIUM	09/01/2024	962.00	962.00	09/13/2024
Total 7284:					962.00	962.00	
4649	ULINE	181690100	SAFETY TAPE	08/12/2024	285.80	.00	
4649	ULINE	182180669	FILE CABINET	08/22/2024	1,337.72	.00	
Total 4649:					1,623.52	.00	
1949	VERIZON WIRELESS	9972860898	charges for account 871451763-0	09/01/2024	11,622.54	.00	
Total 1949:					11,622.54	.00	
5654	VERIZON WIRELESS VSAT NOR	9022365064	TOWER DUMP	08/04/2024	95.00	.00	
Total 5654:					95.00	.00	
3420	VISA	Admin 2963 08	INDEED-PERSONNEL/TOWN CL	08/26/2024	505.98	505.98	09/23/2024
3420	VISA	Admin 2963 08	PLANETIZEN-PERSONNEL/TOW	08/26/2024	49.95	49.95	09/23/2024
3420	VISA	Admin 2963 08	AMAZON-TOWN-WIDE SERVICE	08/26/2024	44.50	44.50	09/23/2024
3420	VISA	Admin 2963 08	ERENTER-EMPLOYEE HOUSIN	08/26/2024	21.95	21.95	09/23/2024
3420	VISA	Admin 2963 08	APA-PERSONNEL/TOWN CLER	08/26/2024	295.00	295.00	09/23/2024
3420	VISA	Admin 2963 08	ATELIER ORTEGA-TOWN-WIDE	08/26/2024	33.92	33.92	09/23/2024
3420	VISA	Admin 2963 08	ALBERTSONS-PERSONNEL/TO	08/26/2024	29.99	29.99	09/23/2024
3420	VISA	Admin 2963 08	PEARL STREET-TOWN-WIDE S	08/26/2024	4.00	4.00	09/23/2024
3420	VISA	Admin 2963 08	NEOGOV-PERSONNEL/TOWN C	08/26/2024	199.00	199.00	09/23/2024
3420	VISA	Admin 2963 08	TJ MAXX-PERSONNEL/TOWN C	08/26/2024	129.27	129.27	09/23/2024
3420	VISA	Admin 2963 08	INDEED-PERSONNEL/TOWN CL	08/26/2024	215.30	215.30	09/23/2024
3420	VISA	Admin 2963 08	BROULIMS-TOWN-WIDE SERVI	08/26/2024	65.47	65.47	09/23/2024
3420	VISA	Admin 2963 08	AMAZON-PERSONNEL/TOWN C	08/26/2024	42.39	42.39	09/23/2024
3420	VISA	Admin 2963 08	WHOLE FOODS-TOWN-WIDE S	08/26/2024	219.96	219.96	09/23/2024
3420	VISA	Admin 2963 08	AMAZON-PERSONNEL/TOWN C	08/26/2024	24.00	24.00	09/23/2024
3420	VISA	Admin 2963 08	INDEED-PERSONNEL/TOWN CL	08/26/2024	501.08	501.08	09/23/2024
3420	VISA	Admin 2963 08	PEARL STREET-TOWN-WIDE S	08/26/2024	37.20	37.20	09/23/2024
3420	VISA	Admin 2963 08	ALBERTSONS-ADMINISTRATIO	08/26/2024	16.94	16.94	09/23/2024
3420	VISA	Admin 2963 08	WORT HOTEL-PERSONNEL/TO	08/26/2024	211.05	211.05	09/23/2024
3420	VISA	Admin 2963 08	ALBERTSONS-PERSONNEL/TO	08/26/2024	34.31	34.31	09/23/2024
3420	VISA	Admin 2963 08	ATELIER ORTEGA-TOWN-WIDE	08/26/2024	24.37	24.37	09/23/2024
3420	VISA	Admin 2963 08	SMITH-TOWN-WIDE SERVICES	08/26/2024	48.63	48.63	09/23/2024
3420	VISA	Admin 2963 08	DISCOUNT MUGS-PERSONNEL/	08/26/2024	521.25	521.25	09/23/2024
3420	VISA	Admin 2963 08	STAPLES-PERSONNEL/TOWN C	08/26/2024	49.78	49.78	09/23/2024
3420	VISA	Admin 2963 08	ALBERTSONS-PERSONNEL/TO	08/26/2024	329.70	329.70	09/23/2024
3420	VISA	Admin 2963 08	CASPER COLLEGE-PERSONNE	08/26/2024	550.00	550.00	09/23/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 2963 08	COOLWORKS-START	08/26/2024	169.00	169.00	09/23/2024
3420 VISA		Admin 6864 08	PLANETIZEN-ADMINISTRATION	08/26/2024	37.49	37.49	09/23/2024
3420 VISA		Animal 2344 08	VISTA PRINT-ANIMAL SHELTER/	08/26/2024	164.71	164.71	09/23/2024
3420 VISA		Animal 2344 08	ALBERTSONS-ANIMAL SHELTE	08/26/2024	25.00	25.00	09/23/2024
3420 VISA		Animal 2344 08	SHERWIN WILLIAMS-ANIMAL S	08/26/2024	68.27	68.27	09/23/2024
3420 VISA		Animal 2344 08	SMITHS-ANIMAL SHELTER/CON	08/26/2024	84.91	84.91	09/23/2024
3420 VISA		Animal 2344 08	VISTA PRINT-ANIMAL SHELTER/	08/26/2024	64.64	64.64	09/23/2024
3420 VISA		Animal 2344 08	STAPLES-ANIMAL SHELTER/CO	08/26/2024	149.95	149.95	09/23/2024
3420 VISA		Animal 2344 08	MORALES HOME MADE-ANIMA	08/26/2024	10.35	10.35	09/23/2024
3420 VISA		Animal 2344 08	STAPLES-ANIMAL SHELTER/CO	08/26/2024	20.97	20.97	09/23/2024
3420 VISA		Animal 2344 08	MORALES HOME MADE-ANIMA	08/26/2024	23.58	23.58	09/23/2024
3420 VISA		Animal 2344 08	PETS PLACE PLUS-ANIMAL SH	08/26/2024	173.56	173.56	09/23/2024
3420 VISA		Animal 2344 08	SMITHS-ANIMAL SHELTER/CON	08/26/2024	65.93	65.93	09/23/2024
3420 VISA		Animal 2344 08	PETS PLACE PLUS-ANIMAL SH	08/26/2024	71.99	71.99	09/23/2024
3420 VISA		Animal 2344 08	MORALES HOME MADE-ANIMA	08/26/2024	9.29	9.29	09/23/2024
3420 VISA		Animal 2344 08	PETS PLACE PLUS-ANIMAL SH	08/26/2024	74.39	74.39	09/23/2024
3420 VISA		Animal 2344 08	PETS PLACE PLUS-ANIMAL SH	08/26/2024	70.38	70.38	09/23/2024
3420 VISA		Finance 5412 0	SNAKE RIVER ROASTING-TOW	08/26/2024	120.00	120.00	09/23/2024
3420 VISA		PD 0355 08/26/	CIT INTERNATIONAL-POLICE -	08/26/2024	2,000.00	2,000.00	09/23/2024
3420 VISA		PD 0355 08/26/	SHELL-POLICE - ADMINISTRATI	08/26/2024	47.09	47.09	09/23/2024
3420 VISA		PD 0355 08/26/	RAISING CANES-POLICE - ADMI	08/26/2024	22.30	22.30	09/23/2024
3420 VISA		PD 0355 08/26/	SNAKE RIVER ROASTING-POLI	08/26/2024	55.00	55.00	09/23/2024
3420 VISA		PD 0355 08/26/	UNITED-POLICE - ADMINISTRA	08/26/2024	578.94	578.94	09/23/2024
3420 VISA		PD 0355 08/26/	CHEVRON-POLICE - ADMINIST	08/26/2024	46.12	46.12	09/23/2024
3420 VISA		PD 0355 08/26/	FAT DADDY'S PIZZA-POLICE - A	08/26/2024	73.43	73.43	09/23/2024
3420 VISA		PD 0355 08/26/	PILOT-POLICE - ADMINISTRATI	08/26/2024	51.72	51.72	09/23/2024
3420 VISA		PD 0355 08/26/	PILOT-POLICE - ADMINISTRATI	08/26/2024	24.37	24.37	09/23/2024
3420 VISA		PD 0355 08/26/	FIREROCK STEAKHOUSE-POLI	08/26/2024	210.83	210.83	09/23/2024
3420 VISA		PD 0355 08/26/	CAF♦ RIO-POLICE - ADMINISTR	08/26/2024	30.11	30.11	09/23/2024
3420 VISA		PD 0355 08/26/	TEPANYAKI-POLICE - ADMINIST	08/26/2024	123.41	123.41	09/23/2024
3420 VISA		PD 0355 08/26/	AIRBNB-POLICE - ADMINISTRA	08/26/2024	438.44	438.44	09/23/2024
3420 VISA		PD 0355 08/26/	IN-N-OUT-POLICE - ADMINISTR	08/26/2024	17.51	17.51	09/23/2024
3420 VISA		PD 1064 08/26/	GALLS-POLICE SPECIAL OPER	08/26/2024	344.50	344.50	09/23/2024
3420 VISA		PD 1255 08/26/	UPS-POLICE - INVESTIGATIONS	08/26/2024	37.63	37.63	09/23/2024
3420 VISA		PD 1255 08/26/	UNITED-POLICE - ADMINISTRA	08/26/2024	533.05	533.05	09/23/2024
3420 VISA		PD 1255 08/26/	UNITED-POLICE - ADMINISTRA	08/26/2024	51.00	51.00	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	546.85	546.85	09/23/2024
3420 VISA		PW 4142 08/26	CUTTY'S-STREET	08/26/2024	208.00	208.00	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	64.34	64.34	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	157.00	157.00	09/23/2024
3420 VISA		PW 4142 08/26	BLINDS.CM-EMPLOYEE HOUSI	08/26/2024	785.12	785.12	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	66.28	66.28	09/23/2024
3420 VISA		PW 4142 08/26	APPLIANCE PARTS-ANIMAL SH	08/26/2024	70.94	70.94	09/23/2024
3420 VISA		PW 4142 08/26	SWEET CHEEKS-TOWN ENGIN	08/26/2024	71.30	71.30	09/23/2024
3420 VISA		PW 4142 08/26	APPLIANCE PARTS-ANIMAL SH	08/26/2024	130.29	130.29	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	56.42	56.42	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	309.00	309.00	09/23/2024
3420 VISA		PW 4142 08/26	LOWES-PUBLIC WORKS	08/26/2024	466.99	466.99	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	31.65	31.65	09/23/2024
3420 VISA		PW 4142 08/26	AMAZON-FLEET SHOP	08/26/2024	62.88	62.88	09/23/2024
3420 VISA		PW 4704 08/26	AMAZON-ANIMAL SHELTER/CO	08/26/2024	54.99	54.99	09/23/2024
3420 VISA		PW 4704 08/26	AMAZON-EMPLOYEE HOUSING	08/26/2024	42.00	42.00	09/23/2024
3420 VISA		PW 4704 08/26	WATER ENVIRONMENT FED-SE	08/26/2024	95.00	95.00	09/23/2024
3420 VISA		PW 4704 08/26	CREEKSIDE-PUBLIC WORKS A	08/26/2024	495.22	495.22	09/23/2024
3420 VISA		PW 4704 08/26	OFFICE OF WATER PROGRAMS	08/26/2024	199.00	199.00	09/23/2024
3420 VISA		PW 4704 08/26	ALBERTSONS-PUBLIC WORKS	08/26/2024	96.01	96.01	09/23/2024
3420 VISA		PW 4704 08/26	AMAZON-EMPLOYEE HOUSING	08/26/2024	214.00	214.00	09/23/2024
3420 VISA		PW 4704 08/26	WATER ENVIRONMENT FED-WA	08/26/2024	95.00	95.00	09/23/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	PW 4704 08/26	AMAZON-PUBLIC WORKS	08/26/2024	93.31	93.31	09/23/2024
3420	VISA	Victim 9126 08/	COCA COLA-VICTIM SERVICES	08/26/2024	10.76	10.76	09/23/2024
3420	VISA	Victim 9126 08/	TST ROOSEVELTS-VICTIM SER	08/26/2024	97.62	97.62	09/23/2024
3420	VISA	Victim 9126 08/	NYC SUB SHOP-VICTIM SERVIC	08/26/2024	58.35	58.35	09/23/2024
3420	VISA	Victim 9126 08/	ANTLER INN-VICTIM SERVICES	08/26/2024	259.90	259.90	09/23/2024
Total 3420:					15,133.07	15,133.07	
5022	VISION SERVICE PLAN - (WY)	821071091	SEPTEMBER PREMIUM	08/17/2024	1,735.00	1,735.00	09/13/2024
Total 5022:					1,735.00	1,735.00	
517	WAM	17821 0524	MEMBERSHIP DUES ROBINSO	05/06/2024	75.00	.00	
517	WAM	17821 0524	MEMBERSHIP DUES ROBINSO	05/06/2024	150.00	.00	
Total 517:					225.00	.00	
244	WATTS STEAM STORE ROCKY	7246624	PRESSURE WASHER REPAIR	09/04/2024	3,254.76	.00	
Total 244:					3,254.76	.00	
6226	WEST COAST CODE CONSULT	UT24-579B-00	PLAN REVIEW SERVICES	08/05/2024	1,420.00	.00	
6226	WEST COAST CODE CONSULT	UT24-579B-00	PLAN REVIEW SERVICE	09/04/2024	730.00	.00	
Total 6226:					2,150.00	.00	
563	WESTBANK SANITATION	4610290T022	WWTP trash	09/01/2024	546.27	.00	
Total 563:					546.27	.00	
1640	WESTERN STATE	IN002912100	SERVICE CALL	09/03/2024	463.32	.00	
Total 1640:					463.32	.00	
2802	WESTWOOD CURTIS	092324	MILLWARD WATER LINE PAY AP	09/23/2024	230,855.13	.00	
Total 2802:					230,855.13	.00	
472	WHITE GLOVE CLEANING, INC.	9804	CLEAN WINDOW SHELTERS	08/31/2024	2,902.00	.00	
472	WHITE GLOVE CLEANING, INC.	9804	SHELTER TRASH PICKUP	08/31/2024	256.13	.00	
Total 472:					3,158.13	.00	
5489	WRENCH IT PLUMBING & HEATI	12144	455 VINE WATER HEATER	08/30/2024	2,631.60	.00	
Total 5489:					2,631.60	.00	
4493	WRIGHT, JASON	091924	MONTHLY IT HARDWARE	09/19/2024	69.50	.00	
Total 4493:					69.50	.00	
4139	WY WORKERS' SAFETY & COM	092424	OCTOBER PREMIUM	09/24/2024	22,320.36	22,320.36	09/24/2024
Total 4139:					22,320.36	22,320.36	
7516	WYOMING IMMIGRANT ADVOC	TOJ-1001	CONTRACT	07/01/2024	3,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7516:					3,750.00	.00	
406	WYOMING LAW ENFORCEMEN	091124	OET FEE AUGUST 2024	09/11/2024	165.00	.00	
Total 406:					165.00	.00	
6294	WYOMING PEACE OFFICERS A	090924	MEMBERSHIP DUES 2024	09/09/2024	300.00	.00	
6294	WYOMING PEACE OFFICERS A	090924 2023	MEMBERSHIP DUES 2023	09/09/2024	320.00	.00	
Total 6294:					620.00	.00	
329	WYOMING RETIREMENT SYST	3114089693	SEPTEMBER CONTRIBUTIONS	09/24/2024	182,859.31	182,859.31	09/24/2024
Total 329:					182,859.31	182,859.31	
3993	WYOMING STATE BOARD OF P	093024	REGISTRATION FOR K9 TEAM	09/30/2024	80.00	.00	
Total 3993:					80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036682	TRASH @ ANIMAL SHELTER	08/31/2024	225.00	.00	
Total 2842:					225.00	.00	
Grand Totals:					2,096,352.91	301,351.10	

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:	October 7, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E24-0172 – 105 E Broadway Ave. – Encroachment Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to the Town Council for its consideration an Encroachment Agreement with Foam Capital LLC, Jeff Neishabouri as the owner of 105 East Broadway for proposed canopy within the public way.

Requested Action.

Approve the Encroachment Agreement and authorize the mayor to sign it.

Recommendations.

Approve the encroachment.

Background.

A new canopy will be placed along the south side of the building and will extend 5 feet 2 inches beyond the property line on East Broadway Ave. for a length of 32 feet, with 12 feet 8 inches of clearance above the proposed grade. Storm drainage has been included in the canopy design to control runoff while providing cover at the building's entrance.

The property was formerly occupied as commercial space. The existing structure is being demolished and a new commercial/residential building is planned for construction with building permit B24-0216. Specific to this project and the allowed setbacks, a new canopy is proposed along the south property line.

Analysis.

This encroachment is consistent with the characteristics of this neighborhood and complies with the Land Development Regulations.

CONDITIONS OF APPROVAL

1. Changes to the building permit and/or construction may require amendments to this agreement.

Possible Alternatives.

Town Council may choose to approve or deny this request.

Comprehensive Plan & Priority Alignment.

This application supports Comp Plan **Common Value 3: Quality of Life:**

6.2.b: Support businesses located in the community because of our lifestyle.

This proposed development will continue to support jobs.

6.3.a: Ensure year-round economic viability.

The addition of office facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

Fiscal Impact.

The fee for the request is \$622 and the fee for the agreement is \$622.

Staff Impact.

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

Attachments or Links.

Proposed Encroachment Agreement.

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

I move to approve the Encroachment Agreement between the Town of Jackson and *Foam Capital, LLC* to allow encroachment of *the canopy* subject to the recommended conditions and approval and final approval by the Town Engineer and Town Attorney and authorize the Mayor to execute an Encroachment Agreement.

**TOWN OF JACKSON
ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ (the "Effective Date"), by and between Foam Capital, LLC, with an address of PO Box 6368, Jackson, Wyoming 83002 hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town,"), together ("Parties").

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 105 E Broadway Avenue
Location: LOT PT, SW ¼, SW ¼, SEC 27, TWP 41, RNG 116
PIDN: 22-41-16-27-3-00-012

WHEREAS, the Town is the owner of that certain public right-of-way known as East Broadway Avenue which public right-of-way adjoins Encroaching Party's property; and

WHEREAS, the Encroaching Party shall encroach in a portion of the above-noted East Broadway Avenue as set forth in Exhibit A, attached hereto and made a part hereof, for:

Overhead canopy as shown on Building Permit B24-0216 plans, (hereinafter "Encroaching Property").

WHEREAS, on [REDACTED], 2024 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and conditions set forth in this Agreement.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public right-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Encroaching Party's property and to encroach within the Town right-of-way (or easement) to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

3. ENCROACHING PARTY OBLIGATIONS

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.
- B. Maintain the Encroaching Property such that it does not allow water, whether in the form of snow, rain, or otherwise, to leak onto the sidewalk.
- C. When removing snow from the Encroaching Property to the Town right-of-way, remove the snow from the Town right-of-way at the same time of removal from the Encroaching Property. Encroaching Party is responsible for obtaining any required permits for the snow removal.

4. RIGHT-OF-WAY ACCESS

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Encroaching Party is responsible for obtaining any required permits for the work. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town.

5. RELEASE OF CLAIMS

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal use by the public, Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town right-of-way (or easement) in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

6. INDEMNIFICATION

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT

This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however,

if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in the same outside dimensions and configurations as the original Encroaching Property. Upon the development of compelling municipal interests with which the Encroaching Property may interfere, Encroaching Party, its successors and assigns shall fully cooperate with the Town under then existing circumstances to accommodate and/or mitigate such interference by the Encroachment.

9. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

10. HEADINGS

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

14. GOVERNING LAW AND FORUM

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

15. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. WAIVER

A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Rest of Page Blank Signatures on Following Pages

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

Foam Capital, LLC,

A Limited Liability Company
of the State of Wyoming

By: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
_____, this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission Expires:

STAFF REPORT



Meeting Date:	October 7, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E24-0030 – 105 E Broadway Ave. – Encroachment Agreement - Footings	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to the Town Council for its consideration of an Encroachment Agreement with Foam Capital, LLC, the owner of 105 East Broadway for proposed structural footings that extend approximately twenty inches into the alley easement along the west side of the proposed new structure.

Requested Action.

Approve the Encroachment Agreement and authorize the mayor to sign it.

Recommendations.

Approve the encroachment.

Background.

The property was formerly occupied as commercial space. The existing structure is being demolished and a new commercial/residential building is planned for construction with building permit B24-0216.

Specific to this project and the allowed setbacks, new building footings are proposed that extend 20 inches beyond the west property line in 9 locations.

Analysis.

This encroachment is consistent with past footing encroachments.

CONDITIONS OF APPROVAL

1. Prior to building permit issuance, the Owner must execute an easement, or other agreement, with the Town for the sewer and public access across the portion of the Owner's property that encroaches into the alley.
2. As part of the building permit, the Owner must relocate the existing sewer to the middle of the alley for the length of the Owner's property, at least 150 feet.
3. In the event that conditions 1 and 2 are not satisfied, the building permit must be revised to remove the encroachment.
4. Prior to building permit approval, the Owner shall participate in good faith with the Town to find an agreement to complete sewer, grading, and utility work in the alley, Broadway, and Deloney as part of the building permit.

Possible Alternatives.

Town Council may choose to approve or deny this request.

Comprehensive Plan & Priority Alignment.

This application supports Comp Plan **Common Value 3: Quality of Life:**

6.2.b: Support businesses located in the community because of our lifestyle.

This proposed development will continue to support jobs.

6.3.a: Ensure year-round economic viability.

The addition of office facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

Fiscal Impact.

The fee for the request is \$622 and the fee for the agreement is \$622.

Staff Impact.

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

Attachments or Links.

Proposed Encroachment Agreement.

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

I move to approve the Encroachment Agreement between the Town of Jackson and *Foam Capital, LLC* to allow encroachment of *the footings* subject to the recommended conditions and approval by the Town Engineer and Town Attorney and authorize the Mayor to execute an Encroachment Agreement.

**TOWN OF JACKSON
ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ (the "Effective Date"), by and between FOAM Capital, LLC, with an address of PO Box 6368, Jackson, Wyoming 83002 hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town,"), together ("Parties").

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 105 E Broadway

Location: PT. SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116; as shown in detail on Map T-20J

PIDN: 22-41-16-27-3-00-012

WHEREAS, the Town is the owner of that certain public right-of-way known as the North King Alley which public right-of-way adjoins Encroaching Party's property, show as Alley on Map T-20J; and

WHEREAS, the Encroaching Party shall encroach into a portion of the above-noted North King Alley as set forth in Exhibit A, attached hereto and made a part hereof, for:

Footing as shown on Building Permit B24-0216 plans, (hereinafter "Encroaching Property").

WHEREAS, on October 7, 2024 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and conditions set forth in this Agreement.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public right-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Encroaching Party's property and to encroach within the Town right-of-way (or easement) to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

3. ENCROACHING PARTY OBLIGATIONS

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.

4. RIGHT-OF-WAY ACCESS

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town.

5. RELEASE OF CLAIMS

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal use by the public, Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town right-of-way (or easement) in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

6. INDEMNIFICATION

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT

This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in the same outside dimensions and configurations as the original Encroaching Property. Upon the development of compelling municipal interests with which the Encroaching Property may interfere, Encroaching Party, its successors and assigns

shall fully cooperate with the Town under then existing circumstances to accommodate and/or mitigate such interference by the Encroachment.

9. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

10. HEADINGS

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

14. GOVERNING LAW AND FORUM

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

15. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. WAIVER

A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Rest of Page Blank Signatures on Following Pages

FOAM Capital, LLC,

A Limited Liability Company
of the State of Wyoming

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
_____, this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission Expires:

STAFF REPORT



Meeting Date:	October 7, 2024	Meeting Title:	Consent
Submitting Department:	START	Presenter:	Bruce Abel
Agenda Item:	First Amendment to Agreement Between the Town of Jackson, Wyoming and Grand Targhee Resort, LLC for the Operation of Commuter Bus Service	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request Town Council approval of the attached First Amendment to Agreement Between the Town of Jackson, Wyoming and Grand Targhee Resort, LLC for the Operation of Commuter Bus Service ("First Amendment") in order to extend the term of the Agreement and update appropriate exhibits.

Requested Action.

Staff request Council consider the attached First Amendment and extending the term of the Agreement.

Recommendations.

Staff and the START Board recommend approval of the attached First Amendment.

Background.

In 2017, START received a request from the City of Driggs, Idaho to transfer grant administration activities from the City of Driggs to START for Federal Transit Administration (FTA) 5311 operating funds awarded for the provision of transit service between Driggs and Grand Targhee Resort, the latter of which is located in Teton County, Wyoming. The Town Council and Teton County Commissioners considered the request at a joint meeting on September 11, 2017, and the discussion focused on the additional workload that would be required, the application for FTA funding from Idaho since a part of the services were provided in Idaho (previously START only applied for, obtained, and performed compliance on Wyoming grants), additional staff to administer the IDT grants, RFP and contracting requirements for contracting out service delivery, and rider-fare issues

The Town Council and the Board of County Commissioners each approved the request for START to accept grant administration activities for FTA 5311 Operating funds for the City of Driggs beginning with the October 1, 2018. START has been managing and administering the process since then, including issuing and awarding appropriate requests for proposals in 2018 and 2022, managing the resultant contract with Grand Targhee, and complying with FTA/Idaho Department of Transportation grant requirements.

Analysis.

The First Amendment before Council was requested and drafted in order to:

- 1) Extend the term of the Agreement. Instead of concluding in September 2026, the Agreement will have two, 1-year extensions for 2027 and 2028.
- 2) Update the grant reimbursement rates.
- 3) Update the references to the Grand Targhee Resort Employee Handbooks to the appropriate current and upcoming years.

Possible Alternatives.

- 1) Do not approve entering into the First Amendment as recommended by the START Board and staff.
- 2) Approve the First Amendment with different terms of conditions (e.g., a shorter term)
- 3) Other (e.g., add other conditions of terms to the Amendment)

Comprehensive Plan & Priority Alignment.

Section 2. Climate, Sustainability through Energy Conservation

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

Section 7. Multimodal Transportation

Principle 7.1- Meet future transportation demand through the use of alternative modes. Alternative

Transportation means a transportation system that includes transit, bicycle, and pedestrian modes which offer alternatives to private motor vehicle travel for many trips.

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

Fiscal Impact.

Funding for the provision of the Grand Targhee Resort "Commuter Bus Service" is provided through an FTA Section 5311 Operating Assistance grant administered through the State of Idaho Transportation Department of Transportation (ITD). Local Match funds are provided by the Grand Targhee Resort. No funding is provided by either START/ Town of Jackson or Teton County.

Staff Impact.

The oversight of the contracted bus service between the communities of Victor and Driggs, Idaho and the Grand Targhee Resort requires a relatively major commitment of staff time. Town Finance Department staff along with START staff are involved in the preparation and submittal of Grant applications and requests for reimbursement of eligible expenses incurred in the delivery of the service in order to secure the reimbursement of FTA Section 5311 funds. In addition, START staff must perform oversight of the contracted service provider in order to assure compliance with the myriad of federal requirements that are associated with the receipt of federal funds to support the service. A recent review of START oversight activities of this project performed by the Idaho ITD highlighted a number of oversight issues that have been outstanding since the performance of a 2019 ITD review. Some of these compliance issues have been addressed while other issues still need to be addressed and remedied in the near future in order to maintain eligibility for receipt of future federal funding. While none of the issues should be considered major in nature, there are a number of FTA compliance issues that need to be addressed moving forward that will require the attention of START staff.

Attachment

- First Amendment to the Agreement between the Town of Jackson, WY and Grand Targhee Resort, LLC for the Operation of Commuter Bus Service

Suggested Motion.

I move to approve the First Amendment to the Agreement between the Town of Jackson and Grand Targhee Resort, LLC for The Operation of Commuter Bus Service serving the communities of Victor and Driggs, Idaho and the Grand Targhee Resort, subject to minor changes by staff.

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF JACKSON, WYOMING
AND GRAND TARGHEE RESORT, LLC
FOR THE OPERATION OF COMMUTER BUS SERVICE**

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF JACKSON, WYOMING AND GRAND TARGHEE RESORT, LLC FOR THE OPERATION OF COMMUTER BUS SERVICE ("**First Amendment**") is by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 East Pearl Street/P.O. Box 1687, Jackson, Wyoming 83001 (**TOWN**) and Grand Targhee Resort, LLC, 3300 E Ski Hill Road Alta, WY 83414 (**VENDOR**).

RECITALS

WHEREAS, the parties executed an AGREEMENT BETWEEN THE TOWN OF JACKSON, WYOMING AND GRAND TARGHEE RESORT, LLC FOR THE OPERATION OF COMMUTER BUS SERVICE on November 21, 2022 ("**Agreement**").

WHEREAS, this First Amendment is being executed by the parties in order to amend Sec. 2, Term, and update Exhibit B appropriately in light of the amendment to Sec. 2.

NOW THEREFORE, in consideration of the foregoing recitals, which incorporated herein by reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN and VENDOR agree as follows:

- A. **Amendment to Section 2 of the Agreement.** Section 2 of the Agreement shall be rewritten as follows:
 - 2. **Term.** The term of the Agreement shall commence on October 1, 2024 and shall terminate on September 30, 2026. Thereafter, this Agreement automatically renews for one two-year term, unless either party provides the other notice of intent to terminate on or before September 1, 2025. The continuation of this Agreement is contingent upon the continuance of Federal funding through the term and both renewal options. If funding ceases for any reason from the Federal level to TOWN, this Agreement is immediately terminated. This Agreement is also contingent upon VENDOR: if VENDOR fails to meet its Federal Transit Administration match requirements and/or if the VENDOR closes or ceases its operations the Agreement is immediately terminated
- B. **Amendment to Last Three Pages Exhibit B of the Agreement.** The last three pages of Exhibit B shall be replaced in whole with Appendix 1 (two pages) of this First Amendment.
- C. **Terms of the Agreement.** Any terms of the Agreement not otherwise modified herein shall remain as is and unaffected by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on October _____, 2024.

**TOWN OF JACKSON
LLC**
A Wyoming Municipal Corporation

GRAND TARGHEE RESORT,
A Delaware LLC

By: _____
Hailey Morton Levinson

By: _____
Geordie Gillett, General Manager

ATTEST: _____
Riley Taylor, Town Clerk

APPENDIX PAGE 1

Grand Targhee 5311 Grant reimbursement rates
10/1/2024--9/30/2026

	miles	ops cost	maintenance	admin	
winter 24/25	131,222				
summer 25	32,760				
winter 25/26	131,222				
summer 26	32,760				
2 year total	327,964	\$ 684,398.79	\$ 77,140.00	\$ 80,932.27	\$ 842,471.06
cost per mile		\$ 2.087	\$ 0.235	\$ 0.247	

Total Two (2) Year Cost	Total Cost	Match \$	Grant \$	percents
Operating	\$ 684,398.79	\$ 288,063.79	\$ 396,335.00	0.579
Maintenance	\$ 77,140.00	\$ 5,663.00	\$ 71,477.00	0.927
Administrative	\$ 80,932.27	\$ 16,186.45	\$ 64,745.81	0.800
total	\$ 842,471.06	\$ 309,913.24	\$ 532,557.81	\$ 842,471.05

Total Annual Cost	Total Cost	Match \$	Grant \$	percents
Operating	\$ 342,199.40	\$ 144,031.90	\$ 198,167.50	0.579
Maintenance	\$ 38,570.00	\$ 2,831.50	\$ 35,738.50	0.927
Administrative	\$ 40,466.14	\$ 8,093.23	\$ 32,372.91	0.800
total	\$ 421,235.53	\$ 154,956.62	\$ 266,278.91	\$ 421,235.53
max Federal per year			\$ 266,278.00	
total one year (annual) miles			163,982	

APPENDIX PAGE 2

The Grand Targhee Resort Employee Handbooks for years 2024–2025, 2025–2026, 2026–2027, and 2027–2028 are incorporated herein by reference and will form a part of this First Amendment, and apply respectively, as if set forth herein in their entirety.

STAFF REPORT



Meeting Date:	October 7, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Bid 25-02: 2024 West Jackson Water Transmission Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve funding and award of the contract to construct the 2024 West Jackson Water Transmission Project in Rangeview Park and the Porter Ranch.

Requested Action.

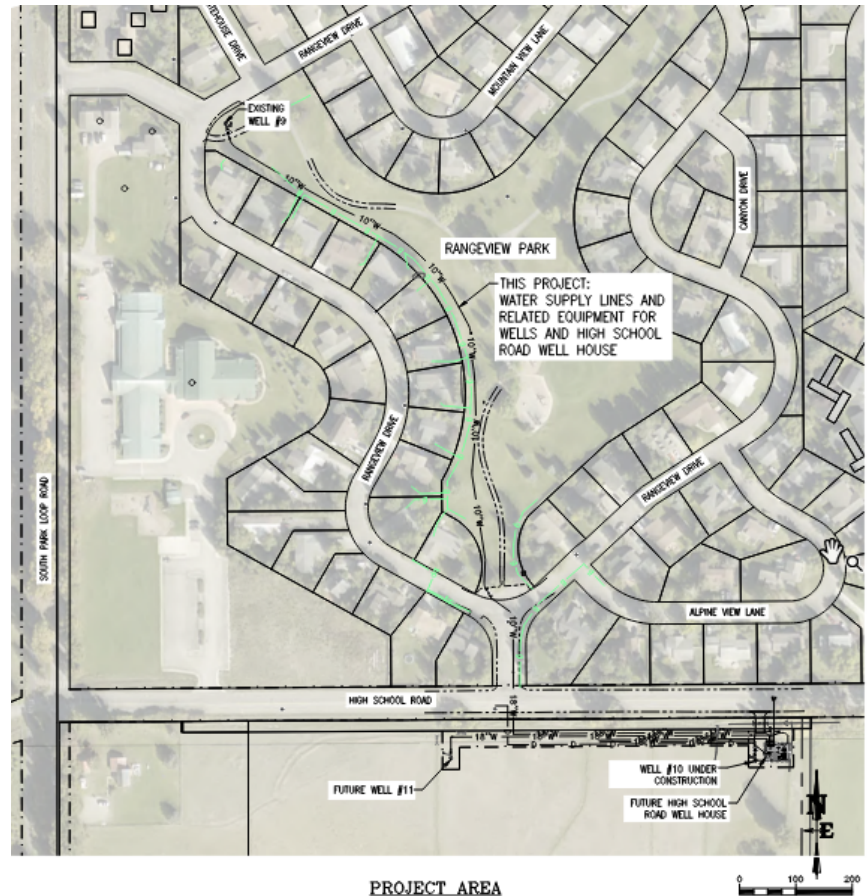
Staff requests Council appropriate funding and award the contract for construction.

Recommendations.

Staff recommends appropriating funds and awarding the contract for construction of the project.

Background.

The proposed project generally consists of installation of approximately 3500 feet of transmission water main and appurtenances, to transmit water from three well locations in southwest Jackson to the site of a future wellhouse with controls and treatment on the Porter Ranch. This is part of a multiphase project to increase the water supply in the Town's western supply zone. The project is scheduled to commence as soon as possible and be completed by June 2025. Because most of the work is outside of roadways the project will involve construction during the winter months. A major component of the project will involve trenching through Rangeview Park from Well 9 at the north through High School Road to the south. The intent is to keep much of the park and pathway open during construction, though some full closures may be necessary. The other major component of work will be within the Town's Well Easement south of High School Road on the Porter Ranch. Staff will coordinate with the contractor to minimize disruption and notify the neighbors and stakeholders of work and progress.



Drilling on Well 10 in the Porter Ranch will commence this month and the wellhouse design and bid will continue through winter and bid out for a spring construction start. The target is to have the new water supply wells in operation in the next 14 months

Analysis & Key Policy Questions.

The Town received bids for construction of the project on October 4, 2024. A total of 3 bids were received.

CONTRACTOR	BASE BID	BID ALTERNATE A
Westwood Curtis Construction Inc. (Wyoming)	\$2,123,540.00	\$1,959,540.00
Ridgeline Excavation (Wyoming)	\$2,125,000.00	\$2,221,250.00
Western Municipal Construction (Montana)	\$2,526,100.00	\$2,422,640.00
LOWEST RESPONSIVE BID		

Bidding this phase of the project early to utilize our ARPA funding is important to completing the new well supply in west Jackson. Delaying the project and rebidding would result in the loss of up to \$1.5M in ARPA grant funds.

Staff recommend funding and awarding the contract as bid.

- Does the council agree with staff's recommendation?

Possible Alternatives.

While options, the following alternatives are not recommended by staff:

- 1) Not appropriate funding and direct staff to how to proceed.
- 2) Reject the bid and rebid the project later.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan and helps to fulfill the goal of providing and maintaining municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

The estimated cost of design, survey, and construction as bid is about \$2,200,000. The project will be funded with a combination of FY2025 Water Capital Funds for Well 9 and Well 10 and an awarded ARPA grant up to \$1.5 million.

Staff Impact.

There are approximately 80 hours of staff time coordinating with engineers and contractors. The Legal Department will have approximately 2-4 hours of contract review.

During construction, some coordination between the Contractor and Engineering staff will be necessary. It is estimated that 10 to 20 hours/week of Public Works staff time shall be required.

Stakeholders include property owners adjacent the project, parks and rec, the public, and staff who maintain and operate the water system. Community outreach will begin after approval for all the businesses and residences in the vicinity of the project. Public Works staff will coordinate with There will be open communication with all businesses and residences via email updates.

Attachments or Links.

None.

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

I move to direct staff to:

1. Award the contract to Westwood Curtis Construction, Inc., of Jackson, Wyoming, and
2. Authorize the mayor to execute a contract for construction subject to review and final approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	October 7, 2024	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Amendments to Town Land Development Regulations related to Temporary Emergency Building Moratorium (PM24-004)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose is for the Town Council to review and approve proposed redlines changes to the Town of Jackson Land Development Regulations (LDRs) and Design Guidelines to address the size and character of buildings in response to the emergency building moratorium adopted by the Council on June 3, 2024.

Requested Action.

Staff are requesting that the Council approve the proposed redline changes to the LDRs and Design Guidelines provided in this staff report and direct staff to prepare an ordinance for first reading.

Recommendation.

The Planning Director recommends approval of the redline changes presented in this staff report.

Key Policy Questions.

1. Does the Council agree with the proposed redline changes presented in this staff report? If not, what alternative approaches or amendments to the proposal are desired?
2. Is the Council concerned that limiting the size of individual buildings will likely increase the cost of constructing larger development, especially hotels, potentially leading to “higher end” projects that might cater to an increasingly wealthy clientele at the expense of options for middle-class travelers and shoppers?

Background.

On June 3, 2024, the Town Council adopted Ordinance 1373 which was an emergency declaration to impose a 120-day moratorium to halt the acceptance of development applications for “large buildings.” The 120-day moratorium deadline was recently extended by the Council from October 1, 2024, to November 20, 2024. Since approval of the moratorium, there have been meetings with the Planning Commission, Design Review Committee, and Council to consider, discuss, and draft targeted changes to the LDRs and Design Guidelines to address the scale and character of big buildings consistent with Council direction.

Most recently, the Council met on August 19, 2024, to confirm and clarify its initial direction to staff. The Council’s direction is included as redline changes the LDRs and Design Guidelines attached to this staff report. The changes focus primarily on the following six topics:

1. Maximum building size
2. Maximum use size
3. Conditional Use Permit for large buildings
4. Maximum façade width

5. 2:1 Workforce Housing Bonus
6. Design Guidelines

Potential Next Steps for Action after Moratorium

Many other topics related to growth and development were discussed by the Council during the moratorium but these issues were determined to be longer-term items that need significant public outreach and/or staff time to address and so are documented below for potential future action. These items include:

- Full update of 2:1 Workforce Bonus;
- Full update of the Design Guidelines;
- Full Comprehensive Plan update;
- Address full secondary impacts of big buildings (traffic, jobs, environmental, etc.), including the consideration of impact fees for new development;
- Address unintended consequences of LDRs on our community goals;
- Add sustainability standards to LDRs (reduce GHGs/landscaping) and possibly building code;
- Reconsider some of our form-based standards.
- Engage extensive public process to conduct comprehensive urban design study reflecting current zoning outcomes and possible strategies to improve outcomes

Review Schedule.

As mentioned above Council recently extended the moratorium deadline from October 1, 2024, to November 20, 2024, to provide staff more time to draft staff reports and for the community and Council to work together to finalize and adopt changes to address big buildings.

Below is staff's current summary of the moratorium public meeting schedule to date, which is subject to change based on Council action.

June (2024)

- June 12: DRC workshop (completed)
- June 17: TC hearing on moratorium schedule (completed)
- June 25: PC workshop (completed)

July (2024)

- July 10: DRC workshop (completed)
- July 15: PC/TC joint workshop (completed)

August (2024)

- August 5: TC hearing (completed)
- August 14: DRC workshop (completed)
- August 28: PC hearing (completed)

September (2024)

- September 11: DRC meeting (completed)
- September 18: PC hearing (completed)

October (2024)

- **October 7: TC public hearing (review and move redline to 1st Reading)**
- **October 21: 1st Reading**

November (2024)

- **November 4: 2nd Reading**
- **November 18: 3rd Reading**

Analysis.

Staff has attached to this staff report a summary table that includes each proposed redline amendment to the LDRs and Design Guidelines. For each amendment, the table provides a brief background and explanation of that change. Staff has been vetting variations of these changes through ten previous public meetings with the Design Review Committee (DRC), Planning Commission, and Town Council. The summary table represents staff's effort to provide clear, effective, and reasonable amendments to achieve the Council's intended outcomes related to large buildings. These changes do not represent, nor were they intended to represent, a comprehensive effort to address all possible impacts of building size or all possible secondary impacts or issues related to larger developments in Town. As provided above, many of these broader issues have been highlighted for potential future action so they are not forgotten.

In the simplest terms, the proposed changes require larger buildings to be physically downsized into smaller buildings in a variety of ways. The changes mean that larger sites and larger projects may need to be separated into multiple smaller buildings or a complex of buildings. In addition, different size standards are often proposed for the downtown area compared to the highway corridor to reflect their different characters and contexts. It is worth noting too that the proposed maximum buildings sizes are also very similar to the maximums that were allowed (usually with a CUP) in the LDRs prior to 2016.

Impact on Hotels

The use that will be impacted most significantly by the decreased building size in the downtown area will be lodging uses, such as hotels and short-term rentals. Nearly all buildings over 50,000 sf built since 2016 in the downtown have been hotels and/or short-term rentals. However, on the highway corridor, the uses most impacted would be large residential projects (hotels are not allowed on the highway corridor). Large "big box" retail uses are not really impacted by the proposed 50,000 sf maximum building size on the highway corridor because retail uses are already limited to a maximum of 50,000 sf in size.

Staff does not anticipate significant unintended or adverse consequences from the proposed changes. Again, in many ways, the changes return us to our pre-2016 maximum building sizes so we are returning to familiar standards. However, it should be acknowledged that requiring smaller, fully separate buildings with separate parking garages, elevators, and mechanical systems, will likely increase construction costs for larger buildings compared to constructing a single large building. For example, a 90,000 sf hotel with a single underground garage is cheaper to build than two adjacent 45,000 sf buildings that each has its own parking garage. How much costs might increase by requiring smaller buildings will be heavily dependent on the use, location, and zoning of the project because some zones will be impacted more by the building limits than others (i.e., zones where the 2:1 Bonus is currently most usable will be impacted the most, such as the CR-3). On a long-term

basis, the proposed maximum building limits could result in or incentivize higher value hotel development (and possibly retail development) leading to an “upscaling” of our town. Whether the Town should seek to offer additional regulatory flexibility to help off-set this possible outcome is worth discussion and listed as a key policy question for this item.

Planning Commission

The Planning Commission discussed the redline changes on August 28 and September 18. The Commission’s discussion focused mostly on the following issues (see the attached summary table for the final recommendations of the Commission):

- Maximum building size: The Commission spent significant time discussing its recommendation for establishing a new maximum building size in the downtown area. They discussed a range from about 50,000 sf to 100,000 sf and settled on a maximum building size of 75,000 sf for all uses (residential hotel, commercial, etc.).
- What floor area counts? The Commission felt that space dedicated to above ground parking garage should not count against the maximum building size because this space is often critical to making a project work and it does not usually add much to the solid massing of a building compared to habitable floor area.
- Definition of individual building: The Commission thought that allowing underground parking to connect multiple individual buildings was a good idea because it would not be visible to the public, it would allow more efficient use of land, and it would significantly decrease the cost of constructing larger projects, especially hotels, all without compromising the character goals of decreasing the size of buildings as viewed from the street.
- Definition of hotel room: The Commission felt that the proposed 500 sf limit on a hotel room size needs to be modified to allow the possibility of some larger suites (e.g., 10% suites). Connecting doors between two 500 sf hotel rooms should be ok as well.
- Conditional Use Permit (CUP): Commission considered a number of possible triggers for a CUP other than the proposed development site size of four town lots (30,000 sf), such as three lots (22,500 sf of site size) or possibly using the Sketch Plan threshold as the trigger. Ultimately, the Commission decided that using the existing Sketch Plan thresholds were the best trigger because this threshold is scaled to match the zoning and the Sketch Plan requirement is a good indicator that a project is large enough to require a higher level of public scrutiny. In addition, the Commission felt that CUP should be required on the highway corridor in the CR-3 zone, the same as in the downtown zones.
- Design Guidelines: The Commission did not have specific changes to the proposed redline but wanted to communicate to the Council that the Design Guidelines are in urgent need of a comprehensive update after the moratorium changes are adopted.

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 recommend adopting, modifying, or denying 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. The proposed amendments support these purposes by seeking to address the negative impacts that overly large buildings have on our community character and quality of life presented in the Jackson/Teton County Comprehensive Plan.

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

Complies. The proposed amendments maintain consistency between various provisions of the LDRs related to building scale and character, such as the Design Guidelines.

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

Complies. The proposed amendments seek to balance predictability with flexibility for landowners. For example, the new maximum building sizes will require smaller buildings but the Town will work with landowners who may seek to construct multiple smaller buildings on their site to still try to achieve the landowner's primary goals.

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

Complies. The proposed amendments directly respond to increasing public frustration with the size, scale, and character of large, new buildings being constructed throughout Town. The proposed amendments are targeted to specifically mitigate and control the size of large buildings with the understanding that the local real estate market has become much more driven by larger format buildings often proposed by large, non-local entities.

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

Not Applicable. Not applicable per Wyoming State statute. This Text Amendment would remove this finding of approval.

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

Complies. The proposed amendments maintains consistency between the LDRs and other adopted Town Ordinances.

Public Comment.

Most public comment related to the moratorium review was sent directly to the Council so the Council already has had those comments. Staff is not attaching those comments to this staff report. Much of that public comment advocated for slowing down the moratorium process to allow a broader review of larger issues, such as environmental and transportation impacts of larger buildings. The only public comment received directly by

the Planning Department that the Council may not have already seen is attached and is from a variety of local non-profit organizations that have been involved in the moratorium process.

Fiscal Impact.

No fiscal impact is identified at this time.

Staff Impact.

The amount of staff time expended on the moratorium process to date to draft is approximately 70 hours.

Attachments or Links.

Moratorium LDR redline summary table (includes redline of Design Guidelines)

Public comment

Suggested Motion.

I move to **approve** LDR Text Amendment PM24-004 based upon the findings presented in the staff report, the departmental reviews, and subject to this staff report dated October 7, 2024, and direct staff to prepare an ordinance for first reading.

Moratorium LDR Redline (PM24-004)

Town Council Draft: October 7, 2024

Introduction

This table includes proposed changes to the Town's Land Development Regulations (LDRs) and Design Guidelines to address the scale and character of large buildings consistent with direction provided by the Council as part of the moratorium it approved on June 3, 2024.

Proposed Changes

The table below provides the LDR section in which a proposed change occurs, a description of the change or issue, and the proposed text to be amended. The Planning Director's recommendation is provided in **red type** while the Planning Commission's recommendation is provided in **blue type**. The redlines changes for the Design Guidelines are included as an attachment to this table due to the different format and length of the changes. Text that has been removed is denoted with a ~~red & strikethrough~~; text that had been added is denoted with red & underline.

#	Section	Description of Change	Proposed Text																
Maximum Building Size / Maximum Use Size																			
1	2.2.11.B.2 2.2.12.B.2 2.2.14.B.2 2.2.15.B.2	Maximum Building Size - Downtown: This change adds a new maximum building size of 40,000 sf for all new buildings in the downtown zones of CR-1, CR-2, DC-1, and DC-2, with the exception that buildings dedicated mostly to a hotel use or mostly deed restricted housing have a 50,000 sf maximum use and buildings size. The two existing Town Square zones already have a 15,000 sf maximum building size so they are not included in the proposed amendment.	Staff Recommendation: <table><tr><th colspan="2">Scale of Development</th></tr><tr><td>Floor area ratio (FAR max) (E.4)</td><td>0.65</td></tr><tr><td>Additional FAR for lodging use</td><td>0.15</td></tr><tr><td>Deed restricted housing exemption</td><td>Sec. 7.8.3.</td></tr><tr><td>Workforce housing floor area bonus</td><td>Sec. 7.8.4.</td></tr><tr><td>Maximum individual building size (general) (E.4 & 6))</td><td>40,000 sf</td></tr><tr><td>Maximum individual building size (hotel and deed-restricted housing) (2.2.11.E.5)</td><td>50,000 sf</td></tr><tr><td colspan="2"></td></tr></table>	Scale of Development		Floor area ratio (FAR max) (E.4)	0.65	Additional FAR for lodging use	0.15	Deed restricted housing exemption	Sec. 7.8.3.	Workforce housing floor area bonus	Sec. 7.8.4.	Maximum individual building size (general) (E.4 & 6))	40,000 sf	Maximum individual building size (hotel and deed-restricted housing) (2.2.11.E.5)	50,000 sf		
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			Same redline change added in CR-1, CR-2, DC-1, and DC-2 Zones. Planning Commission Recommendation: Maximum individual building size (all uses): 75,000 sf																

#	Section	Description of Change	Proposed Text										
2	2.2.13.B.2	Maximum Building Size – Highway Corridor (CR-3): This change adds a new maximum building size of 50,000 sf for all new buildings in the CR-3 Zone along the highway corridor. This is the same maximum size that existed in the pre-2016 LDRs. The LDRs already have a maximum use size of 50,000 sf for Retail/Service/Restaurant uses.	Staff Recommendation: <table><tr><th colspan="2">Scale of Development</th></tr><tr><td>Floor area ratio (FAR max) (E.4)</td><td>0.40</td></tr><tr><td>Deed restricted housing exemption</td><td>Sec. 7.8.3.</td></tr><tr><td>Workforce housing floor area bonus</td><td>Sec. 7.8.4.</td></tr><tr><td>Maximum individual building size (E.4 & 5)</td><td>50,000 sf</td></tr></table> Planning Commission Recommendation: Maximum individual building size (all uses): 75,000 sf	Scale of Development		Floor area ratio (FAR max) (E.4)	0.40	Deed restricted housing exemption	Sec. 7.8.3.	Workforce housing floor area bonus	Sec. 7.8.4.	Maximum individual building size (E.4 & 5)	50,000 sf
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3	2.2.11.E.4 2.2.12.E.4 2.2.13.E.8 2.2.14.E.4 2.2.15.E.4	Definition of “Individual Building”: This text clarifies that in order to be considered an “individual building” for the purpose of determining max. building size, the building cannot be physically connected in any way to any other building, except by a shared fire wall.	Staff Recommendation: 4. Definition of individual building: For the purposes of enforcing the maximum building size limits in this zone, an individual building is one that is physically separate from any other building and does not share parking garage, circulation (e.g., hallways, elevators), or any other internal physical connection. Individual buildings may be attached by a shared fire wall, such as in the case of zero-lot line development. Planning Commission Recommendation: Supports staff recommendation except Commission supports allowing underground garages to connect multiple buildings to improve efficiency of building larger buildings, especially hotels (but no above ground connections).										

#	Section	Description of Change	Proposed Text
4	2.2.11.E.5 2.2.12.E.5 2.2.14.E.5 2.2.15.E.5	Definition of Hotel and Deed-restricted housing for purposes of the 50,000 sf maximum building limit. This change defines hotels and deed restricted housing, including allowed secondary uses (e.g., amenity spaces for hotels and ground-level commercial for deed-restricted housing) to qualify for 50,000 sf building maximum. Any type of deed restriction acceptable to the Housing Dept (e.g., workforce and affordable) qualifies for the 50,000 sf size. The 10% allowance for non-lodging amenity space in hotels and 20% allowance for commercial space in deed-restricted projects are based on analysis of recent local projects. For example: - Hotel Jackson and Rusty Parrot have 10% and 9% non-lodging amenity space. Cloudveil Hotel has 7%. 105 Mercil housing project is 19% commercial space and 81% residential and above ground parking.	Staff Recommendation: 5. Definition of Hotel and deed-restricted housing uses for maximum building size. To qualify for the 50,000 sf maximum individual building size limits in this zone, the following definitions apply: I. Hotel: A hotel use includes all floor area dedicated to hotel rooms (no short-term rental units allowed), lobby, conference facilities, circulation, and related other uses intended for on-site guests. It may also include up to 10% of the total above ground habitable floor area and above-ground parking garage for non-lodging amenity uses, such as restaurant/bar, spa, gym, and similar uses, that may serve both guests and the public. II. Deed-restricted housing: All units in a deed-restricted housing use shall be permanently restricted with a deed restriction acceptable to the Jackson/Teton County Housing Department. It may also include up to 20% of the total above ground habitable floor area for ground-level nonresidential uses (e.g., retail, office, and similar uses) as allowed by the LDRs.
			Planning Commission Recommendation: This text is not necessary because the Commission recommends a 75,000 max. building size <u>for all uses</u>, thus there is no need to further define the hotel use and deed-restricted housing use to address big buildings.
5	2.2.11.E.6 2.2.12.E.6 2.2.13.E.9 2.2.14.E.6 2.2.15.E.6	What counts as floor area? This new text clarifies what floor area counts against the maximum building sizes of 40,000 sf and 50,000 sf. Floor area dedicated to <u>day care facilities</u> will not count against the maximum building size limits.	Staff Recommendation: 6. Floor area defined for maximum individual building size. All above-ground habitable floor area and above-ground parking garage shall count against the maximum individual building sizes in this zone. All floor area dedicated to a day care facility or that meets the LDR definition of a basement shall not count against the maximum individual building size limits in this zone.
			Planning Commission Recommendation: Supports staff recommendation except does not want above ground parking garage to count against maximum building size.

#	Section	Description of Change	Proposed Text
6	6.1.5.B.1	Establish a maximum unit/room size for hotel room. This change is intended to set a maximum hotel room size of 500 sf for all hotels in Jackson to prevent short-term rental condominium projects from trying to take advantage of the 50,000 sf hotel building maximum in the downtown area. The 500 sf maximum is a generous limit based on hotel rooms sizes for recent hotels. For example: • Cloudveil Hotel: 390sf-490sf • Hotel Jackson: 370sf (1,000 sf suites) • Rusty Parrot: 330sf-380sf • Springhill Suites: 355sf Staff finds that 500sf is small enough that it would not likely be used for an attempted short-term rental “bait and switch” (build hotel room initially and then add full kitchen later to make it a short-term rental).	Staff Recommendation: B. Conventional Lodging. 1. Definition. Conventional lodging is any lodging use other than those specifically defined elsewhere in this Section. A conventional lodging unit shall not exceed 500 sf in habitable floor area. a. Includes: i. Hotels ii. Motels iii. Convention centers with lodging facilities b. Does Not Include: i. Short-term rental unit ii. Campgrounds iii. Bed and breakfasts iv. Dude/guest ranches Planning Commission Recommendation: • Supports staff recommendation except that hotels should allow 10% of total floor area to be suites that include rooms larger than 500 sf. • Also, connecting doors should be allowed between hotel rooms.

#	Section	Description of Change	Proposed Text
7	6.1.5.C.2.i	Establish a maximum unit size for short-term rental use. This change is intended to set a maximum unit size of 1,500 sf for an individual short-term rental (STR) unit. The purpose is to reverse the current trend of condominium projects with very large STRs units (2,000sf – 4,000sf) that mostly remain empty throughout the year, often incentivize larger buildings, and are inconsistent with our “lights on” downtown goals. Smaller STRs will not only promote active uses but will potentially offer lodging accommodations at a more reasonable price than much larger units. This size limitation only applies for STRs in the Lodging Overlay, it does not apply to STRs in residential zones as allowed under our new three STRs/year program.	Staff Recommendation: C. Short-term Rental Unit. 1. Definition. Short-term rental means the rental of all or a portion of a residential unit such that occupancy is limited to fewer than 30 consecutive days. [....] g. All BUPs for short-term rental use in a residential zone expire on December 31 annually. h. A property found to be in violation of any requirement in Section 6.1.5.C shall not be issued a BUP for a short-term rental unit for a minimum of five years. i. An individual short-term rental unit located in the Lodging Overlay shall not exceed 1,500 sf in habitable floor area. Two or more short-term rental units may not be connected in a way that results in a combined floor area that exceeds 1,500 square feet. Planning Commission Recommendation: Supports staff recommendation

Conditional Use Permit

8	2.2.11.E.8 2.2.12.E.8 2.2.14.E.8 2.2.15.E.8	Conditional Use Permit (CUP) for development of large sites - Downtown: This change adds a CUP process for development of any site that is 30,000 sf or larger (about four regular town lots) in the downtown area (CR-1, CR-2, DC-1, and DC-2 zones). While it relies on the existing CUP process for procedures and findings, it adds a more specific purpose statement and justification for mitigation measures to off-set adverse impacts and to set clearer expectations for landowners, the public, and Town officials. This CUP process would <u>NOT</u> apply in the highway corridor area. If Council wants to add a CUP in this area then a larger site size of 30,000 should likely be used as the trigger. Staff would recommend a threshold size of at least 1 acre, and possibly two acres.	Staff Recommendation: 8. Conditional Use Permit (CUP) Required. A CUP is required for all projects located on a proposed development site of 30,000 sf or greater in size in this zone. I. Purpose. The purpose of the CUP is to provide public and site-specific analysis of the on-site and off-site impacts of the proposed use(s) on traffic, environmental resources, historic resources, water quality, and other important Town resources. II. Procedure. The project shall follow all of the procedures and finding required in Section 8.4.3. III. Conditions. Conditions may be required to off-set identified adverse impacts of the proposed use(s) on resources protected under this CUP process, which may include on-site or off-site improvements. Same redline change added in CR-1, CR-2, DC-1, and DC-2 zones. Planning Commission Recommendation: - Supports staff recommendation except that instead of the proposed 30,000 sf site size CUP threshold for downtown, the threshold should be the same as the existing Sketch Plan threshold established in each of the four affected downtown zones. This would mean that a CUP would be required for projects ranging in size from 13,800 sf to 39,000 sf in habitable floor area would require a CUP. - In addition, the Commission recommends that a CUP be required for along the highway corridor (CR-3 zone), which would trigger at project of 19,500 sf of size or bigger.
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Maximum Façade Width

9	2.2.11.B.2 2.2.12.B.2 2.2.14.B.2 2.2.15.B.2	Maximum façade width along primary and secondary streets in Downtown: This standard creates a new limit on how wide a building can be along a street frontage in the downtown area CR-1, CR-2, DC-1, and DC-2 zones. 200’ is the equivalent of four regular town lots. This will prevent buildings from spanning the entire length of a block (town blocks are typically 300, 400, or 500 feet long). Corner Lots: An additional standard is added for corner lots because buildings on corner lots have a lot more visible frontage than buildings on interior block lots. The proposed 300’ limit is the total building frontage allowed on both streets of a corner lot.	Staff Recommendation: <table><tr><th>Street Façade</th><th colspan="2">Sec. 9.4.11.</th></tr><tr><td>Width of ground and 2nd story in primary street setback range</td><td></td><td>A</td></tr><tr><td>% of lot width (min)</td><td colspan="2">80%</td></tr><tr><td>Length from street corner (min)</td><td colspan="2">30'</td></tr><tr><td>Width of ground and 2nd story in secondary street setback range</td><td></td><td>B</td></tr><tr><td>% of lot width (min)</td><td colspan="2">40%</td></tr><tr><td>Length from street corner (min)</td><td colspan="2">30'</td></tr><tr><td>Maximum street façade width</td><td colspan="2">200'</td></tr><tr><td>Maximum combined street façade width (corner lot)</td><td colspan="2">300'</td></tr></table> Same redline change added in CR-1, CR-2, DC-1, and DC-2 zones. Planning Commission Recommendation: Supports staff recommendation	Street Façade	Sec. 9.4.11.		Width of ground and 2nd story in primary street setback range		A	% of lot width (min)	80%		Length from street corner (min)	30'		Width of ground and 2nd story in secondary street setback range		B	% of lot width (min)	40%		Length from street corner (min)	30'		Maximum street façade width	200'		Maximum combined street façade width (corner lot)	300'	
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10	2.2.13.B.2	Façade width along primary and secondary streets on highway corridor and South Park Loop Road (CR-3): This standard creates a new limit on how long a building can be along the highway corridor (West Broadway/Hwy 89/SPLR) in the CR-3 zone. However, the standard applies only when a building façade is located within a 100’ of the ROW of Hwy 89 ROW or SPLR. Building facades that are located farther back than 100’ would not have a limit on the façade width.	Staff Recommendation: <table><tr><th>Street Façade</th><th colspan="2">Sec. 9.4.11.</th></tr><tr><td>Width of ground and 2nd story in primary street setback range</td><td></td><td>A</td></tr><tr><td>% of lot width (min)</td><td colspan="2">50%</td></tr><tr><td>Length from street corner (min)</td><td colspan="2">n/a</td></tr><tr><td>Width of ground and 2nd story in secondary street setback range</td><td></td><td>B</td></tr><tr><td>% of lot width (min)</td><td colspan="2">50%</td></tr><tr><td>Length from street corner (min)</td><td colspan="2">n/a</td></tr><tr><td>Maximum street façade width (applies to buildings with any portion of facade within 100’ of ROW of Hwy 89 or South Park Loop Road.</td><td colspan="2">250'</td></tr><tr><td>Maximum combined street façade width (corner lot)</td><td colspan="2">400'</td></tr></table>	Street Façade	Sec. 9.4.11.		Width of ground and 2nd story in primary street setback range		A	% of lot width (min)	50%		Length from street corner (min)	n/a		Width of ground and 2nd story in secondary street setback range		B	% of lot width (min)	50%		Length from street corner (min)	n/a		Maximum street façade width (applies to buildings with any portion of facade within 100’ of ROW of Hwy 89 or South Park Loop Road.	250'		Maximum combined street façade width (corner lot)	400'	
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		Corner Lots: An additional standard is added for corner lots because buildings on corner lots have a lot more visible frontage than interior block lots. The proposed 400' limit is the total building frontage allowed on both streets of a corner lot.	Planning Commission Recommendation: • Supports staff recommendation
11	2.2.11.E.7 2.2.12.E.7 2.2.13.E.10 2.2.14.E.7 2.2.15.E.7	Definition of street façade width: This change clarifies what Town means by “street façade width” and clarifies that this standard applies to an individual building, not multiple buildings. It also allows for the possibility that a building may expand beyond the façade limit for portions of the building that are set back 75’ or more from the street.	Staff Recommendation: 7. Street façade width defined. The street façade is the linear width of an individual building’s street façade. It is measured as a straight line and does not include architectural variations in the individual building façade, including larger features such as courtyards. It is measured to a building depth of 75 feet, except on a corner lot where no depth limit applies. Planning Commission Recommendation: • Supports staff recommendation
2:1 Workforce Housing Bonus			
12	7.8.4.C	Exemptions for 2:1 Workforce Housing Bonus: This change deletes the existing LDR exemption from development thresholds for floor area added through the 2:1 bonus. This change will result in some larger projects going through a public hearing process (PC/TC review) rather than going straight to building permit. Also, by <u>NOT</u> adding “maximum individual building size” to the list of exempt standards, the result will be that all 2:1 floor area would be subject to the maximum building size limits (e.g., 40,000 sf / 50,000 sf) as directed by Council.	Staff Recommendation: C. Exemptions. Floor area meeting the applicability standards of this section is exempt from calculation of the following standards but is still subject to all other applicable standards of these LDRs. 1. Maximum Floor Area Ratio (FAR) 2. —Thresholds for physical development permits 3. Affordable workforce housing required by Division 6.3. 4. Limit on 20 percent expansion of a nonconforming physical development. Planning Commission Recommendation: • Supports staff recommendation

13	7.8.4.D	Location of 2:1 floor area: This new provision clarifies and requires that all floor area – both market units and deed restricted units – added through the 2:1 bonus must be located on the same site. This will prevent, for example, deed restricted units from being located off-site while the market units are located on the primary site.	Staff Recommendation: D. Location. All restricted and unrestricted floor area shall be located on the same, primary site. Planning Commission Recommendation: • Supports staff recommendation
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Design Guidelines

14

Design Guidelines. A variety of changes are proposed to the Design Guidelines to address the scale and character of larger buildings that will work in tandem with the proposed LDR changes. While the LDRs will control the size of buildings, the Design Guidelines will focus on the appearance, quality, and feel of buildings. These changes were developed by the Design Review Committee (DRC) with staff assistance.

The proposed changes do not add any requirements but rather clarify and strengthen existing guidelines to give the DRC greater leverage to ensure that large buildings meet both the spirit and letter of the guidelines.

The goal is to provide landowners and designers more clarity on what the Town expects and considers good design so that higher-quality projects will be submitted and hopefully take less time to review.

Staff Recommendation:

Please see the attached redline version of the Design Guidelines for the specific proposed changes. However, for reference, below is a summary of the direction provided by the Council that guided the proposed redline changes.

- **Large individual buildings:** Add direction that the larger the building the larger the required architectural changes will need to be (e.g., roof changes, additive and subtractive elements, etc.). Higher design standards will apply to larger buildings to address mass and scale.
- **Multiple adjacent buildings:** Add text that adjacent buildings cannot look the same (cannot repeat same design) and then provide guidance on factors to make buildings different (materials, windows, roofs, general design, etc.).
- **Neighborhood Context:** Add text that clarifies that building design must better address neighborhood location/context.
- **Exterior Materials:** Clarify that exterior materials need to have integrity, be authentic, and not mimic other materials (e.g., vinyl that imitates wood).

Planning Commission Recommendation:

- Supports staff recommendation
- The Commission also wanted to recommend to the Council that the Design Guidelines are in urgent need of a comprehensive update soon after the moratorium changes are adopted.

TOWN OF JACKSON

Design Guidelines

August, 2004

Town Design Guidelines.

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Town Design Guidelines.

Introduction



Town of Jackson
Design Guidelines

Vision Statement

*The guiding vision for the Town of Jackson is to create a vibrant urban village to improve the quality of life and physical environment for both residents and visitors alike. The emphasis is on encouraging development that is economically, socially and ecologically sustainable. This concept includes a variety of land uses in the Town where citizens live and work. Future development should consider the ~~regional~~ **unique** vernacular of **Jackson Hole** ~~the Intermountain West~~, including our authentic historic, cultural, and placemaking features, while inspiring innovative design and creativity that emphasizes a positive pedestrian experience. This will become a reality when the entire community - including government, the private sector, social service groups and special interest groups - agree to positively impact the Town through cooperation, collaboration and partnership.*

Guidelines - Intent

The design guidelines were created to realize the Town's vision statement.

The intent of the guidelines is to direct the physical development of the Town through building design and land planning.

These guidelines will act as a tool to coordinate various public and private development proposals and measure how they will further advance the Town's vision.

The focus of these guidelines will be on the relationships between private and public spaces, composition, massing, street walls and building materials.

Town Design Guidelines.

Introduction



**Town of Jackson
Design Guidelines**

Scope

The purpose of the following guidelines is not to attempt to solve the continuous debate over architectural style, but instead is an attempt to qualify fundamental design principles essential to creating a vibrant Town. The consensus of the public workshops and sentiment of the design group preparing these guidelines is that individual architectural style and approach should not be prescribed, but rather encouraged within the fundamental principles described in the following design guidelines.

The proposed design guidelines are presented as an aid to property owners, business leaders and designers who wish to make improvements to property in the Town. The design guidelines found here offer fundamental guidance that will help enhance the quality and strengthen the visual continuity in the Town. Their purpose is to stimulate creative design solutions for individual properties while promoting a sense of cohesiveness among the entire Town.

Town Design Guidelines.

Introduction

Applicability



All development applications utilizing Division 4500. Nonresidential Standards of the Town's Land Development Regulations shall be required to comply with the following guidelines.

A Design Review Committee has been established to evaluate development applications and to advise and provide technical assistance to the Planning Director, Planning and Zoning Commission/Board of Adjustment and Town Council regarding compliance with these design guidelines. Procedures and requirements for establishment and conduct of the Committee have been set forth in Section 5070. Design Review Committee of the Town's Land Development Regulations.

Town Design Guidelines.

A. Public Space



**Town of Jackson
Design Guidelines**

Introduction

Public Space is a critical component in the future growth and development of the Town of Jackson. As the Town becomes a more densely built environment, there is a greater need for a symbiotic relationship between buildings and open space.

Public space should be usable and diverse in size and function, ranging from covered boardwalks to pocket parks. Development of these spaces should strive to enhance the experience of existing natural resources and complete a network of clear circulation links throughout town.

Effective public space will create a more diverse and enjoyable pedestrian experience throughout the Town, ultimately benefiting both residents and visitors.

Guidelines

1. Use

Public space shall be usable. Public space should be considered as a vital component of every development. It is important to treat the un-built portion of a site as designed, functioning space. Consider all appropriate uses for public space as it relates to:

A. Human scale - develop public space that is desirable and comfortable to inhabit. Use trees, canopies or other building elements to break the perceived height of adjacent façades to create a more human scale.

B. Relationships - public space should engage the interior of a building and relate to the adjacent building's function and use.

C. Detail - details of lighting, signage, benches, paving, planting, canopies, etc. should relate to the overall function of the space.

Town Design Guidelines.

A. Public Space



**Town of Jackson
Design Guidelines**

Guidelines

2. Location

Locating public space appropriately on site ensures that the space is comfortable and therefore functional. When locating public space consider:

A. Seasonal adaptability - public space should be protected from full exposure to the sun, snow, wind and rain where possible. Orient public spaces to take advantage of daylight.

B. Transition - create habitable spaces that provide a transition between buildings and the adjacent streets and alleys.

C. Entry - Points of entry into a building should be clear and engaging to the pedestrian.

Guidelines

3. Connections

Throughout the Town, public space shall act as a connector for the pedestrian experience whenever possible.

A. Consider how the proposed development connects with both the street and other development on the same block.

B. Consider how the proposed development makes connections with the overall Town open space, and pathways systems, **significant topographical features**, and Cache and Flat Creeks.

Town Design Guidelines.

A. Public Space

Guidelines

Criteria



4. Scale & Variety

The proposed development should provide public space that is suitable to the scale and function of the development. The open space portion of the proposed development should be considered in the context of increasing the variety of sizes, types and locations of open space throughout the Town.

5. Screening

Screening - Whenever possible, use landscaping or architectural elements to buffer the pedestrian from automobiles, utilities, and parking lots.

Edges - Use trees, architectural walls, benches, etc. to create edges for public space. Clearly define the space without making it isolated or confined.

·The project has demonstrated that the proposed public space is usable and desirable to inhabit.

·The project's developed public space will be engaging and in scale with the pedestrian.

·The design of the proposed public space(s) has integrated the following:

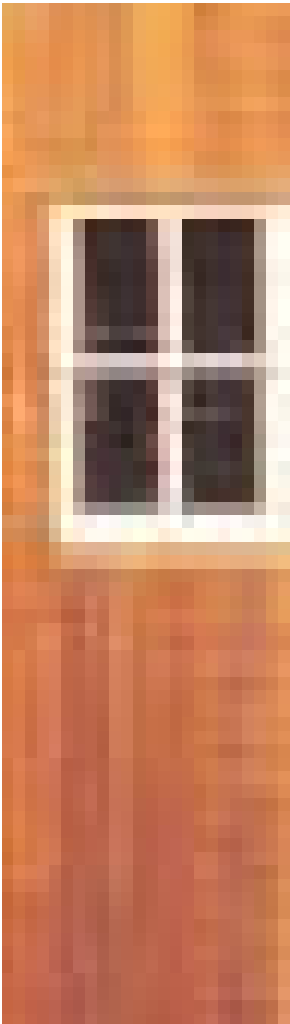
- Orientation/day-lighting.
- Screening the users from parking, utilities, and garbage facilities.

Town Design Guidelines.

B. Composition

Introduction

Guidelines



Town of Jackson
Design Guidelines

This guideline addresses the elemental design tools of composition, proportion, and rhythm. These are important tools for achieving a balance between unity and complexity in design.

Composition is defined as the organization of parts of a project to achieve a unified whole.

Proportion is the relation of one part to another or to the whole.

Rhythm is a vocabulary of regular and repetitive elements or the relative variation of such elements.

These tools may be used to overcome the limitations of architectural style to achieve buildings that are timeless visual assets to the downtown. Each tool can be applied to the materials, surfaces and massing of a building to provoke visual interest, indicate the building's use and create an appropriate human scale. Using these tools, the balance achieved in the design should connect the proposed development to its context.

1. Consider composition, proportion and rhythm of the materials, surfaces and massing of all building elevations to promote visual interest at the scale of both the automobile and the pedestrian.

2. Use composition, proportion and rhythm of the materials, surfaces and massing to create a sense of entry and a sense of place.

3. To the degree possible, utilize composition, proportion and rhythm to address adjacent buildings. When multiple adjacent buildings are proposed in a project, the composition, proportion, and rhythm of all buildings shall be diversified and not overly repetitive, but done so in a complementary manner.

Criteria

The project has successfully applied the design elements of composition, proportion and rhythm in the proposed materials, surfaces and massing.

Town Design Guidelines.

C. Massing

Introduction

A building's mass is defined by its component parts, including the size of its footprint and number of stories. Building mass is also determined by building form, roof shape, and orientation.

A building's form can be a simple rectangular box or a more complex combination of volumes.

Massing refers to the size of buildings and how they meet the street. Consequently, massing affects the experience of pedestrians. The way in which a particular building 'meets the street' can produce an exciting and vital experience for the person on the street: it is not overbearing, rather it is engaging and stimulating. To ensure this experience, building massing should address the relationship between the size of the proposed building and the scale of the pedestrian.

Appropriate massing will also create a gentle transition between adjacent zoning areas with no abrupt changes in height or mass of adjacent structures.

The Town of Jackson has a 'sawtooth' profile of building heights that is a product of the historic building pattern, especially along the Town Square. The gaps that exist in the historic sawtooth profile provide opportunities to insert new buildings which are compatible in both scale and material, yet are distinguishable from the historic vernacular. Reaching a balance between old and new is the goal of the Design Guidelines, requiring the retention of the sawtooth profile while encouraging compatible new buildings which respect Jackson's urban fabric.

Town Design Guidelines.

C. Massing

Guidelines

1. Mass & Height:

The architectural form of development should have a human-scale, pedestrian orientation; the height of buildings should not overwhelm people walking in the vicinity of the buildings, therefore;

A. Canopies should be utilized over sidewalks or property lines to give buildings a human scale. (This should work in concert with guideline 2, **Additive & Subtractive Massing.**)

Town Design Guidelines.

C. Massing

Guidelines

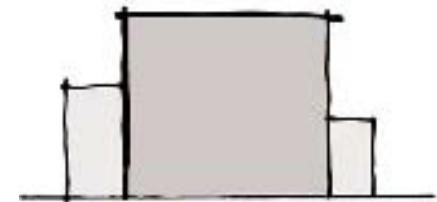
Guidelines

2. Additive and Subtractive Massing:

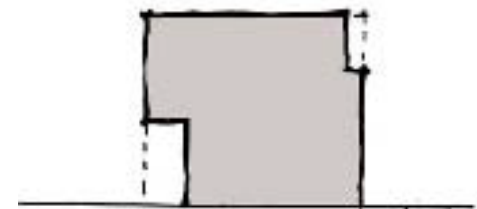
Both additive and subtractive massing approaches are encouraged to reduce the visual impact of large building masses. The additive massing approach increases the size of the building by linking smaller, compatible elements in a way that allows them to remain visible as separate pieces after they are put together. A simple building with additions is an example. The subtractive massing approach is to take a building as a large mass, and then reduce it by taking parts of it away, in a logical manner. This approach is especially useful when buildings are built on the property line. Larger buildings will likely be required to make larger-scale additions and subtractions than smaller buildings in order to achieve the intent of these guidelines.

A. Utilize both additive and subtractive massing, including sky plane techniques to reduce the visual impact of building masses. Balconies that partially step into the building and partially cantilever out away from the building face achieve this.

B. Architectural features on the second story and above may protrude into the public right-of-way a maximum of five (5) feet.



additive



subtractive

Town Design Guidelines.

C. Massing

Guidelines

3. Volume complexity

*Large building masses should be achieved by linking a series of smaller masses. The result should be a building which can be seen as a group of related structures, rather than one large element. In the case of a project which covers multiple adjacent lots **or proposes multiple buildings on the same development site**, density can be achieved in a positive way if the buildings themselves are designed with **significant variation in a certain amount of** volume complexity, to avoid a large, monolithic **and monotonous** structure **or monolithic design across multiple structures**.*

A. Avoid large monolithic **and monotonous** buildings. Translate the building program into **multiple, separate buildings (attached or detached) or** a building complex, whose exterior reflects the interior uses and functions. **For large buildings**~~At higher densities~~, a single building can be treated as a building complex **with multiple different but related façade treatments** if its important parts (e.g. entries, windows, roof lines, etc.) and uses are authentically reflected in the external design variations. ~~picked out and made identifiable while still part of one three-dimensional fabric.~~

B. Projects that contain multiple lots **or a large development site** shall pay close attention to breaking up the vertical facade into a pattern typical of single **or double** lot development, **unless the applicant can demonstrate that a unified façade design fits better with the context of the block or neighborhood and achieves superior design.**

Guidelines

4. Roofs

Jackson will be comprised of linked building elements of one, two, and three stories. The roof types will either be parapet, flat, sloping or barrel vault roofs. Flat and parapet roofs are particularly appropriate at the edges of the site because they avoid some of the serious engineering and safety problems associated with snow sliding onto the public right-of-way.

A. A project should ensure that roofs are designed so that no snow or rain is deposited onto adjacent public or private walking surfaces.

Criteria

The mass, height, volume complexity and arrangement of building components of the proposed development enhances the streetscape within the context of the Town, while creating a comfortable experience for the pedestrian and mitigating adverse effects on the adjoining properties.

Town Design Guidelines.

D. Street Wall

Introduction

Street walls result when buildings are constructed to or near the front and side property lines of a site. This pattern of development - typical of the properties surrounding the Town Square - creates a strong edge that defines the sidewalk and street. Avoiding breaks (e.g. parking lots and low-intensity development) will further enhance the character and strengthen the identity of the Town.

The goal of street walls in the ~~Town district~~ **downtown area** is to continue the connected network of comfortable and inviting pedestrian paths that form the transition between the street and adjacent buildings.

Guidelines

- 1. The project should generally be built to the property lines at the sides and along the street frontage.*
- 2. There should be no voids in the street wall except for the circumstances described in these guidelines, below.*
- 3. It is appropriate to open up the street wall for a portion of the frontage ~~as necessary~~ to create areas of **semi-public open space, landscape and pedestrian amenities**, identify entrances and make pedestrian connections.*
- 4. At the corner, it is appropriate to step back the street wall to create comfortable pedestrian areas.*
- 5. Vehicle entrances to underground or rear parking areas may be acceptable but should be minimized to avoid conflicts with pedestrians.*

Town Design Guidelines.

D. Street Wall

Criteria

The project clearly defines the public space adjacent to the sidewalk and/or street.

The scale of the street wall appropriately addresses the pedestrian.

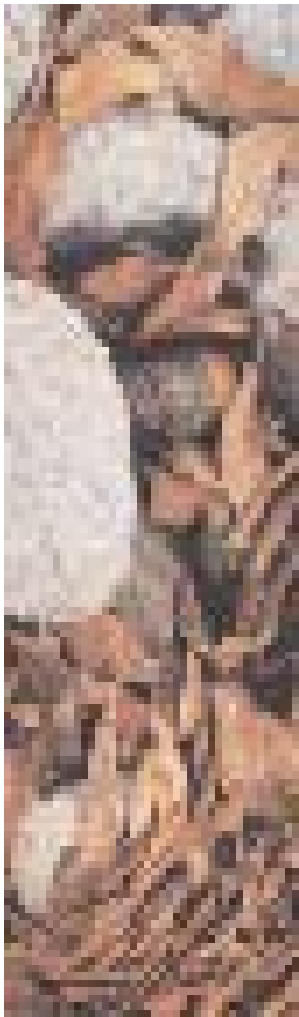
The proposed development minimizes voids in the street wall, and where voids exist, they serve to create a better pedestrian realm.



Town Design Guidelines.

E. Materials

Introduction



**Town of Jackson
Design Guidelines**

The Jackson building tradition may be said to be one of opportunity. Historically, material choices have been made based on the availability of materials. This has created a rich tradition of using building materials that reflect the region in which we live. New construction should seek a fit within this regional context.

Exterior materials function as the outer layer of the building envelope and may also serve a structural function. Issues such as weather protection, durability, and maintenance affect the functional aspect of visible exterior materials. These, in turn, affect the long-term performance of the building and its impact on the environment.

The objective of the Design Guidelines for materials is to allow flexibility in the choice and applications of exterior materials. Project approval will be based on how the proposal integrates with the surrounding local context. Innovation, creative design and new technologies can improve and enhance the immediate surroundings, while expanding the varied and authentic palette of building materials used in the Town of Jackson.

A creative and rigorous approach to the selection and application of building materials will generate a more vibrant appearance to the Town and an inviting environment for pedestrians. This benefits Jackson's building tradition and will strengthen the strong sense of place found in our downtown core and throughout the Town.

To achieve this, the guidelines intend to address the following:

Material selection should take into account the historical vernacular of the Town and surrounding area as well as the unique natural context of the valley.

Material application should take into account multiple views of the building.

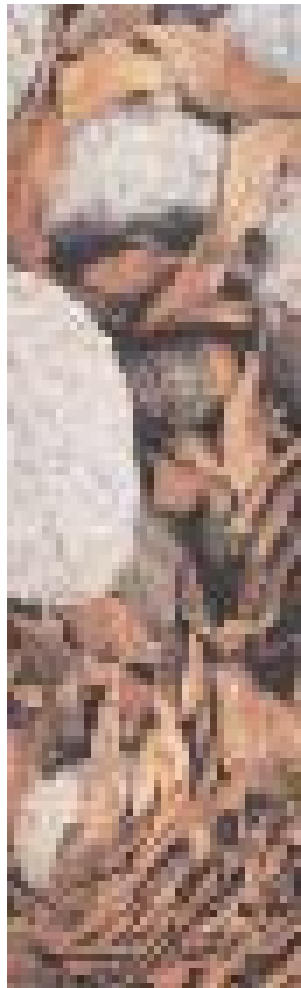
Transparency, visual interest, and scale should be considered at the pedestrian/street level.

Durability and maintenance should be a consideration in material selection.

Town Design Guidelines.

E. Materials

Guidelines



Town of Jackson
Design Guidelines

1. Application of Materials

These guidelines strongly encourage applicants to consider the inherent nature of materials and their appropriate application.

A. Application of materials is at least as important as the materials themselves. Lack of attention to how materials are used can lead to concerns, including, but not limited to, how a material or a surface begins and ends (termination), how a switch from one material to another occurs (transition), and viewing the building as a whole or from many angles (continuity).

Paying attention to which materials and their structural application are selected for vertical supporting elements (compressive), spanning over openings (tensile), or creating building planes such as walls (infilling) will lead to appropriate materials used in believable situations. **Projects with material application that do not closely adhere to the above guidelines may not be approved without revisions.**

Guidelines

2. Materials Selection

Applicants must consider the regional, local, and immediate context (including existing buildings) the natural environment, and the local culture when selecting exterior materials and components.

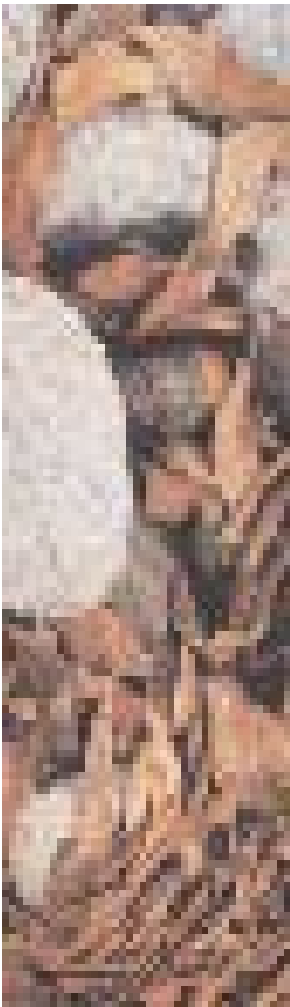
These guidelines strongly encourage designers to consider how the materials selected for a building will relate to the immediate surroundings.

To support the continued development of unique architecture, these guidelines do not specifically restrict the use of any materials **but they may restrict where certain materials may be used. For example, street-facing facades that are highly visible and accessible to the public shall not use materials that are of poor quality or an inauthentic facsimile of another material.** Review of proposed materials will consider the positive and negative impacts on the surrounding buildings, natural environment and culture. Proposed materials will be evaluated on this basis.

Town Design Guidelines.

E. Materials

Criteria



The proposed materials are appropriate based on the surrounding context, both built and natural. The proposed materials will be durable and maintainable over time.

The material application of the proposed project has successfully addressed the following:

- Multiple views of the structure.
- How structural materials are represented.
- How major building walls and planes are treated.

Town Design Guidelines.

Submission Requirements

Submission Requirements

Applications shall contain the information described below for the review of the project to determine compliance with the Town's Design Guidelines, unless a waiver of said requirements (or portions thereof) is granted by the Planning Director for good cause shown. The Planning Director shall ensure that only pertinent information is required from the applicant, commensurate with the magnitude of the project.

Building Permit - Design Review

All applications shall include the following information to be reviewed by the Design Review Committee prior to submission of a building permit:

- 1. Drawings of all building elevations accurately showing the colors of the proposed structure, including adjacent context, and initial material types. Minimum 1/4 scale.*
- 2. Material samples or reasonable, clear photographs or representations of all final material selections.*

3. A concept statement that clearly describes the intended use(s) and architectural theme of the overall project and a detailed description of how each design guideline has been addressed by the proposed project.

4. A figure/ground diagram at an appropriate scale that illustrates all structures within a 1 block radius of the proposed project.

5. A transverse street cross-section that extends a half block in each direction of the project. The submission must include the entire block the project is situated on. For sections, line drawings or mass void sections are appropriate; please include scale figures and vehicles on all drawings. Minimum 1/8 scale.

6. A longitudinal street elevation that extends half a block in each direction of the project. The submission must include the entire block the project is situated on. For elevations, line drawings are appropriate; please include scale figures and vehicles on all drawings. Minimum 1/8 scale.

7. A site plan clearly indicating the location, detail (lighting, benches, signage), and size of public space(s).

Town Design Guidelines.

Submission Requirements

8. A character sketch in elevation, axonometric, or perspective drawing, conveying the intended character of the major public space from a pedestrian perspective.

Sketch Plan - Design Review

All applications shall include the following for review by the Design Review committee as part of all Sketch Plan applications:

1. Drawings of all building elevations, including adjacent context, and initial material types. Minimum 1/4 scale.

2. A concept statement that clearly describes the intended use(s) and architectural theme of the overall project and a detailed description of how each design guideline has been addressed by the proposed project.

3. A figure/ground diagram at an appropriate scale that illustrates all structures within a 1-block radius of the proposed project.

4. A transverse street cross-section that extends a half block in each direction of the project. The submission must include the entire block the project is situated on. For sections, line drawings or mass void sections are appropriate; please include scale figures and vehicles on all drawings. Minimum 1/8 scale.

5. A longitudinal street elevation that extends half a block in each direction of the project. The submission must include the entire block the project is situated on. For elevations, line drawings are appropriate; please include scale figures and vehicles on all drawings. Minimum 1/8 scale.

6. A site plan clearly indicating the location, detail (lighting, benches, signage), and size of public space(s).

7. A character sketch in elevation, axonometric, or perspective drawing, conveying the intended character of the major public space from a pedestrian perspective.

Town Design Guidelines.

Submission Requirements

Final Development Plan - Design Review

All applications shall include the following for review by the Design Review committee as part of all Final Development Plan applications:

1. Drawings of all building elevations, including adjacent context, and initial material types.

Minimum 1/4 scale.

2. A concept statement that clearly describes the intended use(s) and architectural theme of the overall project and a detailed description of how each design guideline has been addressed by the proposed project.

3. A figure/ground diagram at an appropriate scale that illustrates all structures within a 1 block radius of the proposed project.

4. A transverse street cross-section that extends a half block in each direction of the project. The submission must include the entire block the project is situated on. For sections, line drawings or mass void sections are appropriate; please include scale figures and vehicles on all drawings. Minimum 1/8 scale.

5. A longitudinal street elevation that extends half a block in each direction of the project. The submission must include the entire block the project is situated on. For elevations, line drawings are appropriate; please include scale figures and vehicles on all drawings. Minimum 1/8 scale.

6. A site plan clearly indicating the location, detail (lighting, benches, signage), and size of public space(s) 7. A character sketch in elevation, axonometric, or perspective drawing, conveying the intended character of the major public space from a pedestrian perspective.

8. A three-dimensional massing study using either a massing model (a scale of 1" = 20' is appropriate) or drawings showing three-dimensional perspectives and/or sections and elevations. The study shall show the proposed development in the context of neighboring buildings and/or potential development allowed by the underlying zoning district. At a minimum, the study should show the immediately adjacent buildings preferably the entire block.

Town Design Guidelines.

Design Review Criteria

Design Review Criteria

Recommendations for Design Review or Final Development Plan shall be dependent upon criteria that the proposed project complies with the Town's Design Guidelines established as part of these Land Development Regulations. The Staff, Design Review Committee, Planning and Zoning Commission and Town Council may also attach any conditions deemed appropriate, to ensure compliance with the following criteria:

Public Space

The project has demonstrated that the proposed public space is usable and desirable to inhabit.

The project's developed public space will be engaging and in scale with the pedestrian.

The design of the proposed public space(s) has integrated the following:

- Orientation/day-lighting.
- Screening the users from parking, utilities, and garbage facilities.

Composition

The project has successfully applied the design elements of composition, proportion and rhythm in the proposed materials, surfaces and massing.

Massing

The mass, height, volume complexity and arrangement of building components of the proposed development enhances the streetscape within the context of the Town, while creating a comfortable experience for the pedestrian and mitigating adverse effects on the adjoining properties.

Street Walls

The project clearly defines the public space adjacent to the sidewalk and/or street.

The scale of the street wall appropriately addresses the pedestrian.

The proposed development minimizes voids in the street wall, and where voids exist they serve to create a better pedestrian realm.

Town Design Guidelines.

Design Review Criteria

Materials

The proposed materials are appropriate based on the surrounding context, both built and natural. The proposed materials will be durable and maintainable over time.

The material application of the proposed project has successfully addressed the following:

- Multiple views of the structure.
- How structural materials are represented
- How major building walls and planes are treated.

From: [Amy Kuszak](#)
To: [Hailey Morton Levinson](#); [Arne Jorgensen](#); [Jessica Chambers](#); [Jim Rooks](#); [Jonathan Schechter](#)
Cc: [Paul Anthony](#); [Clare Stumpf](#); geoff.gottlieb@ewmglobal.com; shannon@riverwindfoundation.org; danh@protectourwaterjh.org; [Margie Lynch](#); [Jenny Fitzgerald](#)
Subject: Town Moratorium Amendment Process
Date: Friday, August 23, 2024 11:59:40 AM



~~~~~ *Please forward to the Planning Commission* ~~~~~

Dear Mayor Morton Levinson, Town Councilors and Planning Commissioners,

Calling for the moratorium on large buildings was the right and responsible decision for our community, thank you. We learned from the Mogul Capital application that the community is concerned not only with the footprint of large developments but is even more concerned with the secondary community impacts from large developments, like impacts on traffic, the environment, employee housing needs and climate.

We are writing to you today to express our concern with the pace, and limited public notice and community participation in the amendment process. Calling for the moratorium was the first step and the right step.

The next step is to address all impacts of large developments, not just the easiest and fastest to address. Please slow the process down and allow time for community participation and full analysis of the community impacts that are bigger than just floor area and facade length.

We are appreciative of the open communication we have had with Director Anthony and the work that he has managed to get done in a very short period of time. He has informed us that the LDR redline will be available to the Planning Commission and the public on Friday or Monday for a Wednesday Planning Commission meeting. This expedited schedule effectively skirts the public participation process. The community that called for this moratorium would like a real opportunity to provide input in this critical process.

We ask you to postpone the Planning Commission meeting on this matter, and more importantly, to slow the entire moratorium process to address the bigger community concerns.

We hope that our concerns are considered as this process moves forward.

Best,

Amy Kuszak, Jackson Hole Conservation Alliance

Dan Heilig, Protect Our Waters Jackson Hole

Shannon Shuptrine, Riverwind Foundation

Margie Lynch, JH Climate Collective

Geoff Gottlieb, Responsible Growth Coalition

Clare Stumpf, Shelter JH

# STAFF REPORT



|                               |                                                      |                        |                                |
|-------------------------------|------------------------------------------------------|------------------------|--------------------------------|
| <b>Meeting Date:</b>          | October 7, 2024                                      | <b>Meeting Title:</b>  | Town Council Regular - Consent |
| <b>Submitting Department:</b> | Legal                                                | <b>Presenter:</b>      | Lea Colasuonno                 |
| <b>Agenda Item:</b>           | Four-Month Extension CenturyLink Franchise Agreement | <b>Public Comment:</b> | Yes                            |

## **Purpose & Policy Considerations.**

The purpose of this item is for Council to review and consider third reading of a four-month extension of the current franchise agreement between the Town and CenturyLink.

## **Requested Action.**

Staff requests Council review and consider the ordinance extending the franchise agreement between the Town and CenturyLink for a four-month period attached to this staff report.

## **Recommendations.**

Staff recommends Council approve the ordinance extending the franchise at third reading.

## **Background.**

The Town and CenturyLink last entered into a franchise, pursuant to which CenturyLink provides telecommunications services to residents and businesses within the Town, in 2019. The term of the franchise was four years, or until December 31, 2023, after which time the franchise became a “holdover” franchise on a month-to-month basis through June 30, 2024. If a new franchise is not entered by June 30, 2024, or an extension granted, then general principles of law control with respect to termination of the franchise.

In accordance with the provisions of the existing franchise, the Town Attorney contacted CenturyLink in May of 2023 to enter “good faith negotiations regarding renewal of the franchise.” The parties are still in negotiations at this time.

In May, the Council authorized a three-month extension, however, a few, final details remain to be worked out and the parties seek one more extension.

On September 9, 2024, Council approved first reading of the ordinance, and, on September 16, 2024 approved it at second reading.

## **Analysis & Key Policy Questions.**

Key policy questions were considered and addressed on September 9, 2024.

## **Possible Alternatives.**

Council may elect to reject the extension, thus terminating the franchise, and direct the Town Attorney to provide options for next steps with respect to CenturyLink.

## **Comprehensive Plan & Priority Alignment.**

This item aligns with Section 8, quality service delivery to the public, as reliable and quality communications infrastructure is critical to, not only economic health, but general health, safety, and welfare of residents and visitors alike.

## **Fiscal Impact.**

The fiscal impact of this item is neutral, CenturyLink will continue to pay the agreed-upon franchise fee in the 2019 Agreement during the extension period. The fee is \$25,000 per year, paid in quarterly installments.

**Staff Impact.**

The staff impact of this item has been focused in the Legal Department, estimated at 30 hours, and Public Works and Administration, estimated at a combined 12 hours.

**Attachments or Links.**

Ordinance N.

**Suggested Motion.**

I move to approve Ordinance N, an ordinance granting a four-month extension of the current CenturyLink Franchise, on third reading and designate it 1392.

## **ORDINANCE 1392**

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

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

### **SECTION I.**

WHEREAS, the Franchise previously granted to Qwest Corporation dba CenturyLink QC ("Grantee") for the purpose of providing Telecommunication Services to the Town of Jackson, Wyoming ("Franchising Authority"), will expire on September 30, 2024. This Amendment extends the current Franchise Agreement for an additional four (4) months, extending the Franchise by its terms through January 31, 2025. The Parties are willing to be bound by the terms and conditions of this Amendment.

WHEREAS, the extension will not constitute a waiver or compromise of any right or claim either party may have under the current Franchise or applicable law as of the effective date of this Amendment, and during the remaining Franchise term.

### **SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

### **SECTION III.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

### **SECTION IV.**

This ordinance shall become effective after its passage, approval, and publication.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

## TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

### ATTESTATION OF TOWN CLERK

[illegible]

I hereby certify that the foregoing Ordinance \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_ day of \_\_\_\_, 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

**IN WITNESS WHEREOF**, the parties hereto have entered into this Franchise Extension Agreement on \_\_\_\_\_, \_\_\_\_\_.

Town of Jackson, WY

Quest Corporation, d/b/a CenturyLink QC, Grantee

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Riley Taylor, Town Clerk

# STAFF REPORT



|                               |                                 |                        |                |
|-------------------------------|---------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | October 7, 2024                 | <b>Meeting Title:</b>  | Regular        |
| <b>Submitting Department:</b> | Legal                           | <b>Presenter:</b>      | Lea Colasuonno |
| <b>Agenda Item:</b>           | Ordinance Annexing Garaman Park | <b>Public Comment:</b> | Yes            |

## Purpose & Policy Considerations.

The purpose of this item is for Council to consider an ordinance annexing Garaman Park into the Town.

## Requested Action.

Staff requests Council review and considering moving to approve Ordinance O, an ordinance annexing Garaman Park into the Town, on first reading.

## Recommendations.

Staff requests Council move to approve Ordinance O, an ordinance annexing Garaman Park into the Town, on first reading.

## Background.

Garaman Park is solely owned by the Town and lies adjacent to the Town, yet it is *outside* the Town's corporate limits as illustrated by the yellow highlighted parcel in the map below. As a result, **first**, the Town Code does not apply in Garaman Park (though the public often believe it does), and **second**, law enforcement responsibility formally lies with the Sheriff, often confusing those calling for services.



The Chief of Police and the Teton County Sheriff's Office have both requested that Garaman Park be annexed into the Town, thus the presentation of this item to Council to consider initiating an annexation pursuant to Wyo. Stat. § 15-1-404.

On September 9, 2024 Council moved to initiate annexation proceedings to annex Russ Garaman Park into the Town pursuant to Wyo. Stat. §15-1-404, certified compliance of the area with Wyo. Stat. §15-1-402, and directed staff to proceed with annexation.

## Analysis & Key Policy Questions.

Analysis and policy questions were resolved at the September 9, 2024 meeting.

**Possible Alternatives.**

Council could elect not to annex Garaman Park.

**Comprehensive Plan & Priority Alignment.**

This item ensures responsible growth management, Common Value 2, and maintains the quality of life of residents, Common Value 3.

**Fiscal Impact.**

There is no significant fiscal impact to this item since Garaman Park is already owned by the Town and managed and maintained by the joint Parks and Recreation Department. The Jackson Police Department does find it is appropriate that the Town Code applies in Garaman Park, but does not anticipate appreciable cost increases when that occurs.

**Attachments or Links.**

Ordinance O

**Suggested Motion.**

I move to approve ordinance O on first reading.

## ORDINANCE O

AN ORDINANCE ANNEXING RUSS GARAMAN PARK TO THE TOWN OF JACKSON, TETON COUNTY, WYOMING; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFYING IT AS A PART OF THE PUBLIC / SEMI-PUBLIC ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

### SECTION I.

The Town of Jackson hereby finds as follows:

- a. That area to be annexed is Russ Garaman Park, which is solely owned by the Town of Jackson;
- b. The Town Council of the Town of Jackson initiated proceedings to annex Russ Garaman Park to the corporate limits of the Town of Jackson and to make it a part thereof;
- c. That a legal description and an accurate map and survey of Russ Garaman Park were prepared by Patrick W. Gilroy, a Professional Land Surveyor, licensed in the State of Wyoming, and are attached hereto and incorporated herein as *Exhibit A* and *Exhibit B*;
- d. That the required procedures for an annexation have been met, and that, pursuant to W.S. § 15-1-407, the Town of Jackson is authorized to annex this area without notice or a public hearing as provided in W.S. § 15-1-405 and without preparing an annexation report or providing the estimates required by W.S. § 15-1-402(c) and (e) and § 15-1-404(a)(ii)(C) and (D) since Russ Garaman Park is solely owned by the Town of Jackson; and
- e. That the conditions required by W.S. § 15-1-402 for the annexation of Russ Garaman Park exist in that:
  - a. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and the Town of Jackson;
  - b. The annexation of the area constitutes a natural, geographical, economical, and social part of the Town of Jackson;
  - c. The area is a logical and feasible addition to the Town of Jackson and the extension of basic and other services customarily available to residents of the Town of Jackson will, within reason, be available to the area;
  - d. The area is contiguous with and adjacent to the Town of Jackson, and the area meets the requirements of W.S. § 15-1-407;
  - e. The Town of Jackson does not own or operate its own electrical utility, and, as such, the Town Council is prepared to issue franchises, or amend current franchises, as necessary to serve the area pursuant to W.S. §15-1-410; and
  - f. The Town of Jackson may annex the area pursuant to W.S. § 15-4-407 without notice or a public hearing as required by W.S. § 15-1-405 and without preparing an annexation report since the Town of Jackson is the sole owner of the area. Nonetheless, the Town of Jackson, not less than twenty (20) business days prior to the hearing to consider the initiation of the annexation at a Regular Town Council Meeting on September 9, 2024, sent by certified mail to all affected public utilities within the area and by first class mail to any persons owning property that is adjacent to or within three hundred (300) feet of the area notice of the time, date, and location of the hearing and a summary of the proposed annexation.

**SECTION II.**

That all the real property described in Exhibit A as Russ Garaman Park is hereby annexed to the Town of Jackson, Teton County, Wyoming, and shall become a part thereof.

**SECTION III.**

Upon this Ordinance taking effect, the corporate limits of the Town of Jackson and boundary lines thereof shall show and include the real property described in Exhibit A as Russ Garaman Park as being within the Town of Jackson.

**SECTION VI.**

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A as Russ Garaman Park in the Public / Semi-Public zoning district. If subject to the scenic resources overlay and/or natural resources overlay designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

**SECTION V.**

The Clerk of the Town of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming.

**SECTION VI.**

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED, APPROVED, AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TOWN OF JACKSON

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

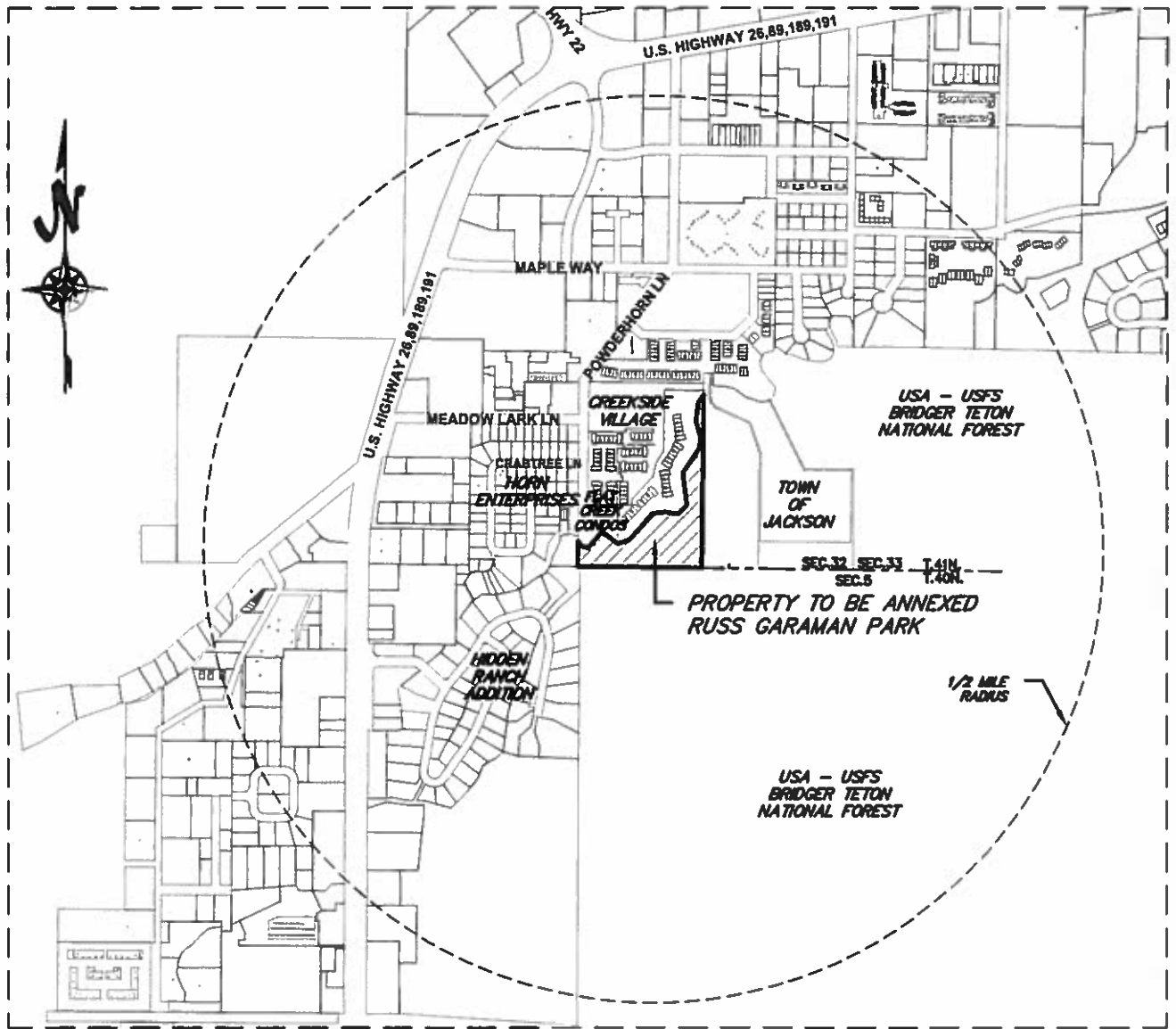
ATTESTATION OF TOWN CLERK

STATE OF WYOMING                    )  
                                                  ) ss.  
COUNTY OF TETON                    )

I hereby certify that the foregoing Ordinance No. \_\_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_ day of \_\_\_\_\_, 2024. I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_ in Book \_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_

Riley Taylor, Town Clerk



SCALE: 1" = 1000'



**HARMONY**  
DESIGN & ENGINEERING

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PROJ. NO.: 24074\_TOJ-ANNEX; Date: August 20, 2024

**EXHIBIT A**  
**TOWN OF JACKSON**  
**RUSS GARAMAN PARK ANNEXATION**  
**LOCATED WITHIN**  
**SECTION 32, T. 41 N., R. 116 W., 6th P.M.,**  
**TETON COUNTY, WYOMING**

NOTES

THIS MAP OF SURVEY WAS PREPARED AT THE REQUEST OF THE TOWN OF JACKSON TO ANNEX THAT EXISTING TRACT OF LAND AS DESCRIBED IN THAT DEED RECORDED IN BOOK 281 PAGE 0786-0787 IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, BEING FURTHER KNOWN AS THE RUSS GARAMAN PARK.

THE BASIS OF BEARINGS FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT FROM GEODETIC NORTH (USING WGS 84, NAD 83(2011), EPOCH 2010.0000), RESULTING IN A BEARING OF S 89°21'11" E BETWEEN THE NORTH QUARTER CORNER OF SECTION 5 AND THE NORTHEAST CORNER OF SECTION 5 TOWNSHIP 43 NORTH, RANGE 118 WEST, 6TH P.M., TETON COUNTY, WYOMING, AS SHOWN HEREON.

RECORD INFORMATION SHOWN HEREON ARE REFERENCED TO THOSE MAPS OF SURVEYS FILED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AS INSTRUMENT NUMBER(S); (REC-A T-31F); (REC-C T-31C); (PLAT 791, B34); (REC-B DOC. 365399; BOOK 281 PAGE 0786-0787).

NO IMPROVEMENTS, FENCE-LINES, UNDERGROUND UTILITIES, SUBSURFACE IMPROVEMENTS, OR WETLANDS WERE MAPPED AS PART OF THIS SURVEY EXCEPT WHERE SPECIALLY INDICATED.

EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

LEGEND

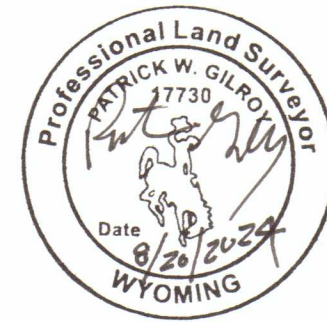
- INDICATES A PLSS MONUMENT FOUND THIS SURVEY AS NOTED, LAND CORNER RECORD ON FILE
- INDICATES A T-SHAPED STAKE WITH METAL CAP INSCRIBED "RLS 164", FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER REBAR WITH AN ALUMINUM CAP INSCRIBED "LS 578"
- CALCULATED POINT NOTHING FOUND OR SET

- TRACT BOUNDARY LINE TO BE ANNEXED
- TRACT BOUNDARY LINE OF SUBJECT PROPERTY TO BE ANNEXED, COINCIDENT WITH THE THREAD OF FLAT CREEK AS SURVEYED SPRING OF 2024
- ADJOINING PARCEL LINE
- SECTION LINE
- BANK OF FLAT CREEK
- EDGE OF PEDESTRIAN PATHWAY
- CENTERLINE OF TRAIL

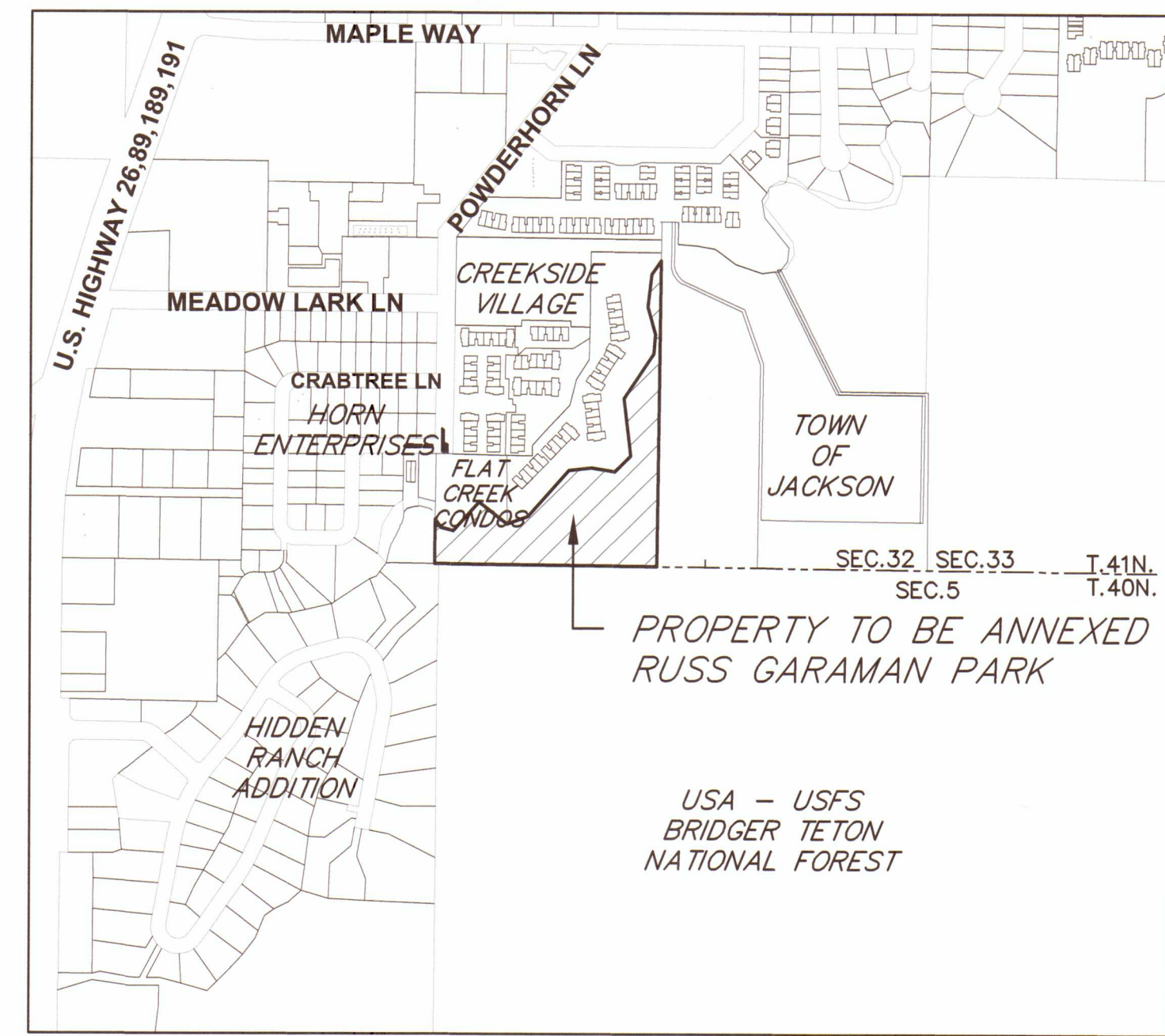
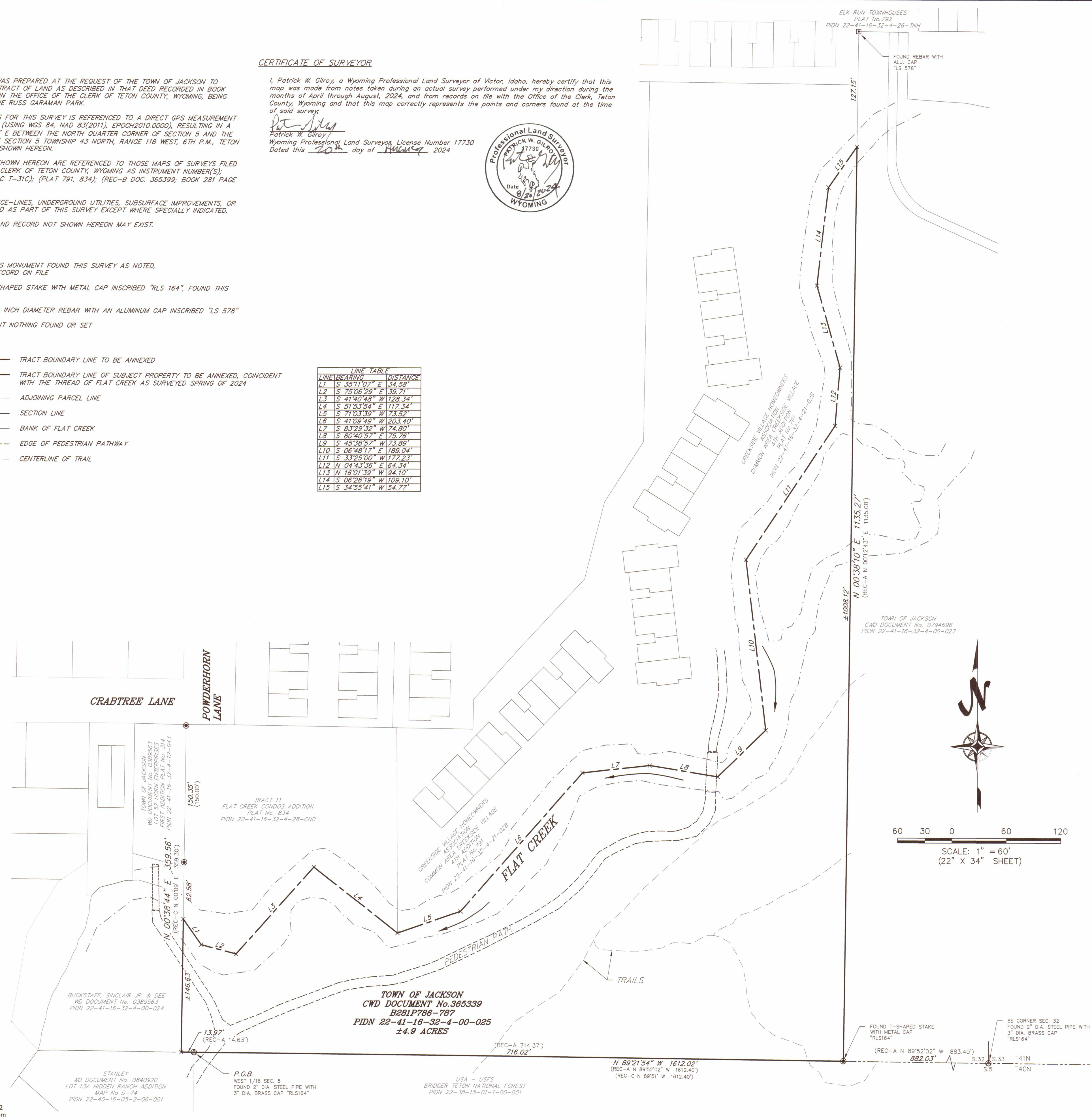
CERTIFICATE OF SURVEYOR

I, Patrick W. Gilroy, a Wyoming Professional Land Surveyor of Victor, Idaho, hereby certify that this map was made from notes taken during an actual survey performed under my direction during the months of April through August, 2024, and from records on file with the Office of the Clerk, Teton County, Wyoming and that this map correctly represents the points and corners found at the time of said survey.

Patrick W. Gilroy  
Wyoming Professional Land Surveyor License Number 17730  
Dated this 20th day of August, 2024



| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S 35°11'07" E | 34.58'   |
| L2         | S 75°06'29" E | 39.71'   |
| L3         | S 41°40'48" W | 128.34'  |
| L4         | S 51°53'54" E | 117.34'  |
| L5         | S 71°03'39" E | 73.52'   |
| L6         | S 41°09'49" W | 203.40'  |
| L7         | S 83°29'32" E | 74.80'   |
| L8         | S 80°40'57" E | 75.76'   |
| L9         | S 45°38'57" W | 73.89'   |
| L10        | S 06°48'17" E | 189.04'  |
| L11        | S 33°25'00" E | 177.23'  |
| L12        | N 04°43'36" E | 64.34'   |
| L13        | N 16°01'39" W | 94.10'   |
| L14        | S 06°28'19" E | 109.10'  |
| L15        | S 34°55'41" W | 54.77'   |



RUSS GARAMAN PARK LEGAL DESCRIPTION TO BE ANNEXED

A tract of land as described in Corrective Warranty Deed filed in Book 281 of Photo on Page 0786-0787 in the Office of the Clerk of Teton County, Wyoming, being situated in the South One-Half of the Southeast One-Quarter (S1/2SE1/4) of Section 32, Township 41 North, Range 116 West, 6th Principle Meridian, Teton County, Wyoming, being more particularly described as follows:

**BEGINNING** at the West One-Sixteenth Corner of Section 5, Township 40 North, Range 116 West, 6th Principle Meridian, Teton County, Wyoming, where is a found monument as described in that Wyoming Corner Record on file in said Office as document number A840115-19840808;  
THENCE N 89°21'54" E, 13.97 feet, along the Section line common to said Section 5 and Section 32, to the Southwest corner of that tract of record filed in Book 10 of Photo on Page 222 in said Office;  
THENCE N 00°38'44" E, 146.63 feet, more or less, along the West line of said tract to a point of intersection with the thread of Flat Creek;  
THENCE following said thread upstream through the following described courses,  
THENCE S 35°11'07" E, 34.58 feet;  
THENCE S 75°06'29" E, 39.71 feet;  
THENCE N 41°40'48" E, 128.34 feet;  
THENCE S 51°53'54" E, 117.34 feet;  
THENCE N 71°03'39" E, 73.52 feet;  
THENCE N 41°09'49" E, 203.40 feet;  
THENCE N 83°29'32" E, 74.80 feet;  
THENCE S 80°40'57" E, 75.76 feet;  
THENCE N 45°38'57" E, 73.89 feet;  
THENCE N 06°48'17" W, 189.04 feet;  
THENCE N 33°25'00" E, 177.23 feet;  
THENCE N 04°43'36" E, 64.34 feet;  
THENCE N 16°01'39" W, 94.10 feet;  
THENCE N 06°28'19" E, 109.10 feet;  
THENCE N 34°55'41" E, 54.77 feet, more or less, to a point of intersection with the west line of that parcel of record filed in Book 783 of Photo on Page 741-748;  
THENCE departing said thread of Flat Creek, S 00°38'10" W, 1008.12 feet, more or less, along said West line to the Southwest corner of said parcel, said corner being monumented by a T-Shaped Stake with metal cap inscribed "RLS164";  
THENCE N 89°21'54" W, 716.02 feet, along the Section line common to said Section 5 and Section 32 to the **POINT OF BEGINNING**.

Said Tract Encompasses 4.90 acres, more or less, the area will vary as the thread of Flat Creek varies.  
TOGETHER WITH and SUBJECT TO any easements, rights-of-ways, covenants, conditions, restrictions, agreements, reservations or encumbrances of sight and/or record.

**EXHIBIT B**  
**SURVEY TO ACCOMPANY**  
**TOWN OF JACKSON**  
**RUSS GARAMAN PARK ANNEXATION**  
LOCATED WITHIN  
S1/2SE1/4, SECTION 32, T. 41 N., R. 116 W., 6th P.M.,  
TETON COUNTY, WYOMING

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PROJ. #: 24076\_GARAMAN; DATE AUGUST 20, 2024

# STAFF REPORT



|                               |                                                 |                        |                 |
|-------------------------------|-------------------------------------------------|------------------------|-----------------|
| <b>Meeting Date:</b>          | October 7, 2024                                 | <b>Meeting Title:</b>  | Regular Meeting |
| <b>Submitting Department:</b> | Internal Services                               | <b>Presenter:</b>      | Lynsey Lenamond |
| <b>Agenda Item:</b>           | Design Review Committee (DRC)<br>Reappointments | <b>Public Comment:</b> | Yes             |

## **Purpose & Policy Considerations.**

The purpose of this item is for the Mayor and Council to consider board member reappointments to the Design Review Committee ("DRC").

## **Requested Action.**

The requested action is for Council to consider board member reappointments to the DRC.

## **Recommendations.**

Staff recommends the reappointment of four members to the DRC.

## **Background.**

The DRC is made up of 7 members, with each term lasting two years. Bridget Farley was appointed to the DRC in April to fill a vacancy caused by a resignation. That term is ending October 31, 2024. Brad Hoyt, Hans Flinch and Katherine Koriakin are board members serving full terms which expire October 31, 2024. Staff began advertising in July and ran several ads through September advertising the vacancies. We received no letters of interest.

The other current DRC board members are Mary McCarthy, Doug Halsey and Dale Staten.

## **Analysis & Key Policy Questions.**

As stated in the Town of Jackson's Land Development Regulations, members of the DRC "shall be residents of the Town of Jackson or Teton County. No member of the Town Council, Planning and Zoning Commission, Board of Adjustment, or Town Employees shall serve as a member. Although no certification is required for appointment, members shall be experienced or educated in architecture, landscape architecture, planning, and other design related fields. A diversity of members is encouraged from all professions and from a variety of design firms."

Members of the DRC are appointed by a majority vote of the Town Council.

## **Possible Alternatives.**

The Town Council could:

1. Postpone the reappointments to a later date.
2. Direct staff to continue advertising for new applicants.

## **Comprehensive Plan & Priority Alignment.**

Having a Design Review Committee is in alignment Section 3, *Responsible Growth Management*, and Section 4, *Town as the Heart of the Region* of our Comprehensive Plan.

## **Fiscal Impact.**

Advertising costs were approximately \$1,800.

## **Staff Impact.**

Staff spent approximately 4 hours speaking with applicants and relevant department heads, advertising, preparing the staff report, and (after this item is approved) updating the volunteer board database appropriately.

**Attachments or Links.**

None.

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

I move to reappoint Brad Hoyt, Hans Flinch, Katherine Koriakin and Bridget Farley to the Design Review Committee for terms which shall expire October 31, 2026.

## MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: October 7, 2024

RE: Town Manager's Report

### Letter from Teton County on Fairgrounds Lease

The Town received a letter from Teton County regarding their intention to renew and their desire to negotiate the terms of the Teton County Fairgrounds Lease. They would like to begin discussions of this renewal after July 1 of 2025. The letter is attached to the Town Manager's report for your information.

### Art Letter of Support for Governor's Arts Award

Attached to the Town Manager's report is a letter of support for Jackson Hole Public Art's nomination for a Governor's Arts Award. The accomplishments of Jackson Hole Public Art in developing and facilitating art installations, art contributions to streetscapes and parks, the inviting artwork at the new 'Mobility Hub,' and Jackson Hole Public Art's work on the monument and memorial policy are all reasons to support the nomination. With the approval of the Town Manager's report, staff will obtain the Mayor's signature on the letter of support and include it with the nomination application.

### Funding to Support Purchase of Buffalo by the Wind River Tribal Buffalo

At its September 9 meeting, Town Council directed staff to bring back details about the possibility of supporting the Wind River Tribal Buffalo Initiative (WRTBI) to purchase a buffalo as it continues working to expand its herd. This idea comes after a group from Town visited and were hosted by the WRTBI in late August and, if approved, is a token of gratitude and appreciation for the generosity and hospitality.

Jason Baldes founded WRTBI in 2022 and began igniting his community's re-connection with Buffalo and their role in the lives, health, and history of indigenous peoples. The WRTBI works on the following.

- **Land Acquisition**, aiming to raise millions of dollars to re-acquire private lands to expand habitat for conservation Buffalo within the Wind River Reservation
- **Buffalo Management**, creating opportunities for the next generation to get inspired through youth engagement and empowerment, and teaching about Buffalo and wildlife conservation
- **Education & Curriculum Building**, rewriting the story of Buffalo and people together and working with partners to develop curriculum for the reconnection to Buffalo.

Checking-in with the WRTBI, the average cost of a buffalo is \$1,000, depending on the seller. With this in mind, staff recommends supporting WRTBI with a \$1,500 donation towards the purchase of a buffalo, cover potential discrepancies in pricing, and transportation of the livestock. This item will be funded from the Community Initiatives line item with approval of the Town Manager's report.

#### Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ Laff Staff requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from November 10-17, 2024, to advertise their Improv Show Season (P24-143).
- ✓ Jackson Hole Airport requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from December 1-14, 2024, to advertise their START Airport Shuttle (P24-144).
- ✓ Teton Co. Health Dept. requests to hang one temporary banner at 200 Powderhorn Lane (Powderhorn Park) from October 14-25, 2024, to advertise their Healthy Living Fest (P24-149).
- ✓ Jackson Hole Ski Club requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from October 21-25, 2024, to advertise their JHSC Annual Ski Swap (P24-152).

Staff recommends approval of these requests and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permits as requested.

#### Solid Waste Infrastructure for Recycling Grant (SWIFR):

The United States Environmental Protection Agency is offering local grants of up to \$5,000,000 to support projects that help communities improve and transform their waste management and recycling infrastructure. Teton County Integrated Solid Waste and Recycling (ISWR) applied for this grant in 2023 with the support of Sustainable Strategies (S2). They were not awarded funding. However, their grant application was ranked very highly and they were encouraged to apply again. They are interested in applying for this grant again and seek help from the Town of Jackson through the support of Sustainable Strategies. Funding will support improvements to the Recycling Center. ISWR will use SPET funds for the federally required match; the Town of Jackson will not contribute financially. Teton County ISWR will be the primary applicant and will manage the grant. Applications are due December 20th, 2024. Upon approval of this Town Manager's report, staff will communicate with S2 and ISWR to proceed with the grant application.

#### Bears in Town Limits

Recently, several bears have been spotted within Town limits seeking food rewards from trash cans, fruit trees, and other food sources. This is typical in the fall, when bears are eating as

much as possible to prepare for hibernation. Specifically, a black bear with three cubs has been spotted in the Aspen and Pine Drive areas, and grizzly bears have been spotted along Cache Creek Drive and the surrounding areas. There have been numerous press releases and articles reminding people to secure bear attractants. The Town of Jackson follows the lead of the Wyoming Game and Fish Department and shares their press releases. They rarely provide specific locations or identities of bears. Bears move quickly, so the goal is for everyone to secure food attractants, regardless of their proximity to the siting. Additionally, sightings of well-known bears are also often kept secret to protect them from hordes of people trying to catch a glimpse. We encourage staff and Council Members to pay attention to the press releases and to share them with your constituents.



## BOARD OF COMMISSIONERS

Luther Propst, Chair  
Natalia D. Macker, Vice-Chair  
Greg Epstein  
Mark Newcomb  
Wes Gardner

Jackson City Council  
C/O Tyler Sinclair, City Manager  
P.O. Box 1687  
Jackson, WY 83001  
[tsinclair@jacksonwy.gov](mailto:tsinclair@jacksonwy.gov)

September 16, 2024

### **Re: Offer to Negotiate Teton County Fairgrounds Lease for 50-Year term**

Dear Mayor Levinson and City Council:

The Teton County Board of County Commissioners appreciates the letter sent from the Jackson City Council on March 27, 2024, regarding the Teton County Fairgrounds Lease.

The County Commissioners intend to renew the lease with the City of Jackson and look forward to working with City staff to negotiate the terms of a new lease. Recognizing that the current Fairgrounds lease does not expire until December 31, 2030, the Board suggests beginning the renewal and negotiation process in the next fiscal year, so starting the discussion in July of 2025.

We have also asked the Teton County Fair Board, which acts as an advisory board regarding the management of the fairgrounds, to provide advice to us in regard to the best means to manage the fairgrounds during non-County Fair times. The Teton County Fair Board will work with county staff to look at the possibility of moving the fairgrounds. We wish to explore all ideas prior to sitting down and extending the current lease. We are also interested in discussing the Rodeo Management Agreement and how the Summer Rodeo Concession interacts with the lease.

Thank you for initiating this conversation and considering the Board's interest.

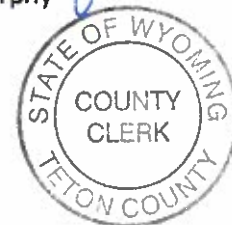
Sincerely,

A handwritten signature in blue ink that reads "Luther Propst".

Luther Propst, Chair  
Teton County Board of County Commissioners

A handwritten signature in blue ink that reads "Maureen E. Murphy".

Attest: Maureen E. Murphy  
Teton County Clerk





TOWN COUNCIL

Wyoming Arts Council  
2301 Central Ave.  
Barrett Building, Second Floor  
Cheyenne, WY 82002

10/07/2024

Dear Wyoming Arts Council,

I am writing on behalf of Jackson's Town Council in support of Jackson Hole Public Art's nomination for a Governor's Arts Award. Jackson Hole Public Art (JHPA) develops and facilitates art installations from start to finish activating spaces throughout our Town and providing impressive public benefit. JHPA's contributions to the Town's right of way, streetscapes, corridors, and parks add welcoming and awe-inspiring art everywhere from utility boxes to the main highway in our community.

This past spring and summer the Town partnered with JHPA to activate a new 'Mobility Hub' with artwork making it an inviting, vibrant place for people to consider various transportation options. Our Town truly appreciates the partnership and continued collaborations with JHPA. From blown glass plates in our Home Ranch welcome center to season-specific light installations cropping up each year around the winter solstice, JHPA places art in public spaces and turns everyday areas into places to gather and connect.

In recent years, JHPA supported the Town in developing and passing a monument and memorial policy, helping establish a much-needed process and system. This organization consistently conceives, helps develop, and executes invigorating projects that activate civic spaces and improve the quality of life of our residents and visitors. The Town also appreciates that JHPA's commitment to providing free, family-friendly, accessible art that starts with inclusive conversations. Jackson Hole Public Art has our highest recommendation for the Governor's Art Award. Thank you for your consideration.

Sincerely,

Mayor Hailey Morton Levinson  
Town of Jackson