

Regular Town Council Meeting

November 18, 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 electedelectedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/81824726348?pwd=iOZwD2Mdllovkuv41VlJeQ8YKGz6NNO.1>

Or join at zoom.com with Webinar ID: **818 2472 6348** and Password: **83001** or by phone: **+1 669 900 9128**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Police Department Commendations
 - 2. Apprenticeship Week
 - 3. Lung Cancer Awareness Month
 - 4. Small Business Saturday

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 electedelectedofficials@jacksonwy.gov.

- A. Karsten Kaminiski, Coco Delivery

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. October 21, 2024 Regular Town Council Workshop
 - 2. October 21, 2024 Regular Town Council Meeting
 - 3. November 4, 2024 Special Town Council Meeting
- B. Disbursements
- C. October Municipal Court Report

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.

- D. Bid Award for the Procurement of Two All Electric Trucks (Johnny Ziem)
- E. Bid Award for the Procurement of Three New Police Patrol Vehicles (Johnny Ziem)
- F. Memorandum of Understanding (MOU) with Jackson Hole Travel and Tourism Board for Bear-Resistant Trash Containers (Tanya Anderson)
- G. Amendment to the Restrictive Covenant Encumbering Tract 5 of Karns Meadow (Tanya Anderson)
- H. Vertical Harvest Memorandum of Lease (Lea Colasuonno)
- I. Lease of Bus Storage Facility in Etna (Bruce Abel)
- J. Memorandum of Understanding (MOU) with Jackson Hole Travel and Tourism Board for Airport Shuttle Service Funding (Bruce Abel)
- K. Approval of Lease for Parking at START Bus Facility (Bruce Abel)
- L. Board of Examiners (BOE) Bylaws (Kelly Sluder & Lea Colasuonno)
- M. Consideration of Housing Restriction for 80 E. Karns (St. John's Medical Center Housing) (Kristi Malone)

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

- A. Administration
 - 1. Pay As You Throw Program (Tanya Anderson)
- B. Planning & Building
 - 1. Conditional Use Permit for the Karns Meadow Master Plan (P24-130) (Tyler Valentine)
 - 2. Demolition Permits DEM24-009 Located at 155 Moran Ave. (Kelly Sluder)

VI. RESOLUTIONS

- A. Resolution 24-24: A Resolution Setting the Regular Meeting Schedule (Roxanne Robinson)

VII. ORDINANCES

- A. Ordinances P-Z: Ordinances Amending Various Sections of the LDRs to Address the Building Size Moratorium (PM24-004)
 - 1. Ordinance P: An Ordinance Regarding Maximum Facade Width in the Downtown (Third Reading, to be designated Ordinance 1394)
 - 2. Ordinance Q: An Ordinance Regarding Maximum Building Size (Third Reading, to be designated Ordinance 1395)
 - 3. Ordinance R: An Ordinance Regarding the Term Individual Building (Third Reading, to be designated Ordinance 1396)
 - 4. Ordinance S: An Ordinance Regarding the Definition of Floor Area for Maximum Building Size (Third Reading, to be designated Ordinance 1397)
 - 5. Ordinance T: An Ordinance Regarding the Definition of Hotel and Deed-Restricted Houses for Maximum Building Size (Third Reading, to be designated Ordinance 1398)

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6. Ordinance U: An Ordinance Regarding the Definition of Street Facade Width (Third Reading, to be designated Ordinance 1399)
7. Ordinance V: An Ordinance Regarding Requiring a Conditional Use Permit for Projects Requiring a Sketch Plan in Certain Zones (Third Reading, to be designated Ordinance 1400)
8. Ordinance W: An Ordinance Regarding the Maximum Unit/Room Size for Hotel Rooms (Third Reading, to be designated Ordinance 1401)
9. Ordinance X: An Ordinance Regarding the Maximum Unit/Room Size for Short-Term Rental Units (Third Reading, to be designated Ordinance 1402)
10. Ordinance Y: An Ordinance Regarding Exemptions from Workforce Housing Bonus (Third Reading, to be designated Ordinance 1403)
11. Ordinance Z: An Ordinance Adding Appendix B, Town Design Guidelines, to the Land Development Regulations (Third Reading, to be designated Ordinance 1404)
- B. Ordinance A: An Ordinance Amending the Applicability and Amount of Affordable Workforce Housing Required (Third Reading, to be designated Ordinance 1405)
- C. Ordinance B: An Ordinance Amending Pathway Speed Limits (Third Reading, to be designated Ordinance 1406)
- D. Ordinances C-H: Ordinances Amending Title 8 and Franchise Agreements Related to the Pay As You Throw Program (Tanya Anderson, First Reading)
 1. Ordinance C: An Ordinance Amending Title 8 Regarding the Pay As You Throw Program
 2. Ordinance D: An Ordinance Granting Teton Trash Removal a Franchise
 3. Ordinance E: An Ordinance Amending the Franchise Agreement with Westbank Environmental Services
 4. Ordinance F: An Ordinance Amending the Franchise Agreement with Yellow Iron Excavating
 5. Ordinance H: An Ordinance Amending the Franchise Agreement with Terra Firma Services
- E. Ordinances I-AB: Ordinances Amending Title 16 Regarding Housing Rules and Regulations (April Norton, First Reading)
 1. Ordinance I: An Ordinance Amending Title 16 Regarding the Introduction to the Housing Rules and Regulations
 2. Ordinance J: An Ordinance Amending Title 16 Regarding Housing Development Standards and Procedures
 3. Ordinance K: An Ordinance Amending Title 16 Regarding Qualification and Eligibility
 4. Ordinance L: An Ordinance Amending Title 16 Regarding Weighted Drawing
 5. Ordinance M: An Ordinance Amending Title 16 Regarding Sale and Resale Standards

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6. Ordinance N: An Ordinance Amending Title 16 Regarding Rental Standards and Procedures
7. Ordinance O: An Ordinance Amending Title 16 Regarding Compliance and Exception, Appeal, and Grievance Standards and Procedures
8. Ordinance AA: An Ordinance Amending Title 16 Regarding Occupancy and Use
9. Ordinance AB: An Ordinance Amending Title 16 Regarding Definitions
- F. Ordinances AC-AK: Ordinances Amending Title 15 Related to Building, Fire, and Electrical Codes (Kelly Sluder & Raymond Lane, First Reading)
 1. Ordinance AC: An Ordinance Amending Title 15 Regarding the International Fire Code and International Wildland-Urban Interface
 2. Ordinance AD: An Ordinance Amending Title 15 Regarding the National Electrical Code
 3. Ordinance AE: An Ordinance Amending Title 15 Regarding the International Building Code
 4. Ordinance AF: An Ordinance Amending Title 15 Regarding the International Existing Building Code
 5. Ordinance AG: An Ordinance Amending Title 15 Regarding the International Mechanical Code
 6. Ordinance AH: An Ordinance Amending Title 15 Regarding Solid Fuel Burning Devices
 7. Ordinance AI: An Ordinance Amending Title 15 Regarding the International Residential Code
 8. Ordinance AJ: An Ordinance Amending the Title 15 International Plumbing Code
 9. Ordinance AK: An Ordinance Amending Title 15 Regarding the International Fuel Gas Code
- G. Ordinances AL-AM: Ordinances Amending Titles 9 and 7 Regarding Animals (Lea Colasuonno, First Reading)
 1. Ordinance AL: An Ordinance Amending Title 9 Regarding Cruelty to Animals
 2. Ordinance AM: An Ordinance Amending Title 7 Regarding Animals

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. 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.

**PROCLAMATION
DECLARING NOVEMBER 17- 23, 2024 NATIONAL APPRENTICESHIP WEEK**

WHEREAS, National Apprenticeship Week is celebrating its 9th anniversary of raising awareness of the vital role apprenticeships provide in creating a qualified and highly-skilled workforce in diverse industries in Jackson, Wyoming and across the nation; and

WHEREAS, the advancement and well-being of the United States of America depends upon the continued development of skilled workers in their chosen fields; and

WHEREAS, there are more job openings than job seekers in the United States, and the expansion of apprenticeship will help bridge the skills gap to fill these jobs; and

WHEREAS, Jackson, Wyoming recognizes that robust apprenticeship programs provide tangible value to both job creators and apprentices, with the potential to increase productivity, improve diversity and inclusion, and reduce recruitment and training costs while providing a pathway to prosperous careers for job seekers.

NOW, THEREFORE, I, Arne Jorgensen, Mayor Pro Tempore of the Town of Jackson, Wyoming, do hereby declare November 17-23, 2024, as National Apprenticeship Week in the Town of Jackson, Wyoming.

DATED THIS 18th DAY OF NOVEMBER, 2024.

TOWN OF JACKSON

Arne Jorgensen, Mayor Pro Tempore

ATTEST:

Riley Taylor, Town Clerk

LUNG CANCER AWARENESS MONTH

Recognizing November 2024 as Lung Cancer Awareness Month

WHEREAS, lung cancer is the third most common cancer in the U.S. and is the leading cause of cancer death among men and women in the United States; and

WHEREAS, according to the American Cancer Society, there will be an estimated 234,580 new lung cancer cases diagnosed in the U.S. in 2024; and

WHEREAS, in the U.S., when lung cancer is detected early, there is a 61% five-year survival rate; and

WHEREAS, with a screening program, over 77% of lung cancer is found early saving more lives; and

WHEREAS, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

WHEREAS, organizations working in Jackson, such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Jackson.

NOW, THEREFORE, I, Arne Jorgensen, Mayor Pro Tempore of the Town of Jackson, do hereby proclaim November 2024 as Lung Cancer Awareness Month, and recognize the need for research in lung cancer, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

DATED THIS 18th DAY of NOVEMBER 2024.

TOWN OF JACKSON

ATTEST:

Arne Jorgensen, Mayor Pro Tempore

Riley Taylor, Town Clerk

SMALL BUSINESS SATURDAY AND SHOPPING LOCALLY

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

WHEREAS, according to the United States Small Business Administration, there are 33.2 million small businesses in the United States, employing 61.7 million Americans; and

WHEREAS, from 1995 to 2021, small businesses created 17.3 million new jobs, accounting for 62.7% of net jobs created since 1995; and

WHEREAS, Small Business Saturday drove an estimated \$17 billion in spending in 2023, with 61% of shoppers saying they found a small business or independently-owned restaurant on small business that they will likely become a regular customer of; and

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

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Arne Jorgensen, Mayor Pro Tempore of the Town of Jackson do hereby proclaim November 30, 2024 as Small Business Saturday and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED THIS 18th DAY OF NOVEMBER 2024.

TOWN OF JACKSON

Arne Jorgensen, Mayor Pro Tempore

ATTEST:

Riley Taylor, Town Clerk



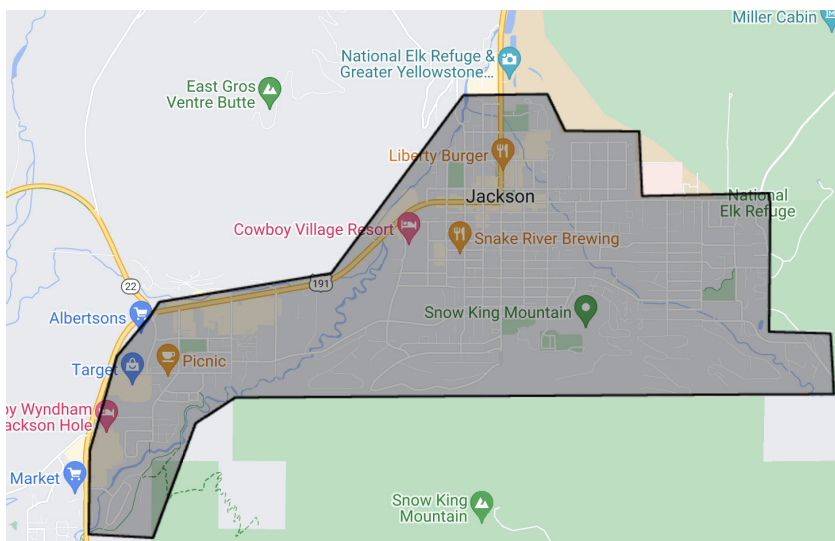


Coco is a last-mile delivery service that deploys human-operated sidewalk robots to transport goods from merchants to their customers faster, more cost effectively and more sustainably than existing delivery options. Cocos only operate at walking speed (≤ 5 MPH) and use the same infrastructure as pedestrians: sidewalks and crosswalks. Learn more at: www.cocodelivery.com

Coco has been operating since 2020 and has completed over 300,000 miles of safe and affordable deliveries in cities across California, Illinois, Texas and Finland.

We propose launching a small (4 robot) demonstration pilot in Jackson, starting on December 10th, 2024. We expect the hours of operation to be 10am to 10pm. We have strong interest from local Jackson merchants like The Bistro, Roadhouse, Bin 22, Code Red, Teton Tiger, Persephone, and Picnic.

PROPOSED SERVICE AREA



TOWN COUNCIL PROCEEDINGS – UNAPPROVED

OCTOBER 21, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Russ Ruschill, Paul Anthony, Kelly Sluder, Mike Moyer, Raymond Lane, Susan Scarlata, and Riley Taylor. Via Zoom: Floren Poliseo and Tanya Anderson.

Comprehensive Update to Jackson Municipal Code Title 7, Animals. Lea Colasuonno and Tyler Sinclair made staff comment. Council held discussion with staff. Amy Girard made public comment.

Arne Jorgensen asked staff to add use of herbicides and pesticides, consideration of allowing dogs on leash in some parks, and consideration of allowing dogs off leash in some parks to the PI List.

A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to draft appropriate final ordinances for Title 7 and Title 9, and accompanying resolutions, consistent with Council direction as set forth in this staff report, dated October 21, 2024, and modifications, if any, during today's meeting, and present them for readings beginning on the November 18, 2024 Council meeting. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter and Jim Rooks in favor and Jessica Sell Chambers opposed. The motion carried.

Adoption of the 2024 Building and Fire Codes. Raymond Lane, Kelly Sluder, and Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct Staff to prepare Ordinances that provide for the adoption as currently amended or as directed by Council of the 2024 International Building, Fire, Wildland Urban Interface, Electrical (2023), Mechanical, Residential, Plumbing, and Fuel Gas Codes. Jim Rooks rescinded the motion.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct Staff to prepare Ordinances that provide for the adoption as currently amended, of the 2024 International Building, Existing, Mechanical, Residential, Plumbing, Fuel Gas, Fire, Wildland Urban Interface and 2023 National Electrical Code, as directed by the Council at this October 21, workshop, and to make them effective January 1, 2025, as amended. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Discussion continued. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to draft an ordinance to update the Wildland Urban Interface Boundary Map to include all the Town of Jackson within its boundary. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Discussion continued. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to bring back, within one year, a directive to either adopt the 2024 IECC or to continue use of the 2021 International Energy Conservation Code after staff has had sufficient time to review 2024 IECC. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed the timeline for which packet materials are distributed.

Council Priorities and Upcoming Agendas. Tyler Sinclair reviewed Council's Workplan Calendar. . Council held discussion with staff.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:52 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: October 30, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 21, 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 6:12 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Russ Ruschill, Paul Anthony, Katelyn Page, Kelly Thompson, 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 introduced Sean Sothern, Police Officer, and Matthew Chase, Police Officer.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the October 7, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. A43 ARCHITECTURE \$7,200.00; ACE HARDWARE \$805.18; ADVANCED NETWORK MANAGEMENT, INC. \$997.82; AFLAC \$1,811.28; AMAZON \$2,681.35; BESTDRIVE IDAHO FALLS \$826.85; BILLER PRESS & MFG., INC \$886.50; BISON LUMBER \$0.00; BLUE SPRUCE CLEANERS, INC \$788.25; BOLAND, ANITA \$2,200.00; BREAKFAST ROTARY OF JH \$175.00; BRIGGS, ERIC L \$127.39; BROWNELL, HALEY \$962.07; BUILD 22 \$3,000.00; BURKHOLDER, SHAWN \$2,039.63; CASELLE INC. \$1,973.00; CDW-GOVERNMENT \$1,051.11; CENTURYLINK \$168.56; CITY OF DRIGGS \$1,481.67; CONRAD & BISCHOFF INC. \$1,679.32; CONTROL SYSTEM TECHNOLOGY, INC. \$4,050.00; CONWAY, LARS \$2,500.00; CORE & MAIN LP \$9,303.40; DEAN'S PEST CONTROL LLC \$170.00; DEX IMAGING \$89.84; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; E.R. OFFICE EXPRESS \$124.43; ELEMENT PLUMBING, INC. \$572.00; ENERGY LABORATORIES INC. \$1,105.00; ERICKSON, CHRIS & LORI \$245.22; ETNA TRADE PARK LLC \$4,062.00; EVIDENT \$1,053.30; EVOLUTION CONSTRUCTION, LLC \$23,266.00; FOSTER, KYLE \$285.30; FOXTREE COUNTERTOPS \$825.00; FREEDOM MAILING SERVICE INC. \$1,916.68; FROG CREEK PARTNERS, LLC \$1,546.00; GRIFFITH PARTNERSHIP LLC \$8,300.00; GRIZZLY CARPENTRY & CONST LLC \$121.00; H & R ENTERPRISES, LLC \$977.35; HARMONY DESIGN, INC \$462.50; HAWLEY, FLAVIANNA \$155.00; HD FOWLER COMPANY \$7,933.28; HIGH COUNTRY LINEN \$491.48; HUNT CONSTRUCTION INC \$9,825.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; INTERSTATE BATTERY \$1,152.65; IVY OUTDOOR SERVICES LLC \$18,822.00; JACKSON GROUP LOCKBOX \$6,182.67; JACKSON HOLE COMMUNITY HOUSING \$5,000.00; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$1,102.00; JACKSON LUMBER INC \$120.41; JACKSON PAINT AND GLASS, INC. \$1,120.00; JH20 WATER CONDITIONING & FILTRATION \$72.50; JONES SIMKINS \$42,260.00; JORGENSEN ASSOCIATES, PC \$3,863.72; KEENAN, PETER \$2,300.00; LADD, BRIAN \$155.00; LANGUAGE TESTING INTERNATIONAL, INC \$177.00; LEADSONLINE LLC \$3,886.00; LOCKHART CATTLE COMPANY LLC \$17,980.00; LOWER VALLEY ENERGY INC \$41,556.12; MAGNET FORENSICS, LLC \$11,820.00; MARKMAN, JASON \$2,835.00; MOGUL HOSPITALITY PARTNERS \$19,260.00; NAPA AUTO PARTS INC. \$910.61; OLMSTEAD, NICOLE \$1,330.98; ONE CALL OF WYOMING \$552.75; PARKSON CORPORATION \$2,096.33; PITTS, SAMANTHA \$77.83; POINT S DRIGGS \$5,856.16; PREMIER TRUCK- SALT LAKE CITY \$1,381.46; PREMIER VEHICLE INSTALLATION, INC \$1,800.00; QUALITY AIR SOLUTIONS LLC \$485.00; R & A SAFETY LLC \$3,464.00; RAE, JOSHUA \$49,280.00; RAMANATHAN, BRINDA \$2,500.00; RON'S TOWING LLC \$981.25; ROTARY CLUB OF JACKSON HOLE \$375.00; SCHOW'S TRUCK CENTER \$637.76; SILVERSTAR \$3,850.33; SNAKE RIVER ROASTING \$345.00; SPACESAVER INTERNATIONAL, LLC \$550.00; SPRING CREEK ANIMAL HOSPITAL \$3,455.98; SPRINGWATER DEVELOPMENT CORP \$32,250.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STEPHENS, TALON \$77.83; STEWART, DANIEL \$2,511.50; STONE, KIRK \$3,087.00; STOTZ EQUIPMENT \$539.15; SUBLETTE COUNTY SHERIFF'S OFFICE \$1,072.50; SYMBOLARTS, LLC \$630.00; TETON COUNTY CLERK \$574,341.16; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$29,191.55; TETON COUNTY

PUBLIC WORKS \$36,128.00; TETON COUNTY SHERIFF'S-JAIL \$3,325.00; TETON COUNTY TREASURER \$79,111.08; TETON COUNTY-FUND 10 \$102,637.36; TETON COUNTY-FUND 19 \$45,958.86; TETON MOTORS INC \$1,861.64; TETON MOUNTAIN RANCH \$2,750.00; TETON TRASH REMOVAL, INC. \$114.00; THE AFTERMARKET PARTS COMPANY, LLC \$7,308.12; T-MOBILE \$31.15; TODAY CASH \$113.54; TOP TIER TOOLS LLC \$65.50; ULINE \$728.54; US HOMES LLC \$1,638.00; UTAH PEACH OFFICER STANDARDS & TRAINING \$2,175.00; WAM \$105.00; WAMCO LAB, INC. \$180.00; WARREN, JOE \$2,460.98; WEBER, MICHELLE \$1,266.00; WEST COAST CODE CONSULTANTS \$6,160.00; WHITE GLOVE CLEANING, INC. \$5,133.13; WILSON, JOHN \$2,200.00; WIND RIVER COMMUNITY ALLIANCE \$5,000.00; WIXOM, JEFF \$92.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$18,729.08; WYOMING LAW ENFORCEMENT \$200.00; WYOMING LAW ENFORCEMENT ACADEMY \$3,497.90; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$892.67.

- C. **2024 Rodeo End of Season Report and 2025 Rodeo Dates.** To approve the 2025 rodeo schedule as presented and to accept the 2024 Rodeo End of Season Report as presented.
- D. **Continuity of Miller Park Use and Operations: Entering Lease with 4-H.** To approve the Ground Lease Agreement between the Town of Jackson and the Teton County 4-H Council, subject to minor changes by staff.

Phil Wilson made public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

LDR Text Amendment to Introduce Exemptions to Affordable Housing Mitigation Requirement. Katelyn Page and Paul Anthony made staff comment. Council held discussion with staff. John Morgan made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve LDR Text Amendment P24-094 based upon the findings presented in the staff report, the departmental reviews, and subject to this staff report dated October 21, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-23: FY2025 Budget Amendment #1. 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 Jim Rooks to approve Resolution 24-23 adopting amendments to the fiscal year 2025 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance O: An Ordinance Annexing Russ Garaman Park into the Town of Jackson.

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:

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

Ordinance P: An Ordinance Regarding Maximum Facade Width in the Downtown.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 2.2.11.B.2, 2.2.12.B.2, 2.2.13.B.2, 2.2.14.B.2, 2.2.15.B.2 REGARDING MAXIMUM FAÇADE WIDTH IN THE DOWNTOWN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance Q: An Ordinance Regarding Maximum Building Size.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 2.2.11.B.2, 2.2.12.B.2, 2.2.13.B.2, 2.2.14.B.2, 2.2.15.B.2 REGARDING MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance R: An Ordinance Regarding the Term Individual Building.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 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 REGARDING THE DEFINITION OF THE TERM INDIVIDUAL BUILDING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance S: An Ordinance Regarding the Definition of Floor Area for Maximum Building Size.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 2.2.11.E.5, 2.2.12.E.5, 2.2.13.E.8, 2.2.14.E.5, 2.2.15.E.5 REGARDING THE DEFINITION OF FLOOR AREA FOR MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance T: An Ordinance Regarding the Definition of Hotel and Deed-Restricted Houses for Maximum Building Size.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 2.2.11.E.6, 2.2.12.E.6, 2.2.14.E.6, 2.2.15.E.6 REGARDING THE DEFINITION OF HOTEL AND DEED RESTRICTED HOUSING USES FOR MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance U: An Ordinance Regarding the Definition of Street Facade Width.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGUALTIONS, ADDING SECTIONS 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 REGARDING THE DEFINITION OF STREET FAÇADE WIDTH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance V: An Ordinance Regarding Requiring a Conditional Use Permit for All Projects that Require a Sketch Plan.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTION 2.2.11.E.8, 2.2.12.E.8, 2.2.13.E.11, 2.2.14.E.8, 2.2.15.E.8 REGARDING REQUIRING A CONDITIONAL USE PERMIT FOR SITES OVER 30,000 SQUARE FEET IN CERTAIN ZONES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance W: An Ordinance Regarding the Maximum Unit/Room Size for Hotel Rooms.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 6.1.5.B.1 REGARDING THE MAXIMUM UNIT/ROOM SIZE FOR HOTEL ROOMS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance X: An Ordinance Regarding the Maximum Unit/Room Size for Short-Term Rental Units.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 6.1.5.C.2 REGARDING THE MAXIMUM UNIT/ROOM SIZE FOR SHORT-TERM RENTAL UNITS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance Y: An Ordinance Regarding Exemptions from Workforce Housing Bonus.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 7.8.4 REGARDING EXEMPTIONS FROM WORKFORCE HOUSING BONUS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance Z: An Ordinance Adding Appendix B, Town Design Guidelines, to the Land Development Regulations.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS AMENDING SECTION 5.8.2, DESIGN GUIDELINES, AND ADDING APPENDIX B, TOWN DESIGN GUIDELINES, TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Paul Anthony, Tyler Sinclair, and Lea Colasuonno made staff comment. Council held discussion with staff.

Council recessed at 7:34 p.m. and resumed at 7:42 p.m.

Jimmy Lemkemeier, John Morgan, Perri Stern, made public comment. Council continued discussion with staff.

Council recessed at 8:36 p.m. and reconvened 8:54 p.m.

Council continued discussion with staff. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances P, Q, R, S, T, U, V, W, X, Y and Z, as ordinances V, X, and Y have been amended tonight. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Jonathan Schechter, Jim Rooks, and Arne Jorgensen in favor and Jessica Sell Chambers opposed. The motion carried.

Ordinance A: An Ordinance Amending the Applicability and Amount of Affordable Workforce Housing Required.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 6.3.2, APPLICABILITY, AND 6.3.3, AMOUNT OF AFFORDABLE WORKFORCE HOUSING REQUIRED, OF DIVISION 6.3, AFFORDABLE WORKFORCE HOUSING STANDARDS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

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

Ordinance B: An Ordinance Amending Pathway Speed Limits.

AN ORDINANCE AMENDING SECTION 12.32.030, REGARDING PATHWAY SPEED LIMITS, OF CHAPTER 12.32, PATHWAYS, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

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

Matters from Mayor and Council. Mayor Morton Levinson announced that the November 4 regular evening meeting was canceled, but that Town Council ordinances would still be presented as Town-only items during the November 4 joint meeting.

A motion was made by Jessica Sell Chambers and seconded by Mayor Morton Levinson to direct the Town Manager or their designee to draft a brief scoping staff report about next steps after moratorium to include: 1) Full update of 2:1 Workforce Bonus; 2) Full update of the Design Guidelines; 3) Full Comprehensive Plan update; 4) Address full secondary impacts of big buildings (traffic, jobs, environmental, etc.), including the consideration of impact fees for new development; 5) Address unintended consequences of LDRs on our community goals; 6) Add sustainability standards to LDRs (reduce GHGs/landscaping) and possibly building code; 7) Reconsider some of our form-based standards; and 8) Engage extensive public process to conduct comprehensive urban design study reflecting current zoning outcomes and possible strategies to improve outcomes to be added to an agenda within 60 days. Jessica Sell Chambers amended the motion to remove item 6) Add sustainability standards to LDRs (reduce GHGs/landscaping) and possibly building code. Mayor Morton Levinson consented to the amendment. Jessica Sell Chambers added part of item 6, regarding

sustainability standards to LDRs (reduce GHGs/landscaping), back to the motion. Mayor Morton Levinson consented to the amendment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the Town’s receipt of a Certificate of Achievement for Excellence in Financial Reporting, temporary sign permits, an update on grants applied for through Sustainable Strategies, changing providers for text notifications, and parklets. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:40 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: October 25, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 4, 2024

JACKSON, WYOMING

The Jackson Town Council met in a special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 4:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Katelyn Page, Michelle Weber, and Riley Taylor.

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

A. **Disbursements.** To approve the disbursements as presented. A43 ARCHITECTURE \$7,200.00; ACE HARDWARE \$805.18; ADVANCED NETWORK MANAGEMENT, INC. \$997.82; AFLAC \$1,811.28; AMAZON \$2,681.35; BESTDRIVE IDAHO FALLS \$826.85; BILLER PRESS & MFG., INC \$886.50; BISON LUMBER \$0.00; BLUE SPRUCE CLEANERS, INC \$788.25; BOLAND, ANITA \$2,200.00; BREAKFAST ROTARY OF JH \$175.00; BRIGGS, ERIC L \$127.39; BROWNELL, HALEY \$962.07; BUILD 22 \$3,000.00; BURKHOLDER, SHAWN \$2,039.63; CASELLE INC. \$1,973.00; CDW-GOVERNMENT \$1,051.11; CENTURYLINK \$168.56; CITY OF DRIGGS \$1,481.67; CONRAD & BISCHOFF INC. \$1,679.32; CONTROL SYSTEM TECHNOLOGY, INC. \$4,050.00; CONWAY, LARS \$2,500.00; CORE & MAIN LP \$9,303.40; DEAN'S PEST CONTROL LLC \$170.00; DEX IMAGING \$89.84; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; E.R. OFFICE EXPRESS \$124.43; ELEMENT PLUMBING, INC. \$572.00; ENERGY LABORATORIES INC. \$1,105.00; ERICKSON, CHRIS & LORI \$245.22; ETNA TRADE PARK LLC \$4,062.00; EVIDENT \$1,053.30; EVOLUTION CONSTRUCTION, LLC \$23,266.00; FOSTER, KYLE \$285.30; FOXTREE COUNTERTOPS \$825.00; FREEDOM MAILING SERVICE INC. \$1,916.68; FROG CREEK PARTNERS, LLC \$1,546.00; GRIFFITH PARTNERSHIP LLC \$8,300.00; GRIZZLY CARPENTRY & CONST LLC \$121.00; H & R ENTERPRISES, LLC \$977.35; HARMONY DESIGN, INC \$462.50; HAWLEY, FLAVIANNA \$155.00; HD FOWLER COMPANY \$7,933.28; HIGH COUNTRY LINEN \$491.48; HUNT CONSTRUCTION INC \$9,825.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; INTERSTATE BATTERY \$1,152.65; IVY OUTDOOR SERVICES LLC \$18,822.00; JACKSON GROUP LOCKBOX \$6,182.67; JACKSON HOLE COMMUNITY HOUSING \$5,000.00; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$1,102.00; JACKSON LUMBER INC \$120.41; JACKSON PAINT AND GLASS, INC. \$1,120.00; JH20 WATER CONDITIONING & FILTRATION \$72.50; JONES SIMKINS \$42,260.00; JORGENSEN ASSOCIATES, PC \$3,863.72; KEENAN, PETER \$2,300.00; LADD, BRIAN \$155.00; LANGUAGE TESTING INTERNATIONAL, INC \$177.00; LEADSONLINE LLC \$3,886.00; LOCKHART CATTLE COMPANY LLC \$17,980.00; LOWER VALLEY ENERGY INC \$41,556.12; MAGNET FORENSICS, LLC \$11,820.00; MARKMAN, JASON \$2,835.00; MOGUL HOSPITALITY PARTNERS \$19,260.00; NAPA AUTO PARTS INC. \$910.61; OLMSTEAD, NICOLE \$1,330.98; ONE CALL OF WYOMING \$552.75; PARKSON CORPORATION \$2,096.33; PITTS, SAMANTHA \$77.83; POINT S DRIGGS \$5,856.16; PREMIER TRUCK- SALT LAKE CITY \$1,381.46; PREMIER VEHICLE INSTALLATION, INC \$1,800.00; QUALITY AIR SOLUTIONS LLC \$485.00; R & A SAFETY LLC \$3,464.00; RAE, JOSHUA \$49,280.00; RAMANATHAN, BRINDA \$2,500.00; RON'S TOWING LLC \$981.25; ROTARY CLUB OF JACKSON HOLE \$375.00; SCHOW'S TRUCK CENTER \$637.76; SILVERSTAR \$3,850.33; SNAKE RIVER ROASTING \$345.00; SPACESAVER INTERNATIONAL, LLC \$550.00; SPRING CREEK ANIMAL HOSPITAL \$3,455.98; SPRINGWATER DEVELOPMENT CORP \$32,250.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STEPHENS, TALON \$77.83; STEWART, DANIEL \$2,511.50; STONE, KIRK \$3,087.00; STOTZ EQUIPMENT \$539.15; SUBLETTE COUNTY SHERIFF'S OFFICE \$1,072.50; SYMBOLARTS, LLC \$630.00; TETON COUNTY CLERK \$574,341.16; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$29,191.55; TETON COUNTY PUBLIC WORKS \$36,128.00; TETON COUNTY SHERIFF'S-JAIL \$3,325.00; TETON COUNTY TREASURER \$79,111.08; TETON COUNTY-FUND 10 \$102,637.36; TETON COUNTY-FUND 19 \$45,958.86; TETON MOTORS INC \$1,861.64; TETON MOUNTAIN RANCH \$2,750.00; TETON TRASH REMOVAL, INC. \$114.00; THE AFTERMARKET PARTS COMPANY, LLC \$7,308.12; T-MOBILE \$31.15; TODAY CASH \$113.54; TOP TIER TOOLS LLC \$65.50; ULINE \$728.54; US HOMES LLC \$1,638.00; UTAH PEACH OFFICER STANDARDS & TRAINING \$2,175.00; WAM \$105.00; WAMCO LAB, INC. \$180.00; WARREN, JOE \$2,460.98; WEBER, MICHELLE \$1,266.00; WEST COAST CODE CONSULTANTS \$6,160.00; WHITE GLOVE CLEANING, INC. \$5,133.13; WILSON, JOHN \$2,200.00; WIND RIVER COMMUNITY ALLIANCE \$5,000.00; WIXOM, JEFF \$92.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$18,729.08; WYOMING LAW ENFORCEMENT \$200.00; WYOMING LAW ENFORCEMENT ACADEMY \$3,497.90;

WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$892.67; ACE HARDWARE \$758.91; ALDER ENVIRONMENTAL LLC \$1,575.75; ALPHAGRAPHICS \$182.05; AMAZON \$2,611.15; AMSOIL INC #774148 \$20,538.02; ANTLER MOTEL, INC. \$15,750.00; APPLE INC \$7,827.00; AT&T \$1,156.62; AVAIL VALLEY CONTRUCTION-IDAHO, LLC \$17,469.04; AYLING, ALEX \$82.13; BIG R RANCH & HOME \$295.92; BISON LUMBER \$343.87; BRIGGS, ERIC L \$321.52; CANVAS UNLIMITED \$25,290.72; CARQUEST AUTO PARTS INC. \$14.06; CENTURYLINK \$4,933.05; CLIMB WYOMING \$1,531.25; COMMERCIAL TIRE-ID FALLS \$10,447.20; COMMUNITY ENTRY SERVICES \$45,000.00; CONRAD & BISCHOFF INC. \$28,419.13; DAWSON INFRASTRUCTURE SOLUTIONS \$728.59; DEAN'S PEST CONTROL LLC \$100.00; DETAIL DRIVEN LLC \$125.00; DEX IMAGING \$109.86; DICK ANDERSON CONSTRUCTION \$978,208.84; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; EKOS, INC \$880.00; ELAN ONE CARD \$9,694.33; EMERALD SERVICES, INC \$150.00; ENERGY CONSERVATION WORKS \$8,750.00; ENERGY LABORATORIES INC. \$1,105.00; FALL RIVER RURAL ELECTIC \$85.47; FERGUSON ENTERPRISES, INC \$32.89; FIRE SERVICES OF IDAHO \$1,237.52; FLAT CREEK APARTMENTS, LLC \$34,418.75; FLEETPRIDE \$2,080.86; FRONTIER FENCE INC \$9,440.00; GEDDES, GLENN \$22.40; GELCO SUPPLY INC. \$2,312.00; GILLIG LLC \$1,266.43; GRANICUS, LLC \$19,881.67; GRAY BUILDERS \$2,000.00; HACH CHEMICAL CO. \$985.19; HARMONY DESIGN, INC \$627.50; HD FOWLER COMPANY \$8,369.19; HIDDEN HOLLOW LLC \$9,500.00; HIGH COUNTRY LINEN \$1,806.63; HIRST APPLGATE, LLP \$3,211.50; HOLE FOOD RESCUE \$6,250.00; HOT SPOTS LLC \$2,363.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO TRAFFIC SAFETY, INC. \$750.00; IDENTISYS, INC \$671.00; INTERSTATE BATTERY \$863.75; JACKSON DOWNTOWNER, LLC \$98,711.99; JACKSON GROUP LOCKBOX \$1,472.61; JACKSON HOLE AIR \$15,000.00; JACKSON HOLE CHILDRENS MUSEUM \$5,000.00; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE NEWS & GUIDE \$7,945.69; J-B MECHANICAL \$654.60; JORGENSEN ASSOCIATES, PC \$20,051.25; JORGENSEN, ARNE OLAUS \$2,010.00; KEENAN PROPERTIES, LLC \$126.00; KEENAN, PETER \$2,187.50; KOIS BROTHERS EQUIPMENT COMPANY \$1,380.69; LEPCO \$228.80; MARSHALL, JONATHAN \$155.00; MD NURSERY & LANDSCAPING INC \$319.72; MENTAL HEALTH & RECOVERY SERVICES \$90,500.00; MSC INDUSTRIAL SUPPLY CO \$645.10; NAPA AUTO PARTS INC. \$913.11; NELSON ENGINEERING \$31,921.15; OLDCASTLE PRECAST INC \$2,100.00; ON SIGHT LAND SURVEYORS INC. \$450.00; OWENS EQUIPMENT \$12,224.01; PALAZZOLO, MICHAEL \$77.83; PEAK WATER SERVICES, LLC \$86.92; PHILLIPS, JAMES \$42.39; PITTS, SAMANTHA \$77.83; POCO LLC \$360.41; POINT S DRIGGS \$8,851.37; PREMIER TRUCK- SALT LAKE CITY \$662.96; PREMIER VEHICLE INSTALLATION, INC \$964.62; RAFTER J IMPROV/SERV DIST \$146.43; RODAC, LLC \$7,662.80; RUI INC. DBA VILLAGE GARDNER \$525.56; RUSH INTERNATIONAL TRUCK CENTER \$8,629.61; SCHWARTZ, ANDY \$4,583.33; SENIOR CENTER OF JACKSON HOLE \$35,505.00; SHERVIN'S INDEPENDENT OIL \$90.10; SHERWIN-WILLIAMS CO. \$70.53; SOSA'S JANITORIAL SERVICE \$7,200.00; SPECTRUM \$99.99; STEPHENS, TALON \$77.83; TALISMAN CIVIL CONSULTANTS,LLS \$11,465.00; TETON COUNTY HISTORIC \$40,275.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$43.00; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$7,752.94; TETON COUNTY SHERIFF-DISPATCH \$342,448.74; TETON LUNCH COUNTER \$5,304.00; TETON MOTORS INC \$147.99; TETON RENTAL CENTER \$209.50; TETON YOUTH & FAMILY SERVICES \$102,226.00; THE CHILDREN'S LEARNING CENTER \$75,645.50; THE TIRE RACK, INC. \$2,076.40; THYSSEN KRUPP ELEVATOR CORP. \$361.00; TMSC LLC \$3,344.66; USA BLUE BOOK \$775.83; VERIZON WIRELESS \$10,348.38; VISA \$10,802.72; VOICES JACKSON HOLE \$3,750.00; WEST COAST CODE CONSULTANTS \$1,170.00; WESTBANK SANITATION \$1,118.15; WESTERN STATE \$120,577.97; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$6,155.46; WYOMING FIRST AID & SAFETY \$499.32; WYOMING IMMIGRANT ADVOCACY \$3,750.00; YELLOW IRON EXCAVATION, LLC \$1,707.00

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.

Ordinances. A motion was made by Jim Rooks 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 O: An Ordinance Annexing Russ Garaman Park into the Town of Jackson.

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:

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance O on third reading and designate it Ordinance 1393. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance P: An Ordinance Regarding Maximum Facade Width in the Downtown.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 2.2.11.B.2, 2.2.12.B.2, 2.2.13.B.2, 2.2.14.B.2, 2.2.15.B.2 REGARDING MAXIMUM FAÇADE WIDTH IN THE DOWNTOWN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance Q: An Ordinance Regarding Maximum Building Size.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 2.2.11.B.2, 2.2.12.B.2, 2.2.13.B.2, 2.2.14.B.2, 2.2.15.B.2 REGARDING MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance R: An Ordinance Regarding the Term Individual Building.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 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 REGARDING THE DEFINITION OF THE TERM INDIVIDUAL BUILDING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance S: An Ordinance Regarding the Definition of Floor Area for Maximum Building Size.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 2.2.11.E.5, 2.2.12.E.5, 2.2.13.E.8, 2.2.14.E.5, 2.2.15.E.5 REGARDING THE DEFINITION OF FLOOR AREA FOR MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance T: An Ordinance Regarding the Definition of Hotel and Deed-Restricted Houses for Maximum Building Size.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 2.2.11.E.6, 2.2.12.E.6, 2.2.14.E.6, 2.2.15.E.6 REGARDING THE DEFINITION OF HOTEL AND DEED RESTRICTED HOUSING USES FOR MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance U: An Ordinance Regarding the Definition of Street Facade Width.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGUALTIONS, ADDING SECTIONS 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 REGARDING THE DEFINITION OF STREET FAÇADE WIDTH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance V: An Ordinance Regarding Requiring a Conditional Use Permit for All Projects that Require a Sketch Plan.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTION 2.2.11.E.8, 2.2.12.E.8, 2.2.13.E.11, 2.2.14.E.8, 2.2.15.E.8 REGARDING REQUIRING A CONDITIONAL USE PERMIT FOR SITES OVER 30,000 SQUARE FEET IN CERTAIN ZONES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance W: An Ordinance Regarding the Maximum Unit/Room Size for Hotel Rooms.

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 6.1.5.B.1 REGARDING THE MAXIMUM UNIT/ROOM SIZE FOR HOTEL ROOMS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance X: An Ordinance Regarding the Maximum Unit/Room Size for Short-Term Rental Units.
AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 6.1.5.C.2 REGARDING THE MAXIMUM UNIT/ROOM SIZE FOR SHORT-TERM RENTAL UNITS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance Y: An Ordinance Regarding Exemptions from Workforce Housing Bonus.
AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 7.8.4 REGARDING EXEMPTIONS FROM WORKFORCE HOUSING BONUS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

Ordinance Z: An Ordinance Adding Appendix B, Town Design Guidelines, to the Land Development Regulations.
AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS AMENDING SECTION 5.8.2, DESIGN GUIDELINES, AND ADDING APPENDIX B, TOWN DESIGN GUIDELINES, TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Council held discussion. Lea Colasuonno, Paul Anthony, and Tyler Sinclair made staff comment. Matthew Kim-Miller made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z on second reading. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jonathan Schechter, and Arne Jorgensen in favor and Jessica Sell Chambers and Jim Rooks opposed. The motion carried.

Ordinance A: An Ordinance Amending the Applicability and Amount of Affordable Workforce Housing Required.
AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 6.3.2, APPLICABILITY, AND 6.3.3, AMOUNT OF AFFORDABLE WORKFORCE HOUSING REQUIRED, OF DIVISION 6.3, AFFORDABLE WORKFORCE HOUSING STANDARDS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

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

Ordinance B: An Ordinance Amending Pathway Speed Limits.
AN ORDINANCE AMENDING SECTION 12.32.030, REGARDING PATHWAY SPEED LIMITS, OF CHAPTER 12.32, PATHWAYS, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

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

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:09 p.m.

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: November 13, 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	842112024	PAYROLL DEDUCTIONS	10/01/2024	80.00	80.00	11/01/2024
Total 328:					80.00	80.00	
7535	950 ALPINE LANE LLC	103124	RETURN BOND B22-0897 950 A	10/31/2024	6,000.00	6,000.00	10/31/2024
Total 7535:					6,000.00	6,000.00	
7523	A43 ARCHITECTURE	2411-1024	SERVER ROOM	11/04/2024	450.00	.00	
Total 7523:					450.00	.00	
7537	ABRAMS, LAURA	110724	RELEASE BOND B22-0212 DEM	11/07/2024	5,000.00	5,000.00	11/07/2024
Total 7537:					5,000.00	5,000.00	
51	ACE HARDWARE	874138	Wrong vendor	07/05/2024	85.50-	85.50-	11/06/2024
51	ACE HARDWARE	886594	ACE LED	10/21/2024	7.99	.00	
51	ACE HARDWARE	886664	HEATER	10/21/2024	119.97	.00	
51	ACE HARDWARE	886680	CONNECTORS	10/21/2024	6.99	.00	
51	ACE HARDWARE	886695	CLIP WIRE	10/21/2024	28.86	.00	
51	ACE HARDWARE	886758	CREDIT	10/22/2024	39.99-	.00	
51	ACE HARDWARE	886767	SABER TORX	10/22/2024	18.18	.00	
51	ACE HARDWARE	886786	DOOR HOLE COVER	10/22/2024	8.99	.00	
51	ACE HARDWARE	886879	HOOD VENT	10/23/2024	14.99	.00	
51	ACE HARDWARE	886946	CAULK	10/23/2024	151.98	.00	
51	ACE HARDWARE	886997	DRILL BITS	10/24/2024	21.99	.00	
51	ACE HARDWARE	887065	DUCT TAPE	10/24/2024	14.99	.00	
51	ACE HARDWARE	887148	BATTERIES	10/25/2024	7.99	.00	
51	ACE HARDWARE	887175	GLIDE SLIDE	10/25/2024	10.81	.00	
51	ACE HARDWARE	887197	SCREWS	10/25/2024	2.46	.00	
51	ACE HARDWARE	887221	credit	10/25/2024	14.99-	.00	
51	ACE HARDWARE	887377	TOW STRAP	10/28/2024	26.99	.00	
51	ACE HARDWARE	887446	SHIMS	10/28/2024	19.46	.00	
51	ACE HARDWARE	887524	CASTR HOOD	10/29/2024	23.98	.00	
51	ACE HARDWARE	887544	LED PLUG/PLAY LAMP	10/29/2024	19.98	.00	
51	ACE HARDWARE	887545	ELMT GRD	10/29/2024	65.99	.00	
51	ACE HARDWARE	887561	LED BULBS	10/29/2024	167.95	.00	
51	ACE HARDWARE	887588	CREDIT	10/29/2024	187.93-	.00	
51	ACE HARDWARE	887594	LIGHT	10/29/2024	16.99	.00	
51	ACE HARDWARE	887610	PAINTING SUPPLIES	10/29/2024	35.45	.00	
51	ACE HARDWARE	887732	SHOWER CURTIN AND PAPER	10/30/2024	28.98	.00	
51	ACE HARDWARE	887784	KEYS	10/31/2024	10.98	.00	
51	ACE HARDWARE	887889	WALL PLATE	10/31/2024	1.79	.00	
51	ACE HARDWARE	887935	RUBBER SPRING	11/01/2024	9.99	.00	
51	ACE HARDWARE	888000	CAULK	11/01/2024	11.99	.00	
51	ACE HARDWARE	888004	DUCT TAPE	11/01/2024	19.99	.00	
51	ACE HARDWARE	888020	TARP	11/01/2024	29.99	.00	
51	ACE HARDWARE	888181	TRASH BAGS AND CABLE	11/04/2024	34.98	.00	
51	ACE HARDWARE	888233	KEYS	11/04/2024	5.49	.00	
51	ACE HARDWARE	888321	DOWELS AND GLUE	11/05/2024	8.98	.00	
51	ACE HARDWARE	888323	PADLOCK	11/05/2024	43.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 51:					671.19	85.50-	
6861	ADVANCED NETWORK MANAG	BD0073137	RUBRIK	10/29/2024	69,257.72	.00	
6861	ADVANCED NETWORK MANAG	BD0073471	VMWARE	11/05/2024	15,206.40	.00	
Total 6861:					84,464.12	.00	
2269	AFLAC	848011	ACCOUNT #y9599	10/25/2024	1,811.28	1,811.28	11/01/2024
Total 2269:					1,811.28	1,811.28	
7544	ALLEGION ACCESS TECHNOLO	0907253767	DOORWAY SNOW KING ARENA	11/01/2024	9,505.70	.00	
Total 7544:					9,505.70	.00	
6524	ALPHAGRAPHICS	IX-417932	BUSINESS LICENSES	10/22/2024	182.05	.00	
6524	ALPHAGRAPHICS	IX-420202	BUS SIGNAGE	10/24/2024	266.09	.00	
Total 6524:					448.14	.00	
5726	AMAZON	14TX-3PXQ-FY	FLUSHABLE WIPES	10/22/2024	343.25	.00	
5726	AMAZON	17JK-C7N6-FL	LOCKOUT TAGS	10/31/2024	56.29	.00	
5726	AMAZON	1C13-JG9W-L4	CAT LITTER	10/29/2024	504.03	.00	
5726	AMAZON	1FRT-ND9T-FK	CREDIT	11/04/2024	40.99-	.00	
5726	AMAZON	1KVF-3VVQ-9	RACKMOUNT TEMPERATURE	11/07/2024	299.10	.00	
5726	AMAZON	1MJN-47JJ-G7	JUMP STARTERS	10/29/2024	58.76	.00	
5726	AMAZON	1MVT-CJYN-N	DOG TOYS	10/15/2024	52.98	.00	
5726	AMAZON	1TGM-R3GY-F	CREDIT	11/04/2024	40.99-	.00	
5726	AMAZON	1VM1-7R6X-47	SIGN HOLDERS	11/03/2024	49.28	.00	
5726	AMAZON	1WW7-CQL1-1	SHREDDER	10/30/2024	198.09	.00	
Total 5726:					1,479.80	.00	
1159	AMERICAN PUBLIC WORKS AS	000855115	MEMBERSHIP	11/06/2024	1,671.00	.00	
Total 1159:					1,671.00	.00	
2763	AMERIWEST WATER SERVICES	24-127	ALL-QWEST GALLON TOTES	10/24/2024	13,920.44	.00	
Total 2763:					13,920.44	.00	
7221	ANDERS GLASS AND TINT	1426	WINDSHIELD	07/23/2024	540.00	.00	
7221	ANDERS GLASS AND TINT	1512	WINDSHIELD	09/03/2024	540.00	.00	
7221	ANDERS GLASS AND TINT	1549	WINDSHIELD REPLACEMENT	09/19/2024	530.00	.00	
7221	ANDERS GLASS AND TINT	1579	WINDSHIELD, TINT	10/05/2024	1,510.00	.00	
7221	ANDERS GLASS AND TINT	1591	WINDSHIELD	10/14/2024	440.00	.00	
7221	ANDERS GLASS AND TINT	1597	WINDSHIELD	10/14/2024	455.00	.00	
7221	ANDERS GLASS AND TINT	1614	WINDSHIELD	10/27/2024	410.00	.00	
7221	ANDERS GLASS AND TINT	1626	WINDSHIELD	10/31/2024	480.00	.00	
Total 7221:					4,905.00	.00	
3500	BISON LUMBER	2410-860124	drip edge	10/28/2024	164.92	.00	
Total 3500:					164.92	.00	
1560	BLUE SPRUCE CLEANERS,INC	110124	DRY CLEANING PD	11/01/2024	269.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1560	BLUE SPRUCE CLEANERS,INC	110624	DRY CLEANING SAM JEWISON	11/06/2024	77.14	.00	
Total 1560:					346.79	.00	
7394	BOLAND, ANITA	110624	DECEMBER RENT	11/06/2024	2,200.00	.00	
Total 7394:					2,200.00	.00	
4634	BREAKFAST ROTARY OF JH	2621	QUARTERLY DUES MICHELLE	10/18/2024	175.00	.00	
Total 4634:					175.00	.00	
7077	BURKHOLDER, SHAWN	110624	DECEMBER RENT	11/06/2024	2,039.63	.00	
Total 7077:					2,039.63	.00	
7345	CAMP ON INC	110624	NOVEMBER AND DECEMBER 2	11/06/2024	26,600.00	.00	
Total 7345:					26,600.00	.00	
102	CASELLE INC.	136551	CONTRACT SUPPORT	11/01/2024	1,973.00	.00	
Total 102:					1,973.00	.00	
447	CDW-GOVERNMENT	AB3RQ1Y	EATON 9PX	10/30/2024	9,449.70	.00	
447	CDW-GOVERNMENT	NEE01027	OUTSTANDING CREDITS	09/26/2016	2,539.07-	.00	
Total 447:					6,910.63	.00	
6769	CENTRALSQUARE	423237	FIELD OPS LICENSES	10/25/2024	360.00	.00	
Total 6769:					360.00	.00	
544	CENTURYLINK	708743123	Monthly bill for account 75912352	10/20/2024	185.45	.00	
Total 544:					185.45	.00	
7089	CHARLIE'S PLUMBING OF JH	13938	HAND AUGER TOILET	10/29/2024	245.00	.00	
Total 7089:					245.00	.00	
7542	CHASE, MATTHEW	102924	REIMBURSE TRAVEL EXPENSE	10/29/2024	5,590.47	.00	
Total 7542:					5,590.47	.00	
5967	CITY OF DRIGGS	BBSTART2025	BUS BARN RENT	10/31/2024	1,503.67	.00	
Total 5967:					1,503.67	.00	
69	COMMUNITY ENTRY SERVICES	101424	2ND QUARTER PAYMENT	10/14/2024	45,000.00	.00	
Total 69:					45,000.00	.00	
260	COMMUNITY SAFETY NETWORK	110624	QUARTER 2 PAYMENT	11/06/2024	5,833.33	.00	
Total 260:					5,833.33	.00	
514	CONRAD & BISCHOFF INC.	IN331854-24	DSL FUEL	10/24/2024	17,985.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 514:					17,985.86	.00	
4887	CONTROL SYSTEM TECHNOLO	11385	WWTP	10/28/2024	13,868.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11393	CONTROL SERVICE	11/05/2024	150.00	.00	
Total 4887:					14,018.00	.00	
7500	CONWAY, LARS	110624	DECEMBER RENT	11/06/2024	2,500.00	.00	
Total 7500:					2,500.00	.00	
1691	CORE & MAIN LP	V772097	WATER METER PARTS	10/09/2024	4,701.94	.00	
Total 1691:					4,701.94	.00	
3001	CREATIVE ENERGIES, LLC	10388	START BUS BARN	11/06/2024	4,150.00	.00	
Total 3001:					4,150.00	.00	
708	DELTA DENTAL PLAN OF WYOM	100124	SEPTEMBER CLAIMS	10/01/2024	9,139.20	9,139.20	11/04/2024
708	DELTA DENTAL PLAN OF WYOM	100124	OCTOBER OREMIUM	10/01/2024	686.40	686.40	11/04/2024
Total 708:					9,825.60	9,825.60	
3881	DEX IMAGING	AR12215365	COLOR COPIER	10/31/2024	1,080.21	.00	
3881	DEX IMAGING	ID0257	COPIER @ START	01/03/2021	5,500.00	.00	
Total 3881:					6,580.21	.00	
6270	DISCOUNT SNOW STAKES	0189088	BLUE SNOW STAKES	10/25/2024	223.15	.00	
Total 6270:					223.15	.00	
6883	DIVISION OF CHILD SUPPORT	103024	DCSE CASE #0005405448	10/30/2024	509.23	509.23	10/30/2024
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	110424	Crime Victim SurchAGE	11/04/2024	150.00	.00	
Total 2175:					150.00	.00	
3408	E.R. OFFICE EXPRESS	22775	PAPER	10/16/2024	67.81	.00	
3408	E.R. OFFICE EXPRESS	22786	CARD STOCK	10/16/2024	35.77	.00	
3408	E.R. OFFICE EXPRESS	22787	CORRECTION TAPE	10/16/2024	35.93	.00	
3408	E.R. OFFICE EXPRESS	22820	PAPER	10/29/2024	67.81	.00	
3408	E.R. OFFICE EXPRESS	22842	STAMP	11/01/2024	53.95	.00	
3408	E.R. OFFICE EXPRESS	22846	OFFICE SUPPLIES	11/05/2024	71.69	.00	
3408	E.R. OFFICE EXPRESS	22866	Office Supplies	11/07/2024	59.09	.00	
Total 3408:					392.05	.00	
6844	EKOS, INC	218906	FUEL SITE MODULE	10/17/2024	720.00	.00	
Total 6844:					720.00	.00	
7538	ENDINGGATES LLC	1	ON SITE INVENTORY ANALYSIS	10/25/2024	11,240.81	.00	
7538	ENDINGGATES LLC	2	ON SITE INVENTORY ANALYSIS	11/01/2024	11,113.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7538:					22,354.59	.00	
6092	ENERGY 1	6240120-1	SERVER ROOM REMODEL	10/25/2024	775.00	.00	
Total 6092:					775.00	.00	
1134	ENERGY LABORATORIES INC.	667731	INFLUENT AND EFFLUENT	10/23/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	669096	INFLUENT AND EFFLUENT	10/29/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	669111	BEFORE AND AFTER LIGHTS	10/29/2024	167.00	.00	
1134	ENERGY LABORATORIES INC.	C24050958	BEFORE AND AFTER LIGHTS	06/05/2024	167.00	.00	
Total 1134:					1,272.00	.00	
6552	ETNA TRADE PARK LLC	110624	DECEMBER RENT	11/06/2024	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	110624	SSTREET WORK	11/06/2024	233,207.29	.00	
81	EVANS CONSTRUCTION INC	9065	SAND	11/05/2024	24,750.00	.00	
Total 81:					257,957.29	.00	
3195	FERGUSON ENTERPRISES, IN	3145522	COUP ASSY	10/25/2024	20.06	.00	
3195	FERGUSON ENTERPRISES, IN	3145732	CLST SPUD	10/25/2024	12.12	.00	
Total 3195:					32.18	.00	
4294	FIRE SERVICES OF IDAHO	12573964	ALARM MONITORING	07/31/2024	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12573966	ALARM MONITORING START	07/31/2024	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12573967	ALARM MONITORING	07/31/2024	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12573968	ALARM MONITORING	07/31/2024	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12573969	ALARM MONITORING	07/31/2024	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12573970	ALARM MONITORING	07/31/2024	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12574273	ALARM MONITORING	07/31/2024	90.00	.00	
Total 4294:					2,250.00	.00	
6126	GARMIN USA	43754983	MONTHLY CHARGES	10/27/2024	64.95	.00	
Total 6126:					64.95	.00	
7137	GOVOS, INC	7859	STUDIO ADDON	10/30/2024	3,162.50	.00	
Total 7137:					3,162.50	.00	
7497	GRIFFITH PARTNERSHIP LLC	110624	120 ASPEN DECEMBER RENT	11/06/2024	1,750.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	110624	LAST MONTH RENT 126 ASPEN	11/06/2024	1,600.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	110624	SECURITY DEPOSIT 126 ASPEN	11/06/2024	1,600.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	110624	DECEMBER RENT 126 ASPEN	11/06/2024	1,600.00	.00	
Total 7497:					6,550.00	.00	
6913	H & R ENTERPRISES, LLC	558	UNIFORMS	10/16/2024	1,331.93	.00	
Total 6913:					1,331.93	.00	
96	HIGH COUNTRY LINEN	0459795	MATS @ TOWN HALL	08/27/2024	237.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0467442	SHOP SUPPLIES	10/07/2024	49.83	.00	
96	HIGH COUNTRY LINEN	0467442	UNIFORMS	10/07/2024	22.64	.00	
96	HIGH COUNTRY LINEN	0468652	shop SUPPLIES	10/14/2024	49.83	.00	
96	HIGH COUNTRY LINEN	0468652	UNIFORMS	10/14/2024	22.64	.00	
96	HIGH COUNTRY LINEN	0469887	MATS @ 155 E PEARL	10/21/2024	11.17	.00	
96	HIGH COUNTRY LINEN	0470171	MATS @ TOWN HALL	10/22/2024	250.73	.00	
96	HIGH COUNTRY LINEN	0470266	MATS @ SHELTER	10/23/2024	77.62	.00	
96	HIGH COUNTRY LINEN	0470956	UNIFORMS	10/28/2024	22.64	.00	
96	HIGH COUNTRY LINEN	0470956	SHOP TOWELS	10/28/2024	49.83	.00	
96	HIGH COUNTRY LINEN	0471025	MATS @ HOME RANCH	10/28/2024	23.45	.00	
96	HIGH COUNTRY LINEN	0471361	MATS AND TOWELS @ WWTP	10/31/2024	25.38	.00	
96	HIGH COUNTRY LINEN	0472012	MATS AND TOWELS @ START	11/04/2024	202.85	.00	
96	HIGH COUNTRY LINEN	S0460407	SUPPLIES FOR TOWN HALL	08/29/2024	207.34	.00	
96	HIGH COUNTRY LINEN	S0467361	PAPER PRODUCTS	10/04/2024	139.70	.00	
96	HIGH COUNTRY LINEN	S0469043	CLEANERS	10/15/2024	221.86	.00	
96	HIGH COUNTRY LINEN	S0469250	IINERS	10/16/2024	72.50	.00	
96	HIGH COUNTRY LINEN	S0469279	GARBAGE BAGS	10/17/2024	75.06	.00	
96	HIGH COUNTRY LINEN	S0470652	CLEANING SUPPLIES	10/24/2024	158.23	.00	
Total 96:					1,920.55	.00	
7540	HUGHES PRODUCTION	30348	MT2030 SUMMIT	10/21/2024	18,090.53	.00	
Total 7540:					18,090.53	.00	
4736	IDAHO CHILD SUPPORT RECEI	103024	case 426985	10/30/2024	564.20	564.20	10/30/2024
Total 4736:					564.20	564.20	
36	IDAHO STATE TAX COMMISSIO	110124	OCTOBER WITHHOLDINGS	11/01/2024	5,953.00	5,953.00	11/01/2024
Total 36:					5,953.00	5,953.00	
106	INTERSTATE BATTERY	950003735	BATTERIES	11/04/2024	432.85	.00	
Total 106:					432.85	.00	
6954	IVY OUTDOOR SERVICES LLC	0000109	TRASH SERVICE OCTOBER	11/01/2024	2,106.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000111	DOWNTOWN TRASH CANS	11/01/2024	18,071.00	.00	
Total 6954:					20,177.00	.00	
1081	JACK'S TIRE & OIL	24-0614825-03	FLANGE RING	10/28/2024	518.45	.00	
Total 1081:					518.45	.00	
2	JACKSON CURBSIDE INC.	00032268	RECYCLING	10/10/2024	255.00	.00	
2	JACKSON CURBSIDE INC.	00032274	TOWN HALL RECYCLING	10/10/2024	555.00	.00	
Total 2:					810.00	.00	
7163	JACKSON GROUP LOCKBOX	679210IFX1	MAGA THIN	10/18/2024	850.94	.00	
Total 7163:					850.94	.00	
6474	JACKSON HOLE LAW, PC	2382	LEGAL SERVICES	10/31/2024	3,502.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6474:					3,502.50	.00	
131	JACKSON HOLE NEWS & GUID	369061	AD#431129	08/28/2024	945.25	.00	
131	JACKSON HOLE NEWS & GUID	369063	AD#431130	08/28/2024	66.50	.00	
131	JACKSON HOLE NEWS & GUID	369064	AD#431131	08/28/2024	114.00	.00	
131	JACKSON HOLE NEWS & GUID	370011	AD#431753	09/18/2024	304.00	.00	
131	JACKSON HOLE NEWS & GUID	371199	AD#432710	10/23/2024	608.00	.00	
131	JACKSON HOLE NEWS & GUID	371200	AD#432682	10/23/2024	456.00	.00	
131	JACKSON HOLE NEWS & GUID	371201	AD#432607	10/23/2024	608.00	.00	
131	JACKSON HOLE NEWS & GUID	371202	AD#432608	10/23/2024	608.00	.00	
131	JACKSON HOLE NEWS & GUID	371392	AD#432864	10/30/2024	33.25	.00	
131	JACKSON HOLE NEWS & GUID	371396	AD#431969	10/30/2024	345.00	.00	
131	JACKSON HOLE NEWS & GUID	371427	AD#432853	10/30/2024	456.00	.00	
131	JACKSON HOLE NEWS & GUID	371525	AD#432536	10/31/2024	296.10	.00	
131	JACKSON HOLE NEWS & GUID	371607	AD#432283	10/31/2024	1,184.40	.00	
131	JACKSON HOLE NEWS & GUID	371810	AD#433066	11/06/2024	608.00	.00	
Total 131:					6,632.50	.00	
115	JACKSON PAINT AND GLASS, I	135384	WINDSHIELD	08/02/2024	1,120.00	.00	
Total 115:					1,120.00	.00	
239	JH20 WATER CONDITIONING &	5241	water @ WWTP	10/29/2024	85.00	.00	
Total 239:					85.00	.00	
7442	JOE JOHNSON EQUIPMENT	U00032	ELGIN STREET SWEEPER	10/29/2024	299,897.00	.00	
Total 7442:					299,897.00	.00	
139	JORGENSEN ASSOCIATES, PC	54804	24055 TOJ SNOW KING TANK	10/21/2024	2,010.00	.00	
139	JORGENSEN ASSOCIATES, PC	54881	22182 MILLWARD	10/31/2024	2,379.65	.00	
Total 139:					4,389.65	.00	
5537	KEENAN, PETER	110624	DECEMBER RENT	11/06/2024	2,300.00	.00	
Total 5537:					2,300.00	.00	
7375	LEADSONLINE LLC	414873	UNLIMITED STORAGE	10/15/2024	5,145.00	.00	
Total 7375:					5,145.00	.00	
5691	LEPCO	59746	MAINTENANCE	10/30/2024	645.00	.00	
Total 5691:					645.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	15509	AA240065 DEDUCTIBLE	10/22/2024	1,000.00	.00	
Total 2224:					1,000.00	.00	
156	LOWER VALLEY ENERGY INC	110624	DECEMBER RENT	11/06/2024	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 10-	3150 S ADAMS CANYON DR, JA	10/31/2024	199.40	.00	
156	LOWER VALLEY ENERGY INC	92050-003 10-	SPRUCE DR PUMP HOUSE, JA	10/31/2024	298.04	.00	
156	LOWER VALLEY ENERGY INC	92050-008 10-	CEMETERY, JACKSON, WY 20	10/31/2024	16.96	.00	
156	LOWER VALLEY ENERGY INC	92050-010 10-	ELY SPRINGS RD WELL 6,7,8, J	10/31/2024	1,550.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-014 10-	135 E BROADWAY AVE HEAT TA	10/31/2024	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-017 10-	WASTE WATER TRTMT INTERM	10/31/2024	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 10-	RANGEVIEW DR LIFT PUMP CO	10/31/2024	68.53	.00	
156	LOWER VALLEY ENERGY INC	92050-021 10-	150 E PEARL AVE, JACKSON, W	10/31/2024	1,267.58	.00	
156	LOWER VALLEY ENERGY INC	92050-024 10-	1605 BERGER LN SEWER LIFT	10/31/2024	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-025 10-	450 W SNOW KING AVE NEW S	10/31/2024	430.16	.00	
156	LOWER VALLEY ENERGY INC	92050-026 10-	450 W SNOW KING AVE SHOP, J	10/31/2024	217.90	.00	
156	LOWER VALLEY ENERGY INC	92050-044 10-	610 SNOW KING DR ESTATES B	10/31/2024	223.81	.00	
156	LOWER VALLEY ENERGY INC	92050-047 10-	WASTE WATER TRTMT UV BLD	10/31/2024	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 10-	WASTE WATER TRTMT PTB 545	10/31/2024	11,796.89	.00	
156	LOWER VALLEY ENERGY INC	92050-050 10-	2 MG TANK, JACKSON, WY 200	10/31/2024	18.62	.00	
156	LOWER VALLEY ENERGY INC	92050-051 10-	WELL #5 KARNs MEADOW DR,	10/31/2024	2,703.86	.00	
156	LOWER VALLEY ENERGY INC	92050-052 10-	675 E BROADWAY AVE WELL #1	10/31/2024	1,608.57	.00	
156	LOWER VALLEY ENERGY INC	92050-053 10-	WELLS #2 & #3, JACKSON, WY	10/31/2024	1,412.50	.00	
156	LOWER VALLEY ENERGY INC	92050-054 10-	CITY WELL ELK REF 1, JACKSO	10/31/2024	13.06	.00	
156	LOWER VALLEY ENERGY INC	92050-055 10-	CITY WELL ELK REF 2, JACKSO	10/31/2024	13.06	.00	
156	LOWER VALLEY ENERGY INC	92050-059 10-	440 W SNOW KING AVE POLICE	10/31/2024	24.86	.00	
156	LOWER VALLEY ENERGY INC	92050-060 10-	400 W SNOW KING AVE S GAR,	10/31/2024	38.08	.00	
156	LOWER VALLEY ENERGY INC	92050-061 10-	400 W SNOW KING AVE PUBLIC	10/31/2024	113.98	.00	
156	LOWER VALLEY ENERGY INC	92050-074 10-	CRABTREE LN THAW WELL #2,	10/31/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-075 10-	HIGH SCHOOL RD THAW WELL	10/31/2024	26.97	.00	
156	LOWER VALLEY ENERGY INC	92050-077 10-	685 E HANSEN AVE, JACKSON,	10/31/2024	85.95	.00	
156	LOWER VALLEY ENERGY INC	92050-078 10-	145 W HANSEN AVE FRONT, JA	10/31/2024	127.02	.00	
156	LOWER VALLEY ENERGY INC	92050-079 10-	145 W HANSEN AVE BACK, JAC	10/31/2024	69.34	.00	
156	LOWER VALLEY ENERGY INC	92050-082 10-	400 W SNOW KING AVE E STOR	10/31/2024	30.50	.00	
156	LOWER VALLEY ENERGY INC	92050-089 10-	685 E HANSEN AVE, JACKSON,	10/31/2024	8.99	.00	
156	LOWER VALLEY ENERGY INC	92050-090 10-	955 MAPLE WAY, JACKSON, WY	10/31/2024	71.57	.00	
156	LOWER VALLEY ENERGY INC	92050-092 10-	3150 S ADAMS CANYON DR ANI	10/31/2024	146.34	.00	
156	LOWER VALLEY ENERGY INC	92050-102 10-	145 W HANSEN AVE FRONT, JA	10/31/2024	26.18	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	10/31/2024	2,714.28	.00	
156	LOWER VALLEY ENERGY INC	92050-106 10-	940 SIMON LN, JACKSON, WY	10/31/2024	156.26	.00	
156	LOWER VALLEY ENERGY INC	92050-114 10-3	210 N CACHE ST HOME RANCH	10/31/2024	267.03	.00	
156	LOWER VALLEY ENERGY INC	92050-126 10-	SPRING WATER LN LIFT STATIO	10/31/2024	32.68	.00	
156	LOWER VALLEY ENERGY INC	92050-127 10-	3337 S CODY CREEK DR LIFT S	10/31/2024	131.13	.00	
156	LOWER VALLEY ENERGY INC	92050-131 10-	195 E DELONEY AVE RESTROO	10/31/2024	171.36	.00	
156	LOWER VALLEY ENERGY INC	92050-132 10-	160 S MILLWARD ST PARKING	10/31/2024	1,550.31	.00	
156	LOWER VALLEY ENERGY INC	92050-134 10-	160 S MILLWARD ST PARKING	10/31/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 10-	JOSEPHINE LOOP LOT 15 LIFT	10/31/2024	87.41	.00	
156	LOWER VALLEY ENERGY INC	92050-341 10-	210 N CACHE ST HOME RANCH	10/31/2024	28.94	.00	
156	LOWER VALLEY ENERGY INC	92050-345 10-	930 SIMON LN, JACKSON, WY	10/31/2024	112.64	.00	
156	LOWER VALLEY ENERGY INC	92050-356 10-	55 KARNs MEADOW DR START	10/31/2024	1,746.95	.00	
156	LOWER VALLEY ENERGY INC	92050-357 10-	55 KARNs MEADOW DR START	10/31/2024	1,305.49	.00	
156	LOWER VALLEY ENERGY INC	92050-359 10-	MILLER PARK PARKING LOT CH	10/31/2024	226.51	.00	
156	LOWER VALLEY ENERGY INC	92050-361 10-	625 W BROADWAY AVE NEW P	10/31/2024	21.80	.00	
156	LOWER VALLEY ENERGY INC	92050-363 10-	455 VINE ST UTIL, JACKSON, W	10/31/2024	51.79	.00	
156	LOWER VALLEY ENERGY INC	92050-364 10-	65 VIRGINIAN LN #5, JACKSON,	10/31/2024	35.44	.00	
156	LOWER VALLEY ENERGY INC	92050-365 10-	65 VIRGINIAN LN #7, JACKSON,	10/31/2024	78.39	.00	
156	LOWER VALLEY ENERGY INC	92050-367 10-	455 VINE ST APT #3, JACKSON,	10/31/2024	39.53	.00	
156	LOWER VALLEY ENERGY INC	92050-368 10-	455 VINE ST APT #4, JACKSON,	10/31/2024	44.44	.00	
156	LOWER VALLEY ENERGY INC	92050-370 10-	2022 WILDFLOWER CT, JACKS	10/31/2024	65.85	.00	
156	LOWER VALLEY ENERGY INC	92050-371 10-	2022 WILDFLOWER CT, JACKS	10/31/2024	37.18	.00	
156	LOWER VALLEY ENERGY INC	92050-374 10-	455 VINE ST APT #1, JACKSON,	10/31/2024	54.48	.00	
156	LOWER VALLEY ENERGY INC	92050-375 10-	155 E PEARL AVE, JACKSON, W	10/31/2024	21.80	.00	
156	LOWER VALLEY ENERGY INC	92050-376 10-	149 E PEARL AVE, JACKSON, W	10/31/2024	60.19	.00	
156	LOWER VALLEY ENERGY INC	92050-378 10-	145 E PEARL AVE #A EAST, JAC	10/31/2024	33.95	.00	
156	LOWER VALLEY ENERGY INC	92050-383 10-	SNOW KING DR WATER TANK C	10/31/2024	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-385 10-	85 N SPRING GULCH RD SPRIN	10/31/2024	147.18	.00	
156	LOWER VALLEY ENERGY INC	92050-388 10-	121 SHERWOOD CT BLDG 2 BU	10/31/2024	25.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-389 10-	1640 MARTIN LN LIFT STATION,	10/31/2024	22.06	.00	
156	LOWER VALLEY ENERGY INC	92050-390 10-	400 W SNOW KING AVE HOUSI	10/31/2024	182.15	.00	
156	LOWER VALLEY ENERGY INC	92050-391 10-	400 W SNOW KING AVE PARK M	10/31/2024	404.92	.00	
156	LOWER VALLEY ENERGY INC	92050-392 10-	400 W SNOW KING AVE ADMIN,	10/31/2024	491.95	.00	
156	LOWER VALLEY ENERGY INC	92050-393 10-	400 W SNOW KING AVE EMPLO	10/31/2024	378.20	.00	
156	LOWER VALLEY ENERGY INC	92050-395 10-	145 E PEARL AVE #C LOFT, JAC	10/31/2024	49.28	.00	
156	LOWER VALLEY ENERGY INC	92050-396 10-	145 E PEARL AVE HSE/CMN, JA	10/31/2024	81.52	.00	
156	LOWER VALLEY ENERGY INC	92050-397 10-	145 E PEARL AVE #B WEST, JA	10/31/2024	39.06	.00	
156	LOWER VALLEY ENERGY INC	92050-398 10-	155 E PEARL AVE, JACKSON, W	10/31/2024	59.50	.00	
156	LOWER VALLEY ENERGY INC	92050-399 10-	155 E PEARL AVE, JACKSON, W	10/31/2024	62.45	.00	
156	LOWER VALLEY ENERGY INC	92050-401 10-	455 VINE ST APT #2, JACKSON,	10/31/2024	71.20	.00	
156	LOWER VALLEY ENERGY INC	92050-405 10-	3585 S CANADIAN DR, JACKSO	10/31/2024	104.57	.00	
156	LOWER VALLEY ENERGY INC	92050-406 10-	3585 S CANADIAN DR, JACKSO	10/31/2024	9.40	.00	
156	LOWER VALLEY ENERGY INC	92050-407 10-	130 E KELLY AVE #23, JACKSO	10/31/2024	44.90	.00	
156	LOWER VALLEY ENERGY INC	92050-411 10-3	1540 MARTIN LN H-FRAME MET	10/31/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-413 10-	76 E CIRCLE DR, THAYNE, WY	10/31/2024	11.40	.00	
156	LOWER VALLEY ENERGY INC	92050-416 10-	350 N MILLWARD ST #5, JACKS	10/31/2024	25.79	.00	
156	LOWER VALLEY ENERGY INC	92050-418 10-	355 W DELONEY AVE E-5, JACK	10/31/2024	62.27	.00	
156	LOWER VALLEY ENERGY INC	92050-419 10-	55 VIRGINIAN LN #4, JACKSON,	10/31/2024	56.42	.00	
156	LOWER VALLEY ENERGY INC	92050-420 10-	355 W DELONEY AVE A-5, JACK	10/31/2024	41.36	.00	
156	LOWER VALLEY ENERGY INC	92050-421 10-	268 SAWMILL RD, ALPINE, WY	10/31/2024	28.28	.00	
156	LOWER VALLEY ENERGY INC	92050-423 10-	120 ASPEN DR, JACKSON, WY	10/31/2024	33.16	.00	
Total 156:					37,242.64	.00	
5601	MALWAREBYTES	IN100283470	THREATDOWN ADVANCED	11/07/2024	10,650.25	.00	
Total 5601:					10,650.25	.00	
7112	MARKMAN, JASON	110624	DECEMBER RENT	11/06/2024	2,800.00	.00	
Total 7112:					2,800.00	.00	
7543	MASTERCARE JH	1792	CARPET CLEANING	10/16/2024	431.60	.00	
Total 7543:					431.60	.00	
257	NAPA AUTO PARTS INC.	103024	CANISTER	10/30/2024	45.89	.00	
257	NAPA AUTO PARTS INC.	261156	AIR FILTER	10/17/2024	79.98	.00	
257	NAPA AUTO PARTS INC.	261166	SILENT GUARD	10/17/2024	39.99	.00	
257	NAPA AUTO PARTS INC.	261785	SPARK PLUG	10/21/2024	142.42	.00	
257	NAPA AUTO PARTS INC.	261946	IGNITION COIL	10/21/2024	65.54	.00	
257	NAPA AUTO PARTS INC.	262073	FILTERS AND WIPER BLADES	10/22/2024	235.19	.00	
257	NAPA AUTO PARTS INC.	262535	FILTERS AND WIPER BLADES	10/23/2024	63.17	.00	
257	NAPA AUTO PARTS INC.	262643	BOXED MINATURES	10/24/2024	18.00	.00	
257	NAPA AUTO PARTS INC.	262905	HYDRAULIC COUPLING	10/25/2024	67.50	.00	
257	NAPA AUTO PARTS INC.	263458	FILTERS AND WIPER BLADES	10/28/2024	23.63	.00	
257	NAPA AUTO PARTS INC.	263533	STARTING FLUID	10/28/2024	10.98	.00	
257	NAPA AUTO PARTS INC.	263586	relay	10/28/2024	15.74	.00	
257	NAPA AUTO PARTS INC.	263587	CASE REAR	10/28/2024	21.09	.00	
257	NAPA AUTO PARTS INC.	263627	BRAKES	10/28/2024	299.98	.00	
257	NAPA AUTO PARTS INC.	263628	WASHER FLUID CAP	10/28/2024	4.74	.00	
257	NAPA AUTO PARTS INC.	263885	HEADLIGHTS	10/29/2024	13.49	.00	
257	NAPA AUTO PARTS INC.	264052	strobe light	10/30/2024	72.39	.00	
257	NAPA AUTO PARTS INC.	264068	WD40	10/30/2024	23.97	.00	
257	NAPA AUTO PARTS INC.	265135	BLADES	11/04/2024	86.37	.00	
257	NAPA AUTO PARTS INC.	265277	PARTS	11/04/2024	73.07	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					1,403.13	.00	
187	NELSON ENGINEERING	65591	SCOTT MAPLE LANE BIKE/PED	10/03/2024	627.50	.00	
187	NELSON ENGINEERING	65773	23-302-01 TOJ THAW WELL 10	10/30/2024	1,500.00	.00	
187	NELSON ENGINEERING	65872	23-302-02 TOJ GILL WELL HOUS	11/01/2024	6,012.90	.00	
Total 187:					8,140.40	.00	
3222	OTIS ELEVATOR COMPANY	SH17097001	SERVICE CALL	06/27/2024	1,420.00	.00	
Total 3222:					1,420.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775651790	BELT	10/30/2024	77.99	.00	
Total 6483:					77.99	.00	
7545	PRO ACCESS FLOORS	248059	CONCRETE FLOOR SYSTEM	11/04/2024	3,691.50	.00	
Total 7545:					3,691.50	.00	
6649	QUADIENT LEASING USA, INC.	Q1451916	PAYMENT	09/06/2024	541.68	.00	
Total 6649:					541.68	.00	
7066	R & A SAFETY LLC	45359	PRE EMPLOY	10/03/2024	90.50	.00	
7066	R & A SAFETY LLC	45364	PRE EMPLOY	10/04/2024	90.50	.00	
7066	R & A SAFETY LLC	45392	PRE EMPLOY	10/04/2024	90.50	.00	
7066	R & A SAFETY LLC	45412	PRE EMPLOY	10/10/2024	90.50	.00	
7066	R & A SAFETY LLC	45465	PRE MEPLY	10/15/2024	90.50	.00	
7066	R & A SAFETY LLC	45473	RANDOM	10/17/2024	90.50	.00	
7066	R & A SAFETY LLC	45480	PRE EMPLOY	10/11/2024	90.50	.00	
7066	R & A SAFETY LLC	45486	PRE EMPLOY	10/18/2024	90.50	.00	
7066	R & A SAFETY LLC	45541	PRE EMPLOY	10/28/2024	90.50	.00	
Total 7066:					814.50	.00	
7460	RAMANATHAN, BRINDA	110624	DECEMBER RENT	11/06/2024	2,500.00	.00	
Total 7460:					2,500.00	.00	
2850	RT1 INC	102224	ship monthly samples	10/22/2024	32.04	.00	
Total 2850:					32.04	.00	
5812	RUI INC. DBA VILLAGE GARDN	4489	LANDSCAPE MAINTENANCE	10/31/2024	170.10	.00	
5812	RUI INC. DBA VILLAGE GARDN	4490	SUMMER LANDSCAPE	10/31/2024	157.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	4491	SUMMER LANDSCAPE	10/31/2024	105.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	4492	SUMMER LANDSCAPE	10/31/2024	166.95	.00	
Total 5812:					599.55	.00	
7547	SANFILLIO, MASON	110824	DEPOSIT REFUND WSK2	11/08/2024	486.75	.00	
Total 7547:					486.75	.00	
7248	SEASONS HANDYWORKS AND	2183	INSTALL POSTS @ CEMETERY	07/29/2024	200.00	.00	
7248	SEASONS HANDYWORKS AND	2317	SIGN BASES	10/28/2024	1,400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7248:					1,600.00	.00	
4359	SHERWIN-WILLIAMS CO.	0164-1	STREET PAINT	10/23/2024	8,500.00	.00	
4359	SHERWIN-WILLIAMS CO.	6372-5	PAINT	10/30/2024	49.23	.00	
4359	SHERWIN-WILLIAMS CO.	8794-7	PAINT	08/20/2024	74.95	.00	
Total 4359:					8,624.18	.00	
4548	SILVER CREEK SUPPLY	0018170259-0	PARTS	10/21/2024	106.20	.00	
Total 4548:					106.20	.00	
4720	SILVERSTAR	54639 1124	MONTHLY SERVICE 54639	11/01/2024	2,737.00	.00	
4720	SILVERSTAR	654791 1101	MONTHLY SERVICES 654791	11/01/2024	1,121.64	.00	
Total 4720:					3,858.64	.00	
7546	SPACE EXPLORATION TECHNO	INV-USA-3157	ROAMING CHARGES	11/01/2024	165.00	.00	
Total 7546:					165.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334633490	ANIMAL CARE	10/16/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334633491	ANIMAL CARE	10/16/2024	78.84	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334633492	ANIMAL CARE	10/16/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334633493	ANIMAL CARE	10/16/2024	154.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334633494	ANIMAL CARE	10/16/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334633495	ANIMAL CARE	10/16/2024	151.00	.00	
Total 1505:					480.50	.00	
6838	SPSC POA - South Park Services	110124	WATER/LOT FEE	11/01/2024	303.82	.00	
Total 6838:					303.82	.00	
6871	STANDARD INSURANCE COMP	100124	OCTOBER STD, LTD AND LIFE	10/01/2024	7,414.92	7,414.92	11/04/2024
6871	STANDARD INSURANCE COMP	100124	OCTOBER VOLUNARY LIFE	10/01/2024	1,120.05	1,120.05	11/04/2024
6871	STANDARD INSURANCE COMP	100124	OCTOBER VOLUNTARY POLICE	10/01/2024	2,340.78	2,340.78	11/04/2024
Total 6871:					10,875.75	10,875.75	
251	STANDARD PLUMBING SUPPLY	XJK270	HANDLE	09/11/2024	42.62	.00	
251	STANDARD PLUMBING SUPPLY	XKZ946	CREDIT	09/26/2024	26.63-	.00	
Total 251:					15.99	.00	
7088	STONE, KIRK	110624	DECEMBER RENT	11/06/2024	3,087.00	.00	
Total 7088:					3,087.00	.00	
7076	SUSTAINABLE STRATEGIES DC	4130	GRANT CONSULTING	10/04/2024	7,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	4173	GRANT CONSULTING	11/02/2024	7,895.12	.00	
Total 7076:					15,395.12	.00	
7539	SWEET SPIRITS PRESCHOOL &	44128652	CHILDCARE DURING COUNCIL	10/24/2024	3,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7539:					3,500.00	.00	
4933	SYMBOLARTS, LLC	0508565	PATCHES	10/31/2024	604.00	.00	
Total 4933:					604.00	.00	
6554	TETON COUNTY HISTORIC	100124	SOCIAL SERVICE CONTRACT	10/01/2024	13,425.00	.00	
Total 6554:					13,425.00	.00	
1614	TETON COUNTY-FUND 10	102324RENT	DECEMBER ADAMS CANYON R	10/23/2024	4,024.00	.00	
1614	TETON COUNTY-FUND 10	102824D	OCTOBER 2024 DISPATCH	10/28/2024	52,038.75	.00	
1614	TETON COUNTY-FUND 10	102824P	OCTOBER 2024 PATHWAYS	10/28/2024	10,249.55	.00	
1614	TETON COUNTY-FUND 10	102824PLAN	PLANNING OCTOBER 2024	10/28/2024	7,967.26	.00	
1614	TETON COUNTY-FUND 10	102824PLAN	PLANNING OCTOBER 2024	10/28/2024	6,162.06	.00	
Total 1614:					80,441.62	.00	
3027	TETON COUNTY-FUND 13	102824C	OCOTBER 2024 CAPITAL	10/28/2024	12,069.90	.00	
Total 3027:					12,069.90	.00	
166	TETON COUNTY-FUND 19	102824C	OCTOBER 2024 CAPITAL	10/28/2024	27,210.96	.00	
Total 166:					27,210.96	.00	
392	TETON LITERACY CENTER	110624	SOCIAL SERVICES GRANT	11/06/2024	4,466.67	.00	
Total 392:					4,466.67	.00	
268	TETON MOTORS INC	5111393	MIRROR	10/04/2024	439.83	.00	
Total 268:					439.83	.00	
6810	THE TIRE RACK, INC.	MT80748	TIRES	10/29/2024	228.28	.00	
6810	THE TIRE RACK, INC.	MU16841	TIRES	11/01/2024	3,114.60	.00	
Total 6810:					3,342.88	.00	
7367	T-MOBILE	9573807746	AREA DUMP	07/15/2024	300.00	.00	
Total 7367:					300.00	.00	
7536	TRADEWINDE CONSTRUCTION	103124	RELEASE BOND E24-0182 650	10/31/2024	2,000.00	2,000.00	10/31/2024
Total 7536:					2,000.00	2,000.00	
7284	UCM DIGITAL HEALTH, INC	43324	OCTOBER PREMIUM	10/01/2024	962.00	962.00	11/04/2024
Total 7284:					962.00	962.00	
4649	ULINE	184560723	TRAFFIC CONES	10/18/2024	1,855.17	.00	
4649	ULINE	184948622	LADDER	10/29/2024	1,123.60	.00	
Total 4649:					2,978.77	.00	
777	UPPER CASE PRINTING INK	2277	FLYER	10/04/2024	289.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 777:					289.95	.00	
7361	US HOMES LLC	110624	DECEMBER RENT	11/06/2024	1,638.00	.00	
Total 7361:					1,638.00	.00	
706	USA BLUE BOOK	INV00396141	MARKING FLAGS	06/17/2024	63.99	.00	
Total 706:					63.99	.00	
1949	VERIZON WIRELESS	9975277683B	MONTHLY SERVICES	10/01/2024	2,000.00	.00	
Total 1949:					2,000.00	.00	
5022	VISION SERVICE PLAN - (WY)	821270563	OCTOBER PREMIUM	09/17/2024	1,879.66	1,879.66	11/04/2024
Total 5022:					1,879.66	1,879.66	
4848	WAMCO LAB, INC.	15013	EFFLUENT	10/31/2024	550.00	.00	
Total 4848:					550.00	.00	
2247	WATKINS, MARK	101724	TRAVEL EXPENSES	10/17/2024	72.05	.00	
Total 2247:					72.05	.00	
6160	WEST FORK CONSTRUCTION	1050018-001	KARNS MEADOW RETAINING W	10/28/2024	76,718.00	.00	
Total 6160:					76,718.00	.00	
1640	WESTERN STATE	IN002974245	CUTTING EDGES AND BOLTS	10/25/2024	856.52	.00	
Total 1640:					856.52	.00	
2802	WESTWOOD CURTIS	110424	PAY APP #3 MILLWARD WATER	11/04/2024	555,955.01	.00	
Total 2802:					555,955.01	.00	
472	WHITE GLOVE CLEANING, INC.	9891	CLEANING CORE FACILITY	10/31/2024	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	9893	JANITORIAL	10/31/2024	2,902.00	.00	
472	WHITE GLOVE CLEANING, INC.	9893	TRASH	10/31/2024	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	9916	SNOW KING HOUSING	10/31/2024	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	9918	Public Works cleaning	10/31/2024	800.00	.00	
472	WHITE GLOVE CLEANING, INC.	9919	Parking Garage cleaning	10/31/2024	250.00	.00	
472	WHITE GLOVE CLEANING, INC.	9920	BUNK HOUSE	10/31/2024	125.00	.00	
Total 472:					5,133.13	.00	
7385	WHITEFORD, TAYLOR & PREST	64371683	PROTERRA BANKRUPTCY	02/20/2024	6,999.30	.00	
Total 7385:					6,999.30	.00	
6117	WILSON, JOHN	110624	DECEMBER RENT	11/06/2024	2,200.00	.00	
Total 6117:					2,200.00	.00	
7541	WIND RIVER TRIBAL BUFFALO I	102524	BUFFALO CONTRIBUTION	10/25/2024	1,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7541:					1,500.00	.00	
437	WORT HOTEL	101824	CAST MEETING	10/18/2024	10,952.36	.00	
Total 437:					10,952.36	.00	
5489	WRENCH IT PLUMBING & HEATI	11828	HOME RANCH RESTROOMS	05/29/2024	247.50	.00	
5489	WRENCH IT PLUMBING & HEATI	11862	HOME RANCH RESTROOMS	06/15/2024	206.25	.00	
Total 5489:					453.75	.00	
4493	WRIGHT, JASON	110624	MONTHLY IT HARDWARE	11/06/2024	77.83	.00	
Total 4493:					77.83	.00	
4139	WY WORKERS' SAFETY & COM	110124	NOVEMBER PREMIUM	11/01/2024	22,840.39	22,840.39	11/01/2024
Total 4139:					22,840.39	22,840.39	
79	WYOMING DEPARTMENT OF E	102924	3RD QTR SUTA	10/29/2024	506.30	506.30	10/29/2024
Total 79:					506.30	506.30	
7516	WYOMING IMMIGRANT ADVOC	TOJ-1002 1124	SOCIAL SERVICES CONTRACT	11/01/2024	15,000.00	.00	
Total 7516:					15,000.00	.00	
406	WYOMING LAW ENFORCEMEN	110424	OET FEE OCTOBER	11/04/2024	130.00	.00	
Total 406:					130.00	.00	
329	WYOMING RETIREMENT SYST	3115984465	OCTOBER CONTRIBUTIONS	11/01/2024	187,015.81	187,015.81	11/01/2024
Total 329:					187,015.81	187,015.81	
4839	Wyoming Water Development Co	102124	RE0901057 WARE LOAN	10/21/2024	66,969.91	.00	
Total 4839:					66,969.91	.00	
1764	WYOMING.COM INC	2242125	DOMAIN HOSTING	11/05/2024	5.00	.00	
Total 1764:					5.00	.00	
1334	WYTRANS	1928	MEMBERSHIP DUES	10/24/2024	480.00	.00	
Total 1334:					480.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110153	940 SIMON	10/31/2024	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110272	3585 CANADIAN TRASH	10/31/2024	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110382	455 VINE	10/31/2024	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110478	400 WEST SNOW KING	10/31/2024	765.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110492	150 EAST PEARL	10/31/2024	240.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110524	WWTP	10/31/2024	520.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110528	155 EAST PEARL	10/31/2024	152.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110536	55 KARNS	10/31/2024	240.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110548	675 WEST SNOW KING	10/31/2024	430.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					2,507.00	.00	
Grand Totals:					2,195,017.03	255,737.72	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

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

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY FINANCE REPORT FOR OCTOBER 2024**

During the month of October, the Court received \$48,165 in fines, costs, and fees.
106 cases were dismissed: 80 parking violations.
1061 charges were filed: 990 parking violations, 71 summons.

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

CASES CLOSED IN OCTOBER

(Non-Parking listed only):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186006837AC	Compulsory Auto Insurance	BF	280
186006691AC	Compulsory Auto Insurance	D-Provided Valid Information	0
186006722AC	Compulsory Auto Insurance	D-Provided Valid Information	0
186006930AC	Compulsory Auto Insurance	D-Provided Valid Information	0
186005833AC	Dog bite causing wound	BF	250
01844M	Dog bite causing wound	D-Per Town's Motion	0
186006763AC	Driving or Parking on bike lane or pathway	D-Per Town's Motion	.00
01730M	Expired temporary permit/improper registration	BF	70
186006836AC	Expired temporary permit/improper registration	BF	70
186006748AC	Expired temporary permit/improper registration	BF	70
186006757AC	Expired temporary permit/improper registration	BF	140
186006834AC	Expired temporary permit/improper registration	BF	140
186006838AC	Expired temporary permit/improper registration	BF	140
186006881AC	Expired temporary permit/improper registration	BF	140
98649N	Expired temporary permit/improper registration	BF	140
186006789AC	Expired temporary permit/improper registration	D-Per Town's Motion	0
186006143AC	Failure to display valid license plate, tabs, permits	D-Per Town's Motion	0
18112P	Failure to Drive on Right Side of the Roadway	BF	90
186006401AC	Failure to Maintain Lane	BF	90
98650N	Failure to Maintain Lane	BF	90
186006342AC	Failure to Maintain Lane	D-Per Town's Motion	0
186006413AC	Failure to Maintain Lane	D-Per Town's Motion	0
186006804AC	Failure to Obey Traffic Control Device	BF	140
186006805AC	Failure to Obey Traffic Control Device	BF	140
186006887AC	Failure to Obey Traffic Control Device	BF	150
186006653AC	Failure to Obey Traffic Control Device	D-TS	0
18085P	Failure to stop at a red light	BF	140
18283P	Failure to stop at a red light	BF	140
186006689AC	Failure to yield ROW	BF	90
186006857AC	Failure to yield ROW	BF	90
186006682AC	Following too Close	BF	90
186006750AC	Following too Close	BF	90
186006842AC	Improper Display of Tabs-registration	BF	45
186006841AC	Improper Display of Tabs-registration	BF	90
186006825AC	No headlights when dark	D-Per Town's Motion	0
186006768AC	Obedience to traffic control devices	BF	150
186006777AC	Obedience to traffic control devices	BF	150
186006773AC	Obedience to traffic control devices	D-Per Town's Motion	0
186006538AC	Open Container	D-Per Town's Motion	0
186006712AC	Parked on a sidewalk	D-Per Town's Motion	0
186006717AC	Passing a school Bus	BF	440
186005903AC	Passing a school Bus	D-TS	0
18277P	PATHWAY-Speeding faster than reasonable and prudent	BF	50
18278P	PATHWAY-Speeding faster than reasonable and prudent	BF	100
18280P	PATHWAY-Speeding faster than reasonable and prudent	D-TS	0
186006525AC	Possession/consumption of alcohol- minors (18-20)	D-Per Town's Motion	0
186006764AC	Proceed with caution on flashing yellow signal	BF	90
186006844AC	Proceed with caution on flashing yellow signal	D-TS	0
01845M	Public intoxication	BF	175
186006765AC	Public intoxication	BF	135
186006766AC	Public intoxication	BF	135
186006840AC	Public intoxication	BF	135
186006823AC	Public intoxication	D-Per Town's Motion	0
186006324AC	Public intoxication	D-Per Town's Motion	0
186006845AC	Required to stop on flashing red signal	BF	90
186006772AC	Speeding 25/15	BF	105
186005904AC	Speeding 30/20	BF	105
186006802AC	Speeding 36/25	BF	115
186006779AC	Speeding 37/25	D-TS	0
186006833AC	Speeding 41/30	BF	115
186006499AC	Speeding 42/30	BF	120
186006803AC	Speeding 43/25	BF	150
186006733AC	Speeding 43/25	D-TS	0
186006807AC	Speeding 43/30	BF	125
186006860AC	Speeding 46/30	BF	140

186006877AC	Speeding 49/30	BF	155
186006709AC	Speeding in a school zone 31/20	BF	275
186006864AC	Speeding in a school zone 35/20	BF	315
186006879AC	Speeding urban - 41/25 mph zone	BF	202
186006936AC	Speeding urban - 44/30 mph zone	BF	188
186006870AC	Speeding urban - 46/30 mph zone	BF	202
186006934AC	Speeding urban - 47/30 mph zone	BF	209
99655N	Speeding urban - 48/30 mph zone	BF	216
186006718AC	Speeding urban - 50/30 mph zone	BF	230
186006637AC	Speeding urban - 54/30 mph zone	BF	288
18083P	state statute 31-7-106A	D-Per Town's Motion	0
186006716AC	Stop Sign Violation	BF	140
186005931AC	Stop Sign Violation	D-TS	0
186006272AC	Stop Sign Violation	D-TS	0
186006791AC	Turning left at intersection	BF	90
186006832AC	Turning left at intersection	BF	90
186006562AC	Turning left at intersection	D-Per Town's Motion	0
186006531AC	Unsafe Turning Movement	BF	100
99746N	Unsafe Turning Movement	BF	90
186005652AC	Use of cell phone while driving prohibited	BF	85
186006455AC	Use of cell phone while driving prohibited	BF	75
186006713AC	Yielding ROW on sidewalks	BF	150

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid# 25-01 for the Procurement of Two New All Electric Trucks	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid# 25-01 for the purchase of two new All Electric Trucks.

Requested Action.

To approve and award Bid# 25-01 for the purchase of two new All Electric Trucks.

Recommendations.

Staff recommends Council approve the procurement of two new All Electric Trucks for (1) the Sewer Division within the Public Works Department and (2) for the Building Division within the Planning Department.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson.

Analysis.

When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicle needs, potential vehicle types, and how each vehicle will be used to provide public service. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving and awarding Bid# 25-01
2. Other

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

We received seven bids which are listed below, of which only four bids were compliant and met the Town's specifications. The lowest bid was from Freemont Motors of Lander, Wyoming, for \$104,804 after trade-ins. For the FY25 Budget, we show a budget of \$116,000 for the purchase of two new All Electric Trucks. Additionally, staff expect this purchase to qualify for the Inflation Reduction Act (IRA) tax credit which would credit up to \$7,500 for light-duty electric vehicles, depending on the weight of the vehicle purchased. The Town would apply for this credit at the end of the fiscal year when the vehicle(s) were purchased, and payment is expected to be received the following fiscal year.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Bid Compliant</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Ken Garff Cheyenne	All Electric Truck	Yes	\$ 119,110.00	\$ 9,442.00	\$ 109,668.00
Fremont Motor Co. #1	All Electric Truck	No	\$ 93,536.00	\$ 12,000.00	\$ 81,536.00
Fremont Motor Co. #2	All Electric Truck	No	\$ 101,292.00	\$ 12,000.00	\$ 89,292.00
Fremont Motor Co. #3	All Electric Truck	Yes	\$ 117,124.00	\$ 12,000.00	\$ 105,124.00
Fremont Motor Co. #4	All Electric Truck	No	\$ 101,612.00	\$ 12,000.00	\$ 89,612.00
Fremont Motor Co. #5	All Electric Truck	No	\$ 96,772.00	\$ 12,000.00	\$ 84,772.00
Fremont Motor Co. #6	All Electric Truck	Yes	\$ 116,804.00	\$ 12,000.00	\$ 104,804.00

Staff Impact.

Public Works staff will be impacted in additional labor hours, which are estimated to be 10 hours to prepare the new trucks for use for each division. Additionally, Finance would be impacted roughly 3 hours to apply for the IRA tax credits at the end of the fiscal year.

Attachments or Links.

- Bid# 25-01 Results

Suggested Motion.

I move to approve Bid# 25-01 for the purchase of two new All Electric Trucks and award the bid to Freemont Motors of Lander, Wyoming, in the amount of \$104,804.

BID NUMBER: 25-01

PROJECT NAME: Electric Pick-ups

OPENING DATE & TIME: 10/10 @ 3:05pm

OPENED BY: Riley Taylor & Lynsey Lenamond

Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check	Bid Amount	Returned Bid Bond / Check
¹ Ken Garff Cheyenne	✓		✓	Pretrade \$119,110. ⁰⁰ Post trade \$109,668. ⁰⁰	
² Fremont Motor Co. #1			✓ *	Pre trade \$93,536. ⁰⁰ Post trade \$81,536. ⁰⁰	
³ Fremont Motor Co. #2				Pretrade \$101,292. ⁰⁰ Post trade \$89,292. ⁰⁰	
⁴ Fremont Motor Co. #3				Pretrade \$117,124. ⁰⁰ Post trade \$105,124. ⁰⁰	
⁵ Fremont Motor Co. #4				Pretrade \$101,612. ⁰⁰ Post trade \$89,1612. ⁰⁰	
⁶ Fremont Motor Co. #5				Pretrade \$96,772. ⁰⁰ Post trade \$84,772. ⁰⁰	

* one check submitted for all bids

BID NUMBER: 25-01

PROJECT NAME: Electric Pick-ups Continued

OPENING DATE &
TIME: 10/10 @ 3:05pm

OPENED BY: Riley Taylor & Lynsey Venamond

	Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1	Fremont Motor Co. #6					pretrade \$116,809. ⁰⁰ post trade \$107,804. ⁰⁰	
2							
3							
4							
5							
6							



Town of Jackson

BID#:25-01

**TWO ELECTRIC
PICK-UPS**

BID INSTRUCTIONS AND INFORMATION

- The bid must be signed by a responsible corporate official and be placed in a sealed envelope. Return to:

**Town of Jackson
BID 25-01
Riley Taylor
P.O. Box 1687
150 East Pearl Street
Jackson, WY. 83001**

Bidder shall mark lower left-hand corner with bid name:

“BID 25-01”

TWO ELECTRIC PICK-UPS

- The bidder must specify delivery from acceptance of a bid by the Town. Bid prices shall be F.O.B. Jackson, 450 West Snow King Avenue, Jackson, Wyoming.
- Bids will be accepted until **Thursday, October 10th, 2024, at 3:00 PM**. Bids will be opened and acknowledged at 3:05 PM at the Town Council Chambers, 150 East Pearl Avenue, Jackson, WY.
- These specifications are to be considered as minimums and must be equal to or exceeded. The bid shall be submitted on the enclosed specification form. Bidder must check appropriate yes/no as per specification. Checking **“yes” will mean full compliance and checking “no” will mean an exception is being taken**. All exceptions to minimums shall be listed and explained on a page titled **Bid Exceptions**. The entire specification form shall be filled out to be considered for this project.
- The Town of Jackson reserves the right to waive all irregularities in the bids and to reject all bids.
- Unit bid shall be new and unused.
- The bidder shall enclose a letter on the company letterhead detailing the manufacturer warranty, the name and address of the OEM chassis warranty shop, and warranty details for all added equipment/accessories.
- Per Wyoming Statute 16-6-107 a 5% preference will be given to bidders within the State of Wyoming. Please insert resident certification with the bid if applicable.
- The Contract shall be bid to the most responsible certified resident making the responsive proposal, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the WORK to nonresident contractors (W.S. § 16-6-101, et seq.).
- **The bidder at the time of bid submittal must furnish a bid bond, or certified cashier's check in the amount equal to five (5%) percent of the total bid if over one hundred thousand dollars (\$100,000.00). The successful bidder's surety shall be returned upon delivery inspection and acceptance of the bid unit.**

**TOWN OF JACKSON
TWO ELECTRIC PICK-UPS
BID#: 25-01**

1) GENERAL DESCRIPTION:

- | | |
|--|---|
| Y ☒ N ☐ | A. New and unused, Electric powered |
| Y ☒ N ☐ | B. Minimum horsepower of 450 |
| Y ☒ N ☐ | C. Minimum range of 240 miles on full charge. |
| Y ☒ N ☐ | D. White in color. |

2) EXTERIOR:

- | | |
|--|--------------------------------|
| Y ☒ N ☐ | A. 5.5' pickup box. |
| Y ☒ N ☐ | B. 145.5" wheelbase |
| Y ☒ N ☐ | C. 96" width including mirrors |
| Y ☒ N ☐ | D. 4 doors |

3) ELECTRIC DRIVE SYSTEM:

- | | |
|--|--|
| Y ☒ N ☐ | A. 775 lb.-ft of torque |
| Y ☒ N ☐ | B. Battery capacity 98kWh |
| Y ☒ N ☐ | C. Regenerative braking system |
| Y ☒ N ☐ | D. Selectable drive modes- Normal, Sport, Tow/Haul, Off-road |
| Y ☒ N ☐ | E. Dual electric motors |

4) CHASSIS:

- | | |
|--|---|
| Y ☒ N ☐ | A. Independent front and rear suspension |
| Y ☒ N ☐ | B. Rear E-Locking axle |
| Y ☒ N ☐ | C. Front and rear anti-lock vented disc brakes. |
| Y ☒ N ☐ | D. Electric powered rack and pinion steering |

5) INTERIOR:

- | | |
|--|--|
| Y ☒ N ☐ | A. 12" Digital Productivity Screen |
| Y ☒ N ☐ | B. Front heated bucket seats with center console |
| Y ☒ N ☐ | C. Color coordinated carpet with weatherproof floor mats |
| Y ☒ N ☐ | D. Cruise control |
| Y ☒ N ☐ | E. 360 degree camera |
| Y ☒ N ☐ | F. Power adjustable pedals |

6) DELIVERY INVOICE:

Y ☒ N ☐

A. The bidder shall furnish a copy of the factory invoice listing standard and optional equipment as bid, at the time of delivery.

Y ☒ N ☐

B. The manufacturer shall provide warranty services for a minimum of three years 36,000 miles bumper to bumper and 8 years and 100,000 miles on EV components.

Y ☒ N ☐

C. The unit will be delivered to 450 W. Snow King Ave. Jackson, Wyoming.

7) TRADES:

TRADE 1: 2014 SUBARU IMPREZA 5DOOR WAGON

MILES: 15305

VIN#: JF1GPAL62E8274458

2 SETS OF TIRES- > 50% SUMMER AND >70 WINTER TIRES

INTERIOR: GREAT SHAPE

BODY: GOOD SHAPE (CRACK IN RF BUMPER-SEE PHOTO)





TRADE 2: 2011 CHEVY EQUINOX

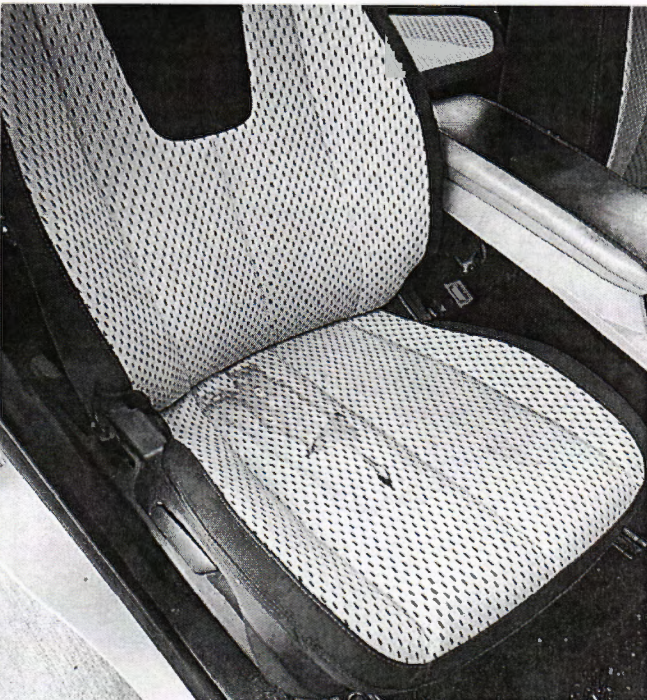
MILES: 58461

VIN#: 2CNFLCEC1B6357554

TIRES NEW > 90%

INTERIOR: GOOD SHAPE STAIN ON PASSENGER SEAT (SEE PHOTO)

BODY: GOOD SHAPE



BID PROPOSAL

The undersigned hereby certifies that he/she has examined the specifications and proposes to supply the vehicle(s) in accordance with said specifications.

Bid per Specifications TWO TRUCKS \$ 116,804.00

TRADE 1 (\$ 8,500.00)

TRADE 2 (\$ 3,500.00)

TOTAL AFTER TRADES \$ 104,804.00

Proposed Delivery Date: 4-6 MONTHS ESTIMATE. NO GUARANTEES, SUBJECT TO MANUFACTURER

FREMONT MOTOR COMPANY

Name of Firm:

NICK ROBESON

Authorized Name:

Nick Robeson

Authorized Signature:

10/8/2024

Date:

NROBESON@FREMONTMOTORS.COM

E-mail:

307-220-7475

Area code and phone #:



Preview Order 8102 - W3L - 4x4 XLT SuperCrew : Order Summary Time of Preview: 10/08/2024
17:25:01 Receipt: 10/8/2024

Dealership Name : Fremont Motor Company

Sales Code : F56408

Dealer Rep.	NICHOLAS ROBESON	Type	Fleet	Vehicle Line	F-150	Order Code	8102
Customer Name	Town of jacks	Priority Code	L2	Model Year	2025	Price Level	525

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW XLT - 145	\$62995	FRONT LICENSE PLATE BRACKET	\$0
145 INCH WHEELBASE	\$0	LINER-TRAY STYLE-NO CARPET MAT	\$160
TOTAL BASE VEHICLE	\$62995	MAX TRAILER TOW PACKAGE	\$1100
OXFORD WHITE	\$0	.ELECTRIC DRIVE E-LOCK RR AXLE	\$0
CLOTH 40/CONSOLE/40	\$0	.INTEGRATED TRAILER BRAKE CONT	\$0
MEDIUM DARK SLATE	\$0	18" ALLOY GLOSS BLACK WHEELS	\$0
EQUIPMENT GROUP 311A	\$0	PRICE CONCESSION INDICATOR	\$0
.XLT SERIES	\$0	REMARKS TRAILER	\$0
.ZERO EMISSIONS VEHICLE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
98KWH STD BAT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
SINGLE-SPEED TRANSMISSION	\$0	FUEL CHARGE	\$0
275/65R18 BSW ALL-TERRAIN TIRE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
8350# GVWR PACKAGE	\$0	PRICED DORA	\$0
FLEET EV NET INVOICE CREDIT	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$2095
		MSRP	
TOTAL BASE AND OPTIONS			\$66350
DISCOUNTS			NA
TOTAL			\$66350

ORDERING FIN: QL018 END USER FIN: QL018 PO NUMBER: undefined

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 05-028S Description: undefined Concession Amount: \$-3300.00

This order has not been submitted to the order bank.

This is not an invoice.

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid# 25-03 for the Procurement of Three New Police Patrol Vehicles	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid# 25-03 for the purchase of three new Police Department Patrol vehicles.

Requested Action.

To approve and award Bid# 25-03 for the purchase of three new Police Department Patrol vehicles.

Recommendations.

Staff recommends Council approve Bid# 25-03 for the procurement of three new vehicles for the Patrol Division within the Police Department.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson.

Analysis.

When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicle needs, potential vehicle types, and how each vehicle will be used to provide public service. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

These vehicles will be purchased for and used by the Police Department. The Patrol Division is responsible for providing community policing and problem solving, they endeavor to maintain a safe and peaceful environment in which people can live, work, and play. The Police Department uses specific, police designed, all-wheel drive vehicles for higher wheel clearance for snow, all-wheel drive capability, and additional room for extra equipment and police required hardware.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving and awarding Bid# 25-03
2. Other

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

We received one bid which is listed below. The one bid was from Fremont Motors of Lander, Wyoming. For the FY25 Budget, we show a budget of \$207,750 for the purchase of three new patrol vehicles.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Fremont Motors	Police Patrol SUV	\$ 44,840.00	\$ 10,000.00	\$ 124,520.00

**Note: The bidder mistakenly bid four vehicles on Bid# 25-03. Since we only received one bid for Bid# 25-03, staff were able to modify the bid total.

Staff Impact.

Public Works staff will be impacted in additional labor hours, which are estimated to be ninety hours to build-out the new patrol vehicles.

Attachments or Links.

- Bid# 25-03 Results

Suggested Motion.

I move to approve Bid# 25-03 for the purchase of three new Police Department Patrol vehicles and award the bid to Fremont Motors of Lander, Wyoming, in the amount of \$124,520.

TOWN OF JACKSON
"FOUR AWD SUVs"
BID#: 25-03

1) GENERAL DESCRIPTION:

- Y ☒ N ☐ A. Current model, new and unused, AWD SUV.
Y ☒ N ☐ B. GVWR:6500LBS
Y ☒ N ☐ C. 24.6 Gallon Fuel Tank.
Y ☒ N ☐ D. Police vehicle.

2) ENGINE & ENGINE EQUIPMENT:

- Y ☒ N ☐ A. Fuel injected V6 engine 24V VVT. *late Availability*
Y ☒ N ☐ B. Engine oil cooler.
Y ☒ N ☐ C. Single Stainless Exhaust system.
Y ☒ N ☐ D. EPA Estimated fuel economy 16 to 21 highway or better.

3) TRANSMISSION & TRANSMISSION EQUIPMENT:

- Y ☒ N ☐ A. Heavy duty automatic transmission with eight (8) speeds.
Y ☒ N ☐ B. Sequential Shift control.
Y ☒ N ☐ C. Brake Assist Hill Hold.

4) CHASSIS:

- Y ☒ N ☐ A. Front and Rear Anti-roll bars.
Y ☒ N ☐ B. Multi-link rear suspension.

5) BRAKES:

- Y ☒ N ☐ A. Heavy duty power four-wheel disc brakes with vented rotors.
Y ☒ N ☐ B. (4) Four wheel (ABS) anti-locking brake system.

6) TIRES & WHEELS:

- Y ☒ N ☐ A. (5) Five 18"X8.0 painted black steel with Crome wheel hub cover.
Y ☐ N ☒ B. (4) Four 265/60R18 On/Off Road Tires. *255/60R18 off road tires*

7) ELECTRICAL SYSTEM:

- Y ☒ N ☐ A. Battery minimum 650 CCA.
Y ☒ N ☐ B. 220 AMP Alternator.

8) STEERING:

Y ☒ N ☐

A. Electric power assist steering

9) UPHOLSTERY and TRIM:

Y ☒ N ☐

A. 1ST row, police grade cloth dual front power buckets

Y ☒ N ☐

B. 2ND row 60/40 split bench

Y ☒ N ☐

C. Floor- Full Vinyl/Rubber Floor Covering

10) INSTRUMENTATION:

Y ☒ N ☐

A. Speedometer/ Odometer/ Tachometer

Y ☒ N ☐

B. Engine and Transmission temperature gauges

Y ☒ N ☐

C. Fuel gauge

11) REAR DIFFERENTIAL:

Y ☒ N ☐

A. Final drive ratio = 3.45

12) ACCESSORIES and CONVENIENCE ITEMS:

Y ☒ N ☐

A. Black power outside heated mirrors.

Y ☒ N ☐

B. Inside day/night rear view mirror.

Y ☐ N ☒

C. Perimeter/Approach Lights. *Illuminated entry lights*

Y ☒ N ☐

D. Convenience light package, dome light.

Y ☒ N ☐

E. Deep Tinted Glass.

Y ☒ N ☐

F. Parkview back up Camera.

Y ☒ N ☐

G. Tire pressure Warning system.

Y ☒ N ☐

H. AM/ FM// MP3 Capable/Voice activated hands free phone system/ Clock/ 4 Speaker Radio. programmable steering wheel-mounted controls with 2 LCD Monitors

Y ☒ N ☐

I. Air conditioning front/ heavy duty high output heater.

Y ☒ N ☐

J. Speed sensitive Variable Intermittent wiper system.

Y ☒ N ☐

K. Rear Child Safety Locks. *Bid reardoor Activation*

Y ☒ N ☐

L. Remote keyless entry system, single key system, 3 sets of keys, 3 keyless remotes.

Y ☒ N ☐

M. Drivers' side black LED spotlight.

13) PAINT:

Y ☒ N ☐

A. Exterior paint color- White.

Y ☒ N ☐

B. Interior paint to match exterior.

14) VEHICLE MANUAL:

Y ☒ N ☐

- A. Bidder shall provide one complete set of vehicle repair overhaul and wiring manual, within (30) thirty days of vehicle delivery. *When available.*

15) DELIVERY INVOICE:

Y ☒ N ☐

- A. Bidder shall furnish a copy of factory invoice listing standard and optional equipment as bid, at time of vehicle delivery.

Y ☒ N ☐

- B. Manufacture shall provide warranty service for a minimum of three years or 36,000 miles.

Y ☒ N ☐

- C. Enclose detailed letter with warranty coverage & address of dealer warranty shop.

Y ☒ N ☐

- D. Deliver to 450 W Snow King Ave within 30 days. *Warranty can be done at any Dodge franchised dealer. Fremont would provide expedited service.*

16) TRADE IN:

Trade One:

VIN #: 1FAHP2MK7EG143702
BODY: GOOD/FAIR
INTERIOR: GOOD/FAIR
ENGINE: 3.7 L
MILES: 101872
TIRES: LESS THAN 50%





Trade Two:

VIN #: 1FAHP2MK5EG143701
BODY: GOOD/FAIR
INTERIOR: GOOD/FAIR
ENGINE: 3.7 L
MILES: 95544
TIRES: NEW





Trade Three:

VIN #: 1FAHP2M85DG169976
BODY: GOOD/FAIR
INTERIOR: GOOD/FAIR
ENGINE: 3.7 L
MILES: 85182
TIRES: NEW





Trade Four:

VIN #: 1FAHP2M83DG169975
BODY: GOOD/FAIR
INTERIOR: GOOD/FAIR
ENGINE: 3.7 L
MILES: 112488
TIRES: 60%





17) SPECIFICATIONS:

Make: Dodge Model: Durango Pursuit Year: 2025
Wheelbase: 119.8 Inches Length: 200.8
AWD/Four Wheel: Yes: AWD yes No: _____
Drive: _____
Fuel Tank Capacity: Gas: 24.5 gallons. Gallons: _____
MPG City: 18 MPG Highway: 25 MPG Combines: _____
Engine: 3.6 V6 Liter: 293 Horsepower@ 6400 RPM'S
Alternator: 220 AMPS Rated. Battery: 650 CCA
Wheels: 255/60R18 on off road.
Transmission: 8 spd.
Rear Axle Ratio: 3.45
Traction Control: Yes: _____ No: _____ Stability Control: Yes: _____ No: _____
Tires MFG.: N/A Size: _____ Tread: _____
Warranty Center: Any Authorized Dodge Dealer
Warranty Months: 36,000 miles or Warranty Miles: or 36 month

BID PROPOSAL

The undersigned hereby certifies that he/she has examined the specifications and proposes to supply the vehicle(s) in accordance with said specifications.

Bid per Specifications # 25-03: \$ 44840 each.

Total. 4 vehicles: \$ 179,360⁰⁰

Trade Vehicles: \$(2500 each / 10,000)

Total Price Due: \$ 169360⁰⁰

60-180 Days. from Award date.

Proposed Delivery Date:
dealer not liable for any factory delays

Fremont Motor Company 1731 W. Main Lander Way 82520

Name of Firm:

Karl Florence

Authorized Name:

Karl Florence 10-16-2024

Authorized Signature:

Date:

frfleet@fremontmotors.com

E-mail:

307-349-1903

Area code and phone #:

FREMONT MOTOR COMPANY
1731 West Main Street
LANDER, WY 825202659

Configuration Preview

Date Printed: 2024-10-14 1:01 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00GBP Town of Jackson Wyoming
FAN 2:
Client Code:
Bid Number: TB5099
PO Number:

Sold to:
FREMONT MOTOR COMPANY (43348)
1731 West Main Street
LANDER, WY 825202659

Ship to:
FREMONT MOTOR COMPANY (43348)
1731 West Main Street
LANDER, WY 825202659

Vehicle:

2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,940	43,741
Package:	2BZ	Customer Preferred Package 2BZ	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0	0
	APA	Monotone Paint	0	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	160	145
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-1,430
	4ES	Delivery Allowance Credit	0	-439
	MAF	Fleet Purchase Incentive	0	0
	YEP	Manuf Statement of Origin	0	0
	UBN	Uconnect 5 Nav w 10.1" Display (USA)	1,095	986
	LNF	Black Left LED Spot Lamp	750	676
	CW6	Deactivate Rear Doors/Windows	145	130
	CUG	Police Floor Console	1,195	1,076
	ADL	Skid Plate Group	370	333
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB5099	Government Incentives	0	-4,000
Discounts:	YG1	7.5 Additional Gallons of Gas	0	27
Destination Fees:			1,595	1,595

Total Price: 49,250 42,840

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

44840

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
C1J	#7 Seat Foam Cushion
JKP	12 Volt AUX Power Outlet - Front
JJM	12 Volt AUX Power Outlet - Rear
JJ5	130 MPH Maximum Speed Calibration
JCF	140 MPH Primary Cert. Speedometer
WBN	18X8.0 Black Steel Wheels
DJC	195MM Front Axle
DRH	195MM Rear Axle
GXD	2-Door Passive Entry, Frt Door Locks
BAJ	220 Amp Alternator
NF4	24.6 Gallon Fuel Tank
TXQ	255/60R18 BSW On/Off Road Tires
CFN	2nd Row 60/40 Folding Seat
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
CYD	5 Passenger Seating
NAS	50 State Emissions
RCG	6 Speakers
BCZ	650 Amp AGM Battery
XF2	7 and 4 Pin Wiring Harness
DFT	8-Spd Auto 850RE Trans (Make)
RFL	8.4" Touchscreen Display
MLX	Accent Color Lower Fascia
RD3	Accent Color Shark Fin Antenna
MRD	Accent Color Wheel Lip Molding
GAK	Acoustic Windshield
CG3	Advanced Multistage Front Air Bags
JMA	Air Filtering
RFP	Apple CarPlay
RHQ	Aptiv/Delphi Radio Manufacturer
HAH	ATC w/3 Zone Temp Control
LMG	Automatic Headlamps
BC1	Aux Battery
LH2	Aux Switches
MWT	AWD Badge
CTL	Base Door Trim Panel
MMG	Belt Moldings
MFA	Black Headlamp Bezels
CHE	Black Headliner
CKJ	Black Vinyl Floor Covering
XAN	Blind Spot and Cross Path Detection
XPV	Blind Spot W/Trailer Detection
MNK	Body Color Door Handles

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD

Code	Description
MBP	body color upper fascia
MBT	Body Color/Accent Color Rear Fascia
WMH	Bright Hub Caps
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
CKT	Cargo Tie Down Loops
NDA	Catalytic Converter
X8S	Center Console Parts Module
CGU	Child Seat Anchor System-LATCH Ready
XFH	Class IV Receiver Hitch
*C5	Cloth Bucket Seats w/ Shift Insert
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
CLG	Covered Cargo Storage
GEG	Deep Tint Sunscreen Glass
CF9	Delete 3rd Row Seat
X82	Door Parts Module
X8J	Door Trim Panel Module
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
MZJ	Durango Bright Badge
AZ1	Durango Pursuit Vehicle
SBL	Electric Power Steering
BNB	Electronic Stability Control
XAX	Engine Hour Meter
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
AFX	Equipment Mounting Bracket
NHJ	Exterior Mirrors w/Heating Element
X72	Exterior Plastics Module
TZF	Firestone Brand Tires
X9H	For More Info, Call 800-643-2112
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCB	Front Door Tinted Glass
X83	Front End Parts Module
X8W	Front Fascias Parts Module
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
CDW	Frt Pass Forward Fold Flat Seat
WKB	Full Size Matching Spare Wheel

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD

Code	Description
TBW	Full Size Spare Tire w/Matching Whl
X73	Glass Module II
LE7	Gloss Black Exterior Mirrors
MAK	Gloss Black Grille W/Granite Inner
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
Z6K	GVW Rating - 6500#
X8F	Hard Trim Module
X8Y	Headliner Parts Module
NMC	Heavy Duty Engine Cooling
BNG	Hill Start Assist
HGA	Hood Insulation
XE2	I/P Mounted Elec Shifter
LAC	Illuminated Entry
JB5	Instr. Panel Platinum Chrome Bezel
JAA	Instrument Panel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio
XR8	Integrated Voice Command w/Bluetooth
CSV	Interior Assist Handles
X8T	Interior Trim Module
GAP	Laminated Front Door Glass
LMZ	LED Daytime Running Headlamps
LM6	LED Low/High Beam Headlamps
LA3	LED Taillamps w/Red Accents
X8G	Load Floor Parts Module
CXG	Lock On Sync Tire Press Sensor
RSF	Media Hub (2 USB, Aux)
CZX	Mini Console Police
APA	Monotone Paint
XA8	Non Adjustable Pedals
GXQ	Non-Key Alike Fobs
CUN	Overhead Console
XH3	ParkSense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
SCJ	Perforated Leather Wrapped Strg Whl
BR9	Police ABS 4-Wheel Hd Disc Brakes
AYF	Police Group
SDB	Police Tuned Suspension
JPU	Power 4-Way Driver Lumbar Adjust
JPR	Power 8-Way Drvr/Manual Pass Seat

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
JKY	Power Accessory Delay
GTS	Power Heated Mirrors, Fold-Away
JPB	Power Locks
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
XPF	Protective Coating and Remover
XJ7	Push-Push Fuel Filler Door
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
HBB	Rear Air Conditioning w/Heater
X8U	Rear Fascias Parts Module
SES	Rear Load Leveling Suspension
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GNK	Rear View Auto Dim Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry
X8Z	Seat Parts Module
AXR	Secure Park Package
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
MRF	Sill Molding
DHY	Single Speed Transfer Case
X9B	SiriusXM Radio Service
RSD	SiriusXM Satellite Radio
AHV	Special Service Group
NHM	Speed Control
LNQ	Spot Lamp Wiring Prep.
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
GNV	Sun Visors w/Vanity Mirror
XSV	Super Nova Hydro Interior Accents
CJ5	Supp. Side Curtain All Rows Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GBB	Tinted Windshield Glass
XBN	Tip Start

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
CD4	Tungsten Interior Accent Stitching
UAM	Uconnect 4 with 8.4" Display
XXS	Upfitter Electronic Module (VSIM)
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

Uconnect 5 Nav w 10.1" Display (USA) (UBN)



Uconnect 5 NAV includes a 10.1-inch touchscreen for displaying music information and climate controls. It also comes with Integrated Voice Command, which includes Hands-Free Calling [1], Streaming Audio, Easy Prompts and embedded Navigation. Apple CarPlay®[2] support and Android Auto[3] integration are also included.

1. The Uconnect® Phone requires a mobile phone equipped with the Hands-Free Profile. To check phone compatibility please visit UconnectPhone.com.
2. Requires compatible iPhone®. See dealer for phone compatibility. Data plan rates apply. Vehicle user interface is a product of Apple®. Apple CarPlay is a trademark of Apple Inc. iPhone is a trademark of Apple Inc., registered in the US and other countries. Apple terms of use and privacy statements apply.
3. To wirelessly use Android Auto on your car display, you need a compatible Android smartphone with an active data plan. You can check which smartphones are compatible at g.co/androidauto/requirements.

Details:

- Google Android Auto (RF5)
- 10.1" Touchscreen Display (RHV)
- USB Host Flip (RF7)
- Disassociated Touchscreen Display (RFV)
- HD Radio (RE8)
- Integrated Center Stack Radio (RTF)
- For Details, Visit DriveUconnect.com (X9E)
- Integrated Voice Command w/Bluetooth (XRB)

- 1 Yr. Trial (Registration Required) (X9K)
- GPS Navigation (JLN)
- SiriusXM Guardian-included trial (B) (RT1)
- 4G LTE Wi-Fi Hot Spot (RTQ)
- GPS Antenna Input (JLP)
- SiriusXM with 360L (RTU)
- All Radio Equipped Vehicles (RAA)
- Global Telematics Box Module (TBM) (RDG)
- Connected Travel & Traffic Services (RTV)
- All R1 High Radios (R07)
- Apple CarPlay (RFP)

BID NUMBER: 25-03

PROJECT NAME: 4 AWD SUVs

OPENING DATE &
TIME: 10/24 @ 3pm ^{3:00pm}

OPENED BY: Riley Taylor & Jess Chitwood

Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1 Fremont Motors					\$44,840 ea. \$179,360 total	
2					w/trade \$169,360	
3						
4						
5						
6						

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular – Consent
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Memorandum of Understanding with Jackson Hole Travel and Tourism Board	Public Comment:	Yes

Purpose & Policy Considerations.

The Purpose of this item is for Council to approve a Memorandum of Understanding (MOU) with the Jackson Hole Travel and Tourism Board (JHTTB) regarding funding to purchase bear-resistant trash containers for downtown visitors.

Requested Action.

Council approves the MOU with the JHTTB.

Recommendations.

Staff recommends Council approve the MOU with the JHTTB.

Background.

At the February 26, 2024, Town Council Workshop, staff updated Council on progress since the Town ordinances regarding wildlife feeding and bear resistant trash containers went into effect. Council supported staff's recommendation to convert town-owned trash containers to bear-resistant ones in order to:

1. Reduce bear conflicts and other wildlife conflicts associated with trash, including ravens that scatter trash that is easily accessible.
2. Educate residents, commuters, and tourists about appropriate practices in bear country, and serve as a visible reminder that people should always secure attractants, even downtown.
3. Lead by example by converting to bear-resistant trash containers before any expansions of the bear-conflict zone go into effect.

In June of 2024, the JHTTB approved funding for bear-resistant trash and recycling containers at mobility hubs. New containers were installed at the Miller Park public restrooms and parking area, the Home Ranch Lot, and the Deloney Parking Lot. Some of the new cans have artistic and educational wraps, and all of the cans have decals with educational information about how to reduce conflicts in bear country. The new cans are popular with tourists, some of whom take photos of themselves next to our trash cans. Both the wraps and the decals have QR codes on them that direct people to the Bear Wise Jackson Hole website for additional information.

In July of 2024, the Teton Conservation District approved \$20,000 in funding to help continue the project. At the September Joint Information Meeting, the Town Council and County Commissioners approved a budget proposed by the JHTTB that included \$60,000 in funding for additional trash and recycling containers. New cans with artistic wraps and recycling bins will be installed on the Town Square. A combination of small and medium-sized cans will replace non-bear-resistant cans in the downtown core.

Photo 1: Bear-resistant can with educational wrap – Front



Photo 2: Bear-resistant can with educational wrap – Back



Analysis.

Staff estimates that it will cost \$103,000 to \$112,000 to convert all of the downtown trash containers to bear-resistant ones, not including recycling bins or artistic wraps. The funding from the JHTTB and the Teton Conservation District will be almost enough funding to complete the conversion of cans within the downtown core.

There is an increased cost of servicing bear-resistant cans of approximately \$1.50 per can per day. Because the cans are larger than the ones they are replacing, a smaller number of cans can hold the same amount of waste. The Ecosystem

Stewardship Administrator is working with the Public Works Department to identify locations where we can remove cans to reduce hauling costs. However, there will likely still be an increase in hauling costs.

The Town attorney reviewed the MOU and a final version is attached to the staff report.

Possible Alternatives.

1. Council could reject the MOU and request staff work with the JHTTB to draft a new one.
2. Council could reject funding from the JHTTB.

Comprehensive Plan & Priority Alignment.

Rights of Nature Resolution

Principle 1.1—Maintain healthy populations of all native species.

For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Policy 1.1.d: Limit human/wildlife conflicts

Limiting impacts to wildlife, wildlife habitat, and wildlife movement corridors include limiting wildlife/human conflicts. Designing for wildlife permeability is necessary but attracting wildlife into the built environment can be dangerous for both wildlife and humans. Human/wildlife conflicts, especially those involving large predators, can result in human injury and/or relocation or killing of the animal. The tiered system of protections described in Policy 1.1.b should consider measures to limit wildlife attractants near the built environment, such as palatable vegetation and accessible trash.

Fiscal Impact.

The MOU is for reimbursable expenses only and signing it should not have a fiscal impact. If Council does not approve an MOU with the JHTTB, we will either have to find another source of funding for the project, or we will have to cancel the project. There is no match funding required for these funds.

Staff Impact.

The Ecosystem Stewardship Administrator has already purchased several bear-resistant trash and recycling bins and has a relationship with both the trash container vendor and a local company that creates and installs decals and wraps. Ordering additional cans and managing delivery and paperwork should take 1-2 hours. Bear resistant cans must be delivered and installed, which typically involves securing the bins to concrete slabs. Installation will take an estimated 75 hours of staff time from the Public Works and Parks and Recreation departments.

The Legal Department spent, approximately, 2 hours on this item.

Attachments or Links.

Memorandum of Understanding.

Suggested Motion.

I move to approve the Memorandum of Understanding with the Jackson Hole Travel and Tourism Board for up to \$60,000 in funding to purchase bear-resistant trash and recycling containers for downtown with educational wraps and decals, and authorize the Mayor to sign, subject to minor changes by staff.



BEAR RESISTANT TRASH CONTAINERS FUNDING AGREEMENT

MOU BETWEEN THE TOWN OF JACKSON AND THE JACKSON HOLE TRAVEL & TOURISM BOARD

This Agreement is entered into this _____ day of _____, 2024 (hereinafter referred to as the effective date of the Agreement) by and between the Jackson Hole Travel and Tourism Joint Powers Board (hereinafter referred to as “Board”) and the Town of Jackson, located at PO Box 1687, Jackson, WY, 83001 (hereinafter referred to as “Consultant”).

Witnesseth

WHEREAS, the Board desires to fund the purchase and installation of bear-resistant trash cans in downtown Jackson; and

WHEREAS, Consultant has expertise and experience to provide such service; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Statements of Work

Consultant shall provide professional services and deliverables to the Board as follows: Purchase bear-resistant trash cans and recycling containers for downtown Jackson to convert existing non bear-resistant cans in the downtown area to help protect humans and wildlife. Consultant may also purchase educational wraps and stickers for the trash cans to provide additional educational information for visitors and attract attention. These containers will also send an important message that Jackson is bear country, even downtown, and visitors need to act responsibly.

Article 2. Compensation

The Board agrees to pay the Consultant at an amount not to exceed \$60,000. Consultant shall submit vouchers with sufficient supporting documentation to substantiate to the taxpayers how the costs were applied to the grant. This documentation can be in the form of paid invoices, itemized receipts, and/or breakdown of hours for program management applied to the grant with a brief description of those efforts. To be considered for payment, the vouchers with

sufficient itemized documentation must be submitted two weeks prior to the regularly scheduled Board meeting.

Article 3. Term and Termination

The term of the contract shall begin on July 1, 2024 and shall expire on June 30, 2026. Contractor or Board may terminate this Agreement at any time; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 6 shall survive termination or expiration hereof.

Article 4. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the Board within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to Board employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the Board shall not be responsible for any such withholding or paying of taxes or social security.

Article 5. Trademark and Trade Name

The Contractor may utilize the "Visit Jackson Hole" and "Stay Wild" logos and branding in all activities under this contract. This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 6. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Board; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

Article 7. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Jackson Hole Travel and Tourism
P.O. Box 1727
Jackson, WY 83001

Town of Jackson
PO Box 1687
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this ____ day of _____, 2024.

JACKSON HOLE TRAVEL AND TOURISM JOINT POWER BOARD

Mary Bess, Chair

Attest:

Sam Pope, Secretary

Town of Jackson

Hailey Morton-Levison, Mayor

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular – Consent
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Amendment to the Restrictive Covenant Encumbering Tract 5 of Karns Meadow	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a proposed amendment to the restrictive covenant affecting Tract 5 of Karns Meadow.

Requested Action.

Staff requests that Council review and consider the proposed amendment to the restrictive covenant affecting Tract 5.

Recommendations.

Staff recommends Council approve the proposed amendment.

Background.

Deed restrictions and conservation easements are legally binding restrictions on the use of land in the form of a written instrument that affects the title to the land.

In the fall of 2023, Council approved staff's recommendation to rezone most of the tracts comprising Karns Meadow to Park/Open Space, and to rezone Tract 5 to Public/Semi-Public. Some public comments encouraged Council to zone Tract 5 as Park/Open Space rather than Public/Semi-Public. The primary concern was the potential to construct a multi-story parking structure, which is an allowed use within the restrictive covenant affecting Tract 5 and within the Public/Semi-Public zoning amendment. While parking structures are not allowed within Park/Open Space zoning, zoning can easily be changed by a future Council. The restrictive covenant provides long-term protection for the parcel.

At the November 6, 2023 Regular Town Council Meeting, Council directed staff to work with the Jackson Hole Land Trust to determine the process by which the 2008 restrictive covenant affecting Tract 5 of Karns Meadow could be amended, and to present the results at a future Council meeting. Specifically, Council was interested in investigating whether the restrictive covenant could be amended to prohibit construction of multi-story parking structures.

At the March 18th, 2024 Regular Town Council Meeting, staff informed Council of the process for requesting an amendment to a restrictive covenant, and Council directed staff to work with the Jackson Hole Land Trust to amend the 2008 restrictive covenant affecting Tract 5 of Karns Meadow. Staff submitted an official request, which was considered and approved by the Jackson Hole Land Trust's Stewardship Committee in July of 2024. It then went before the full Board of Directors, who approved the request for an amendment in September of 2024. The Land Trust worked with their legal counsel to draft the amendments, which were reviewed by the Town Attorney. The amendment requires a notarized signature by the mayor to be finalized.

The Jackson Hole Land Trust manages the Conservation Easements and Restrictive Covenants at Karns Meadow.

Restrictive covenants and conservation easements can be amended to further restrict allowed uses for greater protection of the identified conservation values, but they generally cannot be amended in ways that reduce protection of the identified conservation values. Thus, if Council approves an amendment to Tract 5 of Karns Meadow that takes away the ability to build a multi-story parking structure, the ability to build a parking structure on that Tract would not likely be added back in to the allowable uses at a later date by a future Council. Council should be aware of the implications of this amendment; if approved, future development in the area should not expect to use Karns Meadow for parking.

Analysis.

A large parking structure on Tract 5 of Karns Meadow may detract from the scenic values of the meadow, impede wildlife movement, increase stormwater runoff, and contribute to light pollution. The construction of a multi-story parking structure may also have greater impacts to the natural values of Karns Meadow than surface parking and could be at risk of flooding. Finally, a multi-story parking structure is likely to cost more to construct than surface parking and have greater ongoing costs related to lighting and elevators. Removing the potential to build a parking structure on Tract 5 of Karns Meadow is likely to reduce ongoing costs associated with maintenance of Karns Meadow Park while preserving the scenic character and natural resource values.

Possible Alternatives.

1. Council could reject the proposed amendment and direct staff to return with a different amendment.
2. Council could reject the proposed amendment and keep the current restrictive covenant, which allows for a multi-story parking lot on Tract 5.

Comprehensive Plan & Priority Alignment.

Rights of Nature Resolution

Principle 1.1—Maintain healthy populations of all native species.

For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Principle 1.2 – Preserve and enhance surface water and groundwater quality.

Clean water is one of the most basic requirements of a healthy ecosystem and community. Protecting the water quality of Jackson and Teton County is essential to the ecosystem and scenic beauty that residents and visitors enjoy. In addition, the public has the right to clean, affordable drinking water. Stewardship of surface water bodies of all sizes, the Snake River Sole Source Aquifer, wetlands, riparian areas, and groundwater, is vital to sustaining healthy populations of native species and for the health and safety of the human community. Preservation of water quality includes water features, from small creeks to large systems, including the Snake River Sole Source Aquifer, due to its importance as the community's water source. Among other measures, it is integral to minimize pollution from wastewater and stormwater that cause water quality impairment and threaten overall ecosystem health.

Principle 1.4 – Protect and steward open space.

Protecting open space preserved habitat and scenery and maintains our western agricultural heritage. Avoiding development in critical wildlife areas and providing recreational opportunities that reduce pressure on habitat help maintain a healthy ecosystem. Agriculture, conservation easements, and other methods to protect open space from development while providing active stewardship of the land should continue to be encouraged.

Strategy 4.4.5.6 - Evaluate future active use of Karns Meadow

Character Defining Feature 4.5 - Karns Meadow

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forwards wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original landowner's conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.

Fiscal Impact.

There are minor costs associated with making an amendment. Additionally, amendments to restrictive covenants may have positive or negative impacts to the value of the land.

Staff Impact.

Amending the restrictive covenant and creating this staff report took approximately 5 hours of staff time, primarily from the Administration and Legal Departments.

Attachments or Links.

Amendment to Tract 5 Restrictive Covenant

Original Tract 5 Restrictive Covenant

Suggested Motion.

I move to approve the amendments to the restrictive covenant affecting Tract 5 of Karns Meadow and authorize the Mayor to execute it, subject to minor changes by staff.

AMENDMENT TO RESTRICTIVE COVENANT

This Amendment to Restrictive Covenant (this “**Amendment**”) is made by and between the Town of Jackson, Wyoming (the “**Grantor**”) and The Jackson Hole Land Trust, a Wyoming nonprofit corporation (the “**Grantee**”).

Whereas, Grantor owns in fee simple the real property commonly known as Tract 5 of Karns Meadow and legally described at Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”);

Whereas, the Property is encumbered by a Restrictive Covenant recorded in the land records of Teton County, Wyoming on December 2, 2008 as Document No. 742771 (the “**Restrictive Covenant**”);

Whereas, the Restrictive Covenant set forth conditions for the use of the Property by Grantor and Grantor’s successors in title to the Property;

Whereas, the Restrictive Covenant allows Grantor to build a parking garage on the Property;

Whereas, Grantor and Grantee wish to eliminate the allowance of the parking garage in the Restrictive Covenant;

Whereas, the Board of Directors for Grantee has determined that this Amendment is in accordance with Grantee’s amendment policy and therefore authorized the execution and delivery of this Amendment by the Chair of the Board of Directors.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Grantor and Grantee hereby amend the Restrictive Covenant as follows:

1. Subsection II.A.2.(b) of the Restrictive Covenant shall be amended to read as follows:

(b) A public parking lot, provided that such improvement is designed, constructed, and maintained to protect the natural resources existing on the Trust Parcel and other real property adjoining the Property subject to conservation easements owned by the Grantee described in Subsection I.B.3.

2. Subsection II.A.2.(c) of the Restrictive Covenant shall be amended to read as follows:

(c) A public drive for access over the Property and to the parking lot allowed by this Subsection II.A.2, and for access to adjoining property. Such drive shall be located within the sixty (60) foot right of way located along the western border of the Property as shown on the map attached as Exhibit C.

3. Subsection II.A.2.(e) of the Restrictive Covenant shall be amended to read as follows:

(e) *Lighting along the pathway, the drive, and within the parking lot permitted by Subsections II.A.2(a), (b) and (c). Lighting shall use 90-degree horizontal cut-off downcast fixtures, shall be incandescent in color.*

Lighting along the drive permitted by Subsection II.A.2(b) and within the parking lot shall not exceed twelve (12) feet in height.

Lighting along the pathway permitted by Subsection II.A.2(a) shall not exceed eight (8) feet in height, shall only be used from November through March, and shall be turned off after 10:00 p.m.

4. Subsection II.B.4 of the Restrictive Covenant shall be amended to read as follows:

4. *Commercial or Industrial Use. Any commercial or industrial use. Operation of a public parking lot shall not be deemed a commercial or industrial use.*

5. Subsection II.B.6 of the Restrictive Covenant shall be amended to read as follows:

6. *Dumping and Storage. The dumping or other disposal of toxic materials or other refuse, or untreated storm water or wastewater. The storage or parking of materials or equipment, except for storage or parking of materials or equipment incidental and subordinate to the construction, use and maintenance of the parking lot permitted by Subsection II.A.2(b) and the Natural Park permitted by Subsection II.A.2(a) on the Property and adjoining property, and except for snow storage as permitted by Subsection II.A.3.*

This prohibition does not impose liability on Grantee with respect to the Property, nor shall Grantee, with respect to the Property, be construed as having liability as a "responsible party" under CERCLA, or similar federal or state statutes.

6. Any terms of the Restrictive Covenant not otherwise modified herein shall remain as is and unaffected by this Amendment. In the event of a conflict between the terms of the Restrictive Covenant and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have executed this Amendment to be effective as of the date this Amendment is recorded in the land records of Teton County, Wyoming.

GRANTOR:

Town of Jackson, Wyoming

By: _____

Name: _____

Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ in their capacity as _____ of the Town of Jackson, Wyoming, on this ____ day of _____, 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

GRANTEE:

JACKSON HOLE LAND TRUST, a Wyoming nonprofit corporation

By: _____

Name: Shawn K. Smith

Its: Secretary of the Board

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn K. Smith in his capacity as Secretary of the Board of The Jackson Hole Land Trust, a Wyoming nonprofit corporation on this ____ day of _____, 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A
Legal Description of the Property

TRACT 5
KARNS MEADOW

A Tract of Land located in the SE1/4NW1/4 of Section 33, Township 41 North, Range 116 West, 6th P M., Town of Jackson, Teton County, Wyoming, being more particularly described as follows

Beginning at a Point on the east-west midsection line of Said Section 33 which lies N88°55'14"W, 953.73 feet from the center one-quarter corner of Said Section,
Thence N19°14'41"E, 25.59 feet to a point,
Thence N83°21'37"E, 130.20 feet to a point,
Thence N33°10'36"E, 92.38 feet to a point,
Thence N57°32'06"E, 52.75 feet to a point,
Thence N26°07'16"E, 69.97 feet to a point,
Thence N01°00'51"W, 182.09 feet to a point which lies N59°32'05"W, 804 13 feet from the center one-quarter corner of Said Section,
Thence continuing N01°00'51"W, 76 19 feet to a point,
Thence N27°05'33"E, 88.46 feet to a point,
Thence N89°58'17"W, 353.12 feet to a point on the easterly boundary line of that parcel described in Book 457 pages 621-626, records of Teton County,
Thence along said easterly boundary line, S00°39'15"W, 543 75 feet to the intersection of said easterly boundary line with said east-west midsection line of Said Section 33,
Thence along said east-west midsection line, S88°55'14"E, 60 00 feet to the Point of Beginning.

Containing 3.58 acres, more or less, and subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Michael J. Quinn
Wyoming Professional Land Surveyor 4270
17 December 2003
Nelson Engineering Project No. 02-045-5

S:\PROJECT FILES (BY PROPERTY)\PROPERTIES G-L\Karns Meadow\Karns Meadow (Tract 5)\LEGAL DOCS\Ex A (legal description) doc

PIDN: 22-41-16-33-2-00-028

RESTRICTIVE COVENANT

PIDN: 22-41-16-33-2-00-028

This Restrictive Covenant (this "Document") is entered into this 2nd day of December, 2008, between the TOWN OF JACKSON, WYOMING, Grantor and THE JACKSON HOLE LAND TRUST, Grantee.

I. BACKGROUND STATEMENT

RELEASED	☒
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

A. Description of the Parties.

1. *Grantor.* Grantor is an incorporated municipality within the State of Wyoming. Grantor is the owner of certain real property described below and referred to in this Document as the "Property." Grantor's address is 150 East Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001.

2. *Grantee.* Grantee is a Wyoming non-profit corporation, and a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"). The address of Grantee is P.O. Box 2897, Jackson, Wyoming 83001. Grantee is the owner of certain real property interests adjoining the Property.

B. Description of the Purpose of the Conveyance.

1. *General.* The conveyance below provides for the permanent restriction of the Property. A legal description of the Property is provided in Exhibit A. The Property is also shown on the map attached as Exhibit C as "Tract 5." Exhibit C also shows the "Karns Meadow" property, of which the Property is a portion. This Document imposes a restrictive covenant (the "Covenant") over the Property, upon the terms and conditions contained in this Document.

2. *Covenant to Run With the Land.* The parties intend that the restrictions on the future use of the Property imposed by this Covenant shall run with the land and bind all future owners, and that this Covenant shall benefit the real property interests owned by Grantee to which it is appurtenant, as described in Subsection I.B.3, and be enforceable by Grantee and its successors in title to such real property interests, in perpetuity.

3. *Reliance by Grantee.* Grantee is the owner of the "Trust Parcel" and conservation easement over Tract 1 of Karns Meadow recorded in the Office of the Clerk of Teton County, Wyoming in Book 536, beginning at page 105 and of the conservation easements recorded in said Clerk's Office in Book 577, beginning at page 1078 over Tract 2 of Karns Meadow; Book 613, beginning at page 589 over Tract 3 of Karns Meadow; and Book 644, beginning at page 906 over Tract 4 of Karns Meadow.

GRANTOR: TOWN OF JACKSON WYOMING
GRANTEE: JACKSON HOLE LAND TRUST
Doc 0742771 bk 713 pg 952-974 Filed At 15:29 ON 12/02/08
Sherry L. Daigle Teton County Clerk fees: 74.00
By Michele Fairhurst Deputy

Said real property interests were purchased by Grantee from Grantor and adjoin or are in the immediate vicinity of the Property. The future development and use of the Property will directly impact the natural resources protected by these purchases. This Covenant is being purchased by Grantee in order to protect said real property interests and the purchase of those interests by Grantee has been made in reliance upon the Grantor's agreement to convey this Covenant.

C. Description of the Property.

The Property consists of approximately 3.58 acres of land located in the Town of Jackson, in Teton County, Wyoming. The Property is currently an open meadow traversed by a gravel drive providing access to property owned by the Town of Jackson, Wyoming, and a gravel drive along the western boundary of the Property. The Property is unimproved by any structures.

The acquisition of the Property and the grant of this Covenant are authorized by Resolution # 08-17 approved by the Town Council of the Town of Jackson on August 18, 2008.

II. TERMS OF COVENANT

In consideration of the factors recited in the Background Statement, and in consideration of the payment of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$166,666.00) by Grantee to Grantor, receipt of which Grantor hereby acknowledges, Grantor hereby agrees, for itself and its successors in title to the Property, to restrict the use of the Property in perpetuity, upon the terms and conditions set forth in this Document.

This Covenant shall benefit and be appurtenant to the real property interests owned by Grantee and described in Subsection I.B.3, and shall be enforceable by Grantee and its successors in ownership of such real property interests in perpetuity. This Covenant shall bind Grantor and its successors' use of the Property, upon the terms provided below, in perpetuity.

A. Uses Allowed.

The following uses are expressly allowed on the Property:

1. *Natural Park.* Establishment and maintenance of a public Natural Park, as that phrase is defined in Section II.G, below. Grantee may, in its reasonable discretion, upon written request by Grantor, change the uses permitted in connection with the Natural Park.

2. *Physical Improvements.* The following improvements may be constructed, used, repaired, reconstructed, renovated, replaced, and maintained on the Property:

(a) A combination bicycle, pedestrian and cross-country ski pathway, not to exceed ten (10) feet in width, over the Property in the approximate location shown on the map attached as Exhibit C. Said pathway may be paved.

(b) A public parking lot and/or parking garage, provided that such improvements are designed, constructed, and maintained to protect the natural resources existing on the Trust Parcel and other real property adjoining the Property subject to conservation easements owned by the Grantee described in Subsection I.B.3.

(c) A public drive for access over the Property and to the parking lot and/or parking garage allowed by this Subsection II.A.2, and for access to adjoining property. Such drive shall be located within the sixty (60) foot right of way located along the western border of the Property as shown on the map attached as Exhibit C.

(d) A gravel drive for access to Town Well Lot #5 adjoining the Property in its southeast corner in the location of the existing drive providing such access

(e) Lighting along the pathway, the drive, within the parking lot, and on the parking garage, permitted by Subsections II.A.2(a), (b) and (c). Lighting shall use 90-degree horizontal cut-off downcast fixtures, shall be incandescent in color

Lighting along the drive permitted by Subsection II.A.2(b), within the parking lot and on the parking garage shall not exceed twelve (12) feet in height, unless located on the wall(s) of the parking garage.

Lighting along the pathway permitted by Subsection II.A.2(a) shall not exceed eight (8) feet in height; shall only be used from November through March, and shall be turned off after 10:00 p.m.

(f) Drilling for, constructing, operating, using and maintaining one (1) water well on the Property, provided that such well and any earth disturbance in connection with establishing, operating, using and/or maintaining the well is not located within fifty (50)-feet of Flat Creek, and that all well facilities, including pumps, water pipes, storage tanks, and/or treatment facilities are either located underground or off from the Property.

(g) A public bus stop.

Grantor shall provide Grantee with thirty (30) days prior notice before beginning any work on the Property provided for in this Subsection II.A.2.

3. *Snow Storage.* Snow storage is permitted on the Property, provided that run-off from melting snow is treated and managed to prevent damage to the water quality of Flat Creek, the Trust Parcel and other real property adjoining the Property

subject to conservation easements owned by the Grantee described in Subsection I.B.3. Snow storage shall not be permitted after development of the real property adjoining the Property along its western boundary, currently owned by the Teton County Housing Authority, has been developed with any occupied dwelling units.

4. *Special Events.* Periodic special events, as defined in Subsection II.G, which may include the temporary use of tents and platforms. Such events may be public in nature, or may be for private parties on rental basis. Events shall not exceed six per year.

5. *Recreational Activities.* Recreational activities permitted in connection with the Natural Park, as defined in Section II.G, below, as well as sports (consistent with informal and limited public recreational use as defined in Subsection II.G) such as soccer, rugby, softball, touch football, volleyball, and horseshoes.

6. *Maintenance Activities.* Mowing, bush hogging, etc. is permitted to maintain the Property.

7. *Other Uses.* Other uses not expressly prohibited by the terms of this Document that do not substantially impair the conservation values of the Trust Parcel and other real property adjoining the Property subject to conservation easements owned by the Grantee described in Subsection I.B.3.

B. Prohibited Uses.

1. *Improvements.* The construction or placement of any improvements on the Property, except as permitted in Subsection II.A.2, and as necessary for snow storage permitted by Subsection II.A.3.

2. *Land Division.* Division or *de facto* division (through sales, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

3. *Mining and Mineral Extraction.* Mining by strip or surface mining, or any other method, and drilling and exploring for oil and/or gas or the recovery of coal-bed methane.

4. *Commercial or Industrial Use.* Any commercial or industrial use. Operation of a public parking lot and/or garage shall not be deemed a commercial or industrial use.

5. *Water Rights.* Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee. Grantor shall use its best efforts to comply with all laws and regulations that ensure the retention of any and all water rights, now or in the future, pertaining to the Property. Nevertheless, Grantor may transfer any water with respect to which it is unable to maintain the beneficial use due to the physical improvements permitted by

Subsection II.A.2, and which water rights it is unable to transfer to the balance of the Property or adjoining property included within the boundaries of the Karns Meadow property as shown on the map attached as Exhibit C.

6. *Dumping and Storage.* The dumping or other disposal of toxic materials or other refuse, or untreated storm water or wastewater. The storage or parking of materials or equipment, except for storage or parking of materials or equipment incidental and subordinate to the construction, use and maintenance of the parking lot and/or parking garage permitted by Subsection II.A.2(b) and the Natural Park permitted by Subsection II.A.2(a) on the Property and adjoining property, and except for snow storage as permitted by Subsection II.A.3.

This prohibition does not impose liability on Grantee with respect to the Property, nor shall Grantee, with respect to the Property, be construed as having liability as a "responsible party" under CERCLA, or similar federal or state statutes

7. *Sound Amplification and Fireworks.* The outdoor use of sound amplification equipment or the use of fireworks.

8. *Special Events.* The use of the Property for special events, as defined in Section II.G, except as permitted by Subsection II.A.4.

9. *Hunting.* Hunting is not permitted on the Property.

C. Notice and Approval Requirements.

1. *Form of Notice.* Any notices, demands or other communications required or permitted to be given by the terms of this Document shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt), (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; (iv) by regular U.S. Mail; or (v) telephone facsimile or electronic mail.

Such notices shall be deemed to be received (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by the return receipt if sent by certified mail; (iii) within two business days of deposit with a courier in the case of U.S. Express Mail or commercial overnight courier; (iv) when actually received, in the case of U.S. Mail; or (v) when sent, with a confirmation of delivery if sent by telephone facsimile or electronic mail. Such notices shall be sent to the addresses of the parties set forth above and, in the case of notice by telephone facsimile or electronic mail, to the telephone number or electronic mail address provided by the party to whom notice is being sent.

Notice of change of address shall be effective only when done in accordance with this Subsection II.C.1.

2. *Content of Notices.* All required notices hereunder shall be in writing and shall provide sufficient information to allow, in the case of notice to Grantee, Grantee to determine whether the proposal is consistent with this Covenant. In the case of notice to Grantor, the notice shall inform Grantor of the purpose of the notice and the provision(s) of the Covenant with respect to which the notice has been sent.

D. Enforcement of the Covenant.

1. *Right to Injunction, etc.* The parties recognize that money damages, or other non-injunctive relief, may not adequately remedy a violation of this Covenant. Therefore, the parties agree that any violation of this Covenant shall be subject to termination through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means.

2. *Right to Restoration.* In addition, Grantee shall have the right, but not the obligation, to enforce the restoration of the portions of the Property affected by activities in violation of any of the terms of this Covenant. Such restoration shall be, as nearly as possible, to the condition that existed prior to such violation.

3. *Right to Recover Damages.* In the event of a violation of the terms of this Covenant, in addition to the other remedies provided for in this Section II.D, Grantee shall be entitled to any other remedies available in law or equity.

4. *Costs and Attorneys Fees.* In addition to any other damages to which it may be entitled, Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Covenant, including reasonable attorneys' fees, expenses and court costs, provided that it is, at least in part, the prevailing party in any such action.

5. *Right to Proceed Against Third Parties.* Grantee has the right to proceed against any third party or parties whose actions threaten to violate or violate the provisions of this Covenant, including the right to pursue all remedies and damages provided in this Section II.D. The owner of the Property at the time of any such proposed proceeding against a third party shall cooperate with Grantee in such proceeding.

6. *Right to Require Assignment of Trespass Claims.* If requested by Grantee, Grantor shall assign to Grantee any cause of action for trespass resulting in a violation of this Covenant that may be available to such Grantor. Grantor may condition such assignment to provide for the (i) diligent prosecution of any such action by Grantee and (ii) division between Grantee and such Grantor of any recovery, over and above Grantee's attorney's fees and expenses incurred, resulting from such action.

7. *No Waiver.* Failure by Grantee, for any reason, to exercise the rights granted to it by this Covenant, in the event of any violation of its terms, shall not be

deemed or construed to be a waiver of Grantee's rights hereunder as to that, or any subsequent, violation.

8. *Grantor's Right to Recover Damages.* In the event that Grantee is found by a court having jurisdiction in the case to have willfully or wantonly, and in direct contravention of the terms of this Document, violated the terms of this Document, Grantor shall be entitled to recover such damages as it may have incurred as a result of such violation, together with its reasonable attorney's fees, expenses and court costs.

E. Termination of this Covenant.

In the event that this Covenant is terminated by condemnation or otherwise, without the consent of Grantee, as to the entire Property or any substantial portion thereof; or in the event that the terms of this Covenant are substantially altered without consent of Grantee, by condemnation or otherwise, Grantee shall be entitled to repayment of the consideration paid by it for this Covenant, together with interest on that amount from the date of recordation of this Document until the date of repayment at the annual rate of six percent (6%).

F. Notice to Grantee of Principal Parcel Transfer.

Grantor shall provide Grantee with thirty (30) days written notice prior to conveying the Property or any portion thereof or interest therein. The notice shall include the address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of this Covenant against any subsequent owner of the Property, or the validity of the conveyance.

G. Definitions.

For purposes of this Document, the following terms shall have the meaning given to them in this Section II.G:

- The term "Grantor" shall mean the Grantor and Grantor's successors in title to the Property, including tenants, lessees, and licensees of the Property or any portion thereof.
- The term "Grantee" shall mean The Jackson Hole Land Trust and its successors and/or assigns.
- The terms "existing" or "currently," and variations thereof, shall mean existing or current at the time of the recordation of this Document.
- The term "use" shall mean physical use of the Property, or any part thereof, or an activity on the Property or any part thereof.

- The term “necessary” shall be interpreted to limit the permitted use to which it applies to that which is essential to the accomplishment of such use.

- The term “Natural Park” shall refer to a public park the use of which is limited to informal and limited public recreational use including fishing, hiking, biking, cross-country skiing, handicapped access, picnicking, and other informal recreational activities not requiring alteration of the existing natural condition of the Property such as kite flying, and playing catch or Frisbee.

Uses excluded from the term Natural Park include recreational uses requiring significant improvements or other alteration of the natural condition of the Property, such as playing fields, sports arenas, ice rinks, or other intensive uses or uses inconsistent with preservation of the existing natural features of the Property.

- The phrase “informal and limited public recreational use” shall refer to use by individual members of the public as opposed to use by organized sports teams, leagues, etc., whether or not such teams, etc. are comprised of professionals or amateurs, children, youths, or adults, and whether or not associated with a school. The phrase shall include groups engaging primarily in wildlife observation and/or study, or social activities such as picnics.

- The phrase “special event” shall refer to an event, including any related event occurring contemporaneously on the Property or any adjoining property at which attendance (including attendance at any such related event) exceeds fifty (50) persons.

H. Miscellaneous Provisions.

1. *Severability.* If any provisions of this Document or the application thereof to any person or circumstance are found to be invalid the remainder of this Document, and the application of such provisions to other persons or circumstances, shall not be affected.

2. *Recordation.* This Document shall be recorded in the Office of the Clerk of Teton County, Wyoming.

3. *Reference to Covenant Required.* Reference to this Covenant shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest or temporary rental for purposes of special events) in the Property is conveyed. Such reference shall include the recording data pertaining to this Document. Failure to provide this reference shall not in any way affect the validity or enforceability of the Covenant against any subsequent owner of the Property, or the validity of such conveyance.

4. *Construction.* This Document shall be construed according to the laws of the State of Wyoming and the United States of America. The parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to

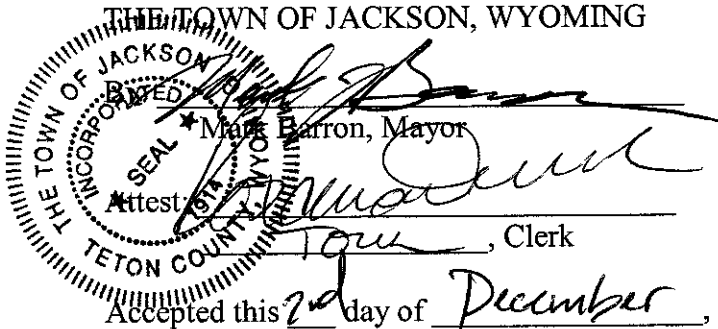
the enforcement or violation of any of the terms of this Document shall be the state trial court serving Teton County, Wyoming, and no proceeding shall be initiated in any other court, except for appeals from the decision of such trial court

Neither of the parties hereto shall be deemed the draftsman of this Document or any part thereof, each having had the benefit of counsel of their own choosing in negotiating its terms.

5. *Eminent Domain.* Nothing contained in this Document shall be deemed to limit in any manner the power of eminent domain of the Town of Jackson, Wyoming

IN WITNESS WHEREOF, Grantor has executed this Document the day and year first above written.

THE TOWN OF JACKSON, WYOMING



Accepted this 2nd day of December, 2008, by The Jackson Hole Land Trust

THE JACKSON HOLE LAND TRUST

By: Margaret Gilday
Margaret Gilday, President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Barron on this 17th day of November, 2008.

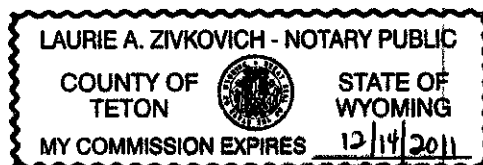
WITNESS, my hand and official seal.

WITNESS, my hand and official seal.



 Notary Public

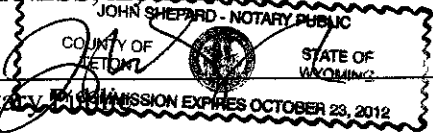
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Margaret Gilday on this
2nd day of December, 2008.

WITNESS, my hand and official seal.

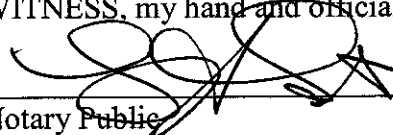

Notary Public

My commission expires: 10/23/2012

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Roxanne DeVries Robinson
this 17th day of November, 2008.

WITNESS, my hand and official seal.


Notary Public

My commission expires:

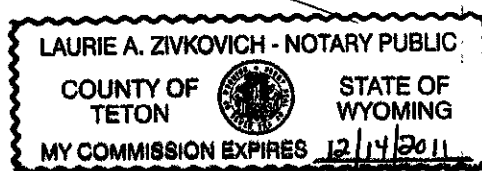


EXHIBIT A
TRACT 5
KARNS MEADOW

A Tract of Land located in the SE1/4NW1/4 of Section 33, Township 41 North, Range 116 West, 6th P M., Town of Jackson, Teton County, Wyoming, being more particularly described as follows

Beginning at a Point on the east-west midsection line of Said Section 33 which lies N88°55'14"W, 953.73 feet from the center one-quarter corner of Said Section,
Thence N19°14'41"E, 25.59 feet to a point,
Thence N83°21'37"E, 130.20 feet to a point,
Thence N33°10'36"E, 92.38 feet to a point,
Thence N57°32'06"E, 52.75 feet to a point,
Thence N26°07'16"E, 69.97 feet to a point,
Thence N01°00'51"W, 182.09 feet to a point which lies N59°32'05"W, 804 13 feet from the center one-quarter corner of Said Section,
Thence continuing N01°00'51"W, 76 19 feet to a point,
Thence N27°05'33"E, 88.46 feet to a point,
Thence N89°58'17"W, 353.12 feet to a point on the easterly boundary line of that parcel described in Book 457 pages 621-626, records of Teton County,
Thence along said easterly boundary line, S00°39'15"W, 543 75 feet to the intersection of said easterly boundary line with said east-west midsection line of Said Section 33,
Thence along said east-west midsection line, S88°55'14"E, 60 00 feet to the Point of Beginning.

Containing 3.58 acres, more or less, and subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Michael J. Quinn
Wyoming Professional Land Surveyor 4270
17 December 2003
Nelson Engineering Project No. 02-045-5

The undersigned agrees and acknowledges that this Natural Resources Inventory (the "Inventory"), attached hereto as Exhibit B, together with supporting photographic documentation, maps and figures, is an accurate representation of the Property at the time of the conveyance of the restrictive covenant thereon and that the Inventory was available to the grantor and grantee prior to conveyance of the restrictive covenant to the Jackson Hole Land Trust.

GRANTOR


Mark Barron
Mayor, Town of Jackson

November 17, 2008
Date

JACKSON HOLE LAND TRUST


Margaret Gilday
President, Jackson Hole Land Trust

12.2.08
Date

“EXHIBIT B”

KARNS MEADOW TRACT 5

A Natural Resources Inventory for the entire 41.8-acre, Karns Meadow property was prepared in December, 2003, in anticipation of the eventual donation of several conservation easements and/or restrictive covenants over the seven Tracts that comprise the Karns Meadow to the Jackson Hole Land Trust (JHLT). Although the 2003 Natural Resources Inventory covers all seven Tracts and the “Trust Parcel,” the JHLT felt it prudent to update the completed Inventory to better reflect the condition of the Property (Tract 5) at the time of conveyance of the restrictive covenant.

Steffan Freeman, Land Steward for the Land Trust, visited the Property on November 12, 2007 to record the current conditions. There have been some changes along the west boundary of Tract 5 of the Karns Meadow Property. Excavation materials including concrete chunks, gravel, and crushed rock, are being stored on the adjacent property to the west that is owned by the Teton County Housing Authority. Some of this material is located very close to the restrictive covenant boundary or is encroaching over the boundary into the restrictive covenant acreage (photo 13). Otherwise, the Property is consistent with the original 2003 Natural Resources Inventory.

The purpose of the Natural Resources Inventory is: 1) to document and provide further detail of the natural and man-made features of the Property and the conservation values to be protected by a restrictive covenant that has been purchased by the Land Trust; 2) to provide sufficient information regarding the current conditions and conservation values of the Property for monitoring by Land Trust Stewardship staff; and 3) to facilitate perpetual enforcement of the terms of the restrictive covenant.

This update consists of **Figure 1**, a photo point map, and **Appendix A**, 16 photographs of the Property taken on November 12, 2007 with a Nikon Coolpix 5700 digital camera and geo-referenced with a hand-held Garmin GPS unit. This “Exhibit B” and the comprehensive 2003 Natural Resources Inventory, which was recorded with the original Warranty Deed and Conservation Easement granted to the JHLT by the Town of Jackson, and is of record in the Office of the Clerk of Teton County, Wyoming in Book 536 beginning on page 105, are considered the Inventory for Karns Meadow Tract 5

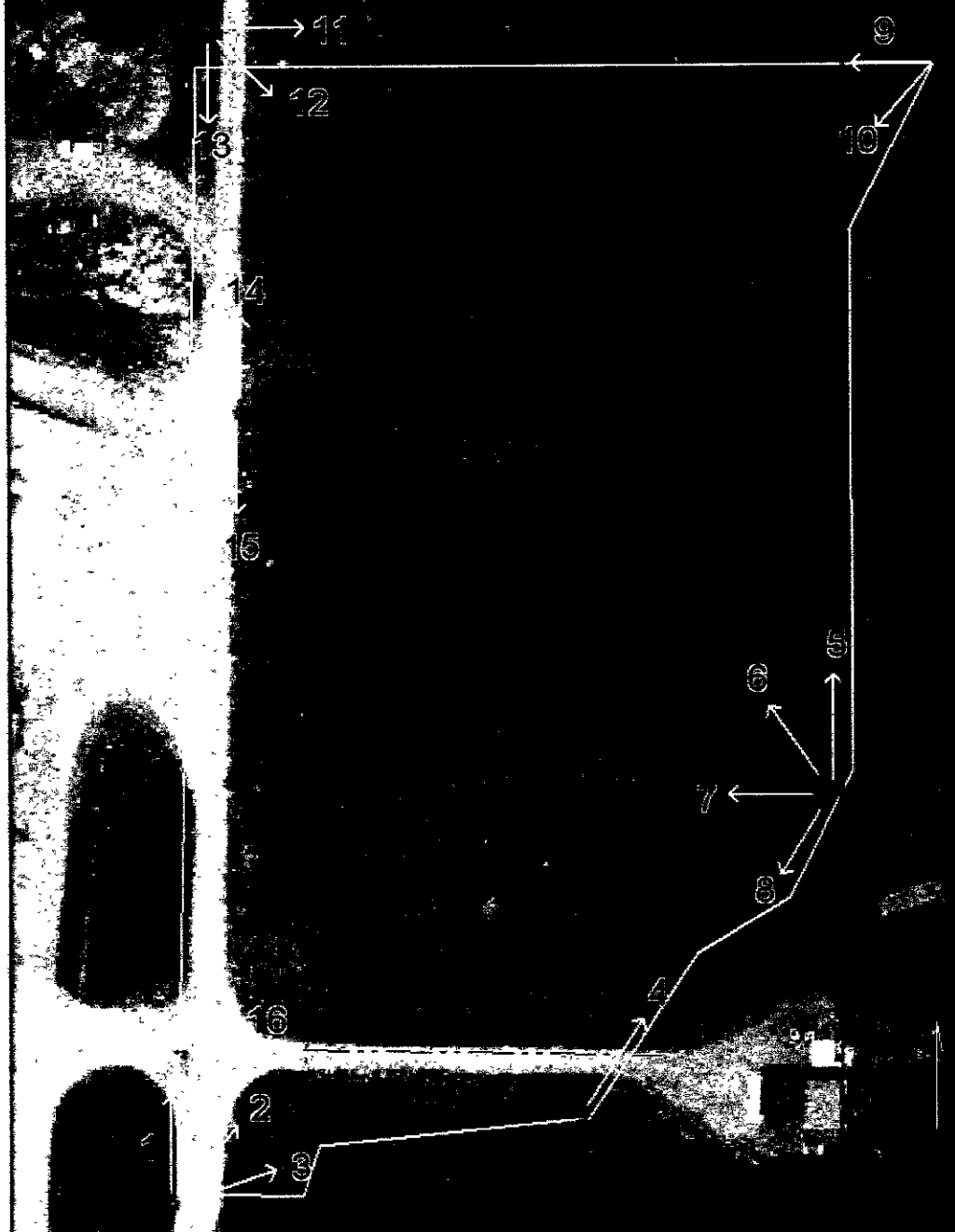
**FIGURE 1 - Supplement Photo
Point Map for Karns Meadow Tract 5**


NORTH

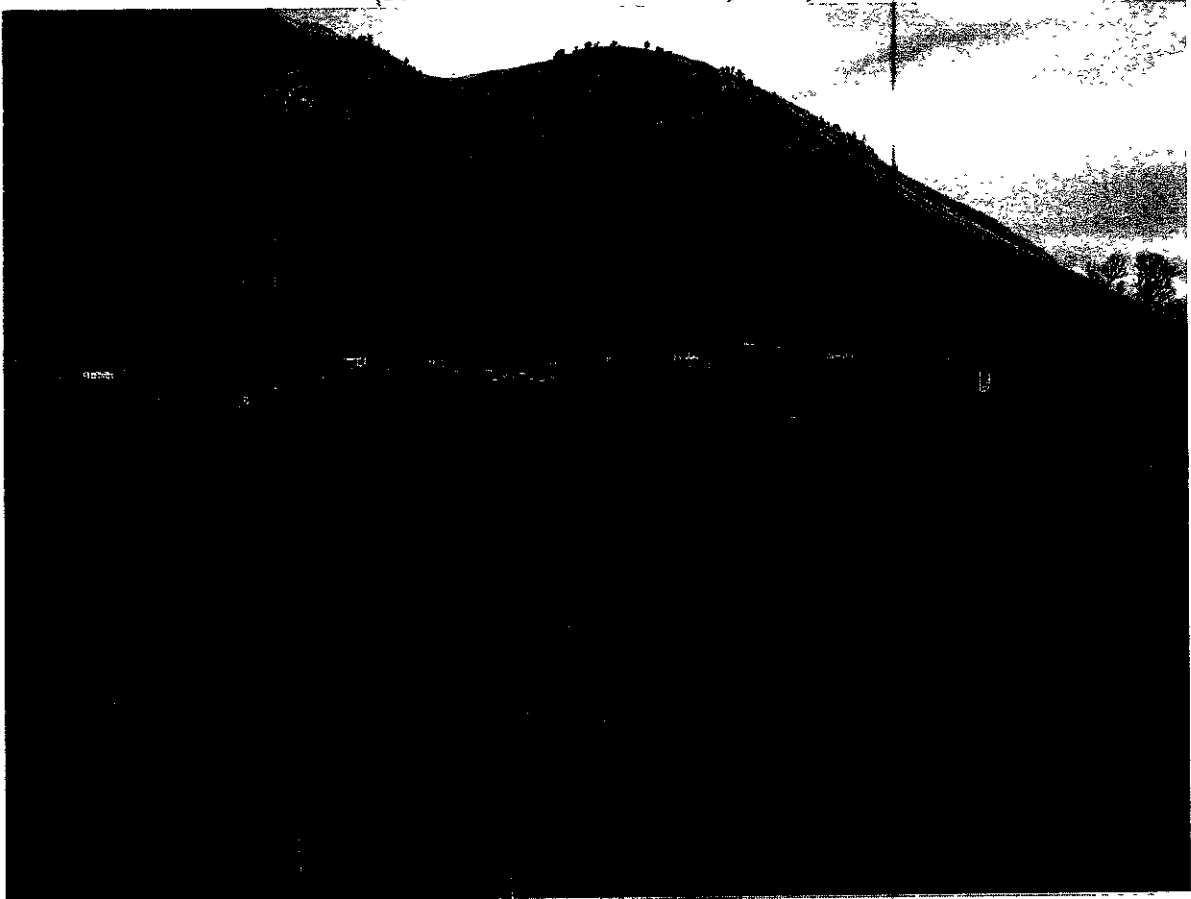
Scale: 1 in. = 90 ft.

NORTH

Scale: 1 in. = 90 ft.

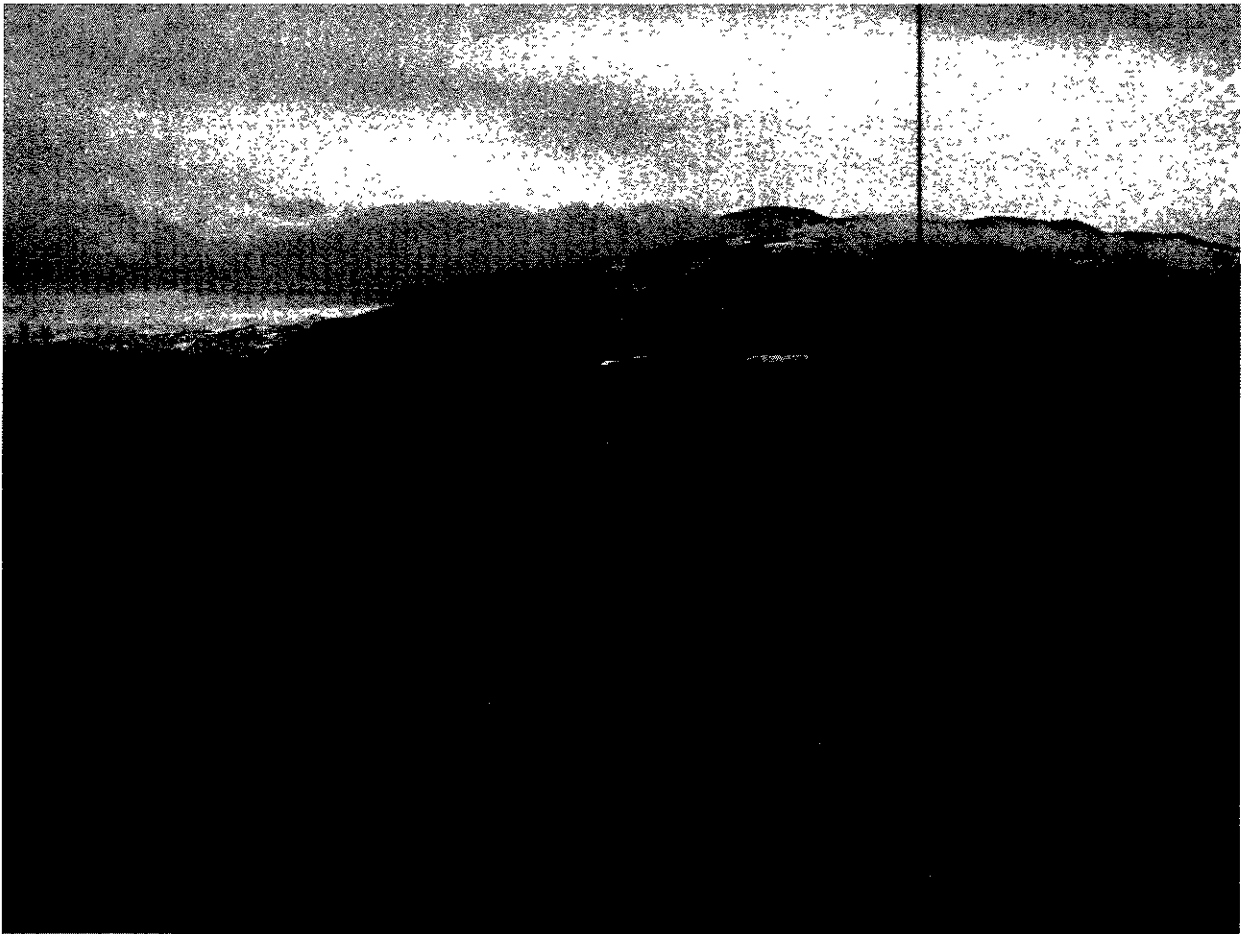


Appendix A – Supplement Photographic Documentation for Karns Meadow Tract 5
(Photos taken November 12, 2007)



POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #1	0518254	4813170	0	Character agricultural meadow from east boundary line
Photo #2	0518254	4813170	315	Character agricultural meadow from east boundary line



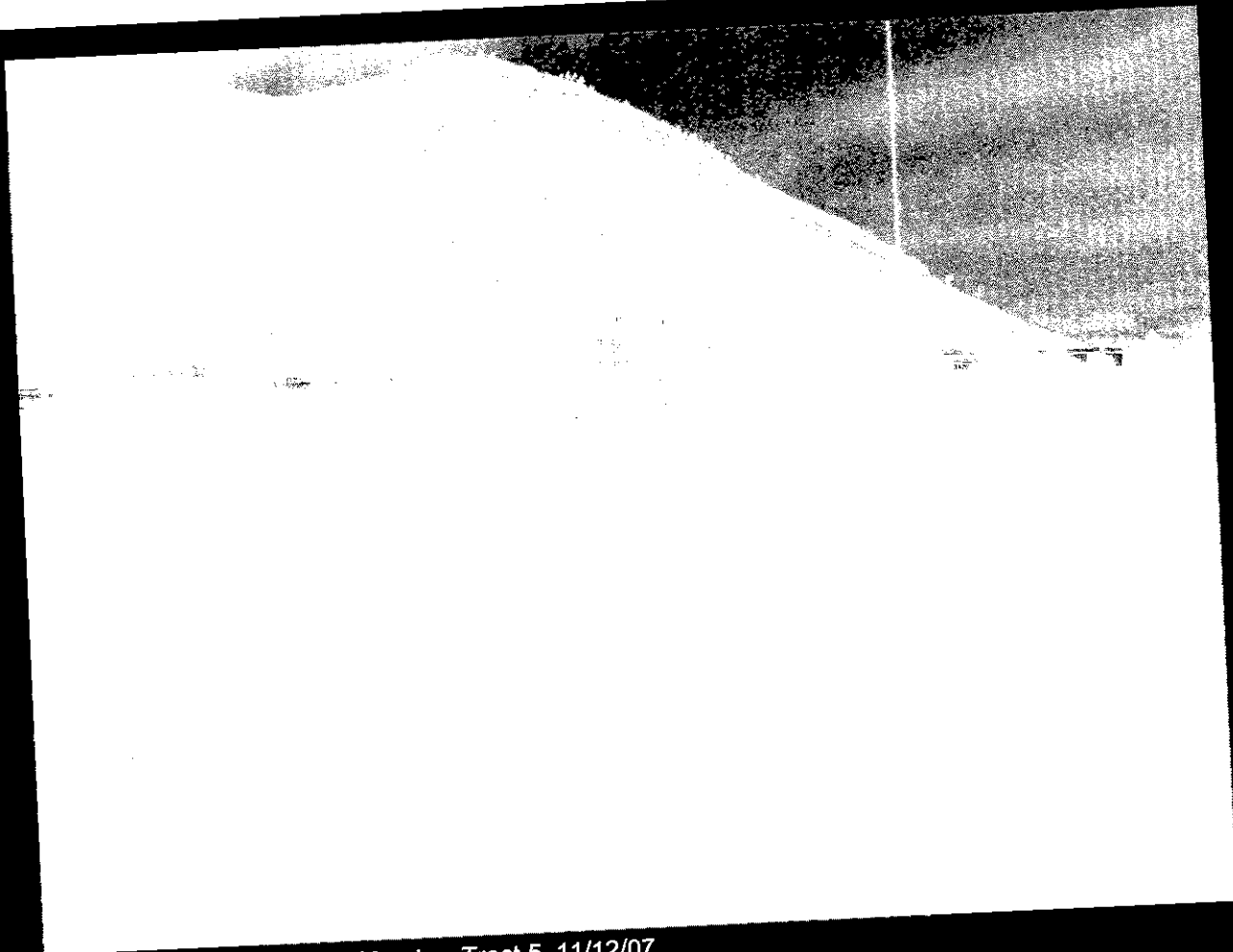


Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS EAST NORTH BEARING COMMENTS

Photo #3	0518159	4813109	70	Character agricultural meadow from SW corner
Photo #4	0518219	4813122	45	Character of pump house access road and SE CE boundary

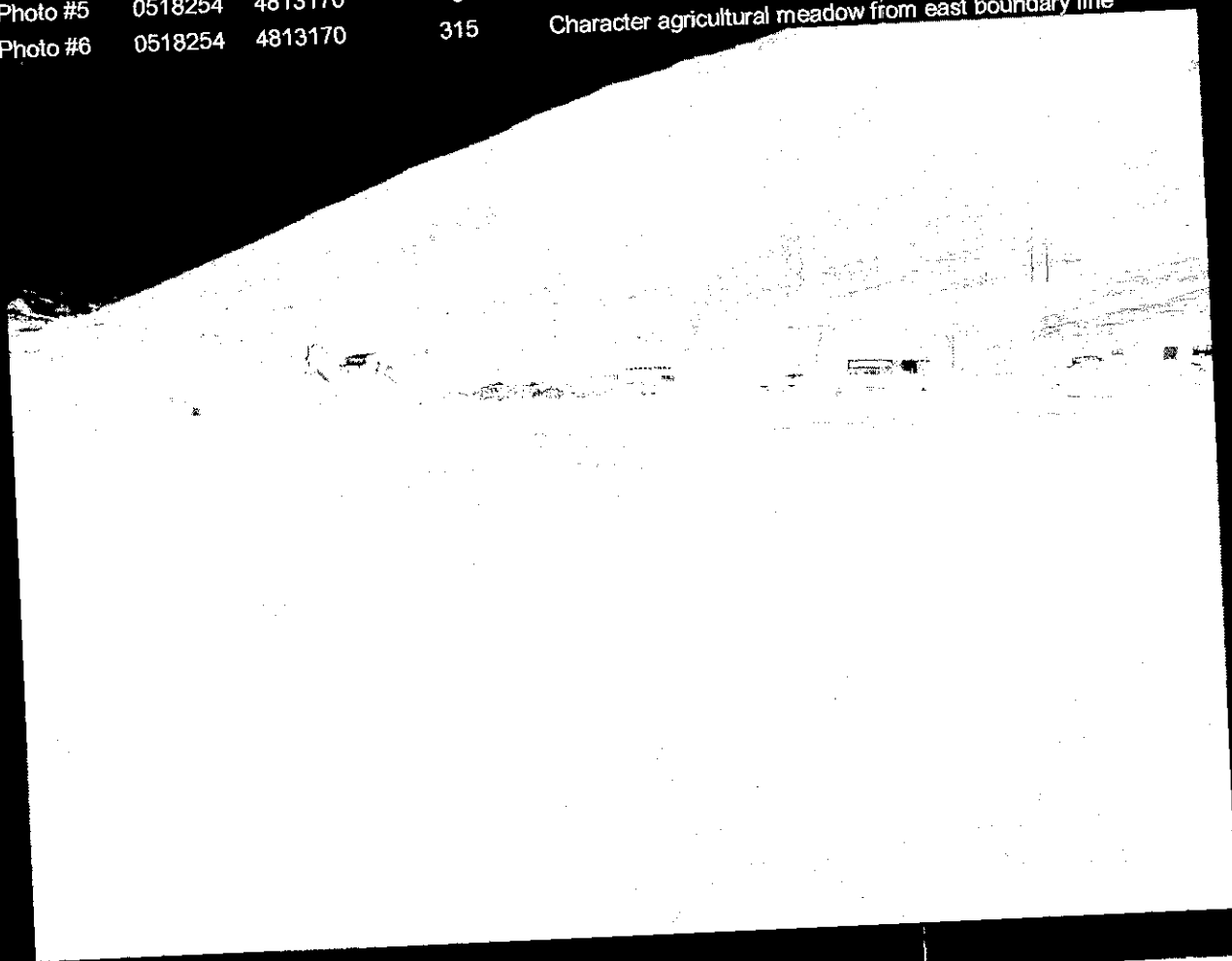




Monitoring Photos: Karns Meadow Tract 5, 11/12/07

	POINTS	EAST	NORTH	BEARING	COMMENTS
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Photo #5	0518254	4813170	0		Character agricultural meadow from east boundary line
Photo #6	0518254	4813170	315		Character agricultural meadow from east boundary line

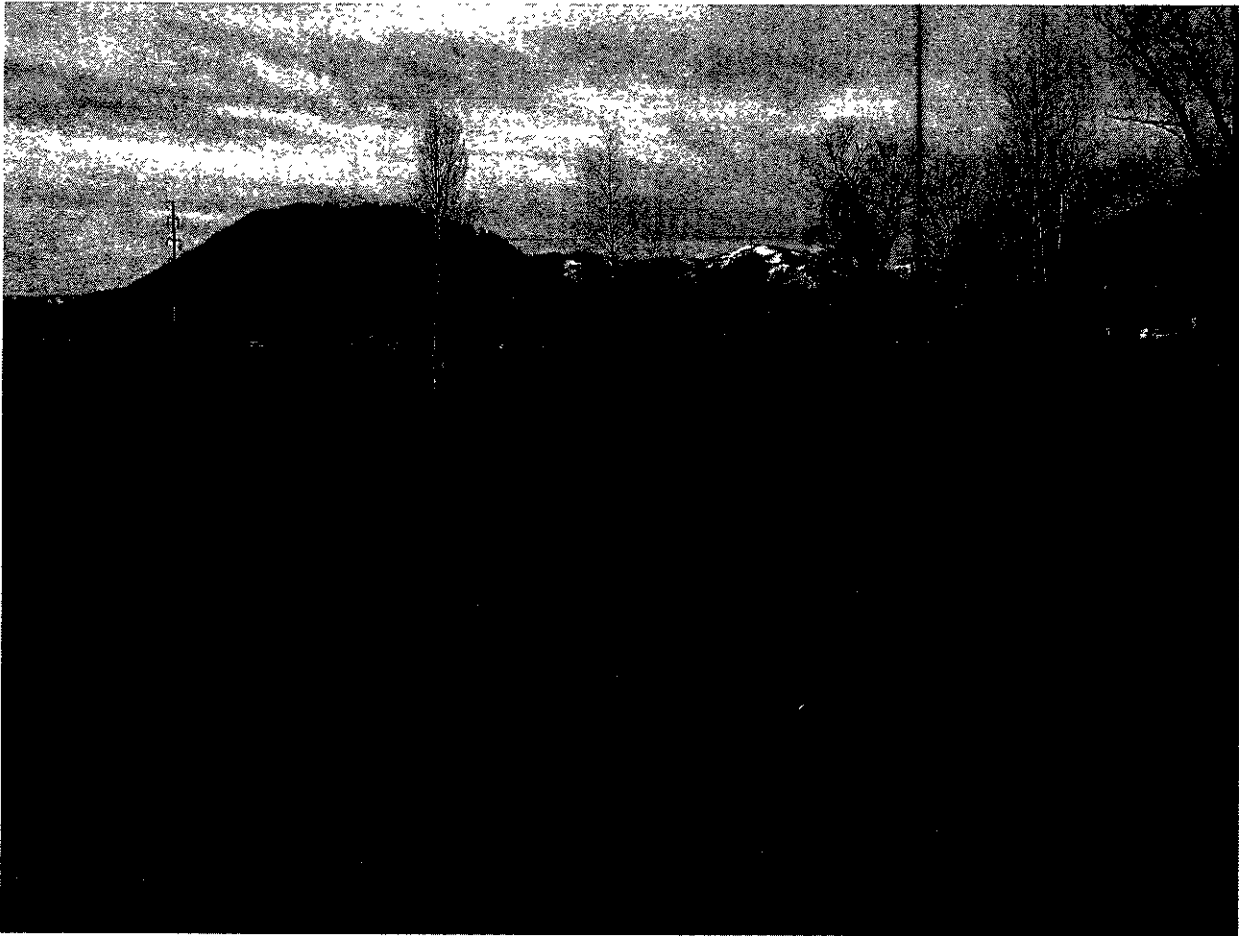




Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS EAST NORTH BEARING				COMMENTS
Photo #7	0518254	4813170	270	Character agricultural meadow from east boundary line
Photo #8	0518254	4813170	225	Character agricultural meadow from east boundary line

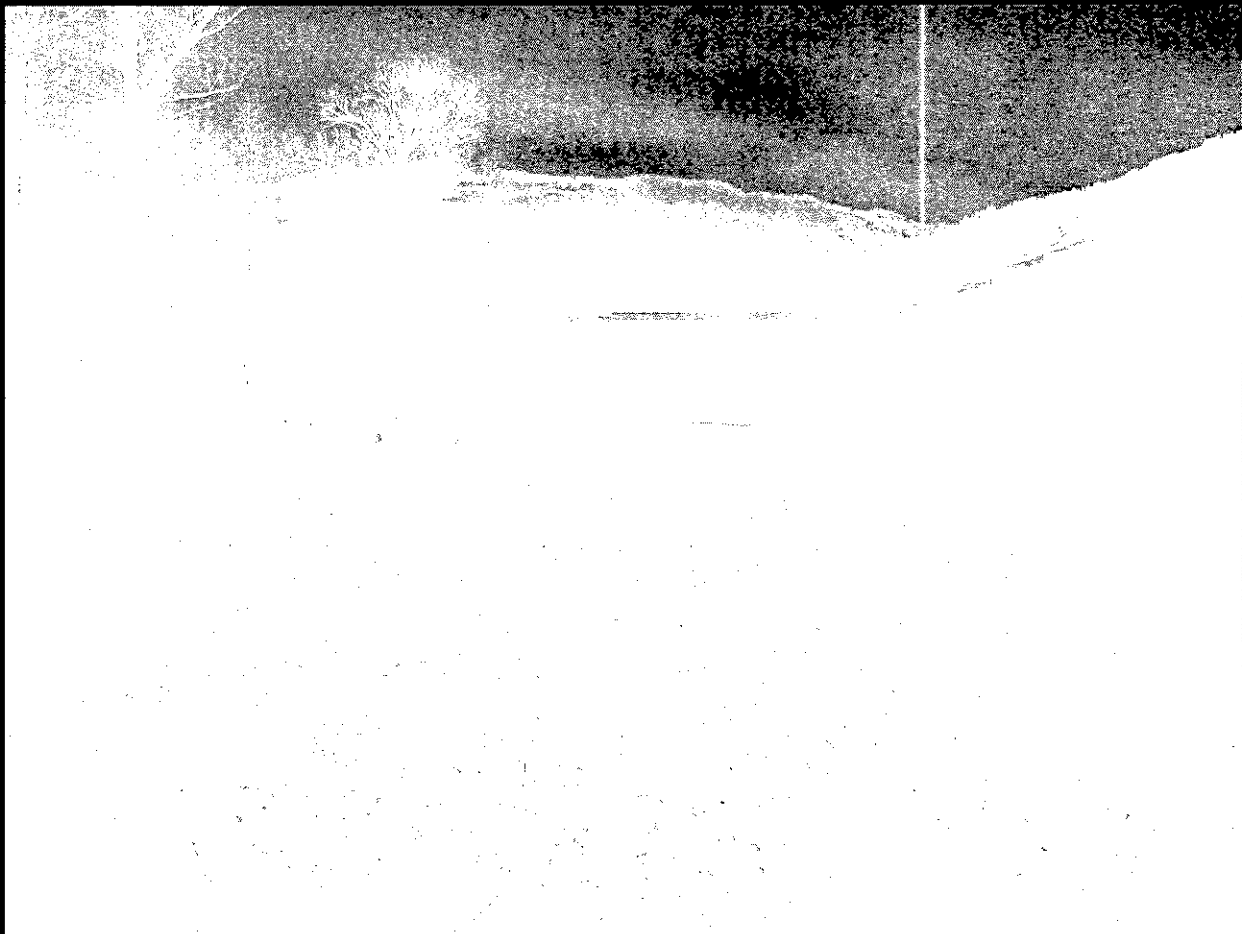




Monitoring Photos: Karns Meadow Tract 5, 11/12/07

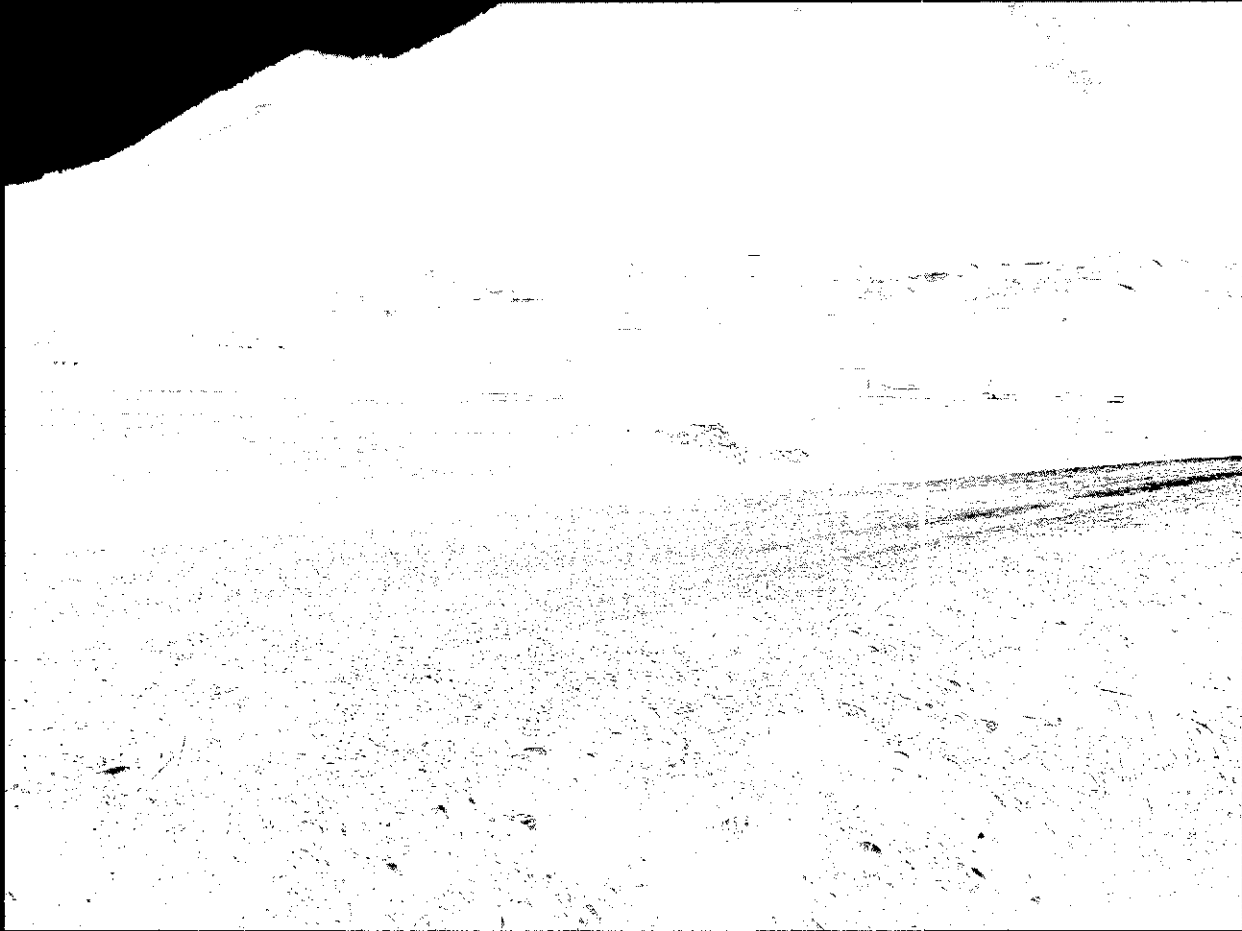
POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #9	0518270	4813277	270	Character along north property line
Photo #10	0518270	4813277	225	Character from NE corner, with abandoned headgate





Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #11	0518163	4813281	90	Character from NW corner including sewer infrastructure
Photo #12	0518163	4813281	135	Character of meadow from NW corner

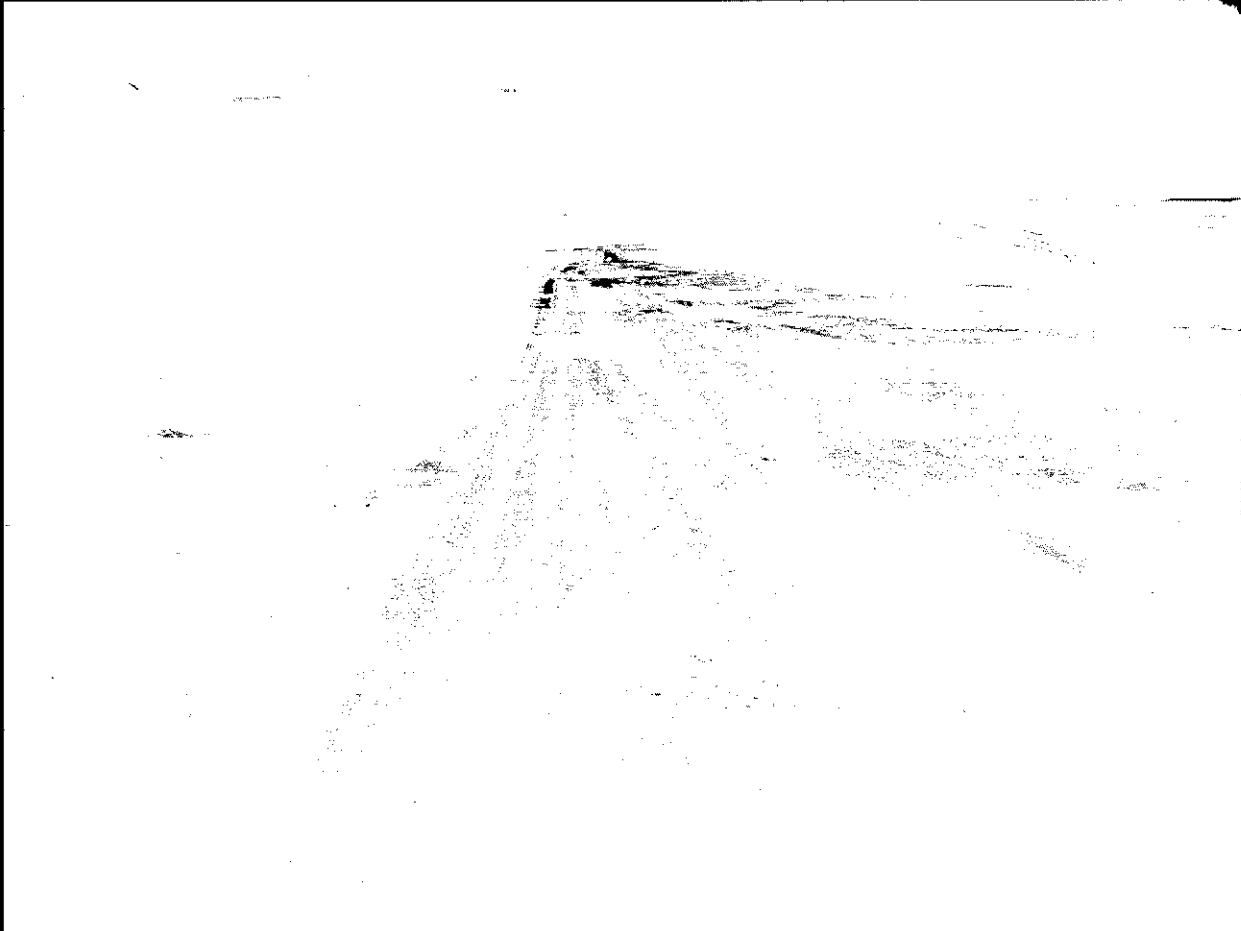




Monitoring Photos:

POINTS		EAST		Karns Meadow Tract 5, 11/12/07		BEARING	COMMENTS
Photo #13	0518163	4813281	180				
Photo #14	0518168	4813225	0				





Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #15	0518168	4813225	180	Character of Karns road
Photo #16	0518160	4813131	90	Character of pump house access road

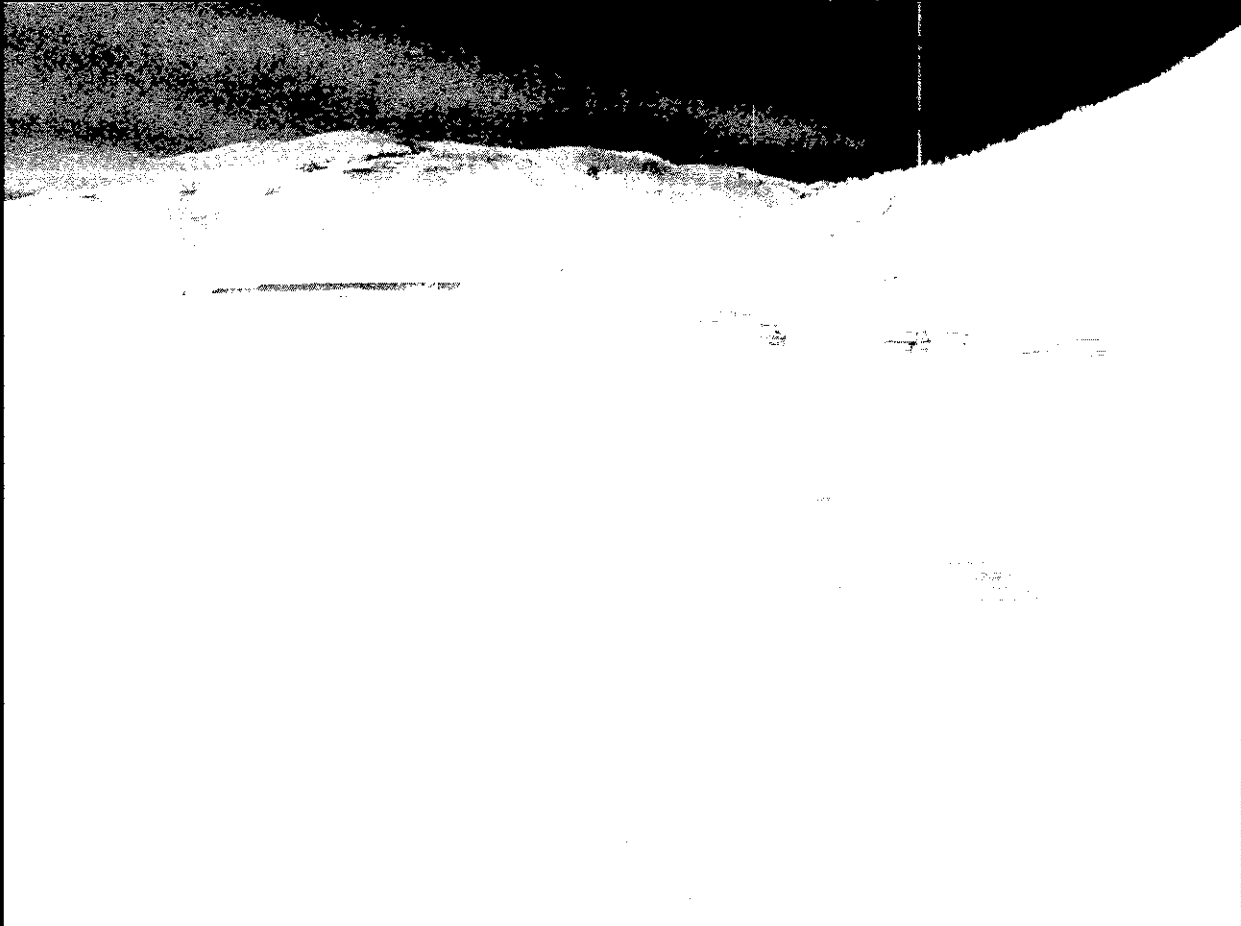
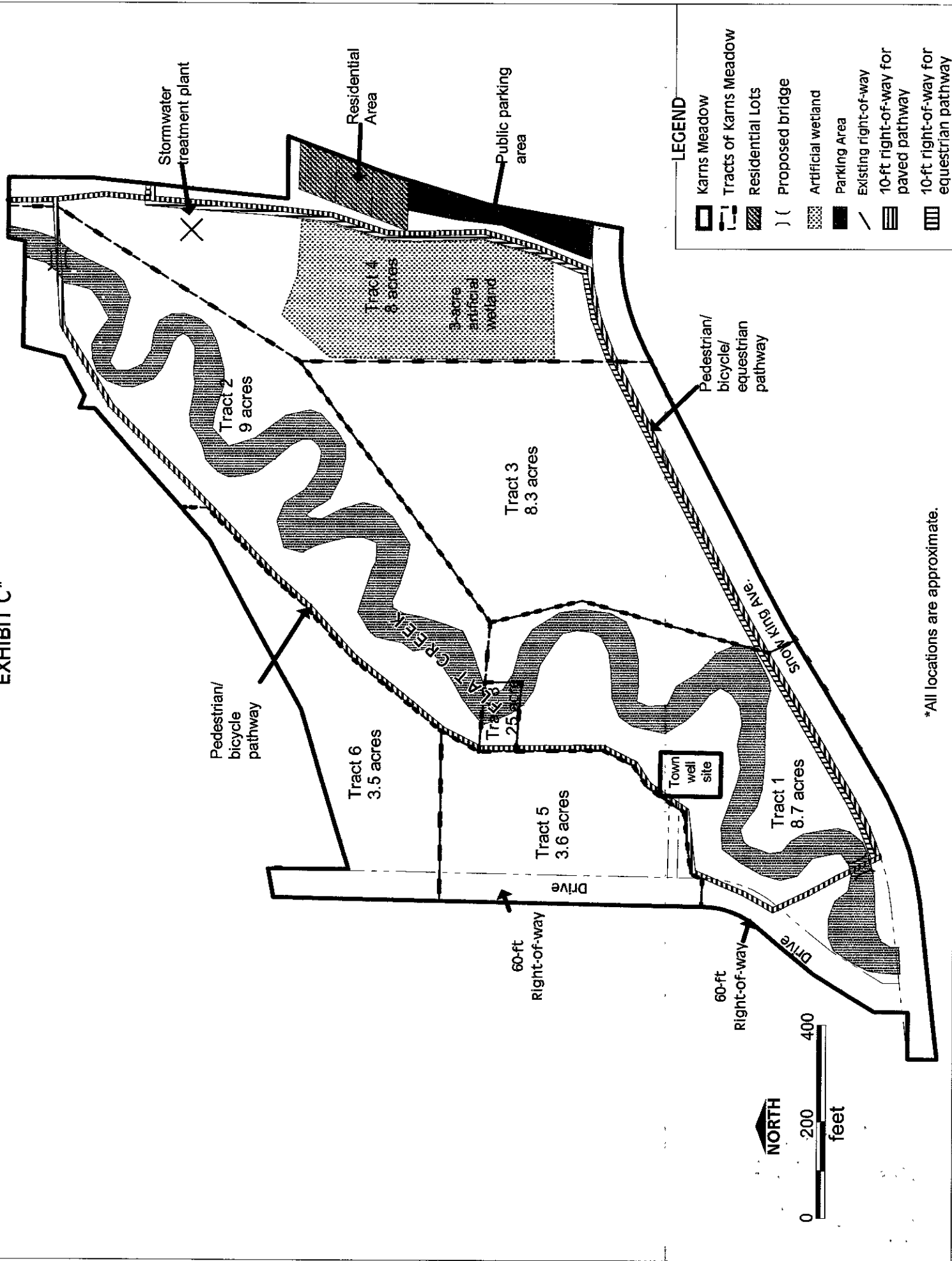


EXHIBIT C*



STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular – Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Vertical Harvest Memorandum of Lease	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and authorize the mayor to execute a Memorandum of Lease to be recorded in the Teton County Clerk's Office to memorialize the legal description of the portion of land being leased by Vertical Harvest.

Requested Action.

Staff request the Council to review and authorize the mayor to execute the Memorandum of Lease attached to this staff report.

Recommendations.

Staff recommend the Council authorize the mayor to execute the Memorandum of Lease attached to this staff report.

Background.

The Town and Vertical Harvest executed a Lease Agreement on June 1, 2014, via which Vertical Harvest leased the ground beneath the greenhouse (which was then not built yet, but now exists) from the Town. However, the exhibit memorializing the legal description of the land being leased was not recorded with the Lease Agreement.

The Memorandum of Lease attached to this staff report clarifies the land records with respect to the area being leased.

Analysis & Key Policy Questions.

Key Policy Question: Does the Council approve of the Memorandum of Lease attached to this staff report and concur with its recording in the Teton County Clerk's land records?

- Long-term leases, such as the one at issue, should be recorded against the relevant property to ensure accurate records exist. The Memorandum of Lease clarifies the record with respect to the Lease Agreement and, once executed, will be recorded to ensure the land records are accurate.

Possible Alternatives.

The Council could elect not to approve the Memorandum of Lease.

Comprehensive Plan & Priority Alignment.

Not applicable.

Fiscal Impact.

Minimal. The approximate cost of recording the Memorandum of Lease at the Teton County Clerk's Office is \$20.00.

Staff Impact.

The staff impact of this item was focused in the Legal Department, which, after learning of the incomplete Lease documentation, identified the correct legal description from 2014 and drafted the Memorandum of Lease. The Legal Department spent, approximately, 15 hours on correcting the records.

Attachments or Links.

- Memorandum of Lease.

Suggested Motion.

I move to approve the Memorandum of Lease attached to this staff report, subject to minor changes by staff.

**MEMORANDUM OF LEASE AGREEMENT
BETWEEN THE TOWN OF JACKSON AND
VERTICAL HARVEST L3C**

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is made effective the 1st of June, 2014, by and between the Town of Jackson, a municipal corporation of the State of Wyoming ("Lessor") and Vertical Harvest L3C, a Wyoming low-profit limited liability company ("Lessee").

WITNESSETH:

1. Lessor owns the real property (the "Leased Premises") specifically described as:

Lots 7, 8, 9 and 10 of Block 2 of the Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 129 recorded September 28, 1940 with the Clerk of Teton County, Wyoming, including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights of grantor minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, rights-of-way and easements of sight or record.
2. Lessor, as landlord, and Lessee, as tenant, have entered into a Lease Agreement dated June 1, 2014, for the lease of Leased Premises (the "Lease").
3. The initial term of the Lease is ongoing, having commenced on June 1, 2014, and runs through March 31, 2034, unless sooner terminated as provided for in the Lease. Subsequent to the initial term, the Lease is thereafter subject to extension by way of two five-year options to renew, for a total of thirty years.
4. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

(Memorandum of Lease Agreement signature block begins on next page)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease Agreement effective as of the day and year first above written intending to be legally bound hereby.

LESSOR:

Town of Jackson, a Municipal Corporation,
a municipal corporation of the State of Wyoming

By: _____
Hailey Morton Levinson, Mayor

ATTEST: _____
Riley Taylor, Town Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

(seal)

Notary Public
My commission expires:

(signatures continue on next page)

LESSEE:

By: _____
Nona Yehlia, General Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Memorandum of Restated Lease Agreement was acknowledged before me by Nona Yehlia, as General Manager of Vertical Harvest L3C, this ____ day of _____, 2024.

WITNESS my hand and official seal.

(seal)

Notary Public
My commission expires:

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular – Consent
Submitting Department:	START	Presenter:	Bruce Abel, Transit Director
Agenda Item:	Lease: Bus Storage Facility in Etna, Wyoming	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider an amendment to the Town's current agreement with Etna Trade Park, LLC for storage of START buses in Lincoln County.

Requested Action.

Staff request Council review and consider approving the draft contract amendment attached hereto (Second Amendment).

Recommendations.

Staff recommends approving the Second Amendment as presented in the attachment to this staff report.

Background.

In 2019 the Town and Etna Trade Park, LLC agreed to a contract allowing for the storage of START buses at 123 Sherwood Court at a monthly rate of \$3,230.00. The agreement expired in October 2022 and the parties extended the term of the lease in August of 2022 and altered some lease terms. Among the terms altered was the rent amount. The First Amendment (effective November 1, 2022) to the Lease established the monthly rent to be \$4,062.00 for the first two years (until November 1, 2024) of the five-year lease extension. The last three years were to include a rent increase equal to CPI (keyed to the U.S. Bureau of Labor Statistics calculator for Denver-Aurora-Lakewood). The language in the First Amendment indicated that after the first two (2) years of the amended lease that the “... ***rent amount shall increase each year***”. The application of the applicable CPI adjustment effective November 1, 2024, would increase the monthly rate paid by START for lease of the Etna bus storage facility from \$4062 per month to \$4322 per month.

Representatives of Etna Trade Park LLC have offered to defer the implementation of the November 1, 2024 rent increase for six months as a symbol of the positive working relationship between Etna Trade Park LLC and START. The purpose of this Second Amendment is to change the words “***shall increase***” to “***may increase***” in the document language to allow the Landlord (Etna Trade Park, LLC) the latitude to increase or not increase the rent amount effective November 1 of each year thus enabling the deferral of the November 1, 2024, rent increase until May 1, 2025. All other terms of the First Amendment will remain in effect.

Possible Alternatives.

Council may elect:

1. To direct staff to negotiate different terms/conditions for the Second Amendment;
2. Not to enter the Second Amendment thus mandating the increase in the rent amount effective November 1, 2024
3. Any combination of the above.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The fiscal impact of this item is to save \$1,560 for the period November 1, 2024- April 2025. A new monthly lease rate will be calculated and will include an inflation adjustment to that number that is tied to the CPI (and not determinable with exactitude at this time).

Staff Impact.

The staff impact of this item was felt in the Legal Department, which drafted the attached document, and in the START Department, whose director discussed the terms/conditions with the landlord (and communicated them to the Legal Department and Administration).

Attachments or Links.

- Second Amendment to the Commercial Rental Agreement.

Suggested Motion.

I move to approve the Second Amendment to the Commercial Rental Agreement as presented in this staff report and authorize the mayor to execute the necessary document(s), subject to final, minor changes by staff.

SECOND AMENDMENT TO THE COMMERCIAL RENTAL AGREEMENT FOR WYOMING

This Second Amendment to the Commercial Rental Agreement for Wyoming (hereinafter the "**Second Amendment**") is made and entered into to be effective on November 1, 2024, by and between **Etna Trade Park, LLC**, P.O. Box 5311, Etna, Wyoming 83118, (hereinafter "**Landlord**") and the Town of Jackson, a municipal corporation of the State of Wyoming, P.O. Box 1687, Jackson, Wyoming, (hereinafter "**Tenant**"). Landlord and Tenant are each a "**Party**" to this Second Amendment and are collectively the "**Parties**."

WHEREAS, Landlord manages certain real property situated at 123 Sherwood Court, Etna, Wyoming 83118 (hereinafter referred to as the "**Premises**");

WHEREAS, the Parties entered into the Commercial Rental Agreement for Wyoming (hereinafter "**Agreement**") for Tenant to lease the Premises with a term beginning on October 28, 2019 and effective until October 31, 2022;

WHEREAS, the Parties entered a First Amendment to the Commercial Rental Agreement on August 15, 2022;

WHEREAS, the Parties have agreed to amend the Agreement pursuant to the terms and conditions of this Second Amendment.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 2, RENT, is hereby replaced in whole with the following:

RENT. Tenant agrees to pay Landlord monthly rent in the amount of Four Thousand and Sixty-Two dollars (\$4,062.00), for the first two (2) years of the lease term. For the months of November 2024 through April 2025, monthly rent in the amount of Four Thousand and Sixty-two dollars (\$4,062.00) will not increase. For the months of May 2025 through October 31, 2025, the rent amount may increase each year pursuant to the Consumer Price Index (CPI) as calculated for the Denver-Aurora-Lakewood, Colorado zone by the U.S. Bureau of Labor Statistics. For any subsequent one (1) year term extension, the rent amount may increase each year pursuant to the Consumer Price Index (CPI) as calculated for the Denver-Aurora-Lakewood, Colorado zone by the U.S. Bureau of Labor Statistics. Rent is due on or before the FIRST day of each month. All rental payments will be made as set forth below on or before the due date and without notice, demand, setoff, or abatement. Please be advised that any payments lost in the mail or otherwise late by no fault of Landlord will be treated as if unpaid until received. Landlord will receive any payments due as follows: via Automated Clearinghouse Transfer ("ACH")

2. All other terms and conditions of the Commercial Rental Agreement for Wyoming for Tenant, effective October 28, 2019, which are not in conflict with the terms and conditions of this Second Amendment, shall remain in full force and effect.

Each Party acknowledges that it has read and understood all the terms of this Second Amendment and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. The Parties further acknowledge that they were under no duress in signing this Second Amendment and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD: ETNA TRADE PARK, LLC

_____ Date: _____

BY: Gary Edington, Managing Member

TENANT: TOWN OF JACKSON

_____ Date: _____

BY: Hailey Morton Levinson, Mayor

_____ Date: _____

ATTEST: Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular - Consent
Submitting Department:	START	Presenter:	Bruce Abel, Transit Director
Agenda Item:	Approval of Memorandum of Understanding with Jackson Hole Travel and Tourism Board for Airport Shuttle service funding	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is to request Town Council approval to enter into a Memorandum of Understanding (MOU) with the Jackson Hole Travel and Tourism Board (TTB) for TTB Airport Shuttle funding for START for FY25 and FY 26.

Requested Action.

Authorize the Mayor to execute a MOU with the TTB for TTB funding of START Airport Shuttle service in FY25 and FY26.

Recommendations.

START staff recommends that the Town approves the MOU with TTB for TTB funding for the START Airport Shuttle service for winter 2024-25 and winter 2025-26.

Background.

On December 16, 2023, START and Jackson Hole Airport implemented a pilot program to provide an Airport Shuttle service between Town and the Jackson Hole Airport. Service was provided seven days per week from four (4) in town locations to the airport from 5:00 a.m. to 9:00 p.m. daily. Return trips left the airport hourly from 5:40 a.m. to 9:40 p.m. The last trip from the airport to Town waited at the airport until 10:00 p.m. to wait for possible late arrivals on the last flights of the day. One way fare for the airport shuttle pilot service was \$10.00 for adults, \$5.00 for individuals with disabilities, seniors and persons under 12 years of age. Children 8 years old and younger ride free when accompanied by an adult. The cost of the shuttle pilot program service was funded by the Jackson Hole Airport using Airport funds. The use of Airport funds for the provision of this airport shuttle pilot service received special FAA approval as this is not a generally allowable use of Airport funds. The airport shuttle pilot program concluded on Sunday, April 14, 2024.

START's FY25 budget request included the provision of the Airport Shuttle service for winter 2024-25. The requested service was envisioned to be similar to that which was provided during the Airport Shuttle service pilot program in winter 2023-24. Upon discussion with the elected officials, the Airport Shuttle service was not included in the approved START FY25 budget. The elected officials instead directed staff to seek funding partners to provide financing for the Airport Shuttle and return to the JIM for a budget amendment if successful.

START staff returned to the JIM on August 5, 2024 to advise the elected officials the a tentative funding partnership agreement between the TTB, the Jackson Hole Airport and START had been agreed to in order to fund the provision of the Airport Shuttle Service during winter of 2024-25. Staff requested, and was granted, an amendment to START's FY25 Operating Plan and an amendment to START's approved FY25 budget in order to provide Airport Shuttle service during the winter of 2024-25. The Airport Shuttle is to be similar to that provided in winter 2024-25 with minor adjustments.

The purpose of this requested action is to enter into an MOU between the Town of Jackson/START and TTB for TTB's financial support for START's provision of Airport Shuttle service during the winter of 2024-25 and also to fund the provision of Airport Shuttle service during the winter of 2025-26 if the Airport Shuttle service is included in the approved FY26 START Operations Plan and approved START FY 26 budget.

Analysis.

N/A

Possible Alternatives.

Do not approve entering into the MOU as is being recommended by staff. This would result in START's Airport Shuttle service not being provided in the winter of 2024-25.

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.

Jackson Hole Travel and Tourism Board will provide funding in an amount not to exceed \$145,000 over the two-year period (FY 25 and FY26) to help fund START's provision of Airport Shuttle service during the winter of 2024-25 and winter 2025-26. As discussed with the JIM at the August 5, 2024 meeting, other funding will be provided from the Jackson Hole Airport in the form of the purchase of START Universal bus passes, from START WYDOT/FTA 5311 funding and from the Town and County.

Staff Impact.

START Director and the Town Attorney have devoted approximately 2-3 hours collectively to the preparation of the MOU and Staff Report.

Attachments or Links.

- Memorandum of Understanding with the Town of Jackson and TTB for Airport Shuttle Winter 24-25 and Winter 25-26 Funding

Suggested Motion.

I move to approve the Memorandum of Understanding between the Town of Jackson and TTB for Airport Shuttle service for Winter 24-25 and Winter 25-26 Funding, and authorize the Mayor to execute the MOU, subject to minor changes by staff.

MOU WITH TOWN OF JACKSON FOR AIRPORT SHUTTLE WINTER 24-25 AND WINTER 25-26 FUNDING

This Agreement is entered into this _____ day of _____, 2024 (hereinafter referred to as the Effective Date of the Agreement) by and between the Jackson Hole Travel and Tourism Joint Powers Board (hereinafter referred to as "Board") and The Town of Jackson/START, located at P.O. Box 1687, Jackson, WY, 83001 (hereinafter referred to as "Consultant").

Witnesseth

WHEREAS, the Board desires to fund the Airport Shuttle Pilot Program for winter 24-25 and winter 25-26; and

WHEREAS, Consultant has expertise and experience to provide such service; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Statements of Work

Consultant shall provide professional services and deliverables to the Board as follows:

1. Operate an airport shuttle service for winter 24-25 on dates determined by START and the Jackson Hole Airport.
2. Operate an airport shuttle service for winter 25-26 on dates determined by START and the Jackson Hole Airport.

Article 2. Compensation

The Board agrees to pay the Consultant at an amount not to exceed \$145,000. Consultant shall submit vouchers with sufficient supporting documentation to substantiate to the taxpayers how the costs were applied to the grant. This documentation can be in the form of paid invoices, itemized receipts, detailed bus service schedule with operational costs, and/or breakdown of hours for drivers and program management applied to the grant with a brief description of those efforts. To be considered for payment, the vouchers with sufficient itemized documentation must be submitted two weeks prior to the regularly scheduled Board meeting.

Article 3. Term and Termination

The term of the contract shall begin on July 1, 2024 and shall expire on June 30, 2026. Contractor or Board may terminate this Agreement at any time; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 6 shall survive termination or expiration hereof.

Article 4. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the Board within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial

accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to Board employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the Board shall not be responsible for any such withholding or paying of taxes or social security.

Article 5. Trademark and Trade Name

The Contractor may utilize the "Visit Jackson Hole" and "Stay Wild" logos and branding in all activities under this contract. This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 6. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Board; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

Article 7. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Jackson Hole Travel and Tourism
P.O. Box 1727
Jackson, WY 83001

Town of Jackson/START
PO Box 1687
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this ____ day of _____, 2024.

JACKSON HOLE TRAVEL AND TOURISM JOINT POWER BOARD

Mary Bess, Chair

Attest:

Sam Pope, Secretary

TOWN OF JACKSON

Hailey Morton-Levinson, Mayor

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular - Consent
Submitting Department:	START	Presenter:	Bruce Abel, Transit Director
Agenda Item:	Approval of Lease for Parking at START bus facility	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is to request Town Council approval to execute a new Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express ("Lease") to park Salt Lake Express (SLE) buses at the START operations facility. This would occur as part of START's agreement with SLE to provide contracted public bus service on behalf of START during the 2024-2025 winter season.

Requested Action.

Authorize the Mayor to execute a new Lease to park up to four (4) SLE buses at the START operations facility.

Recommendations.

START staff recommends that the Town approves the Lease for the overnight parking of SLE buses that will be used as part the agreement between START and Salt Lake Express to provide contracted public bus service on behalf of START during the 2024-2025 winter season.

Background.

Given the challenges associated with hiring a sufficient number of drivers to provide all anticipated START bus services during the 2024- 2025 winter season, the START Board of Directors authorized staff enter into an agreement with SLE to provide contracted public bus service on behalf of START during the 2024-2025 winter season. This agreement was the result of a Request for Qualifications issued by START on October 3, 2024 and was authorized by the START Board of Directors at the October 24, 2024 Board meeting.

Due to a variety of challenges observed during prior years operation of contracted service, START staff desires to park contractor vehicles on-site at START as part of any contracted fixed route service delivery on behalf of START during the winter of 2024-2025. This has been done during part, or all, of prior winter seasons contracted service delivery. Town Council has authorized the approval of a Lease between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express ("Lease") to park Salt Lake Express buses at the START operations facility as part of prior years' SLE agreements to provide contracted bus service.

Analysis.

N/A

Possible Alternatives.

Do not approve entering into the recommended Lease Agreement as is being recommended by the START staff. This would result in SLE needing to find an alternative location to park the SLE buses used in the provision of START contracted bus service. This would also not provide for the additional START operational oversight that staff desires.

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.

Salt Lake Express will reduce the rate charged to START to provide contracted bus service by \$20.00 per bus per day in lieu of compensation for the use of the START Bus Operations facility to park SLE buses used in the provision of SLE contracted bus service on behalf of START.

Staff Impact.

START Director and the Town Attorney have devoted approximately 2 hours collectively to the preparation of the Lease and Staff Report. START supervisory staff will oversee compliance with the terms of the Lease as part of the daily duties.

Attachments or Links.

- Bus Storage Lease Agreement

Suggested Motion.

I move to approve the new Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, and authorize the Mayor to execute the new Agreement, subject to minor changes by staff.

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

This Bus Storage Lease Agreement (Agreement) is made and entered into, effective as of _____, by and between the Town of Jackson (Landlord), located at 150 East Pearl Avenue Jackson, Wyoming 83001 and Western Trails Charter and Tours, dba Salt Lake Express (Tenant), located at 785 Railroad Avenue Rexburg, Idaho 83440. (Landlord and Tenant are each a "Party" to this Agreement and are collectively the "Parties").

RECITALS:

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

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

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

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

1. **TERM.** This Agreement begins on November 29, 2024 and concluding on April 14, 2025, or until such time as this Agreement is terminated in accordance with the terms herein. Tenant may take possession on the beginning date of the term.
2. **RENT.** Tenant agreed to pay Landlord rent in the amount of \$20.00 per day/ per bus.
3. **STORAGE LOCATION.** The buses shall be stored on the Premises as set forth in Exhibit A. Landlord reserves the right to relocate the storage location on the Property at any time with 24 hours' notice.
4. **USE OF PREMISES; OCCUPANTS.** The Premises may only be used and occupied by Tenant for the purpose of storing its buses. Tenant may not allow any person other than its employees to enter or stay upon the Premises, or to permit activities other than those appurtenant to bus storage upon the Premises without written consent of Landlord.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant accepts the Premises in their existing condition, and agrees that the Premises are, at the time of this Agreement, in good order, repair, and in a safe, clean, and tenantable condition.
6. **ASSIGNMENT, SUBLETTING.** Tenant may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant may not make any alterations to the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord.
8. **TENANT CONDUCT AND RESPONSIBILITIES.** Unless otherwise stated, Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during this Agreement. Tenant's responsibilities include, without limitation, the following, and any departure therefrom requires Landlord's prior written consent:

- a. Obey all rules and regulations provided by Landlord regarding the use and care of the Premises.
 - b. Keep all driveways clear and accessible.
 - c. Not place placards, signs, or other exhibits on the Premises.
 - d. Maintain order on the Premises, and not making, or permitting employees to make loud noises that disturb the surrounds or otherwise create a nuisance.
 - e. Keep the Premises clean and tidy, removing garbage, rubbish, and refuse and not allowing said items to be deposited or accumulate on the Premises.
9. **MAINTENANCE; LANDLORD RESPONSIBILITIES.** Landlord agrees to maintain the Premises in a safe and habitable condition, with such costs being borne by Landlord unless the repairs were necessitated by the negligence or intentional acts of Tenant.
10. **DAMAGE TO PREMISES; COST TO REPAIR.** Damage to the Premises by Tenant, invitees, agents, or guests thereof, will be grounds for termination of this Agreement. Furthermore, Tenant is required to pay the costs of repair for damage it causes to the Premises over and above reasonable wear and tear.
11. **OBLIGATION TO NOTIFY.** Tenant will immediately notify Landlord of any accidents, dangerous conditions, or hazards on the Premises that have caused, are causing, or may cause injury or damage to the Premises or persons or property located therein.
12. **INSURANCE.** It is acknowledged that Landlord does not maintain insurance for Tenant's property damage or loss caused by any reason whatsoever. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees, unless resulting from Landlord's intentional or negligent acts.
13. **ENTRY OF PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement to enter the Premises for the purposes of making any inspections, repairs, or improvements as may be deemed appropriate by Landlord or required by law; to supply agreed services; to address an emergency; or as otherwise reasonably needed by Landlord. Tenant agrees to make the Premises available to Landlord or Landlord's agents for purposes permitted under this Agreement. No advance notice is required for Landlord's entry upon the Premises.
14. **TERMINATION.** Either Landlord or Tenant may terminate this Agreement upon 30 days' written notice.
15. **SURRENDER OF PREMISES.** Upon the termination or expiration of the Agreement, Tenant must surrender the Premises in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to reasonable wear and tear.
16. **QUIET ENJOYMENT.** If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises.
17. **INDEMNIFICATION.** Landlord will not be liable, and Tenant hereby waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant agrees to protect, indemnify and hold Landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring

in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises; and (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

18. **REIMBURSEMENT.** If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Agreement.

If Landlord fails or refuses to comply with any of the terms and conditions of this Agreement, Tenant may carry out and perform such conditions at the cost and expense of Landlord, which amounts will be payable on demand to Tenant. This remedy will be in addition to such other remedies as Tenant may have by reason of the breach by Landlord of any of the terms and conditions of this Agreement.

19. **NOTICE.** Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to parties as set forth above.

20. **GENERAL TERMS**

- a. Binding Effect of Agreement, Modification and Waiver. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed by the parties hereto, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.
- b. Severability. This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- c. Integration. The parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.
- d. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to

effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

- e. Conflict of Laws, Jurisdiction, Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- f. Governmental Immunity. The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- g. Counterparts; Digital Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument. 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 Contract as well as any facsimile or other reproduction hereof

TENANT:

WESTERN TRAILS CHARTER AND TOURS, DBA SALT LAKE EXPRESS

Sign: _____

LANDLORD:

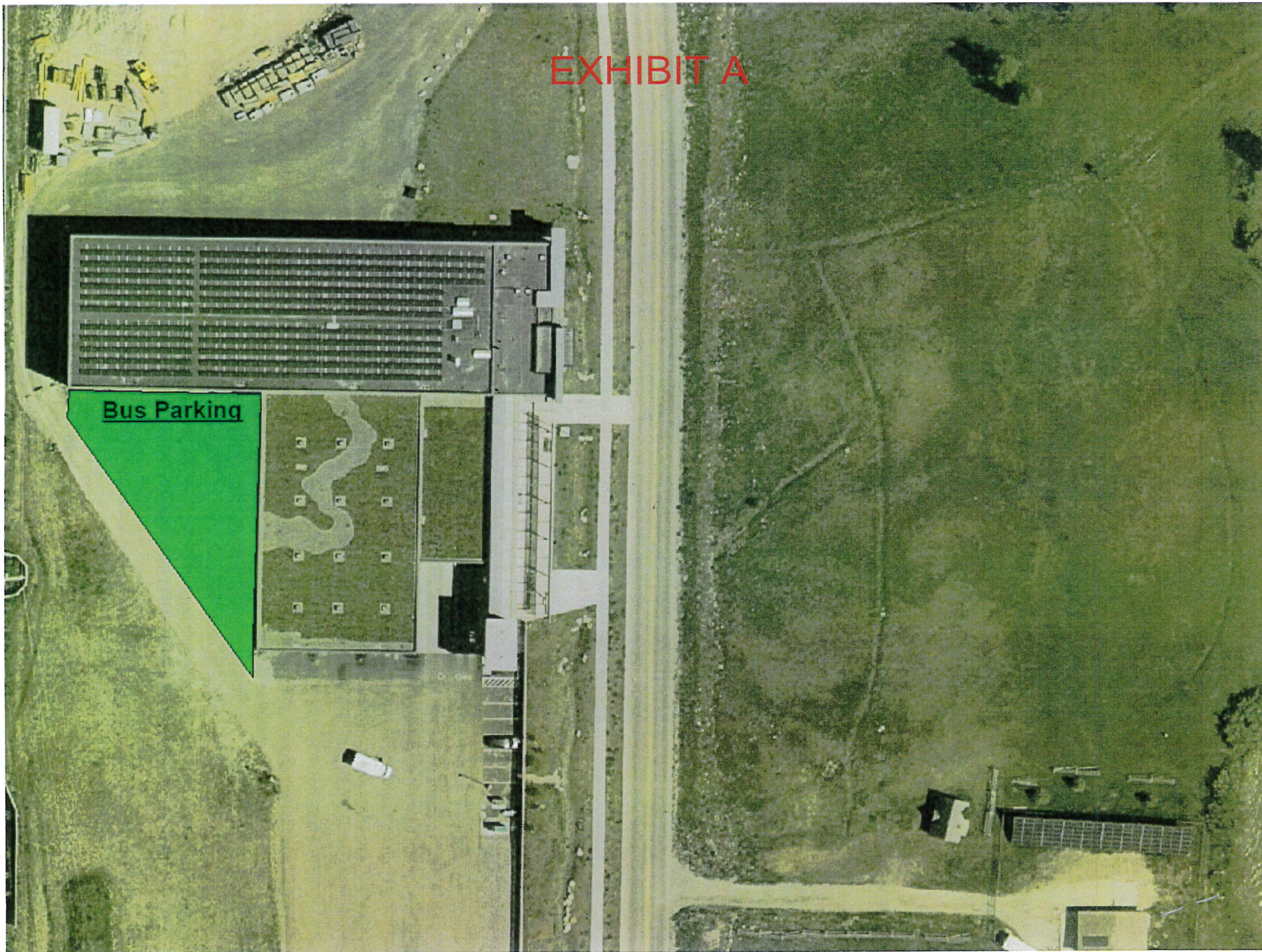
TOWN OF JACKSON

BY: Hailey Morton Levinson, Mayor

ATTEST _____

Riley Taylor, Town Clerk

EXHIBIT A



STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Meeting - Consent
Submitting Department:	Building Department/Legal	Presenter:	Kelly Sluder/Lea Colasuonno
Agenda Item:	Board of Examiners Bylaws	Public Comment:	Yes

Purpose & Policy Considerations.

All changes to the bylaws of the Board of Examiners (BOE) must be approved by the Council.

Requested Action.

Staff requests that Council review and approve the proposed updates to the bylaws for the BOE.

Recommendations.

Staff recommend that the Council approve the attached bylaws.

Analysis.

The BOE, among other duties, serves as the Board of Appeals as required by the building codes to hear and decide appeals of orders, decisions, or determinations made by the Town Building Official relative to the application and interpretation of the building codes adopted by the Town of Jackson. To properly function, the BOE establishes rules, regulations, and procedures for conducting business, which rules, regulations, and procedures must be approved by the Town Council prior to being effective.

The BOE bylaws have been unchanged since their establishment in the early 2000s, despite updates to building codes and Building Department practices. It is important that the bylaws align with the changing language of the Town's building codes, as well as the applicable ordinances and practices of the Building Department. The proposed updates (attached in redline and clean versions) achieve this alignment, providing straightforward governance for the BOE and its meetings.

This proposed update is part of that larger process in which the Town Attorney has been assisting the Building Department to update the Building Department's municipal regulations/ordinances on a variety of topics. After the updates to Title 15.36, Contractor Licensing, were approved by the Council in September, these Bylaw updates are a logical next step in that clean-up process.

Possible Alternatives.

Council could:

- 1) Reject the updates, thus leaving the current bylaws in place.
- 2) Modify the proposed changes, thus directing staff to present those revisions to the BOE to consider prior to resubmission to the Council consideration.

Comprehensive Plan & Priority Alignment.

There are no required findings to approve the requested changes to the BOE bylaws and the Comprehensive Plan does not speak directly to the role of the BOE. However, there are a few Comprehensive Plan policies, such as Policy 3.3.C: *Predictability in land use decisions*, and Policy 6.3.d: *Facilitate viable local businesses*, that will be promoted by the proposed changes to the BOE bylaws that will help this important volunteer board better serve the community.

Fiscal Impact.

None.

Staff Impact.

The Legal Department spent 15 hours revising the bylaws and presenting these updates to the Board of Examiners and the Building Department spent, approximately, 10 hours.

Attachments or Links.

- Bylaws Town of Jackson Board of Examiners Clean
- Bylaws Town of Jackson Board of Examiners Redline

Suggested Motion.

I move to **approve** the proposed update to the Bylaws Town of Jackson Board of Examiners as presented in this staff report dated November 18, 2024.

BYLAWS

Town of Jackson Board of Examiners~~OARD OF EXAMINERS/BOARD OF APPEALS~~ RULES AND REGULATIONS/BYLAWS

A. ~~Establishment and Purpose.~~ The Board of Examiners shall establish rules, regulations, and procedures for conducting business, which rules, regulations, and procedures shall be approved by the Town Council prior to being effective. The Board of Examiners shall also serve as the Board of Appeals as required by the building codes to hear and decide appeals of orders, decisions, or determinations made by the Town Building Official relative to the application and interpretation of the codes adopted by the Town of Jackson. ~~There is hereby established a Board of Examiners/Board of Appeals, hereinafter known as the Board, for the Town of Jackson, consisting of members who are qualified by experience and training to pass on matters pertaining to the building construction industry and who are not employees of this jurisdiction.~~

~~1. Powers and Duties.~~

- ~~a. **Prepare Licensing Procedures.** The Board of Examiners shall prepare or cause to be prepared the licensing procedures, requirements, fees, qualifications and testing requirements for the contracting trades to be licensed as contractors in the Town of Jackson.~~
- ~~b. **To Hear and Decide Appeals.** The Board of Examiners shall also serve as the Board of Appeals as required by the building code, in order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the building codes.~~
- ~~c. **Recommend Amendments.** To initiate, review, hear, consider and make recommendations to the Town Council to approve or disapprove amendments to building construction matters in and for the Town of Jackson.~~
- ~~d. **Make Expertise Available.** To make its' special knowledge and expertise available upon written request and authorization of the Town Council to any official, department, board, commission or agency of the Town, State or Federal governments.~~

~~2. Membership.~~ ~~The Board shall consist of qualified persons appointed by the Town Council.~~

- ~~a. **Qualifications.** Members of the Board shall be residents of The Town of Jackson or Teton County. No member of the Town Council or Town employees shall serve as a member of the Board. Although no specific requirements shall be necessary as a prerequisite to appointment, special consideration shall be given to applicants who have experience or education in the construction trades and related fields.~~
- ~~b. **Appointment.** The Board shall be composed of a minimum of five (5) and a maximum of nine (9) members, all to be appointed by the Mayor with the consent of the Town Council.~~
- ~~c. **Terms of Office.** All members serving on the Board shall be appointed for a term of two (2) years, after the initial Board has been appointed. There shall be no limit on the number of terms a person may serve on the Board. When a person is appointed to finish out the term of a departing member, that person's term shall end at the time the departing member's term would have ended.~~
- ~~d. **Removal from Office.** The Town Council may terminate the appointment of each person as a member of the Board after a public hearing.~~

~~e. **General.** In the event that any member is no longer a qualified appointee of the Town, or is convicted of a felony, or an offense involving moral turpitude while in office, the Town Council may terminate the appointment of such person as a member of the Board after a public hearing, and the Mayor shall appoint a new member with the consent of the Town Council.~~

~~f. **Attendance.** If any member of the Board fails to attend four (4) regular meetings without cause over a six (6) month period, the Chairperson of the Board shall notify the Town Council who may, after a public hearing, declare the seat vacant. If the seat is declared vacant, the Mayor shall appoint a new member with the consent of the Town Council.~~

B. **Qualification for membership.** Members of the Board of Examiners shall consist of a minimum of five and a maximum of nine professionals in the construction industry, including by way of example and not exclusion, tradespeople, architects, and engineers. All members are appointed by the Town Council of the Town of Jackson Wyoming and serve two-year terms.

C. **Vacancies for unexpired terms on the Board.** Vacancies for unexpired terms shall be filled by appointment by the Town Council of the Town of Jackson, Wyoming. A vacancy shall exist if during the term for which appointed any board member no longer qualifies pursuant to Title 1 of the Jackson Municipal Code, applicable state law, or otherwise resigns.

D. **List of offices.** There shall be a chairperson, vice-chairperson, and secretary.

~~C.E.~~ **Powers and duties of Officers; Quorum; Rules of Procedure.**

1. **Chairperson, and Vice Person.** At an annual organizational meeting, the members of the Board of Examiners/Appeals, herein known as the Board, shall elect a Chairperson and Vice Chairperson from among its' members. The Chairperson and Vice Chairperson's term shall be for one (1) year. No member shall serve as Chairperson for more than two (2) consecutive terms. The Chairperson shall administer oaths and compel the attendance of witnesses and shall be in charge of all proceedings before the Board and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the Board. In the absence of the Chairperson, the Vice-Chairperson shall act as Chairperson.

2. **Vice-chairperson.** The vice-chairperson shall serve as the presiding officer of meetings of the Board in the absence of the chairperson. They may perform all duties as may be prescribed from time to time in the absence of the chairperson.

~~2.3.~~ **Secretary.** The Building Official or designee shall serve as secretary and shall be an ex-officio member of the Board. The Secretary shall sign and officially attest to the validity of actions taken by the Board. keep minutes of all proceedings, which minutes shall be a summary of all proceedings before the Board, which shall include the vote of all members upon every question, and be attested to by the Secretary. The minutes shall be approved by a majority of the voting members on the Board. In addition, the Secretary shall maintain all records of the Board meetings, hearings, proceedings and the correspondence of the Board.

~~3.~~ **Staff.** The Planning Department shall be available to provide professional assistance to the Board, at the Direction of the Town Administrator.

~~4. **Quorum and Voting.** The presence of two thirds (2/3) or more members of the Board shall constitute a quorum necessary to take action and transact business. All actions shall require a simple majority of affirmative votes of the quorum present.~~

F. Election of Officers. Officers shall be elected at the annual meeting of the Board, or as soon as possible thereafter. Vacancies shall be filled at the next meeting of the Board after the vacancy occurs. The election of officers and filling of vacancies shall be by a majority of all Board members and not by a majority of those present. Nominations shall be made from the floor and votes shall be by written ballot, to be collected, tallied, and the results announced by the Building Official or their designee. Voting shall take place until one nominee obtains a majority of support. The newly elected officers shall take office immediately following the close of the meeting at which they are elected and the term of office shall be one year. Officers may be removed from office at any meeting of the Board by a majority of all board members and not by a majority of those present. Resignations of officers go to the Jackson Town Clerk for dissemination to the full Board.

D.G. Meetings.

1. Annual Meeting. The annual meeting of the Board will be the regular meeting of the year each year.

~~**1.2. General Regular Meeting.** ~~The regular meetings~~ of the Board shall be held ~~at least once a year~~ monthly on the second Tuesday of January at 4:30pm ~~each month~~ to deal with matters properly before the Board and elect officers for the year. ~~More meetings shall be called as needed.~~~~

~~**2.3. Special Meetings.** A special meeting may be called by the Chairperson- by giving verbal, electronic, or written notice of the meeting to each member of the Board and to each newspaper of general circulation, radio, or television station requesting the notice ~~by giving notice to each member and to the official advertising newspaper of the Town of Jackson.~~ The notice shall specify the time, place and business to be transacted, and no other business shall be conducted other than that noticed.~~

4. Location. ~~The location of a~~ Board meetings shall be held in the Town Hall, 150 East Pearl Avenue, or such other place within the Town of Jackson accessible to the public, as designated by the Chairperson pursuant to the notice requirements for a special meeting, and/or via electronic conference.

~~**3.5. Meetings Open to the Public.** All meetings ~~and public hearings~~ of the Board shall be open to the public in a place accessible to the public.~~

~~**4.6. Notice.** Public hearings ~~Meetings~~ shall be set for a time convenient to the Board ~~Members~~, and after due public notice.~~

H. Quorum.

1. A quorum shall consist of not less than 50% plus 1 member of the Board. If a quorum is not present, the meeting cannot be held. The agenda will carry over until the next regular meeting or, if necessary, a special meeting of the Board may be called.

2. Board members may virtually participate, vote, and be counted for purposes of the quorum for no more than 2 meetings in a one-year period, whether regular or special meetings, without the approval of the Chair. The ability for a Board member to virtually participate, vote, and be counted in the quorum of the Board beyond the 2 occurrences in the one-year period shall be allowed only with the approval of the Chair for each individual meeting where such a request is made.

I. **Conflict of interest.** All members shall comply with Wyo. Stat. § 9–13–101 to § 9–13–109, as amended.

J. **Amendment to Bylaws.** These Bylaws may be amended at any meeting of the Board. Amendments to these Bylaws shall be by a majority of all Board members and not by a majority of those present.

Approved and adopted by the Board of Examiners of the Town of Jackson Wyoming and effective upon approval by the Town Council.

_____, Chairperson

Attest:

_____, Secretary

~~D. **Compensation.** The members of the Board shall serve without compensation, but may be reimbursed for such travel, mileage and/or per diem expenses as may be authorized by the Town Council.~~

BYLAWS
Town of Jackson Board of Examiners

- A. Purpose.** The Board of Examiners shall establish rules, regulations, and procedures for conducting business, which rules, regulations, and procedures shall be approved by the Town Council prior to being effective. The Board of Examiners shall also serve as the Board of Appeals as required by the building codes to hear and decide appeals of orders, decisions, or determinations made by the Town Building Official relative to the application and interpretation of the codes adopted by the Town of Jackson.
- B. Qualification for membership.** Members of the Board of Examiners shall consist of a minimum of five and a maximum of nine professionals in the construction industry, including by way of example and not exclusion, tradespeople, architects, and engineers. All members are appointed by the Town Council of the Town of Jackson Wyoming and serve two-year terms.
- C. Vacancies for unexpired terms on the Board.** Vacancies for unexpired terms shall be filled by appointment by the Town Council of the Town of Jackson, Wyoming. A vacancy shall exist if during the term for which appointed any board member no longer qualifies pursuant to Title 1 of the Jackson Municipal Code, applicable state law, or otherwise resigns.
- D. List of offices.** There shall be a chairperson, vice-chairperson, and secretary.
- E. Powers and duties of officers.**
- 1. Chairperson.** The Chairperson shall administer oaths and compel the attendance of witnesses and shall be in charge of all proceedings before the Board and shall take such action as necessary to preserve order and the integrity of all proceedings before the Board.
 - 2. Vice-chairperson.** The vice-chairperson shall serve as the presiding officer of meetings of the Board in the absence of the chairperson. They may perform all duties as may be prescribed from time to time in the absence of the chairperson.
 - 3. Secretary.** The Secretary shall sign and officially attest to the validity of actions taken by the Board.
- F. Election of Officers.** Officers shall be elected at the annual meeting of the Board, or as soon as possible thereafter. Vacancies shall be filled at the next meeting of the Board after the vacancy occurs. The election of officers and filling of vacancies shall be by a majority of all Board members and not by a majority of those present. Nominations shall be made from the floor and votes shall be by written ballot, to be collected, tallied, and the results announced by the Building Official or their designee. Voting shall take place until one nominee obtains a majority of support. The newly elected officers shall take office immediately following the close of the meeting at which they are elected, and the term of office shall be one year. Officers may be removed from office at any meeting of the Board by a majority of all board members and not by a majority of those present. Resignations of officers go to the Jackson Town Clerk for dissemination to the full Board.
- G. Meetings.**
- 1. Annual Meeting.** The annual meeting of the Board will be the regular meeting of the year each year.
 - 2. Regular Meeting.** The regular meeting of the Board shall be held once a year on the second Tuesday of January at 4:30pm to deal with matters properly before the Board and elect officers for the year.

3. **Special Meetings.** A special meeting may be called by the Chairperson by giving verbal, electronic, or written notice of the meeting to each member of the Board and to each newspaper of general circulation, radio, or television station requesting the notice. The notice shall specify the time, place and business to be transacted, and no other business shall be conducted other than that noticed.
4. **Location.** Board meetings shall be held in the Town Hall, 150 East Pearl Avenue, or such other place within the Town of Jackson accessible to the public, as designated by the Chairperson pursuant to the notice requirements for a special meeting, and/or via electronic conference.
5. **Meetings Open to the Public.** All meetings of the Board shall be open to the public in a place accessible to the public.
6. **Notice.** Meetings shall be set for a time convenient to the Board, and after due public notice.

H. Quorum.

1. A quorum shall consist of not less than 50% plus 1 member of the Board. If a quorum is not present, the meeting cannot be held. The agenda will carry over until the next regular meeting or, if necessary, a special meeting of the Board may be called.
2. Board members may virtually participate, vote, and be counted for purposes of the quorum for no more than 2 meetings in a one-year period, whether regular or special meetings, without the approval of the Chair. The ability for a Board member to virtually participate, vote, and be counted in the quorum of the Board beyond the 2 occurrences in the one-year period shall be allowed only with the approval of the Chair for each individual meeting where such a request is made.

I. Conflict of interest. All members shall comply with Wyo. Stat. § 9–13–101 to § 9–13–109, as amended.

J. Amendment to Bylaws. Amendments to these Bylaws may be considered at any meeting of the Board. Amendments to these Bylaws shall be by a majority of all Board members and not by a majority of those present, and effective upon approval of the Jackson Town Council.

Approved and adopted by the Board of Examiners of the Town of Jackson Wyoming on _____.

_____	ATTESTATION: _____
_____, Chairperson	_____, Secretary

Approved and adopted by the Jackson Town Council on _____.

_____	ATTESTATION: _____
_____, Mayor	_____, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Town Council – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Housing Restriction for 80 E Karns (St. Johns Medical Center Housing)	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council (“Council”) will consider a Workforce Deed Restriction (“Restriction”) for three residential units in St. John’s Medical Center’s housing development at 80 E Karns Avenue, as required by use of the Workforce Housing Floor Area Bonus.

Requested Action.

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

Recommendations.

Staff recommend approval of the Restriction.

Background.

St. John’s Health built fifteen new apartments in a 3-story building in the NH-1 zone at the corner of E Karns Avenue and S King Street. All units are intended for occupancy by hospital staff, but use of the Workforce Housing Floor Area Bonus requires that three of the units be deed restricted for residents meeting the terms of Workforce occupancy. This 15,000sf site is permitted up to 6,000sf of floor area by base zoning and achieved 5,000sf of bonus unrestricted floor area in exchange for Workforce deed restriction of 2,500sf. The restricted floor area is comprised of:

- Unit 102, a 494sf studio
- Unit 205, a 1,073sf 2-bedroom
- Unit 208, a 1,055sf 2-bedroom

Analysis.

Approval, signature, and recordation of these Restrictions ensures compliance of this development with the standards of Workforce housing incentives for bonus floor area tools. Use of the previously approved, standardized deed restriction templates ensures that all three units function as Workforce housing in perpetuity under compliance authority of the Housing Department. No changes to the template restriction for Workforce Rentals are included in this restriction.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and specifically Policy 5.3.a: Mitigate the impacts of growth on housing. This item also implements Housing Action Plan policy 5B: Incentivize the supply of restricted housing.

Fiscal Impact.

Based on the 2023 Housing Nexus Study, a new, 2-bedroom, 1,000 SF rental unit was estimated to cost \$793,000 to construct and \$254,520 to subsidize. By utilizing the Workforce Housing Bonus Tool, the developer saved the community well over half a million dollars building these new rental homes.

Table 5 Affordability Gap/Subsidy Analysis

Item	3-Story Multifamily Building with Tuck-Under Parking			
	Very Low Income ≤ 50% MFI	Low Income > 50% MFI ≤ 80% MFI	Moderate Income > 80% MFI ≤ 120% MFI	Workforce > 120% MFI ≤ 163% MFI
Total Cost/Unit (rounded)	\$793,000	\$793,000	\$793,000	\$793,000
Maximum Supported Value				
Maximum Affordable Rental Rates ¹	\$8,856	\$14,760	\$23,616	\$35,424
(less) Operating Expenses per Unit/Year ²	(\$8,500)	(\$8,500)	(\$8,500)	(\$8,500)
Net Operating Income	\$356	\$6,260	\$15,116	\$26,924
Capitalization Rate ³	5.0%	5.0%	5.0%	5.0%
Total Supportable Unit Value ⁴	\$7,120	\$125,200	\$302,320	\$538,480
Affordability Gap	\$785,880	\$667,800	\$490,680	\$254,520

[1] Town/County 2022 maximum affordable rental rates The maximum monthly rental rates for Affordable Rental Units are calculated by taking 30% of the low end of the income range and dividing by 12. The low end of the 0 - 50% income range is 30% of the median income.

[2] Operating expenses based on conversations with local rental property managers. Expenses are inclusive of utility costs.

[3] The capitalization rate is used to determine the current value of a property based on estimated future operating income, and is typically a measure of estimated operating risk.

[4] The total supportable unit value is determined by dividing the net operating income by the capitalization rate.

Sources: Town of Jackson/Teton County; Input from local residential developers; and Economic & Planning Systems, Inc.

Staff Impact.

Housing Staff typically spend approximately 4 hours preparing a Restriction, coordinating with the development team, preparing a staff report, attending Council meeting, and recording the Restriction for each set of newly restricted units.

Attachments or Links.

1. Restriction for Workforce Rental Housing located at 80 E Karns for use of Workforce Housing Floor Area Bonus

Suggested Motion.

I move to approve the 80 E Karns Avenue Workforce Restriction and authorize the Mayor to sign the Restriction.

**Deed Restriction for Property
St. John's Medical Center Employee Housing
Located at 80 E Karns Avenue**

This Deed Restriction ("Restriction") is made and entered into this 25th day of September, 2024, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

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

Lots 1 and 2 of Block 6 of the Meadowland Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 16, 1939 as Plat No. 127

PIDN: 22-41-16-34-2-38-001 ("Land")

WHEREAS, Declarant participated in the Workforce Housing Floor Area Bonus tool (or a like successor) pursuant to which in exchange for restricting the Land and the Residential Unit defined herein with a Workforce Program Restriction in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), Declarant received Additional development potential (Floor Area), all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Permit No. B22-0922, in which Declarant received approximately 5,000sf additional Floor Area, Declarant is restricting:

- Unit 102, a studio
 - Unit 205, with two bedrooms
 - Unit 208, with two bedrooms
- (together or individually "Residential Unit").

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

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. B22-0922, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. B22-0922, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

RENTAL BY QUALIFIED HOUSEHOLD

1.1 Qualified Household. The rental of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.1 Employment. At time of rental and in perpetuity during any and all rental periods, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective renter is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

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

ARTICLE II

OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.

- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 180 days.

2.11 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.

2.12 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit,

seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.
- 4.3 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

- 5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.
- 5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.
- 5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.
- 5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.

- 5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.
- 5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:
- 5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.
- 5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").
- 5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.
- 5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.
- 5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.
- 5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:
FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to JTCHA;
SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to Declarant.
If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.
- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and

make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified

mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687
Jackson, WY 83001.

Declarant:
To the Address on file with the Teton County Clerk's Office

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit,

or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the 25th day of September, 2024 (the "Effective Date").

OWNER: TETON COUNTY HOSPITAL DISTRICT DBA ST. JOHN'S MEDICAL CENTER

By:

Its: CFO/COO

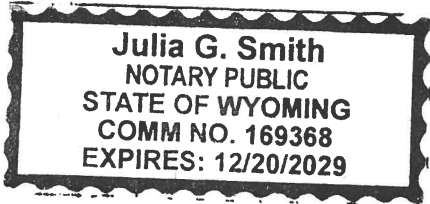
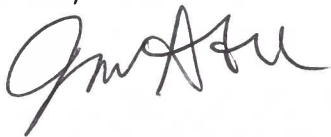
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 25 day of September 2024, the foregoing Restriction was acknowledged before me by John Kren as CFO/COO of TETON COUNTY HOSPITAL DISTRICT DBA ST. JOHN'S MEDICAL CENTER.

Witness my hand and official seal.

(Seal)

Notary Public



TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Request Amendments to the Municipal Code Title 8 Health and Safety and associated amendments to waste hauler franchise agreements as they pertain to Pay As You Throw pricing for residential trash service	Public Comment:	Yes

Purpose & Policy Considerations.

Consider proposed amendments to Municipal Code Title 8 Health and Safety and associated amendments to waste hauler franchise agreements as they pertain to Pay as You Throw (PAYT) pricing for residential trash service. The Town Council makes the final decision on all Municipal Code amendments.

Requested Action.

The Administration Department proposes amending the Jackson Municipal Code relating to waste haulers to add requirements for PAYT Pricing for Residential Trash Service, and to amend franchise agreements as needed for alignment. Staff recommends amending the following:

Title 8 Health and Safety

- Amending § 8.02.020 Definitions
- Amending § 8.12.070 Regulations for Solid Waste Collection

Franchise Agreements

- Amending Section 10. Bear-Resistant Trash Cans
- Amending Section 11. Pay-As-You-Throw Program

Recommendations.

Staff recommends **approval** of the Municipal Code amendments and necessary amendments to franchise agreements, as presented in this staff report.

Background.

PAYT pricing for residential waste disposal was discussed at the 2024 Town Council retreat and established as a priority. At the September 16, 2024, Town Council Workshop, Council directed staff to move forward with drafting a PAYT ordinance for consideration.

PAYT refers to systems where residents pay for the waste they dispose of by weight, volume, or frequency rather than as a flat fee. PAYT has been successfully deployed in communities across the United States to reduce waste, lower the costs of waste transfer, and combat pollution and climate change. By moving away from a flat fee for waste disposal to one where customers have the choice to save money by using a smaller waste container and/or receive less frequent pickup, customers have a greater incentive to participate in recycling and composting programs. PAYT programs in other communities have reduced residential solid waste by 14-27% while increasing recycling rates by 32-59%. PAYT programs also encourage better purchasing habits and greater reuse of materials. As such, PAYT is one of the most effective policies for reducing waste.

PAYT is a strategy within both the Town of Jackson Sustainability Plan and the Teton County ISWR Road to Zero Waste. Each ton of waste transported from the Teton County Transfer Station to the landfill contributes an

estimated 0.52 tons of carbon dioxide equivalent (CO₂e) emissions to the atmosphere. In Fiscal Year 2024, 36,149.1 tons of waste were shipped from the Teton County Transfer Station to a landfill, contributing an estimated 18,798 tons of CO₂e to the atmosphere. This is roughly equivalent to the annual emissions from 4,096 passenger vehicles. Reducing the amount of waste that is landfilled is an effective means of reducing greenhouse gas emissions and moving our community towards our goal of net zero emissions by 2030.

Since April 1, 2023, the Town of Jackson has required bear-resistant trash containers within the designated Bear Conflict Zone, affecting approximately 800-1000 households. Town Council has expressed interest in expanding the Bear Conflict Zone in the future. However, waste collection service costs more for bear-resistant containers. Providing customers with cost-saving options prior to any future expansions of the bear-conflict zone will help ease concerns over cost for price-sensitive residents. Also, weekly removal of waste reduces the amount of time that odorous trash is left outside, reducing the risk of bear conflicts for households that do not have access to a garage or shed. Providing options for smaller trash containers will encourage more households to maintain frequent pickup rather than reducing the frequency of pickup to save money. At least one manufacturer, Kodiak, provides Interagency Grizzly Bear Committee (IGBC) certified self-locking bear-resistant trash receptacles in both 65-gallon and 95-gallon sizes.

At the September 16, 2024, Town Council Workshop, Council directed staff to draft a PAYT ordinance including the following elements:

- The ordinance should require haulers to provide pricing options for at least two different sizes of bear-resistant trash receptacles and at least three options for the frequency of pickup.
- Multiple bin sizes should only be required for bear-resistant receptacles to reduce the proliferation of non-bear-resistant receptacles.
- Haulers should be required to provide service options for different receptacles and pickup frequency. They should not be required to provide trash receptacles. This allows for different business models.
- There should be a mechanism for haulers charge households that overfill cans and upgrade them to a higher level of service after a set number of overfilling incidents. This protects haulers from customers who may try to get a lower service level than they need.
- There should be a minimum price difference between bin sizes. This will ensure that the cost savings are appropriate and significant enough to incentivize behavior change.

Analysis.

The Town's Legal Department worked with the Ecosystem Stewardship Administrator to draft an ordinance incorporating the elements discussed by Council at the September 16, 2024, Town Council Workshop.

What is being regulated: Staff recommends regulating waste hauling franchisees through amendments to Municipal Code Title 8 – Health and Safety, Section 8.02.020 - Definitions and Section and Section 8.12.070 - Regulations for Solid Waste Collection. Additionally, franchise agreements with each waste hauler should be amended to align them with the requirements of the PAYT Program.

Summary of Key changes:

Key changes to Title 8 – Health and Safety, include:

- “Pay As You Throw Program” and “Solid Waste” were added to the definitions.

- Waste hauler franchisees are required to offer their residential customers the opportunity to participate in a PAYT Program and provide hauling service for at least two sizes of Bear-Resistant Solid Waste receptacles and at least three alternative collection frequencies. The two sizes of receptacle must differ by a minimum of 25 gallons.
- Franchisees shall set a base rate for the smallest receptacle. For each additional size offered, the rate must be no less than 30% greater.
- Franchisees do not have to provide volume-based service rates for customers who provide their own receptacles if the sizes are inconsistent with the sizes offered by the franchisee.
- Franchisees may provide customers with a receptacle the next size up in capacity or increase collection frequency after a customer overloads a container after being notified in writing no less than three times. This stipulation is intended to reduce “snowconing”, or the overloading of waste receptacles, and protect franchisees from customers who produce more waste than they pay for.
- Franchisees must provide all residential customers with an educational flyer via electronic mail or hard copy regarding the PAYT program by March 1, 2025, and thereafter on an annual basis.

Key changes to Waste Hauler Franchise Agreements include:

- Section 10. Bear-Resistant Trash Cans. States that for customers who reside in bear conflict zones, Grantee shall only provide bear-resistant containers.
- Section 11. Pay-As-You-Throw Program. Acknowledges that the Town has enacted a PAYT Program, and that the Grantee shall provide hauling service to its customers that is in compliance with the PAYT Program.

When the ordinance takes effect.

If approved by Council, the ordinance will take effect July 1, 2025. The timing is designed to give waste hauling franchisees time to determine new service options and pricing, to provide that information to their customers, and to prepare for changes in service.

Additional recommendations.

It is the responsibility of the waste hauling franchisees to inform their customers of their offerings under the PAYT Program. However, staff recommends conducting outreach through the Town’s outlets as well. Information about the PAYT Program should also be included in education about bear-resistant trash cans.

Possible Alternatives.

1. Council could decline staff’s proposed PAYT ordinance and amendments to waste hauler franchise agreements.
2. Council could direct staff to return with changes to the proposed ordinance and amendments to waste hauler franchise agreements.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

Net Zero by 2030 Resolution

Rights of Nature Resolution

Town Sustainability Plan

Goal: Reduce waste generation and increase diversion rates

Targets: Reduce landfilled waste 20% by 2030; divert 60% of our waste stream by 2030

Strategy: Implement Pay-As-You-Throw Pricing

Fiscal Impact.

Implementing a PAYT ordinance will involve community outreach costs, which could include newspaper ads, water bill flyers, newsletters, and social media posts. Outreach will likely amount to a few thousand dollars. Enforcement costs are expected to be minimal.

Staff Impact.

Conducting research and stakeholder interviews and drafting staff reports took approximately 20 hours of staff time in the Administration and Legal departments.

Attachments or Links.

- Public Comment
- To see the draft ordinance and amendments to franchise agreements with each hauler, go to the staff reports in the “Ordinances” section of the agenda:
 - Ordinance C: An Ordinance Amending Title 8 Regarding the Pay As You Throw Program
 - Ordinance D: An Ordinance Granting a Franchise to Teton Trash Removal
 - Ordinance E: An Ordinance Amending the Franchise with Westbank Environmental Services
 - Ordinance F: An Ordinance Amending the Franchise with Yellow Iron

Suggested Motion.

I move to approve the proposed amendments to Title 8 of the Municipal Code and associated amendments to franchise agreements as presented by staff in this November 18, 2024 staff report, and direct staff to present ordinances for Council consideration.

INTEGRATED SOLID WASTE & RECYCLING

November 18th, 2024



Becky Kiefer
Superintendent of
Solid Waste & Recycling

P.O. Box 9088
3270 S. Adams Canyon Rd
Jackson, Wyoming 83002

Office: 307.733.7678
Fax: 307.733.7616

tetoncountywy.gov/recycle

Madam Mayor and Members of the Town Council,

I am writing on behalf of Teton County Integrated Solid Waste and Recycling to express my full support for the Town of Jackson's proposed Pay-As-You-Throw (PAYT) initiative. This program offers a forward-thinking approach to waste management that aligns directly with our community's sustainability goals, including the waste diversion targets set forth in the Road to Zero Waste Resolution and the carbon reduction objectives outlined in the Town's Net Zero by 2030 initiative. By implementing PAYT, Jackson has the opportunity to make a significant, measurable impact on waste diversion, helping reduce our environmental footprint and promoting a more sustainable future.

Teton County does not operate an active landfill and instead relies on a transfer station, hauling waste 100 miles one way to the Bonneville County landfill in Idaho. On average, ISWR sends five semi-trucks carrying 24 tons of trash a total of 200 miles each day from Monday to Friday. Each mile of hauling waste via heavy-duty trucks generates approximately 1.39 pounds of CO₂ emissions, and each ton of mixed municipal waste produces an additional 0.52 tons of CO₂ equivalent from landfilling activities, including methane and nitrous oxide emissions. In FY24 alone, ISWR achieved a 29% diversion rate, preventing over 14,500 tons of waste from entering the landfill. This diversion eliminated the need for 665 truck trips, preventing 131,669 miles of hauling and avoiding 183 metric tons of CO₂ emissions from transportation and 7,594 metric tons of CO₂ equivalent emissions from landfilling. These figures highlight how critical waste diversion is to achieve the Town of Jackson's carbon goals.

PAYT can further amplify these benefits by incentivizing residents to reduce waste, recycle more, and engage in sustainable practices. With PAYT, households have the opportunity to control their waste disposal costs by choosing bear-resistant trash cans of various sizes, promoting less waste generation and reinforcing habits that reduce overall waste production. PAYT's tiered pricing model encourages residents to be mindful of the waste they produce, supporting both environmental and economic sustainability.

With the Council's support of PAYT, ISWR has already begun assessing residential curbside organics and recycling collection. We are actively engaging with community stakeholders, and haulers, and exploring advancements in recycling technology to ensure the PAYT program's success and maintain a strong partnership with the Town of Jackson.

PAYT will provide flexibility, allowing Jackson to adapt and expand services as the community embraces this new approach. ISWR is committed to supporting the Town of Jackson by providing outreach, education, and ongoing assistance to ensure residents fully benefit from PAYT and are informed about their role in reducing waste and carbon emissions.

PAYT is a powerful tool that aligns with Jackson's commitment to sustainability, and I believe it will lead to long-term environmental, economic, and social benefits for our community. I urge the Town Council to adopt this initiative as an essential step toward our shared goals.

Thank you for considering this important measure.

Sincerely,

A handwritten signature in dark ink, appearing to read "R Kiefer", is written over a light blue rectangular background.

Becky Kiefer
Superintendent of Solid Waste and Recycling

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Conditional Use Permit for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park (P24-130)	Public Comment:	Yes

Purpose & Policy Considerations.

The Town of Jackson Land Development Regulations (LDRs) require a Conditional Use Permit (CUP) for “Outdoor Recreation” uses in the Public/Semi-Public (P/SP) and Park and Open Space (P) zoning districts. The proposed project, which includes a one-plus-mile loop pathway, parking lot, public restroom, and picnic shelter, is considered an Outdoor Recreation use (i.e., a public park).

Requested Action.

The applicant, Teton County Parks & Recreation (P&R), is requesting approval of a CUP for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, which consists of six tracts of land owned by the Town of Jackson (Tracts 1-6), and one tract owned by Jackson Hole Land Trust (Tract 8). (Note - The applicant no longer proposes the recreational lawn).

Recommendation.

The Planning Director recommends **approval** of CUP P24-130 for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, subject to the departmental reviews attached hereto and the following conditions:

1. A 2:1 mitigation plan will be required at the time of physical development permit submittal. The mitigation plan shall address and summarize the disturbance areas, the mitigation goals and details, proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. All mitigation work shall be completed within 1 year of completing the project and be satisfactorily inspected by the Town. Prior to the Town’s inspection, the EA Consultant shall conduct a site inspection of the 2:1 mitigation and provide a written summary to the Town.
2. The recreational lawn shall be removed from the Master Plan.

The Planning Commission recommends **approval** of CUP P24-130 for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park which includes a recommendation that the Town Council explore winter use of the park from dawn to dusk (daytime only) at designated locations, subject to the departmental reviews attached hereto and the following condition:

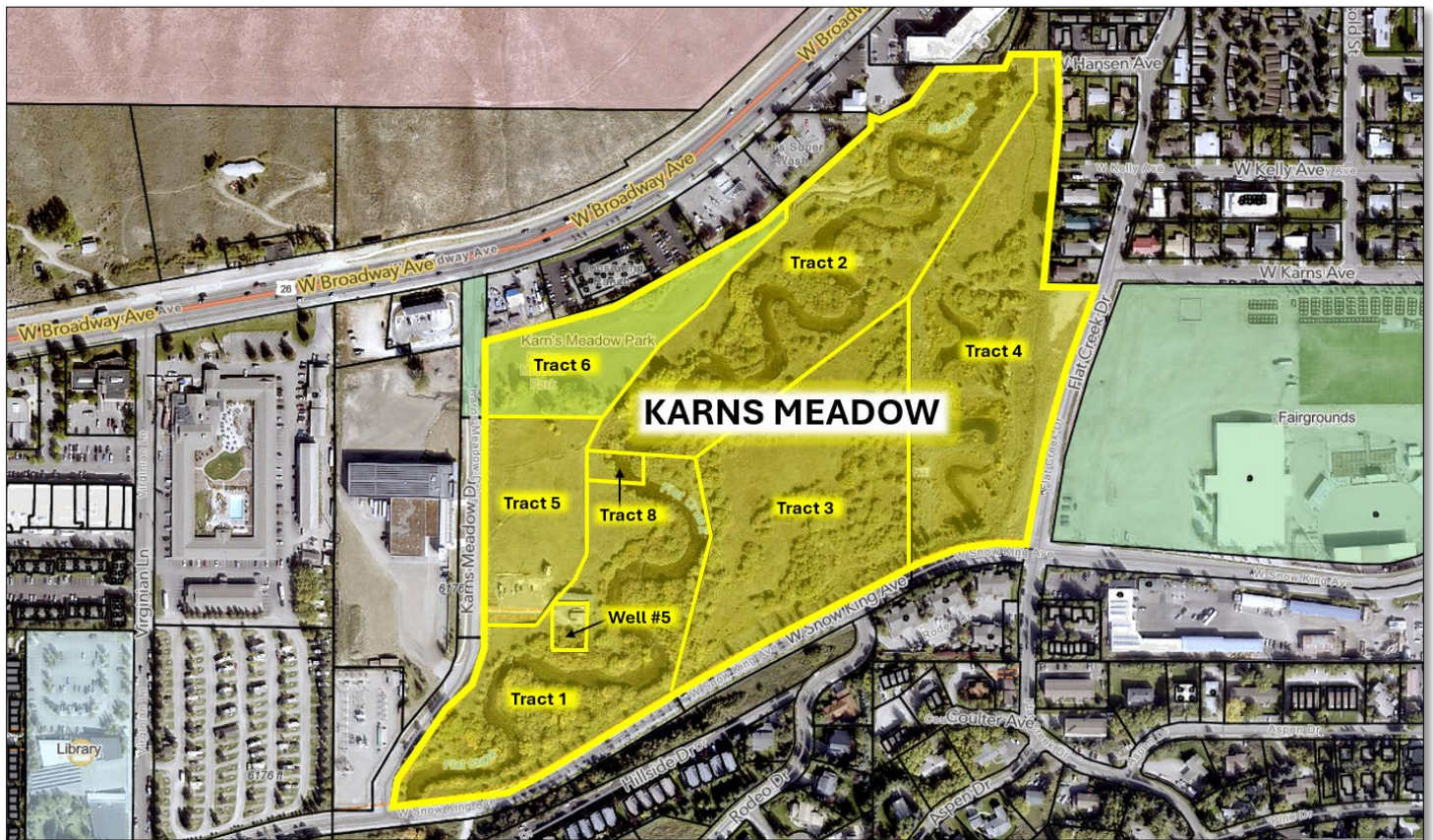
1. A 2:1 mitigation plan will be required at the time of physical development permit submittal. The mitigation plan shall address and summarize the disturbance areas, the mitigation goals and details, proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. All mitigation work shall be completed within 1 year of completing the project and be satisfactorily inspected by the Town. Prior to the Town’s inspection, the EA Consultant shall conduct a site inspection of the 2:1 mitigation and provide a written summary to the Town.

Key Policy Questions.

1. Does the Council have a desire to incorporate any of the eight recommendations provided by the Environmental Analysis consultant as requirements?
2. Should special events be prohibited in Karns Meadow Park or be reviewed on a case-by-case basis?
3. Should the Town take a more proactive approach to enforcing the rules of the park such as the prohibition of dogs?

Project Location.

The subject property, Karns Meadow, consists of Tracts 1-6 & Tract 8. An aerial photo and zoning map are shown below:



Background/Project Description.

Background:

During the summer of 2003, representatives from the Town of Jackson and the Karns family began discussions and negotiations for the purchase/sale of an approximately 42-acre tract of land known as “Karns Meadow”. To assist the Town financially and to secure the property for public use in perpetuity, the parties partnered with the Jackson Hole Land Trust (Land Trust) to protect the property with a conservation easement. In short, the intention behind the conservation easements is for Karns Meadow to be a “Natural Park” providing limited park amenities that will enhance public access while preserving the natural resources of the property. To allow the Town to purchase the property over time (from 2003 to 2008), Karns Meadow was split into seven parcels: six Town-owned parcels (Tracts 1-6) and one Trust-owned parcel (Tract 8). The splitting of the parcels also allowed for slightly different uses in the various tracts based on their location, ecological value, and unique characteristics.

Fast-forward to 2022, the Council added the Karns Meadow Master Plan (master plan) to their work plan as a priority project which would involve a rezone for Karns Meadow, an Environmental Analysis (EA), and CUP. The Council's first direction to staff, which came out of the October 17, 2022, workshop, was to move forward on a rezoning application for all Karns Meadow tracts because the zoning at that time, Neighborhood Low Density-1 (NL-1), was inconsistent with the conservation easement. Zoning Map Amendment P23-079 was later approved on July 17, 2023, which rezoned Tracts 1-3, 6 & 8 to Park & Open Space (P), Tract 4 to P and Neighborhood Low Density-3 (24,000 sf portion along Flat Creek Drive), and Tract 5 to Public/Semi-Public (P/SP).

At the October 17, 2022, workshop the Council also directed staff to move forward with Public Engagement Alternative Number One (one of several alternatives for the master plan) and present three draft site plans from 2003, 2014 & 2016 to the public for input. Public Engagement Alternative Number One included the following specific improvements from those site plans to be analyzed as part of the master plan: A perimeter non-motorized loop pathway, picnic shelter, public restroom, and parking lot. The master plan would be presented to the Council through a separate CUP process which is the purpose of this item.

In 2023, an EA (P23-006) was submitted which was required according to LDR Section 8.2.2.B. because the proposed Karns Meadow Park is located within the Natural Resource Overlay (NRO). Town staff reviewed and completed the EA and found it to comply with the LDRs subject to a condition related to 2:1 mitigation and a habitat enhancement plan. The EA approval letter and the final updated EA & Development Impact Assessment are attached to this staff report. In addition, the EA consultant provided eight recommendations that are intended to further reduce impacts on the park, wildlife, and natural resources. The eight recommendations, with staff responses, can be found below under the Environmental Analysis section of the staff report.

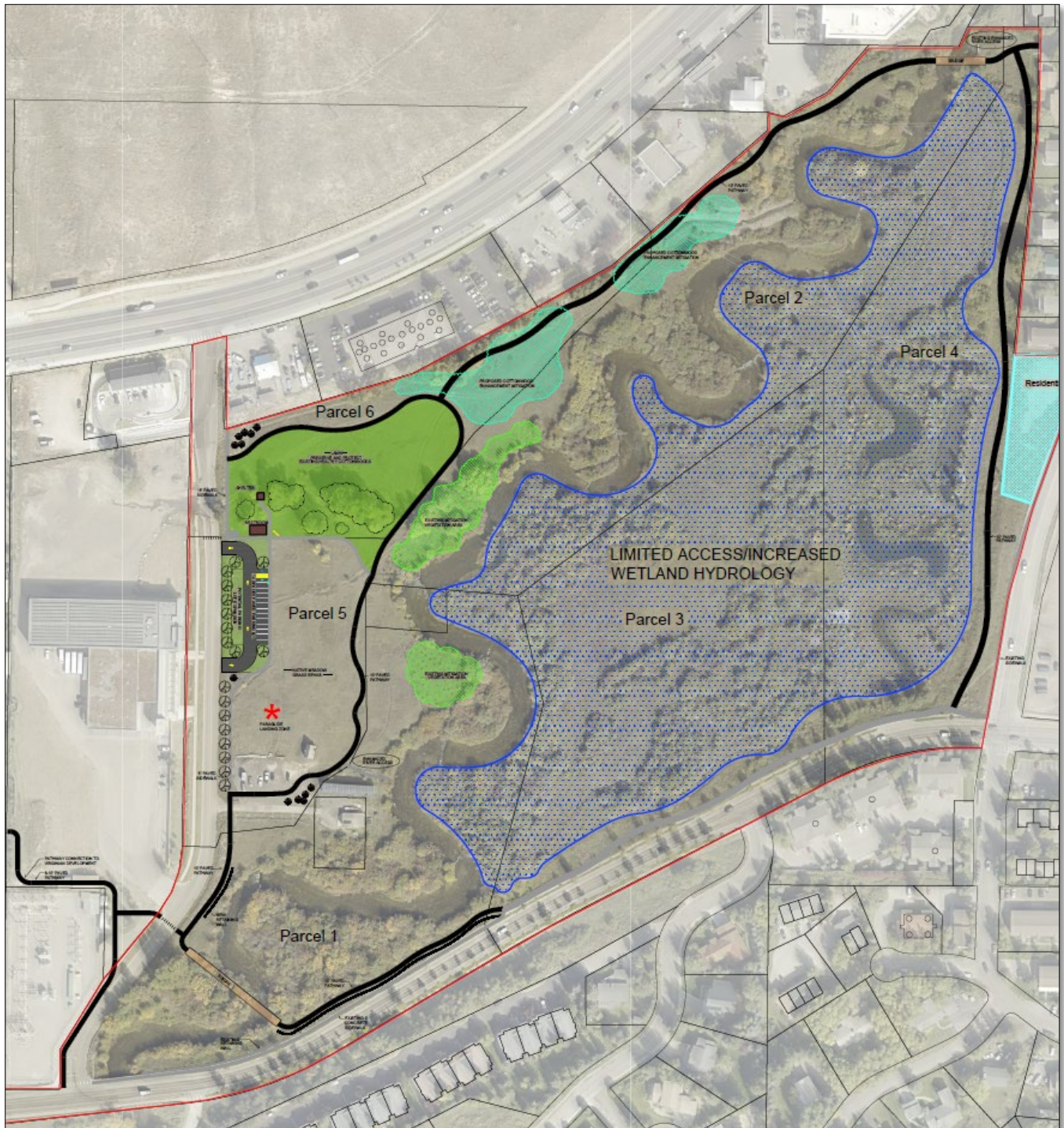
Finally, staff finds it important to emphasize that at the time of purchasing Karns Meadow, the previous Suburban zoning would have allowed the 42 acres to be subdivided into potentially 80-100 single-family home lots. Through the efforts made by the Town, Karns family, and Land Trust roughly 20 years ago, this large area of centrally-located land was conserved in a significant way. Now that the majority of conservation has been achieved, the outstanding effort is to follow through with the intended desire of the Karns family to make this a public park, which is one of the main reasons the Karns family sought to sell the land to the Town.

Project Description:

The applicant, P&R, is requesting approval of a CUP for the Karns Meadow Master Plan to allow Outdoor Recreation use (i.e., a public park) within Karns Meadow. The plan calls for new vehicular access from Karns Meadow Drive that includes two new curb cuts, a one-way drive aisle, a 14-space parking lot, and a reserved expansion area that could be later paved to expand the parking lot by 14 more spaces should additional parking be deemed necessary. The parking lot is directly adjacent to park amenities to the north including a picnic shelter and public restroom. The 1.36-acre recreational lawn area shown in the application will be removed based on the Land Trust's recent interpretation that it is not consistent with the conservation easements. Because the interpretation came at the eleventh hour, the applicant has not yet been able to update the application but has provided a supplemental response letter stating the lawn area is no longer proposed. Finally, the existing gravel parking lot located south of the new parking lot will be reclaimed to native vegetation.

New 5'-wide sidewalks are proposed along the north half of Karns Meadow Drive that connect to the parking lot and adjacent amenities. The new sidewalks also connect to a proposed 10'-wide, one+ mile paved (asphalt)

multi-use loop pathway which mostly borders the outer perimeter boundaries of the park (note - the pathway segments shown on the west side of Karns Meadow Drive adjacent to the START and Lower Valley Energy properties are not part of this application). The multi-use pathway can be accessed by foot or bike from Karns Meadow Drive, Snow King Avenue, and West Hansen Avenue. The multi-use pathway includes two bridges spanning Flat Creek: one located in the northeastern corner of the site near West Hansen Avenue (roughly 90' in length) and the other located in the southwest corner of the site near the intersection of Snow King Drive and Karns Meadow Drive (roughly 190' in length). All amenities and improvements will be ADA-accessible. Finally, the Mercer cabin will be removed from the property but those details are part of a separate application. Below on the following page is a map of Karns Meadow showing the proposed improvements:



Operationally, the park is proposed to be open from dawn to dusk, May 1st to November 30th, and be closed entirely from December 1st to April 30th in line with the United States Forest Service winter closure. The applicant is not proposing any lighting or winter uses. The parking lot will not be plowed during the winter and overnight parking will be prohibited during the months it is open for use. The picnic shelter will operate on a first-come-first-serve basis and will not allow reservations for private parties and special events. As proposed, the pathway will be treated like any other pathway in Town allowing both pedestrians and bicyclists, including e-bikes. In addition, dogs will continue to be prohibited in the park (whether on or off leash) per the Municipal Code but will continue to be allowed on the sidewalks along Snow King Avenue & Flat Creek Drive. Camping as well will continue to be prohibited. Equestrian use will be permitted on the property but no improvements for horse trailer parking are proposed due to the proximity to the Rodeo grounds. Finally, the open grassy area southeast of the new parking lot will function as a paraglide landing zone, but there are no proposed physical changes to this portion of the site.

Analysis.

Staff has reviewed the proposed physical improvements and use for the subject property, and as conditioned, have found them to be in compliance with the P and P/SP zone standards and consistent with the desired future character described in the 2012 Comprehensive Plan. Because the P and P/SP zones are intended to accommodate a wide variety of public-serving and institutional uses, there are few set dimensional standards to allow for flexibility in providing such uses. In addition, staff finds that as conditioned, the proposed improvements and uses are consistent with the allowed uses within the conservation easements for each tract and are consistent with a “Natural Park” as defined in the conservation easement. Below is an LDR Compliance table for the P & P/SP zones.

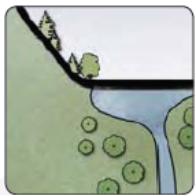
LDR Compliance				
Standard	P/SP	P	Proposed	Complies?
LSR	n/a	n/a	0.938	Yes
Lot Coverage	n/a	n/a	0.001	Yes
Street Setback (Karns)	n/a	n/a	50' (restroom and shelter)	Yes
Street Setback (Snow King)	n/a	n/a	+700' (restroom and shelter)	Yes
Side Setback (north)	n/a	n/a	+50' (restroom and shelter)	Yes
Side Setback (east)	n/a	n/a	+1,000' (restroom and shelter)	Yes
Height	n/a	n/a	15' (shelter) 18'-1" (restroom)	Yes
Stories	n/a	n/a	1	Yes
FAR	n/a	n/a	n/a	Yes
Landscaping	n/a	n/a	New trees/screening along Karns to screen parking.	Yes
Fencing	n/a	n/a	None proposed. If proposed, the wildlife-friendly fencing standards apply to NRO.	Yes
Exterior Lighting	Dark Sky Compliant	Dark Sky Compliant	No lighting is proposed.	Yes
Flat Creek Setback Buffer	50'	50'	Varies for the pathway. Pathways are permitted within the creek buffer per LDR Section 5.1.1.D.2.g.	Yes

Wetland Setback Buffer	30'	30'	Varies for the pathway. Pathways are permitted within the wetlands buffer per LDR Section 5.1.1.D.2.g.	Yes
Irrigation Ditch	15'	15'	n/a	Yes
Parking	Independent Calculation	Independent Calculation	14 spaces initially. Potentially a total of 28 spaces. Please see the <u>Parking & Access</u> section below.	Yes
Affordable Housing	Exempt	Independent Calculation	No housing is proposed or required. Please see the <u>Affordable Housing</u> section below.	Yes

Comprehensive Plan Alignment

Karns Meadow is located within Subarea 4.5 which is a subarea specific to Karns Meadow that speaks to its importance as a wildlife habitat and wildlife movement corridor. The subarea acknowledges that there are desired recreational amenities that were envisioned in the original land exchange and those amenities will need to be carefully balanced with the needs of wildlife. Staff finds that through the original conservation efforts made by the Karns family, Town of Jackson, and Land Trust nearly 20 years ago, which removed the potential for creating anywhere between 80-100 single-family home lots, followed by the EA that analyzed the impacts of the final proposed master plan, the proposed CUP meets the subareas' goals of carefully balancing the needs of wildlife while still achieving the goal of implementing some of the desired recreational amenities that were envisioned in the original land exchange. More details on the EA can be found below under the Environmental Analysis section. Directly below is Subarea 4.5 for reference:

4.5: Karns Meadow



Preservation Form

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forward wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original land owners conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.



Consistency with Conservation Easement

Staff finds that the proposed CUP is consistent with the conservation easement, which limits and restricts each tract to certain allowed uses and physical improvements above and beyond the underlying P & P/SP zoning. As stated in the conservation easements, all tracts allow a "Natural Park" and up to a 10'-wide paved pathway for pedestrians and bicyclists and thus the proposed 10'-wide paved pathway, and intention to use all tracts as a "Natural Park", complies with the allowed uses. A "Natural Park" is defined in the conservation easements as follows:

"The term "Natural Park" shall refer to a public park the use of which is limited to informal and limited public recreation use including fishing, hiking, biking (limited to the pathway reserved in subsection

IIIC.2.(a)), cross county skiing, handicapped access, picnicking, and other informal recreational activities not requiring alteration of the existing natural condition of the Property such as kite flying, and playing catch or frisbee” (CE 1-6)

With regards to the other proposed amenities, the parking lot proposed on Tract 5 (zoned P/SP) is an allowed use, and the public restroom and picnic shelter proposed on Tract 6 are also allowed uses. While the original plan included a 1.36-acre recreational lawn on Parcel 6, the Land Trust recently provided a formal interpretation that clarified that the proposed recreational lawn is not allowed by the conservation easement. This interpretation was provided on November 6th after the Planning Commission meeting and just before this review packet for the Council was finalized. In response, the applicant provided a supplemental response stating they will remove the recreational lawn to be consistent with the conservation easements. However, the applicant has not had an opportunity to provide an updated site plan that removes the lawn. For this reason, staff has added a condition of approval requiring its removal to ensure there is no confusion over the matter.

Parking and Access

One of the project’s main regulatory issues is determining the proper parking requirement. Outdoor Recreation uses require an independent calculation in both P/SP and P zones which puts the burden on the applicant to justify the parking demand specific to the needs of the use. Because there is no specific parking standard for a public park similar to parking standards used for brick-and-mortar businesses such as a restaurant or an office, the applicant considered the anticipated number of daily users of the park based on the demands of existing parks, factored in that a large percentage of users live within walking or biking distance, and considered that Karns Meadow is intended to be used primarily by walkers and bikers and will not be a gathering space for special events and private parties similar to other Town parks. The applicant states that based on these considerations, they do anticipate that the majority of users will access the park on foot or bike, some of whom may use the park as a cut-through, so the parking was intentionally set low to incentivize non-motorized travel to the site. The applicant further states that if parking demand exceeds the provided parking, an additional 14 spaces could be added, for a potential total of 28 spaces.

Based on the factors considered and presented by the applicant, staff finds that 14 spaces are sufficient to meet the park’s needs. The proposed master plan is not intended to be used as intensively as other Town parks such as Miller Park or Phil Baux but is rather designed and intended to be a lower intensity “Natural Park” primarily serving walkers and bikers. Staff finds that the proposed parking strikes a good balance of providing parking and access for those who aren’t in walking or biking distance, especially those with disabilities, but also doesn’t incentivize single-vehicle trips by treating the parking lot as a trailhead similar to the Cache Creek parking lot. Another reason staff supports the proposed parking plan is because the picnic shelter will not be available for reservation for private parties or events which will reduce the potential for larger gatherings and further justifies setting the initial parking amount lower.

If in the future the parking demand increases to the point where the initial 14 spaces are not sufficient, staff supports the idea of setting aside the expansion area that could add up to 14 more spaces. The EA analysis assumed a disturbance area equal to 24 parking spaces so the additional 14 spaces could be added in the future without the need to amend the EA or master plan because the larger parking lot is being evaluated now (and potentially approved) as part of the current CUP process. One outstanding question is what triggers the need for additional parking, and if deemed necessary, who makes that decision (i.e., staff or Council)? Staff’s initial response is that because the conservation easements and zoning allow parking on Tract 5 with no specified minimums or maximums, and because the larger parking lot was analyzed in the EA, staff recommends that P&R be permitted to add the future spaces without additional formal approvals per this CUP (i.e., do not need to amend the master plan) but with prior notification to Town officials. Since the future expansion area is relatively

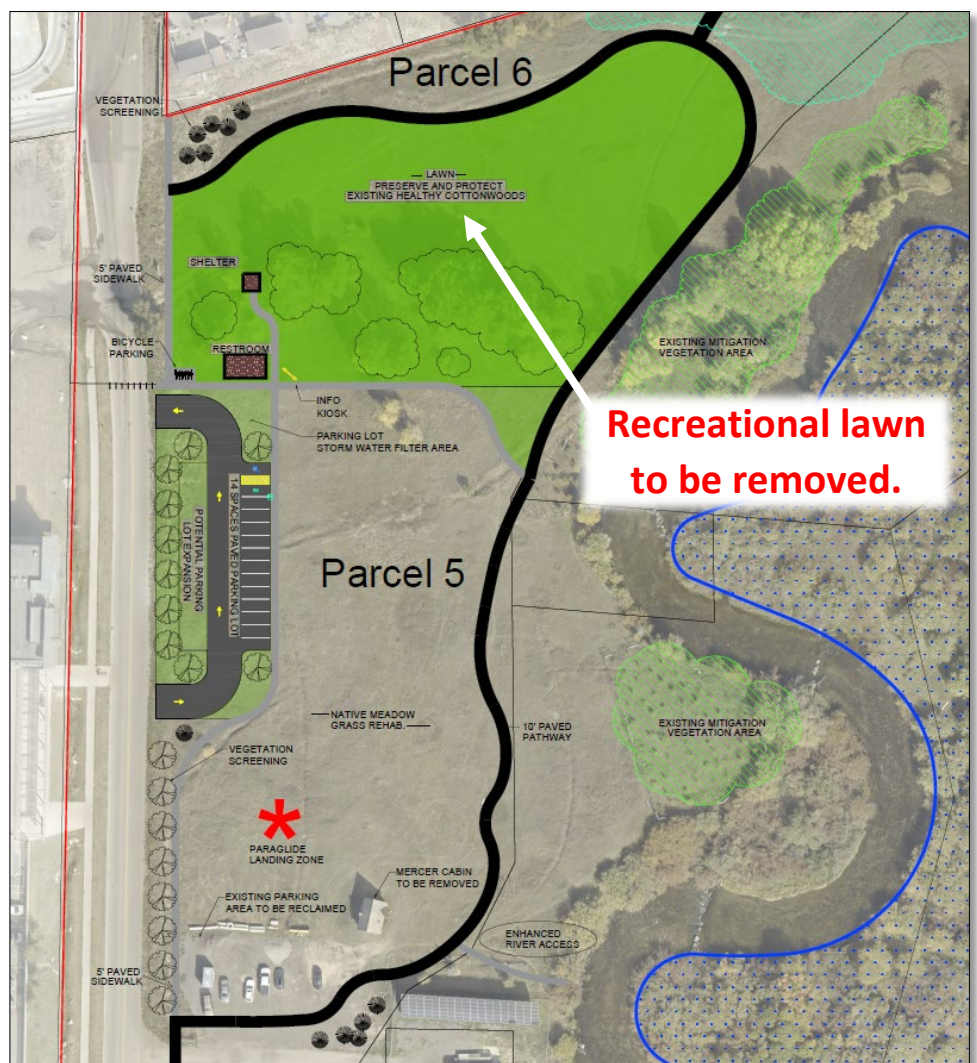
small and does not impact the higher-value habitats such as the Willows, Cottonwoods, or wetlands, this further adds to staff's justification for letting P&R decide.

Finally, staff finds that the proposed ADA space, four EVSE-capable spaces, and one EVSE-installed space comply with the LDRs. Similar to vehicle parking, bike parking requires an independent calculation and the applicant has proposed 10 short-term bike parking spaces just north of the parking lot. Staff does not anticipate a high demand for bike parking because the intention of the park is to provide a pathway system through the park that allows bikes. Finally, staff supports the overnight parking ban, which is consistent with all Town parks, and supports not plowing the parking lot during the winter consistent with the proposed winter closure. The applicant is aware that proper signage will be needed to ensure the parking lot, and park use in general, is used as intended. Please see the Signage section before for more details on signage. Below is a closer view of the proposed improvements on Tracts 5 & 6 which include the parking lot, public restroom, picnic shelter, 5'-wide sidewalk (light gray), and portions of the 10' pathway (black):

Public Restroom & Picnic Shelter

Staff finds that the proposed public restroom and picnic shelter, both of which are located on Tract 6, comply with the allowed uses in the conservation easements and physical development standards for the P zoning district. As shown in the LDR Compliance table above, the P zone has very few applicable physical development standards (i.e., no setbacks, no height limits, no FAR max, etc.) but both structures do comply with the 50' Flat Creek setback and 30' wetlands setback. Overall, staff finds that the location of these amenities nearby to the parking lot and road where noise from vehicles already occurs is practical and considerate of impacts on the park. Clustering these amenities close together also reduces the linear amount of sidewalk needed to access both amenities.

The public restroom design is typical of most park restrooms which is comprised of two restrooms and a mechanical room. The dimensions are roughly 14' by 28' and the gabled-roof structure is roughly 18' tall with shed roofs projecting out from both sides. The exterior materials include split-faced CMU, fiber cement panels, and asphalt shingle/corrugated metal roofs. The picnic shelter is also typical of shelters in other Town parks and is most similar to the shelter at Russ Garaman Park (photo below). The proposed gabled-roof wood shelter is comprised of a concrete pad with two day-use picnic tables covered by a 15' tall metal roof structure. As stated by the applicant, the shelter will not be available for



reservation but will be available on a first-come-first-serve basis which by default disqualifies it from being used for any special events or private parties. Photos of both structures can be found below:



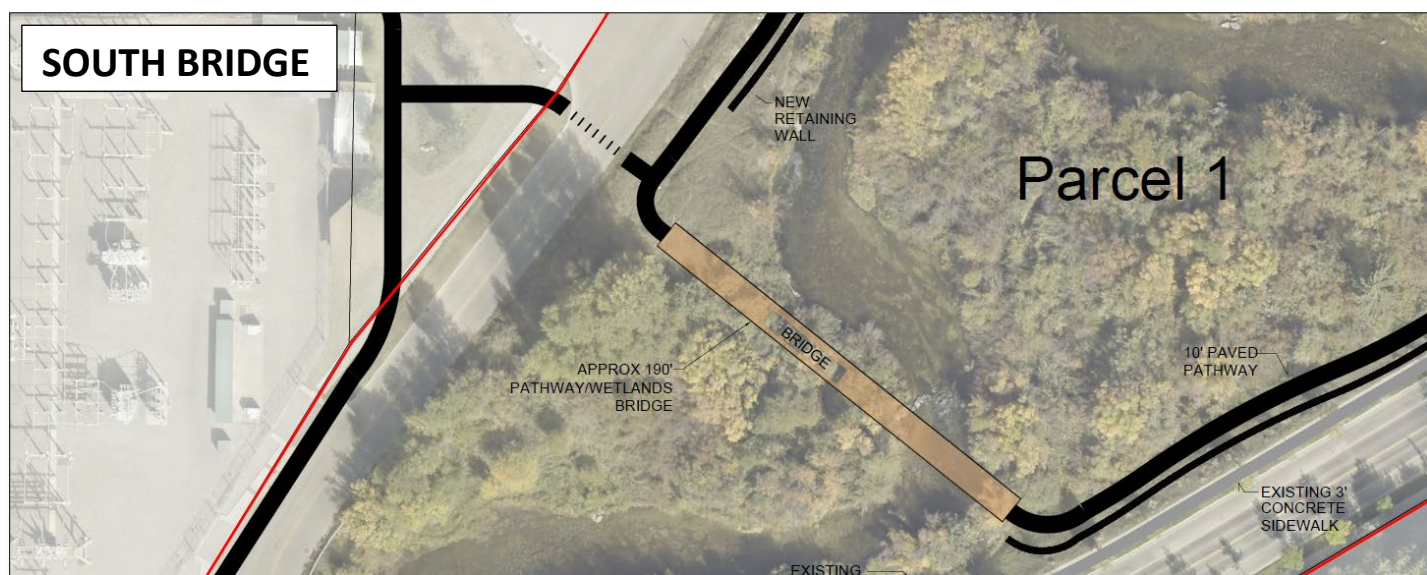
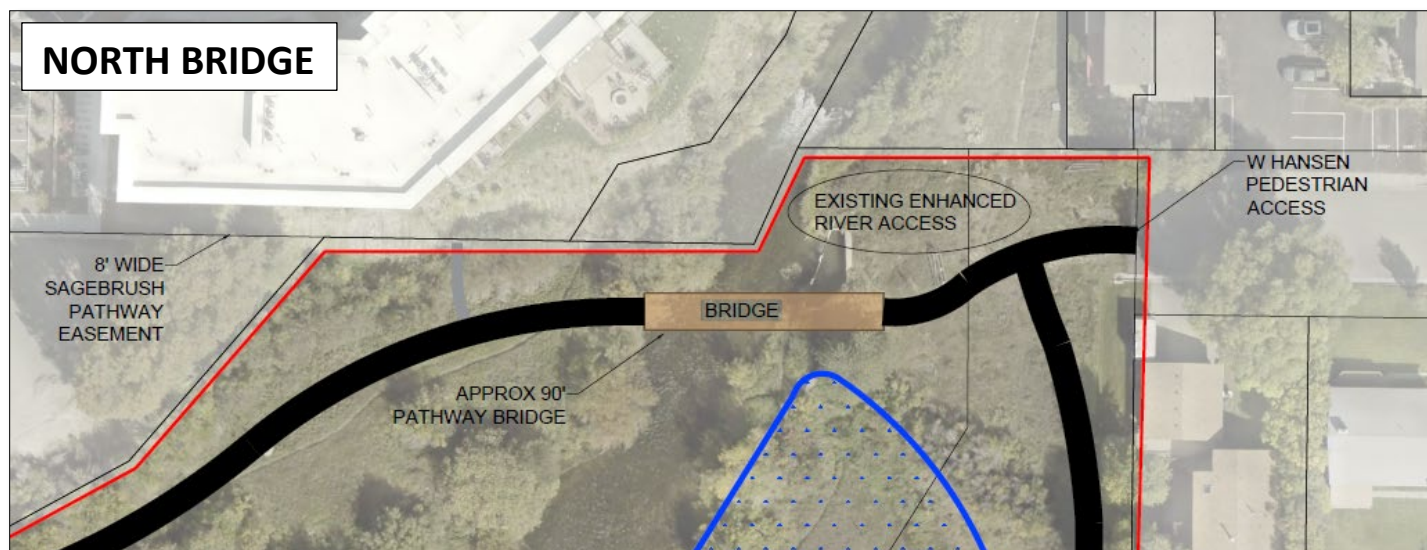
Staff would like to point out that special event use on Tracts 5 and 6 is permitted according to the conservation easements which means Council could consider approving a special event request within the park. However, if the Council believes that Karns Meadow is not an appropriate location for special events, then the Council could outright prohibit special events through this CUP as a condition of approval. Ultimately, whether special events should be prohibited or not is a policy decision for the Town Council and it is flagged as a key policy question. At this time, staff is not recommending that special events be prohibited primarily because staff can envision some public interest in using the park for small special events that highlight the wildlife and natural habitat of the park, perhaps for education purposes. The Town would control the size and purpose of any requested special events.

Loop Pathway and Bridges

The physical improvement that takes up the largest amount of space is the 10'-wide paved (asphalt) multi-use loop pathway that generally straddles the perimeter of the park. As previously noted, up to a 10' wide paved pathway is permitted in the conservation easements for all tracks. The conservation easements also include a map that shows approximately where the pathway and bridges should go which help inform the proposed alignment in this CUP. Aside from the pathway map in the conservation easements, the zoning does not provide any standards that dictate where a pathway and associated bridge can or cannot be located. The LDRs do have a 50' Flat Creek buffer setback and a 30' wetlands buffer setback for nearly all physical and site development, but LDR Section 5.1.1.D.2.g exempts pathways and their associated bridge crossings from both buffers.

The EA, however, did provide recommendations on the pathway location based on efforts to minimize impacts on wildlife and their habitat. The pathway alignment that resulted from the EA, which is highlighted in the proposed CUP, does seek to avoid the creek setback buffer, the wetland buffer, and higher-value habitat areas such as Willows to the greatest extent possible for a loop pathway. The majority of disturbance occurs in areas with Agricultural Meadows habitat type which are lower in wildlife habitat value. Although the pathway is mostly independent of any existing street sidewalks, there is a +/-1,000 linear foot stretch along Snow King Avenue (starting at Flat Creek Drive) where the pathway merges with the sidewalk. This particular stretch of Snow King Avenue has site challenges due to grade change and so the proposed plan calls for the removal of the existing 4' sidewalk and replacing it with the 10' multi-use pathway. Staff, including Pathways Coordinator Brian Schilling, find that merging the sidewalk and pathway along this section of Snow King Avenue is a logical solution to the grade change and finds that it reduces redundancy and impacts on the park. The final pathway alignment, however, will be field-fitted to ensure its impact does not exceed what was contemplated in the EA, and if possible, be aligned to avoid habitat impacts beyond the EA.

The pathway also includes two Flat Creek bridge crossings: one crossing in the northeast corner of the park and the other bridge crossing in the southwest corner of the park. Similar to the pathway, these bridges are exempt from the creek and wetland buffer setbacks, are permitted in the conservation easements, and thus staff finds that they comply with all applicable regulations. Staff also finds that the bridges allow users a better experience of the park's natural beauty from within the park versus experiencing the park from its perimeter, such as walking along the street. Staff also finds that both bridges help facilitate the goal of having an independent loop pathway system that is less reliant upon existing street sidewalks. Below are two site plan images of both bridges:



From an accessibility standpoint, the park provides various entry points from all adjacent streets making it easy and inviting for public visitation from nearly any direction. Regarding the pathway surface, staff finds that a paved asphalt pathway is not only consistent with the direction of the Town Council but is allowed in the LDRs and conservation easements. Staff finds also that a paved pathway, versus gravel or dirt, will provide access and mobility for the highest variety of users, including those with disabilities or strollers, and provide a level of durability and longevity that dirt or gravel cannot offer. Staff furthermore supports the applicant's proposal to design the pathway to encourage slow speeds for non-pedestrian uses through speed-appropriate horizontal curves, chicanes, and other features. However, the final details of these speed-calming measures will be

determined later in conjunction with the physical development permits and in coordination with the Pathways Coordinator.

A final element not yet addressed is the proposed retaining walls, one along Snow King Avenue and one along Karns Meadow Drive both in the southwest corner of the park. The applicant states that retaining walls in these locations are needed due to the change in grade. Staff notes that retaining walls are permitted in the park because they directly serve the allowed pathways. Although the exact height and length of the walls are not yet known, the applicant states that they will not be taller than 4' and will be designed so that wildlife permeability is not significantly impacted. Wyoming Game & Fish flagged this as a potential concern and provided recommendations on the final retaining wall design that include, but aren't limited to, stair-stepping the wall and including breaks in the wall along Snow King Avenue. The applicant has stated they will consider these recommendations and work to incorporate them to the extent possible.

Landscaping

The LDRs exempt P/SP and P zones from landscaping standards. The applicant is proposing to add landscaping along the northern half of Karns Meadow Drive in order to screen the parking lot and provide shade for the new sidewalks. All proposed landscape species will be native and comply with the municipal code's standards surrounding fruit-bearing species. Aside from the required removal of any native vegetation which is addressed in the EA, the applicant states that they do not plan on removing any healthy Cottonwood trees. As a general rule, damaged or diseased trees can be removed from public rights of way and public property provided they follow the standards in chapter 12.24 – Protection and Care of Trees of the municipal code.

Signage

Currently, the LDRs exempt signage in the P & P/SP zones. The location, amount, and type of signage placed in Town parks have traditionally been the responsibility of P&R and staff is not proposing that that be changed. Although a final signage plan has not yet been developed, the applicant states that signage will be placed at the three primary park entrances: Karns Meadow Drive, West Hansen, and the intersection of Snow King and Flat Creek. All signs will at minimum display the park's hours of operation which include the nighttime and winter closures, prohibition of camping & dogs, and general use recommendations. Staff supports signage at these main pedestrian entrances and finds it will help ensure adequate public education/warning on the park rules.

Enforcement of park rules, specifically on issues such as illegal street/overnight parking, camping in the park, and the presence of dogs within the park, will be handled similarly to any other Town park. It is common knowledge that dogs are already prohibited in all Town parks yet as an observation, most parks regularly have dogs within them both on and off leash. The topic of whether the Town should change its approach to enforcing the dog laws in parks, or to change the rules to allow dogs in parks, is a larger policy decision for the Town Council. At this time, staff is not recommending any change to its current enforcement methods. However, because Karns Meadow is unique from other Town parks due to its ecology and presence of wildlife, staff has flagged this topic of enforcement as a key policy question.

Noise / Visual

Staff finds that from a noise and visual standpoint, the proposed CUP will have negligible impacts on adjacent neighbors. The primary park entrance, which includes the parking lot, public restroom, and picnic shelter, is located along Karns Meadow Drive which is not adjacent to any residential neighborhoods. Landscaping will also be placed along Karns Meadow Drive to help screen the parking lot and provide shade for the new sidewalks. Perhaps the largest effort made by the applicant to reduce noise and visual impacts is proposing a nighttime closure from dusk to dawn (no lighting) and winter closure from December 1st through April 30th. These efforts not only reduce impacts on adjacent neighborhoods but also reduce noise and visual impacts during the most

critical months for wildlife. Overall, any minor noise and visual impacts will be far less than the noise and visual impacts from the existing roads and traffic adjacent to the park.

Environmental Analysis (EA)

As previously stated, an EA was completed earlier this year (attached) which analyzed the proposed physical improvements and uses that were incorporated into this CUP. Staff reviewed the EA and found that it complied with the standards in LDR Section 5.2.1.E. The purpose of an EA is not to prohibit development or use on a particular piece of land, but rather to ensure development and use minimize impacts on wildlife and their habitats through optimal site design and mitigation of unavoidable impacts where necessary.

Through the EA review process, which involved several alternative design meetings, the master plan evolved and improved to better address wildlife needs and reduce wildlife impacts. The primary example of this is the newly proposed winter and nighttime closure which is a significant effort to minimize impacts on wildlife. Another example is the alignment of the loop pathway seeks to avoid, to the greatest extent possible, the 50' creek setback and 30' wetlands buffer compared to previous versions of the plan. A third example would be the change in the parking configuration from originally being perpendicular to Karns Meadow Drive to now being parallel which is less intrusive on the park.

In total, all proposed improvements are estimated to impact roughly 3.9 of the 42 acres within Karns Meadow. Of that 3.9 acres of impact, 3.41 acres is considered Agricultural Meadow which is the lowest value habitat in the park. All impacted high-value areas (Ordinal Ranking 3 or higher) will be mitigated at a 2:1 ratio and a habitat enhancement plan will be submitted as part of the physical development permits required to construct the park improvements. The majority of habitat enhancement will occur along the northern boundary which is comprised of denser Willows and this area is important because it serves somewhat as a safe landing zone for wildlife after they have crossed West Broadway from the East Gros Ventre Butte to the north.

The purpose of the CUP is not to re-review or re-evaluate the EA, but rather to confirm whether the CUP is consistent with the EA. As previously stated, staff has found the CUP to be consistent with the EA and there are no obvious changes to the proposed physical development that are necessary based on the conclusions of the EA. Within the final EA analysis, the EA consultant provided eight recommendations for the Town to consider that are aimed at further reducing wildlife impacts. It is staff's understanding that the proposed CUP and master plan comply with the LDR requirements for an EA and habitat mitigation, thus the EA recommendations are provided as supplemental options for the applicant and Town to consider to further reduce potential impacts. Staff provides a response (see below) to each recommendation but does not find that any single recommendation rises to the level of needing to be required but is supportive of the applicant trying to implement many of the recommendations to the degree practical. Requiring the applicant to adhere to any of the eight recommendations is a policy question for the Town Council to consider. The applicant has also provided a response to each recommendation, and they are currently supportive of adhering to recommendation #4 but are not supportive of adhering to the other seven recommendations. Below is Planning staff's response to each of the eight recommendations:

1. EA Consultant Recommendation: Removal of the northern spur pathway as it is duplicative of the sidewalk connection to the circular pathway.

Staff Response: Staff is generally supportive of this recommendation and agrees that the northern spur (specifically the pathway section north of the parking lot that branches off from the 10' pathway junction and connects to Karns Meadow Drive) is duplicative. However, staff can still make the CUP findings if this spur remains. Should the Council decide to remove the northern spur, the overall plan will still accomplish the goal of a loop pathway around the park.

2. EA Consultant Recommendation: Avoid introducing additional grass species by avoiding the installation of a landscaped lawn on Tract 6. Rather than introducing landscaping, the existing grass species could be simply mowed. This would maintain the grass species present and avoid the introduction of species that may not benefit ungulates and other wildlife species as winter forage. Furthermore, the avoidance of a landscaped lawn area would be in line with the Conservation Easement's definition of "Natural Park" which emphasizes "the preservation of the existing natural features" (Conservation Easements Section III.M, Definitions). Lastly, if natural grasses were allowed to grow unmaintained in the late summer/ fall, this would contribute to available winter forage for ungulates.

Staff Response: As previously stated, the applicant has removed the recreational lawn from their proposal to align with the Land Trust's recent determination that it was not consistent with the conservation easements. Staff has also added a condition of approval requiring its removal to ensure there is no confusion over the matter.

3. EA Consultant Recommendation: The parking lot could be minimized to the smallest number of spaces expected or avoided by utilizing or creating on-street parking along Karns Meadow Drive. As with the meadow, this parking lot should remain closed and unplowed during the winter months.

Staff Response: Staff is generally supportive of this recommendation and finds that the current proposed parking lot of 14 spaces accomplishes this goal. Thus, staff does not deem it necessary to add the recommendation as a condition of approval. Regardless, the Planning Commission and Town Council will have the opportunity to discuss the number of proposed parking as part of this CUP and will have the option to decrease, or increase, the amount of parking. Staff does however agree that the parking lot should remain closed and unplowed during the winter months which is what the applicant is proposing. In addition, staff has not studied the concept of on-street parking along Karns Meadow Drive, nor has Council directed staff to do so. This parking alternative would involve a larger discussion around the future desired use of Karns Meadow Drive and consultation with START to better understand possible operational conflicts with buses. With that being said, staff is open to having that conversation should the Council desire on-street parking.

4. EA Consultant Recommendation: Field-fit pathway and infrastructure alignment to avoid impacting high-value habitats (e.g. cottonwoods and wetland areas) where possible.

Staff Response: Staff is supportive of this recommendation. This will ensure that certain improvements can be shifted or aligned to avoid high-value habitats that were not identified on the plans but were observed in the field.

5. EA Consultant Recommendation: Limit special events to a small number of people and have them take place primarily during daylight hours, avoiding dusk and dawn when wildlife species are more likely to be present in the meadow. Furthermore, if party tents are a component of the special event, these should be constructed and removed on the same day as the event. This same-day removal would protect wildlife, particularly ungulate species, from becoming entangled in the tent's rigging.

Staff Response: *Staff is generally supportive of this operational recommendation but is not making a recommendation to place specific restrictions on special events at this time. As discussed above, the Council can allow, condition, or prohibit special events as it sees fit and staff is confident that that process can be used to limit special events in the park.*

6. EA Consultant Recommendation: A measure to limit the impact of pathway infrastructure would be to build gravel surface or natural surface (dirt) trails rather than a paved surface pathway. A paved surface would increase run-off into the creek; increase the speed that users travel; increase the area of impact (greater fragmentation/ larger, construction limits of disturbance); and visually be a stark contrast with the surrounding vegetation. In comparison to a paved surface, a gravel or dirt path would slow run-off into the creek, slow the speed of users, have a smaller area of impact; and visually blend into the landscape. However, dirt trails near the waterway have the potential to increase sedimentation into the creek. Limiting sedimentation into the creek could be designed for using best management practices. Regardless of the surface, maintaining path alignment as far away from the waterway as possible is beneficial to the waterway.

Staff Response: *Staff does not find that a gravel/dirt pathway is required to comply with the LDRs and the NRO development standards. In addition, staff is not recommending a gravel or dirt pathway because the original plan presented to the Town Council at their 2022 Workshop showed a paved pathway and the Council directed staff to pursue that plan. With that being said, the Council could decide as part of this CUP that the pathway should be gravel or dirt and staff would not be opposed. Staff does agree that the pathway alignment should be as far away from the waterway and the proposed plan, along with field-fit alignments, seeks to accomplish this goal.*

7. EA Consultant Recommendation: Pathway use by only non-motorized riders (e.g. no e-bikes or motorized scooters) would slow the speed of users and minimize potential human-wildlife conflicts.

Staff Response: *Staff is neither recommending nor opposing the idea of prohibiting motorized travel (e.g., e-bikes) in the park. We do not find, however, that doing so is necessary to comply with the LDRs. Doing so would to some degree "disconnect" the park's pathways from the larger Town-wide pathways system for e-bikers who are a growing portion of our commuters and pathways users. However, the Council could choose to further limit and restrict the pathway to non-motorized users as part of this CUP review process.*

8. EA Consultant Recommendation: The southern bridge and associated habitat fragmentation and vegetation removal could be avoided by maintaining the pathway along the roadway and then building a pathway bridge immediately adjacent to the roadway bridge. In the future when the roadway bridge is replaced, it could be redesigned to be both wildlife-friendly and incorporate a pathway.

Staff Response: *Staff does not find that removing the southern bridge is required to comply with the LDRs and the NRO development standards. In addition, staff is not recommending removing the southern bridge because the Town Council, at their 2022 Workshop, directed staff to pursue a loop pathway within the park and the southern bridge is part of the loop pathway system. However, the Council could choose to remove the southern bridge crossing and route park users adjacent to Snow King Drive and Karns Meadow Drive as part of this CUP review process and staff would not be opposed.*

Affordable Housing

No housing is proposed as part of this application. Section 6.3.1.C.13 of the LDRs state that uses in the P/SP zone are exempt from the standards of Division 6.3 Affordable Workforce Housing Standards. However, Outdoor Recreation uses in the P zone require an independent calculation which the applicant has provided. In brief, the applicant states that the proposed uses, maintenance, and operations will not generate any new employees and can be managed by existing staff. Staff agrees with the applicant's conclusion and finds that the proposed improvements and ongoing maintenance/management are minor enough that they do not generate a housing requirement and can be managed without a need to add staffing. Staff would also like to point out that several uses that are exempted from housing in P/SP are not exempted from housing in P which reflects an inconsistency in the regulations. Hypothetically, if Karns Meadow had been zoned 100% P/SP and Outdoor Recreation uses were proposed, the LDRs would automatically exempt the application from affordable housing. Staff has flagged this to be addressed in a future LDR clean-up to ensure there is consistency between the P and P/SP zones as it relates to affordable housing requirements. However, for the purpose of this request, staff finds that no housing is required.

Construction

The applicant states that construction on Tracks 1-4 & 7 (i.e., pathways and bridges) will not occur from December 1st through June 30th. Construction on Tracks 5 & 6 (i.e., the parking lot, public restroom, and shelter) will not occur from December 1st through April 30th. Staff finds that the proposed construction seasons are considerate of wildlife by honoring the winter closure.

Public Comment

Over the past two to three years the Town has received a large number of comments from the community regarding the future of Karns Meadow. Those comments cover a range of opinions from those outright opposed to any park improvements to those in full support of both summer and winter use. The vast majority of comments were sent directly to the Town Council well before any formal applications were submitted. Comments were also sent directly to Parks & Recreation during their public engagement efforts where they hosted open house-style meetings and presented potential design alternatives for Karns Meadow. Staff would like to acknowledge these past comments but also clarify that the reason they have not been included in this CUP is that those comments were relevant to the information at that particular time. Because this CUP presents new information, the Town is looking for new comments specific to the request.

At the time of writing this staff report, staff has only received a few written comments which are attached. A small number of community members provided verbal public comments at the Planning Commission meeting, most in support of the proposed plan, which included comments from Pete Karns. Mr. Karns declared his support for the proposed master plan as presented which included support for e-bikes and both bridges. When questioned about the northern spur and recreational lawn, Mr. Karns was impartial over whether they remained or not.

Max Ludington from the Land Trust spoke in support of the project but mentioned his concerns about whether the recreational lawn is consistent with the “Natural Park” definition in the conservation easements. Mr. Ludington indicated that the Land Trust did not think that modifying the natural state of the park for a manicured lawn was allowed per the conservation easements. A formal interpretation by the Land Trust later followed confirming that the lawn is not consistent with the conservation easements.

Additional comments supporting the CUP were given by Katherine Dowson with Friends of Pathways and neighbor Les Peak. Kevin Krasnow with the JH Conservation Alliance also spoke supporting the nighttime and winter closure but requested the southern bridge be removed and the pathway surface to be changed to dirt or gravel.

Planning Commission

The Planning Commission (PC) reviewed this item at their regularly scheduled meeting on October 16, 2024, and recommended approval to the Town Council (4-1). Aside from a lengthy discussion about the project, which is summarized in the bullet points below, the PC unanimously supported the CUP as originally presented. However, the one topic that kept the PC’s final recommendation from being unanimous was winter use of the park. As stated on the first page of the staff report, the PC recommended that the Town Council consider allowing winter use of the park from dawn to dusk (daytime only) in designated areas, which would involve grooming the pathway.

The discussion around winter use was prompted when the PC asked about the enforcement of the winter closure and how the Town would prevent someone from walking through the site during winter knowing that not all park rules are followed (e.g. people bring dogs into parks). Staff noted that enforcement of park rules is mostly reactive and acknowledged that it would be challenging to enforce the winter closure unless physical barriers are placed at the entrances, which is not supported by the applicant or staff. In response, the PC felt that if there was no effective way to prevent access in the winter, it would be better to direct people where to go in designated areas. The four Commissioners who supported winter use also felt that there is a general need for in-town outdoor recreational space during the winter for the public to walk or Nordic ski. The PC further acknowledged that at least 200 units are proposed at the Virginian site and the new residents would benefit from being able to use Karns Meadow during the winter. When asked by staff whether the PC supported walking, Nordic skiing, or both, they indicated they were open to either, but preferred a groomed trail nonetheless.

In response to the PC’s recommendation for winter use, the applicant provided a supplemental narrative stating their openness to winter use if directed by the Council. However, the applicant did not modify their application concerning winter use which means a nighttime and winter closure is still proposed as part of this CUP. If the Council has an interest in exploring winter use, the supplemental narrative also includes a few recommendations on use and operations for consideration.

As noted on the first page of this report, staff is not changing its recommendation of the CUP and still supports a nighttime and winter closure because it is consistent with the EA which sought to minimize adverse impacts on wildlife and their habitat. In addition, staff finds that winter use in Karns Meadow, which is a natural park, is less appropriate because of the higher level of ecological and wildlife value that other town parks do not have.

Below is a summary of the other main key discussion topics at the PC meeting:

- The PC only recommended #4 from the EA consultant which related to field-fitting the pathway.

- The PC recommended that adequate signage be added at the parking lot to direct those visiting the site with an RV or horse trailer to areas of Town with adequate parking for larger vehicles. It was discussed that the western portion of the Rodeo Grounds site was appropriate for day-parking and horse trailers are already present during the summer months.
- The PC discussed whether on-street parking should be considered by the Council. Staff responded that this was a decision for the Town Council and that the matter could be explored at the Council's direction. At this time it does not appear that street parking could be added without widening the road. No formal recommendation was made.
- The PC discussed the pathway connection from the Sagebrush apartments although this connection was not part of the proposal. There was a concern from one member that creating this connection would bring more foot/bike traffic into the park from Broadway. Staff responded that this connection was contemplated during Sagebrush and that Karns Meadow would be part of the overall pathway system in Town.
- The PC discussed e-bikes and some concerns were shared that Karns Meadow might not be an appropriate place for e-bikes. Staff responded that the intention is for the Karns Meadow pathways to be part of the larger pathway system. No formal recommendation was made and all members agreed that e-bikes should be allowed.
- The PC did not want to regulate special events and left that decision to the Town Council.
- The PC did not want to weigh in on the enforcement of dogs in Town parks and left that decision to the Town Council.

Findings.

Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. *Compatibility with Future Character. The proposed Conditional Use shall be compatible with the desired future character of the area.*

Complies. Subarea 4.5 of the Comprehensive Plan essentially states that there needs to be a balance between the desired recreational amenities that were envisioned in the original land exchange and the needs of wildlife. Staff finds that through the original conservation efforts made by the Karns family, Town of Jackson, and Land Trust, followed by the EA that analyzed the impacts of the final master plan, the proposed CUP meets the subareas' goals of carefully balancing the needs of wildlife while still achieving the goal of implementing some of the desired recreational amenities that were envisioned in the original land exchange. Examples of considering the needs of wildlife include the winter and nighttime closure, no lighting, clustering the parking lot, public restroom, shelter, and pathway alignments that seek to avoid the wetlands and Flat Creek buffer setbacks.

2. *Use Standards. The proposed Conditional Use shall comply with the use-specific standards of Division 6.1.*

Complies. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Outdoor Recreation use is an allowed use within the P & P/SP zoning districts with the approval of a Conditional Use Permit.

3. *Visual Impacts. The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff finds that the proposed design, development, and operation of the CUP will minimize the visual impact on adjacent lands. The majority of improvements are pathways, sidewalks, and a parking lot which are at-grade and create negligible visual impacts. In addition, visual impacts are minimized by locating the park amenities (i.e., parking, public restroom, shelter) off Karns Meadow Drive which is not directly adjacent to any single-family neighborhood. Furthermore, the fact that no lighting is proposed minimizes any nighttime visual impacts on adjacent lands.

4. *Minimizes adverse environmental impact. The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed CUP minimizes adverse environmental impacts and is consistent with the EA that was completed in 2024 (P23-006). The EA analyzed the proposed physical improvements and uses and staff found that the EA was compliant with the LDRs. It is important to clarify that an EA is not intended to prohibit physical development and/or use, but rather ensure that physical development and/or use are done in a way that minimizes impacts on wildlife. The largest effort made by the applicant to reduce impacts was the nighttime and winter closure from December 1st through April 30th.

5. *Minimizes adverse impacts from nuisances. The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. Staff finds that the proposed CUP will have minimal adverse impacts from nuisances. Because the park will be limited to daytime use only from May 1st through November 30th, noise impacts will be no greater than the existing noise generated from traffic along the adjacent roadways. Visual impacts are also minimized due to the park's nighttime closure which does not include lighting.

6. *Impact on Public Facilities. The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposed CUP will not have significant impacts on public facilities and services. The only minor impacts include the sewer connection for the public restroom and routine lawn maintenance which are typical of other town parks.

7. *Other Relevant Standards/LDRs. The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed physical improvements and use comply with the provisions of the LDRs and with all other Town Ordinances. The applicant will be required to follow and adhere to all currently adopted codes related to buildings/structures, grading and erosion control, 2:1 mitigation, and other codes related to use which include, but aren't limited to, the Municipal Code.

8. *Previous Approvals. The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Complies. As conditioned, staff finds that the proposed CUP is in substantial conformance with the EA (P23-006).

Fiscal Impact.

The applicant provided a preliminary cost estimate based on historical pricing from previous P&R and Teton County pathways projects. Total construction cost is estimated at \$4.7 million with an estimated annual operating cost of roughly \$22,000.00 (this assumes no winter use of the park).

Staff Impact.

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

Attachments or Links.

Applicant Submittal

Department Reviews

Final Updated EA, Development Impact Assessment, and Final Approval Letter

Public Comment

Suggested Motion.

I move to **approve** Conditional Use Permit P23-130 for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated November 18, 2024.

Date: November 8th 2024

Subject: **Teton County Parks and Recreation Response to Jackson Hole Land Trust - Karns Meadow Conservation Easement Interpretation Decision**

On November 6, 2024, the Jackson Hole Land Trust (Easement Grantee) issued a formal interpretation of the allowed uses specified in the Tract 6 Conservation Easement encumbering Karns Meadow Park, dated January 2, 2009. The formal interpretation was issued in response to an easement clarification request submitted by the Town of Jackson (Grantor) regarding whether the inclusion of a 1.36-acre maintained and irrigated lawn, featuring Kentucky Bluegrass or other common meadow grasses intended for informal recreation, qualifies as a permitted use under the Tract 6 Conservation Easement.

The Jackson Hole Land Trust's response maintained that an irrigated lawn on Tract 6 is not compliant with the conservation easement, as it contradicts the easement's definition of a "Natural Park."

*"Natural Park" shall refer to a public park the use of which is limited to informal and limited public recreational use including fishing, hiking, cross-country skiing, handicapped access, picnicking, and other informal recreational activities not requiring alteration of the existing natural condition of the Property such as kite flying, and playing catch or Frisbee.
(Karns Meadow Tract #6 CE Page 15)*

Parks and Recreation Response:

Following the formal interpretation from the Jackson Hole Land Trust and Teton County/Town of Jackson Parks and Recreation, the applicant for CUP (P24-130) has omitted the 1.36-acre landscaped lawn located on Tract 6 from the application. The remaining proposed amenities on Tract 6—restroom facilities, picnic shelter, paved pathway, and accessible concrete walkway routes—are consistent with the conservation easement and shall remain in place. In accordance with the Jackson Hole Land Trust interpretation, any removal of vegetation required for the construction of the Tract 6 amenities listed above shall be remediated in a manner that does not “alter the existing natural condition of the property” and shall utilize plant species native to the Jackson Hole region.

Max Moran

Parks and Recreation Project Manager

Date: October 30th, 2024

Subject: **Teton County Parks and Recreation Response to 10/16/24 Planning Commission Meeting on Karns Meadow CUP Motion – Winter Use in Karns Meadow Park**

The Following motion was made and approved by the Town of Jackson Planning Commission on October 16th, 2024 in response to the Karns Meadow Master Plan P24-130

*“move to recommend approval of Item P23-130 to the Town Council for a conditional use Permit for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, based on the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated October 16th 2024. **We (Planning Commission) are open to exploring daytime winter use in designated areas with designated access points”***

Parks and Recreation Response:

As an approved use under the conservation easements for the Karns Meadow Parcels, Teton County/Town of Jackson Parks and Recreation is open to allowing selective winter daytime use at Karns Meadow Park under the direction of the Town Council. Winter use was analyzed in the original 2019 Environmental Assessment for Karns Meadow Park, prepared by Eco Connect Consulting LLC, but was not identified as a potential use and not analyzed in the 2024 Environmental Assessment Addendum.

If directed by the Town Council to pursue daytime winter use, Parks and Recreation proposes the following general winter use recommendations and operations.

- Limited to daytime hours – dawn to dusk
- Park access limited to plowed pathways
- No trash services provided – pack out all trash and personal items
- Plowing to provide pedestrian access – no grooming for Nordic skiing

If winter use is considered, Parks and Recreation suggests limiting snow plowing to the Karns Meadow Drive parking lot and the northern pathway section connecting Karns Meadow Drive to the East Hansen pedestrian access. This route provides pedestrian access for the main thoroughfare connection from Midtown to the Town Residential Core, while existing plow routes along Snow King Avenue and Flat Creek Drive provide perimeter access to the park.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Karns Meadow CUP
Physical Address: Karns Meadow Park, Karns Meadow Dr. Jackson WY 83001
Lot, Subdivision: See Attached PIDN: See Attached

PROPERTY OWNER.

Name: Town of Jackson Phone: 307-733-3932
Mailing Address: PO Box 1687, Jackson WY ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Teton County/Jackson Parks and Recreation Phone: 307-732-8485
Mailing Address: PO 811, Jackson WY ZIP: 83001
E-mail: mmoran@tetoncountyWY.gov

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
☒ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

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

Pre-application Conference #: P23-079 Environmental Analysis #: P23-006
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

STEVE ASHWORTH
Name Printed

Date

8/15/24

Title

DIRECTOR

PID	Owner	Lot, Subdivision
22-41-16-33-2-00-031	Town of Jackson	PT SE1/4NW1/4, SEC 33, TWP 41, RNG 116.
22-41-16-33-1-00-033	Town of Jackson	T. W1/2NE1/4 & PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 2 (T-46D)
22-41-16-33-1-00-035	Town of Jackson	PT. W1/2NE1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 4 (T-46D)
22-41-16-33-1-00-034	Town of Jackson	PT. SW1/4NE1/4, PT. SE1/ENW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 3 (T-46D)
22-41-16-33-2-00-026	Town of Jackson	PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 1 (T-46D)
22-41-16-33-2-00-011	Town of Jackson	PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TPW. 41, RNG. 116 (WELL #5)
22-41-16-33-2-00-028	Town of Jackson	PT. SE1/ENW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 5 (T-46D)
22-41-16-33-2-00-027	Jackson Hole Land Trust	T. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116

Jackson Hole Land Trust

690 S Highway 89, Suite 101
Jackson WY 83001

PO Box 2897
Jackson WY, 83001

info@jhlandtrust.org
307-733-4707

Town of Jackson

PO Box 1687
Jackson WY 83001
307-733-3932

Karns Meadow Masterplan Development Conditional Use Permit

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Appendix A – Karns Meadow Conservation Tract Uses

Appendix B – Karns Meadow Park Management and Use Recommendations

Appendix C – Proposed Development Plans

Introduction/Background

Karns Meadow is a 41-acre parcel of mostly undeveloped land surrounded by single-family residential areas to the south and east, multi-family and commercial areas to the north, and industrial areas to the west. The property surrounds a meandering section of Flat Creek and encompasses eight separate lots, each with a distinct conservation easement held by the Jackson Hole Land Trust. The eight parcels are managed as a single entity and are collectively referred to in this document as “Karns Meadow” or “The Property.”

The Karns family sold the property to the Town of Jackson in six separate parcels from 2003 to 2009 and collaborated with the Jackson Hole Land Trust to establish conservation easements that define the conservation values and permitted uses for each parcel. On December 4th, 2023, the Jackson Town Council approved the Karns Meadow Zoning Map Amendment P23-079 to further align the property zoning with the intentions of the conservation easements.

Originally completed on May 28th, 2019, and preceded by an addendum on July 11th, 2024, an Environmental Analysis was prepared for Teton County Parks and Recreation by EcoConnect Consulting to evaluate the developmental impacts of park amenities in Karns Meadow. The environmental assessment, as required by the Town of Jackson Land Development Regulations, includes the impact assessment of the development of specific park features and park uses outlined in this Conditional Use Permit.

The purchase of Karns Meadow Park by the Town of Jackson and the accompanying conservation easements, specifically tailored for 'Natural Park' uses, highlight the intention to provide limited park amenities that will enhance public access while preserving the natural resources of the property. Since the official purchase of the Karns parcels, several design iterations have been evaluated with a range of recreational and non-recreational uses.

In the Early 2010s Karns Meadow development plans included fishing decks, playground facilities, sand volleyball courts, and a nearly 3.5-acre combined transit center and 100+ space parking facility. While all approved uses in the conservation easements, these amenities were vocally opposed by members of the community and wildlife advocates, establishing a consensus among the public and staff that the range of allowed uses in conservation easements may not go far enough to protect the character and environmental value of Karns Meadow. In the late 2010s, additional design iterations were produced and again, allowed conservation easement uses, such as Nordic skiing, illuminated pathways, and winter usage, were deemed too detrimental to the park’s ecology to be pursued.

The current development plans for the park, outlined in this document, represent the evolution of years of park design iterations that focus on creating low-impact amenities that protect natural resources while providing convenient and safe community access. The general park uses and amenities proposed in this plan were established under the direction of a 2022 town council workshop and have been shaped through design iterations involving Parks and Recreation staff, Town/County Pathways, and feedback from environmental consultants. These design changes, including alterations of pathway

alignments to avoid sensitive wetlands and stream setbacks, as well as restrictions on winter and nighttime usage, demonstrate a concerted effort to balance ecological preservation with the growing community need for accessible recreational spaces.

Deed Restrictions on Use

Distinct conservation easements held by the Jackson Hole Land trust define the specific uses of the property. The purpose of the conservation easements are to preserve the conservation values “including, but not limited to, the public recreational values of the Property, and to restrict the use of the Property to those uses, that are inconsistent with such values and interests” (CE 1-6). While each individual tract easement varies in allowed uses, all maintain the grantor the right to establish and maintain a “Natural Park” as defined below.

“The term “Natural Park” shall refer to a public park the use of which is limited to informal and limited public recreation use including fishing, hiking, biking (limited to the pathway reserved in subsection IIC.2.(a)), cross-county skiing, handicapped access, picnicking, and other informal recreational activities not requiring alteration of the existing natural condition of the Property such as kite flying, and playing catch or frisbee” (CE 1-6)

A summary of the distinct allowed uses of each tract parcel outlined by the conservation easements are provided in **Appendix A**.

Zoning

Tracts 1, 2, 3, and 6 are currently zoned (P) for Park & Open Space. Tract 4 is a split zone with a 24,000-sf portion of the land adjacent to Flat Creek Drive zoned (NL3) Neighborhood Low Density 3, and the remainder of the parcel zoned (P) Park & Open Space. Tract 5, adjacent to Karns Meadow Drive, is zoned (P/SP) Public/Semi-Public.

Affordable Housing Standards

Affordable Housing Standards (TOJ LDRs Div 6.3) are exempt for Outdoor Recreation Uses on (P/SP) zones.

Developed Recreation on (P) zones require an independent calculation for affordable housing. Parks and Recreation is requesting an exemption from affordable housing standards due to the following as development and maintenance of Karns Meadow Park do not generate a need for new Parks and Recreation employees, and its operations can be managed by existing staff. The scale of development and operations does not justify a need for affordable housing mitigation.

Project Description

Overview

This proposed plan provides improved access to the property in the form of clustered ADA compliant amenities near Karns Meadow Drive including a parking lot, restroom facility, picnic shelter, and 1.36-acre recreational lawn. Around the perimeter of the property, an accessible 1+ mile paved loop,

inclusive of 2 bridges spanning flat creek, provides a unique natural park experience in the densifying urban Midtown Jackson area.

This development plan proposes a winter closure (December 1 – April 30) coinciding with the USFS closure on Snow King ridge to the south of the meadow and restricted in-season park hours of dawn to dusk.

Picnic Shelter

Adjacent to the parking facility on Tract 6 will be a covered picnic shelter containing two day-use picnic tables. As outlined in the Management and Use Recommendations (**Appendix B**), the shelter will not be available for reservation and will be made available for drop-in use only. An ADA-compliant pathway connecting the parking lot to the shelter will be provided.

Public Restroom

A restroom building shall be placed on Tract 6, adjacent to the Tract 5 parking lot. The restroom shall be sized to accommodate park users and will retain an architectural character consistent with the meadow and facilities located on similar Parks and Recreation properties. The restroom will be ADA-compliant, with ADA pathways connecting to the adjacent parking lot.

Recreation Lawn

On Parcel 6, surrounding the picnic shelter and restroom building, the department intends to maintain a 1.36-acre area of landscaped lawn. This area, bordered by the pathway loop to the east, the ADA sidewalk to the south, the Karns Meadow Drive sidewalk to the west, and the northern pathway connector (referred to in the EA as Spur Loop) to the north, will provide an accessible, comfortable space for traditional recreational activities in an otherwise entirely natural state park setting.

Recreational activities are explicitly allowed use outlined in Section C9 of the Tract 6 easement. Removal of existing vegetation “as necessary for the construction and maintenance of the improvements” is also a protected use under the Rights Reserved by Grantor (CE Tract 6).

Park Signage

Information signage will be provided at the three primary access points to Karns Meadow Park:

- 1) Main parking area at Karns Meadow Drive
- 2) West Hansen pedestrian access
- 3) Snow King Ave and Flat Creek Dr. Intersection

At a minimum, signage will indicate

- Park hours of operation – specifying nighttime and winter closure limits
- Prohibition of camping
- Prohibition of dogs
- General use recommendations

Vehicular and Bicycle Parking

Off-street vehicular parking will be provided on tract 5 aligned in parallel to Karns Meadow Drive. The off-street parking shall be one-way circulation and provide 13 spaces, and 1 ADA space. Of the 14 total parking spaces, 30% or (4) shall be Electric Vehicle Supply Equipment Capable, and 5% or (1) space shall have Electric Vehicle Supply Equipment Installed. Camping and overnight parking will be prohibited. Parking spaces will not be plowed during the seasonal closure.

The town of Jackson LDRs do not specify minimum required parking spaces for non-programmed recreational areas. It is desired that Karns Meadow serve the residents of the surrounding and growing neighborhoods. There is an expectation that most users will access the park by walking or biking, as seen in several in-town parks. Available parking spaces have been intentionally set low to reinforce the expectation of non-vehicular access the park amenities and to preserve land available for recreation and wildlife. An additional area set aside for a future parking expansion, if needed, will be made available west of the proposed driveway circulator.

Parking will be limited to passenger vehicles and vans. Equestrian use is allowed on the property, however no specific dedicated improvements are made for the use. No horse trailer parking will be developed due to the proximity of the fairgrounds parking.

A minimum of ten dedicated short-term bicycle parking spaces will be provided at the Karns Meadow Drive parking area. Short-term bicycle parking shall consist of five anchored racks, secured to a permanent concrete foundation. Bicycle parking shall conform to the Bicycle Rack construction standards outlined in Appendix A of the Town of Jackson Land Development Regulations. Bicycle parking recommendations were informed based on usage patterns at similar Parks and Recreation facilities and on the recommendations of Pathways Coordinator Brian Schilling.

Circulator Pathway

Explicitly listed as an allowed use in all six conservation easements is the development and maintenance of a paved “combination bicycle, pedestrian, and cross-country ski pathway, not to exceed ten feet” (CE Tract 1-6). Figure 1 outlines the layout of this proposed paved pathway, which is intended to highlight and provide enhanced accessibility to the natural features of the park while preserving the critical ecological features. The proposed location of this pathway was established both through locations identified in the conservation easements (CE Tract 2 & 4) and through on-site alignment adaptations to avoid wetlands. The proposed pathway alignment will avoid delineated wetlands; however, it will cross through the Town of Jackson’s 30-ft wetland buffer and 50-ft stream buffer. Public pathways are a permitted use within stream and wetland buffers (TOJ LDRs 5.1.1.d.2.g).

The proposed pathway will be paved, 10 feet in width, and will be designed to encourage slow speeds for non-pedestrian uses through speed-appropriate horizontal curves, chicanes, and other features as appropriate. A paved pathway, as opposed to gravel, provides an accessible surface for users with mobility aids such as wheelchairs or strollers, and offers additional durability and longevity. In the low wetland topography of Karns Meadow, a paved pathway will provide a low-maintenance alternative that can withstand foot and cycle traffic and varying weather conditions with minimal erosion or displacement concerns.

To avoid redundancy, the existing Snow King Avenue sidewalk to the south of the property, which is currently non-compliant with Town detached sidewalk standards, will join with the proposed pathway to create a new combined sidewalk/pathway alignment that meets Town engineering standards and establishes a wider vegetation buffer from the roadway. Where the pathway and sidewalk join, the surface will transition to a 10-foot-wide concrete sidewalk that meets ADA standards. Currently, the sidewalks on Snow King Avenue are 4 feet in width.

Per town ordinance, dogs are not permitted in the park, with the exception of the paved concrete sidewalk along the south, along Snowing Ave and the proposed sidewalks along Karns Meadow Dr.

Bridges

The proposed 1.0-mile combined-use pathway features two bridges spanning Flat Creek. The bridges will maintain the typical 10-foot pathway width and provide a wearing surface suitable for pedestrians, cyclists, and accessible users. The proposed structures will conform to applicable Town of Jackson engineering standards and shall provide sufficient span lengths to not impede the natural movements of Flat Creek.

The northern bridge is situated at the northern end of Tract 2, with the eastern abutment located near the West Hansen Avenue pedestrian access and the western abutment south of the Sagebrush Apartments. At this location, the plan proposes a prefabricated single-span structure spanning the field-verified bank-full width (approximately 40 feet) at this location.

The proposed southern bridge is located on Parcel 1 at the southwestern section of the Karns Meadow property. Characterized by dense willow and low-elevation wetlands, this bridge will incorporate gradual elevated approaches intended to minimize disturbance to the wetland soil and seasonal high-water flow. The overall elevated structure will be approximately 190 feet in length, with the main spanning superstructure consisting of a 40-foot single-span bridge across flat creek. As indicated in the EA addendum, this southern bridge, considered an essential crossing, will require habitat mitigation at a two-to-one ratio where wetland areas are disturbed. Habitat mitigation is required to include a monitoring program to ensure the completion of mitigation efforts.

The Environmental Analysis report describes bridge height considerations to accommodate wildlife travel under the structure. It is the intention of the design to balance the structure height with pathway accessibility and approach ramp disturbance areas.

Drainage and Grading

The existing drainage pattern of Karns Meadow is a natural surface drainage system, with Flat Creek serving as the primary drainage channel. Nearly all ground cover is classified as impervious, with small portions classified as disturbed impervious (e.g., gravel parking, irrigation ditches, small structures). On the eastern side of the park, Tract 4 contains a wetland stormwater detention area serving approximately 27% of the Town of Jackson.

The proposed plan preserves the existing drainage patterns of the property. The addition of impervious surfaces from pathways and sidewalks will not change the rate of stormwater runoff, increase erosion, or lead to increased sediment accumulation in Flat Creek. The proposed parking lot, the largest

concentrated addition of impervious surface, will be managed through stormwater best management practices (BMPs) and will not contribute to additional stormwater runoff to adjacent properties.

Prior to construction, the proposed plans will require an Erosion and Sediment Control Plan. Erosion control measures shall include both permanent and temporary measures to reduce erosion and pollution during construction. Construction plans shall accompany a Plan Level grading permit prepared by a licensed professional engineer in the State of Wyoming and reviewed by the Town of Jackson.

Existing Uses

The Mercer Cabin will be removed from the Karns Meadow property. The land use previously proposed for the Mercer Cabin relocation along the inner pathway loop will remain as existing and/or be reclaimed as necessary.

The Town of Jackson owns and operates a municipal water well and solar array system located on an inholding parcel within Tract 1. This inholding parcel is not encumbered by a conservation easement and contains a town water supply pump house. Access to these facilities is granted via an access easement across Tract 5. The proposed parking area along Karns Meadow Drive will replace the existing gravel parking area across Tract 5, and the area shall be reclaimed.

General Operations

Operations, Administration and Maintenance

Karns Meadow Park shall continue to be managed and maintained by the Parks and Recreation Department. The property will be open from dawn to dusk daily, with a seasonal winter closure mirroring the December 1 – April 30 USFS Winter Habitat closure on Snow King Ridge. Daytime use hours eliminate the need for lighting anywhere within the park. A full list of Management and Use Recommendations is included in Appendix B.

Signage

Park Signage

Information signage will be provided at the three primary access points to Karns Meadow Park:

- 4) Main parking area at Karns Meadow Drive
- 5) West Hansen pedestrian access
- 6) Snow King Ave and Flat Creek Dr. Intersection

At a minimum, signage will indicate

- Park hours of operation – specifying nighttime and winter closure limits
- Prohibition of camping
- Prohibition of dogs
- General use recommendations
- Explanation of the Karns Meadow critical wildlife activity, and the management practices that protect the watershed and wildlife corridor

Parks and Recreation Responses to Environmental Analysis Recommendations

Included in the July 11, 2024, Karns Meadow Environmental Analysis Addendum are a list of 8 design and use recommendations. The following responses and justifications have been curated by Parks staff:

1. Removal of the Northern Spur Pathway:

Parks staff views the "Northern Spur Pathway," a 400-foot-long east-west section of the pathway at the northern end of Parcel 6, connecting the Karns Meadow Drive sidewalk with the greater pathway loop, as a necessary component of the Karns Meadow pathway system. In addition to providing a defined boundary for the Parcel 6 recreational lawn area, this section of the pathway offers users a shorter, accessible loop route within the park. Tract 6 provides the gentlest grade throughout the meadow and therefore may be utilized by mobility-limited individuals as a short and safe alternative to the greater loop.

2. Avoiding the installation of a landscaped lawn on Tract 6:

The inclusion of 1.36 acres of maintained lawn area provides space for traditional informal recreational activities in an otherwise natural park setting. Park user surveys indicate a demand for informal accessible areas that can serve a diverse range of community members and uses. The recent and proposed development of high-density housing in the Midtown Jackson area surrounding Karns Meadow Park, including the 90-unit Sagebrush Apartments and the 200-unit Virginian development, further suggests a community need for accessible recreational space for residents living in dense, urbanized configurations.

3. Reduced/removal of parking lot:

The proposed parking lot, featuring 14 total spaces including 1 ADA space, was established based on observations at similar urban neighborhood parks. The number of available parking spaces has been intentionally set below the standards established by the American Planning Association to reinforce the preference for non-vehicular access to park amenities and to preserve land for recreation and wildlife. The existing roadway configuration of Karns Meadow Drive, with its dedicated 12-foot travel lanes, does not allow for the inclusion of on-street parking without major design adjustments.

4. Field-fit pathway and infrastructure alignment:

Parks staff intends to field-verify all pathway alignments and proposed infrastructure locations on-site prior to construction. Modifications to avoid sensitive vegetation, steep slopes, and existing wetlands, where feasible, will be incorporated without drastically altering the design intentions.

5. Limitations on special events:

Special event use on Parcels 5 and 6 shall remain in place as outlined within the conservation easement. Special events are limited in number and must be approved by the Jackson Town Council.

6. Consideration of Gravel/Dirt Pathways:

The primary justification for the proposed asphalt pathways is to provide the widest range of park accessibility for users. In its current state, Karns Meadow is defined by natural features and grade changes that pose obstacles to mobility-challenged users. In addition to its longevity and maintenance benefits, asphalt provides a smooth, stable, and consistent surface that accommodates a diverse range of ages and abilities.

7. Exclusion Motorized Users (E-Bike & Scooters):

It is the intention of Parks staff to maintain the pathway system within Karns Meadow under the same operating regulations established for the broader pathway system. Pathway regulations, as established in Title 8 – Pathways, state that Class 1, Class 2, and Class 3 electric bicycles may be used on all pathways owned and maintained by Teton County.

The Karns Meadow pathway loop will be designed to encourage slow speeds for non-pedestrian uses through speed-appropriate horizontal curves, chicanes, and other features as necessary. It is expected that electric bicycles will frequent the Karns Meadow pathway system; however, most cyclists are anticipated to prefer the dedicated cycle path on Snow King Avenue as the most direct cycling route.

8. Removal of Southern Bridge:

The overall intention of the Karns Meadow pathway loop is to provide an accessible, natural recreational pathway network that highlights the ecological value of Karns Meadow. While the property is surrounded by dense mixed-use zoning, the internal pathway loop offers a unique urban escape into a natural setting. Directing users to exit the park onto the existing, non-compliant, 3-foot sidewalk on the north side of the Snow King Avenue bridge does not achieve the objective of the pathway system. The design intention of the southern park bridge is to provide a distinctive elevated pathway experience that spans Flat Creek and the abutting wetlands.

Conditional Use Findings

Is compatible with the desired future character of the area:

The development of Karns Meadow Park is consistent with the Jackson/Teton County Comprehensive Plan's stated goals to enhance natural features in the built environment to support the Complete Neighborhood concept.

"Karns Meadow, Flat Creek, Cache Creek, and Fish Creek are examples of important natural features that contribute to the character of developed areas. Such resources provide an opportunity to create a series of pathways and greenways that link parks and recreational amenities within a Complete Neighborhood and connect them to adjacent federally-managed lands such as the Bridger-Teton National Forest"
(2012 Comprehensive plan 3.2.f)

In addition, the proposed improvements to Karns Meadow are consistent with the following common values for growth management and quality of life. The proposed plan:

- (3.2.a) enhances the quality, desirability and integrity of Complete Neighborhoods by providing quality public space and “additional amenities” that will offer local recreation opportunities.
- (3.2.e) promotes quality public spaces in Complete Neighborhoods by improving the existing amenities at Karns Meadow to make them more accessible to people of various ages, ability and with different needs;
- (4.3.a) preserves and enhances the Stable Subarea by providing quality public space and a local park;
- (4.4.a) maintains and improves public spaces by enhancing accessibility and access and expanding the parks’ features to meet the needs to the community
- (4.4.d) enhances natural features in the built environment by linking recreational facilities to natural amenities.

Complies with the use specific standards:

Per the Town of Jackson’s Use Standards, Division 6.1, outdoor recreation uses in the Park and Open Space and Parks zone requires a conditional use permit.

Minimizes adverse visual impacts:

Karns Meadow Park amenities will be attractively designed and landscaped among the existing trees and wetland shrubs, providing a unique natural environment. Additional tree screening will be provided along Karns Meadow Drive to further shelter the park amenities.

Minimizes adverse impacts from nuisances:

The proposed improvements to Karns Meadow will adhere to several aspects of the LDRs and address concerns regarding nuisances. These include provisions for:

- a. Light: The park is restricted to day-use only. No supplementary lighting will be provided.
- b. Noise: Noise impacts from the new development are expected to be no greater than existing noise generated from traffic or other park and recreation activities.

Minimizes adverse impacts on public facilities:

The proposed amendments and enhancements pose minimal impact and strain on public facilities. Restroom facilities will require connection to the town sewer system and routine maintenance provided by Parks and Recreation. The landscaped lawn on Tract 6 will require maintenance typical of other town parks managed by Parks and Recreation.

Complies with all other relevant standards of these LDRs and all other Town Ordinances:

This project complies with the standards outlined in the Town of Jackson Land Development Regulations, Division 8.4.2 Conditional Use Permit; Division 4.2.1 Public/Semi-Public and Division 4.2.2 Park and Open Space zone intents, use standards and allowed uses.

Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals:

Approval of the Comprehensive Plan has positioned Karns Meadow to be an informal natural park, where uses such as pedestrian amenities and open space are encouraged. Previous design iterations, which did not progress to the CUP stage, proposed uses consistent with the conservation easements but were deemed too impactful on the critical habitat of Karns Meadow. The proposed additions to the park—the pathway loop, picnic shelter, restroom, and lawn area—are consistent with the evolution of the park’s uses over time and reflect the needs of the community.

Table 1: Summary of Development Standards

1. Structure Location and Mass	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park (cumulation of Individual Parcels)	Complies?
LSR	N/A	N/A	0.938	Yes
Lot Coverage (max)	N/A	N/A	0.001 (Picnic and Restroom Buildings)	Yes
Street Setback (min)	N/A	N/A	50' (Shelter to Karns Meadow Dr.)	Yes
Side Setback (min)	N/A	N/A	N/A	Yes
Rear Setback (min)	N/A	N/A	N/A	Yes
Height (max)	N/A	N/A	15' Shelter	Yes
Stories (max)	N/A	N/A	1	Yes
Stories (LO) (max)	N/A	N/A	N/A	Yes
FAR (max)	N/A	N/A	0	Yes

2. Maximum Scale of Development	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
	N/A	N/A	N/A	Yes

3. Building Design	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
	Design Review Required	Design Review Required	Restroom and Shelter plans to be submitted	Yes

4. Site Development	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
	N/A	N/A	N/A	Yes

5. Landscaping	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
	N/A	N/A	N/A	Yes

6. Fencing	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
	N/A	N/A	N/A	Yes

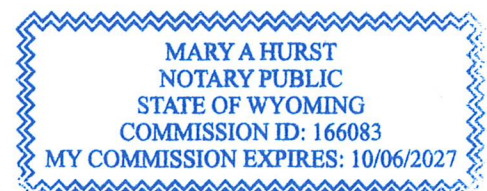
7. Environmental Standards	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
Flat Creek - South of Hansen Buffer	50' ¹	50' ¹	Varies – Pathway Exemption	Yes
Wetland Buffer	30' ¹	30' ¹	Varies – Pathway Exemption	Yes
Irrigation Ditch Setback	15'	15'	N/A	Yes
Natural Resource Overlay	EA Required	EA Required	EA Reviewed by Planning	Yes
¹ Per Town of Jackson Land Regulations, public pathways are a permitted use within stream and wetland buffers upon receipt of applicable permits (TOJ LDR Section 5.1.1.D.2.g., Buffer)				

8. Scenic Standards	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
Exterior Lighting	N/A	N/A	No exterior lighting provided	Yes

9. Scenic Standards	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
Steep Slopes	Development prohibited >25%	Development prohibited >25%	Slopes >25% avoided	Yes
Unstable Soils	No Building in Unstable Soils	No Building in Unstable Soils	USGS Soil Survey Suitable Rating	Yes
Fault Areas	Comply with Seismic Code 3, Engineering Review Required	Comply with Seismic Code 3, Engineering Review Required	Structures Will Comply	Yes
Floodplains	Comply with Ch. 15.30 Flood Damage Prevention, Municipal Code of Jackson	Comply with Ch. 15.30 Flood Damage Prevention, Municipal Code of Jackson	Structures constructed within regulatory floodway shall meet provisions of 15.130. Specifically, 15.30.160 – Non Residential Construction within Special Flood Hazard Areas	Yes
Wildland Urban Interface	Comply with Town Building Codes for WUI design standards when applicable	Comply with Town Building Codes for WUI design standards when applicable	Property not located within WUI Zone	Yes

10. Signs	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
	N/A	N/A	See narrative	Yes

11. Grading, Erosion Control, Stormwater	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
Grading	5.7.2 LDR Standards	5.7.2 LDR Standards	Will Comply and Require Staff Review During Development Plan	Yes
Erosion Control	5.7.3 LDR Standards	5.7.3 LDR Standards	Will Comply and Require Staff Review During Development Plan	Yes
Stormwater Management	5.7.4 LDR Standards	5.7.4 LDR Standards	Will Comply and Require Staff Review During Development Plan	Yes



PID	Owner	Lot, Subdivision
22-41-16-33-2-00-031	Town of Jackson	PT SE1/4NW1/4, SEC 33, TWP 41, RNG 116.
22-41-16-33-1-00-033	Town of Jackson	T. W1/2NE1/4 & PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 2 (T-46D)
22-41-16-33-1-00-035	Town of Jackson	PT. W1/2NE1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 4 (T-46D)
22-41-16-33-1-00-034	Town of Jackson	PT. SW1/4NE1/4, PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 3 (T-46D)
22-41-16-33-2-00-026	Town of Jackson	PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 1 (T-46D)
22-41-16-33-2-00-011	Town of Jackson	PT. SE1/4NW1/4 & PT. NE1/4SW1/4 SEC. 33, TWP. 41, RNG. 116 (WELL #5)
22-41-16-33-2-00-028	Town of Jackson	PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116 KARNs MEADOW TRACT 5 (T-46D)

Town of Jackson

PO Box 1687

Jackson WY 83001

307-733-3932



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 8/13/2024

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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

Being duly sworn, deposes and says that Jackson Hole Land Trust is the owner in fee of the premises located at: _____
Name of legal property owner as listed on deed

Address of Premises: PID 22-41-16-33-2-00-027 Karns Meadow Park, Karns Meadow Dr. Jackson WY

Legal Description: PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116, Parcel 22-41-16-33-2-00-027

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Teton County Parks and Recreation

Mailing address of Applicant/agent: PO 811, Jackson WY 83001

Email address of Applicant/agent: mmoran@tetoncountywy.gov

Phone Number of Applicant/agent: 307-733-5056

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

☐ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ Home Occupation ☐ Other (describe) **Conditional Use Permit**

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

PRESIDENT

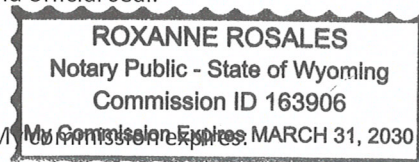
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
) SS.

COUNTY OF DeKalb

The foregoing instrument was acknowledged before me by Max Ludington this 13 day of August 2024. WITNESS my hand and official seal.

Notary Public





- Tract 6 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Special events
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Sports such as soccer, rugby, softball, touch football, volleyball, and horseshoes.
 - Non-commercial landing of non-motorized hang gliders and paragliders.
 - Water well
 - Bathroom facilities and picnic shelter.
 - Maintenance activities

- Tract 2 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Equestrian pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Bridge over Flat Creek
 - 2-Person Fishing Platform
 - Maintenance activities

- Tract 4 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Water well
 - Bathroom facilities and picnic shelter.
 - Maintenance activities
 - Public drive (Karns Meadow Drive)
 - Equestrian pathway <10'
 - Parking lot
 - Stormwater treatment plant
 - Residential development- three single-family residential lots, one guest apartment, attached or detached garage, utilities, and a driveway. Neighborhood Low Density -1 (NL-1).

- Tract 5 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Special events
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Equestrian pathway <10'
 - Water well
 - Maintenance activities
 - Parking lot or parking garage
 - A public bus stop
 - Snow storage -NOT permitted after the development of the real property to the west.

- Tract 1 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific study and educational use
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Equestrian pathway <10'
 - Water well
 - Maintenance activities
 - Bridge over Flat Creek
 - Wooden platform to allow access to Flat Creek
 - Solar panels

- Tract 3 Allowed Uses:**
- Natural Park
 - Plantings, chemical use, removal of vegetation, & habitat improvements
 - Use of vehicles for maintenance purposes
 - Scientific & educational
 - Commercial photography
 - Paved bicycle, pedestrian & XC ski pathway <10'
 - Equestrian pathway <10'
 - Downcast lighting on pathway
 - Informal recreational uses.
 - Unlighted, wooden signs
 - Maintenance activities



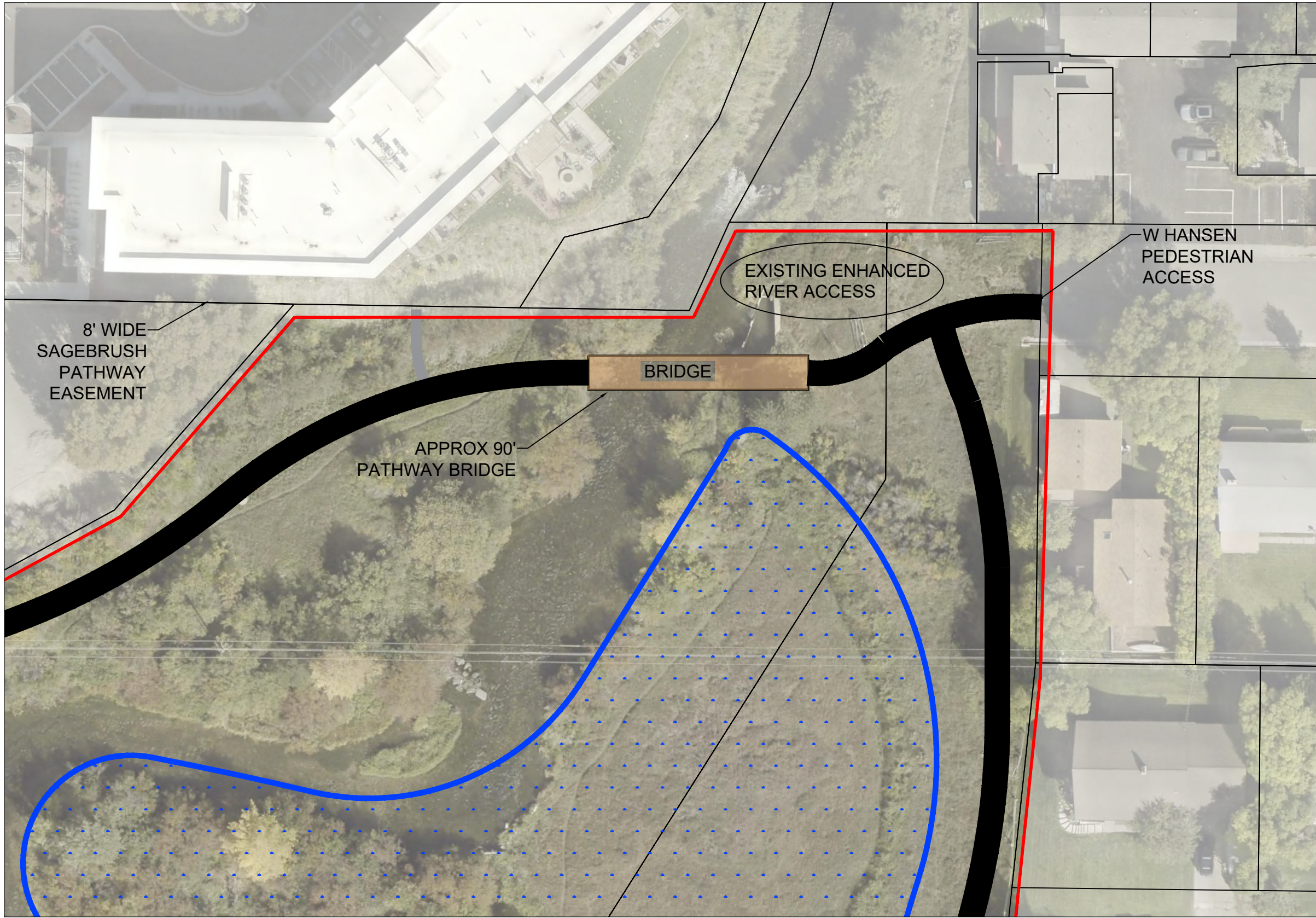
Karns Meadow Management and Use Recommendations

1. Karns Meadow Park will adhere to the winter closure dates outlined in the [Greater Snow King Winter Closure](#) - All human activity is prevented from December 1st until April 30th.
2. Karns Meadow Park shall be considered open from dawn to dusk. No park lighting is provided.
3. Per the town ordinance, dogs are not permitted in the park with the exception of the paved concrete sidewalk along the south, along Snow King Ave. Signs shall be posted at all pedestrian access points indicating no dogs allowed citing town ordinance.
4. A park regulations and restrictions sign shall be placed within the park adjacent to the facility restroom.
5. Per WYG&F Recommendations, construction season will be closed from December 1st – June 30th for parcels 1,2,3, and 4 in observance of the winter closure and to minimize aquatic impacts. Parcels 5 & 6, shall have a construction season that is closed from December 1st – April 30th.
6. Equestrian use is allowed on the property, however no specific dedicated improvements shall be made for the use. No horse trailer parking is developed due to the proximity of the fairgrounds parking.
7. Paraglider landing is permitted in the park within Tract 5 (delineated by the red x).
8. Fishing and floating in flat creek is permitted per Wyoming Game and Fish regulations. No specific fishing access improvements shall be made. River access improvements shall be maintained in the northeast corner of the parcel, and are proposed to be added on the west side of the creek as identified by the ellipse.
9. The CUP application shall identify locations for benches and trash receptacles (bear proof) throughout the site as appropriate. No trash receptacles will be installed along or adjacent to the pathway.

10. Access road to Town of Jackson infrastructure (on parcel 1 and 5) shall be gated and locked at Karns Meadow Drive to prevent public parking and/or public vehicle access within the park. No parking for Park access signs shall be installed at the northeast trail access.
11. Picnic shelter shall be for drop in use only (no exclusive reservations). The shelter shall accommodate a maximum of two picnic tables.
12. The Mercer Cabin shall be removed from the Karns Meadow property.
13. Special event use on parcel 5 and 6 shall remain in place as outlined within the conservation easement. Special events are limited in number and are required to be approved as a special event by the Jackson Town Council.
14. All vegetation on site shall be managed with a balance of ecological value and public safety. P&R shall maintain vegetation along trails, sidewalks, pathways and other public use areas per the standards of Crime Prevention through Environmental Design (CPTED) and International Society of Arboriculture (ISA).
15. Parks and Recreation shall evaluate opportunities to utilize existing water rights to irrigate and sustain Cottonwood development and/or mitigation, as well as a source for grass/lawn irrigation.
16. P&R shall continue to work with Teton County Weed and Pest to maintain and evaluate opportunities to enhance the noxious weed program for the entire park.
17. Overnight camping, parking and general use shall remain prohibited.
18. P&R reserves the right to temporarily close or restrict trail and/or meadow access due to sensitive ecological activity. Such closers shall be discussed and approved by the Town of Jackson Town Manager.
19. Town of Jackson Public Works Department shall have priority access to parcels 1 & 4 for routine and capital maintenance of water system, thaw well, photovoltaic, stormwater and treatment wetland infrastructure. Town of Jackson Public Works Department shall also have priority access to the entire parcel for critical winter ice management for public safety and the protection of public and private infrastructure.



1 Karns Meadow Drive Proposed Park Amenities
2.0 1:500 SCALE

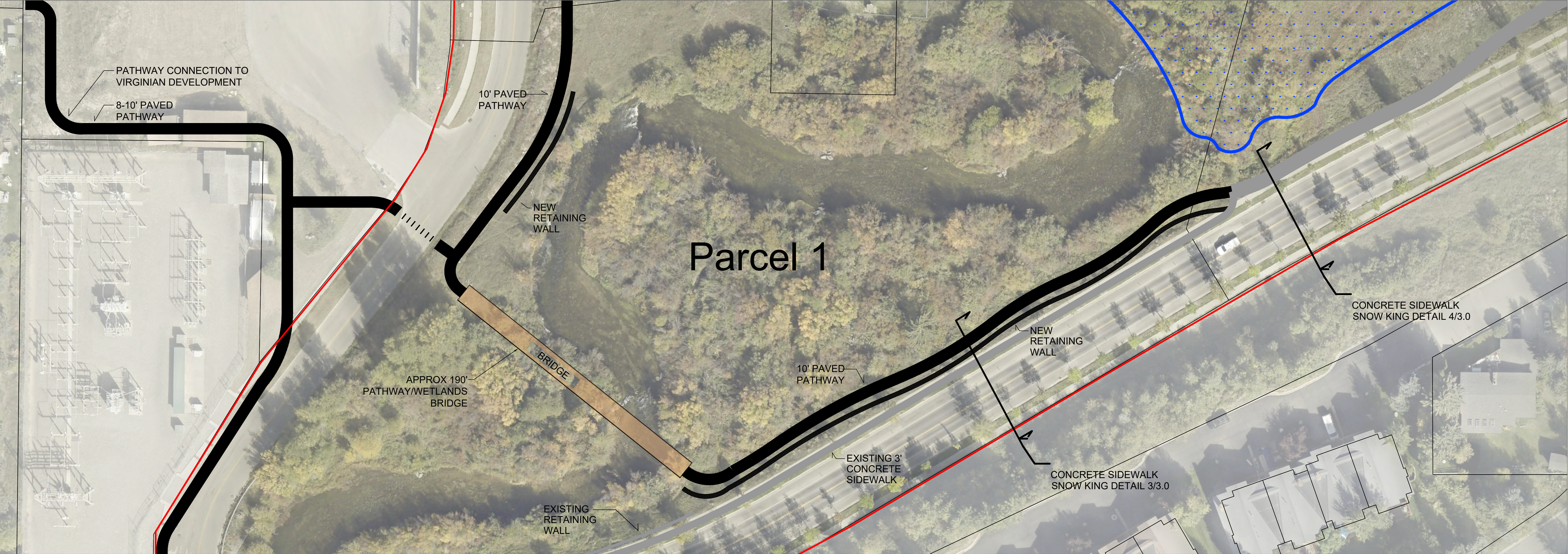


2 Karns Meadow Tract 2 Bridge
3.0 1:500 SCALE



3 TRACT 2 BRIDGE OPTION
2.0 NOT TO SCALE

Project Title: Karns Meadow V3 Development Plan	Address: 690 W Snow King Ave, Jackson, WY 83001	Date: 7/29/24	Scale: See Detail	Sheet #: 2 of 4	 Teton County • Jackson PARKS & RECREATION Join In The Fun!	2.0
Drawn By: MSM		Version:				
Drawing Title: Layout Plan		Checked By: SA	v3			



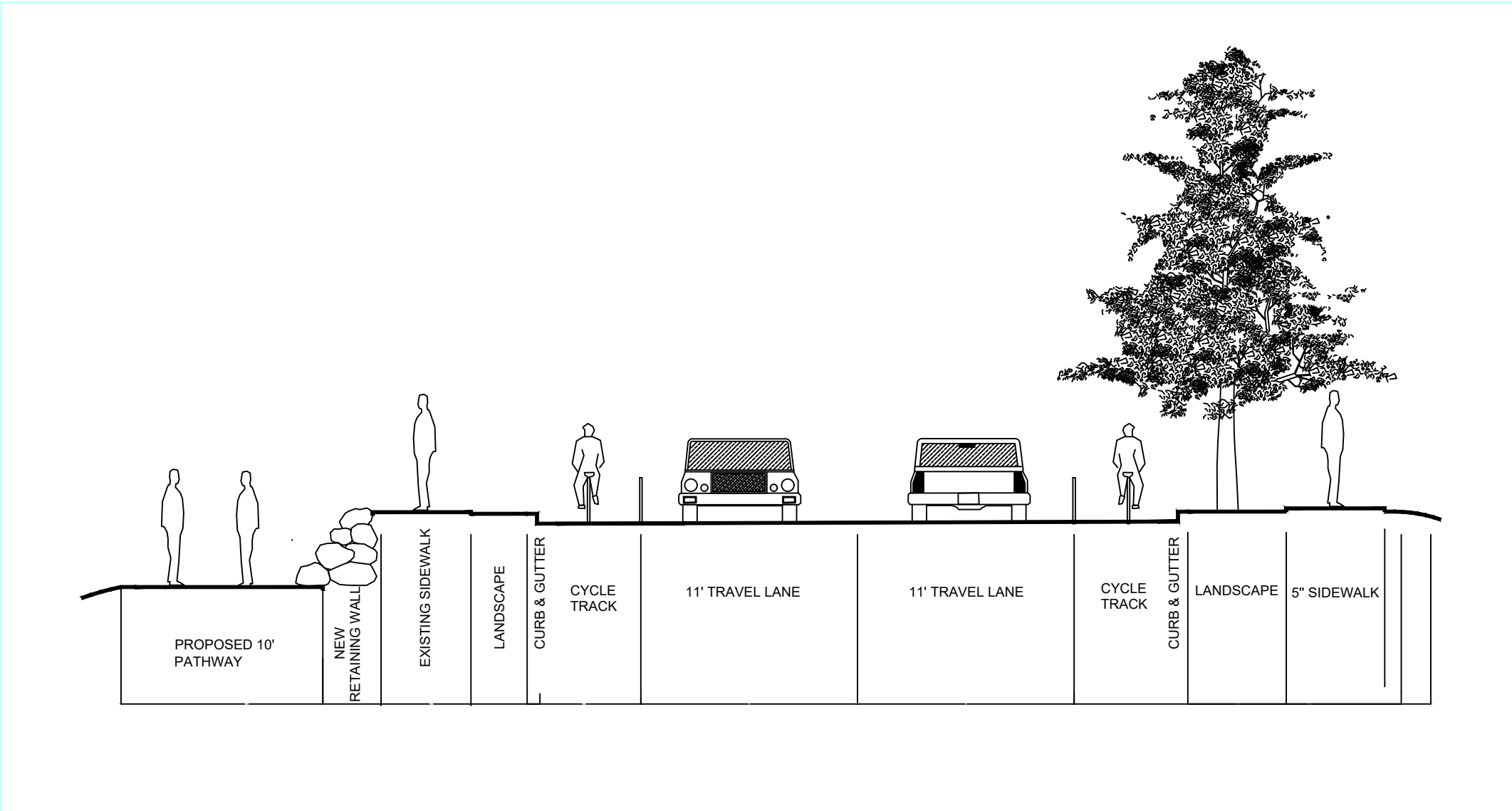
1
3.0

SNOW KING CONCEPT DETAIL B
1:400 SCALE



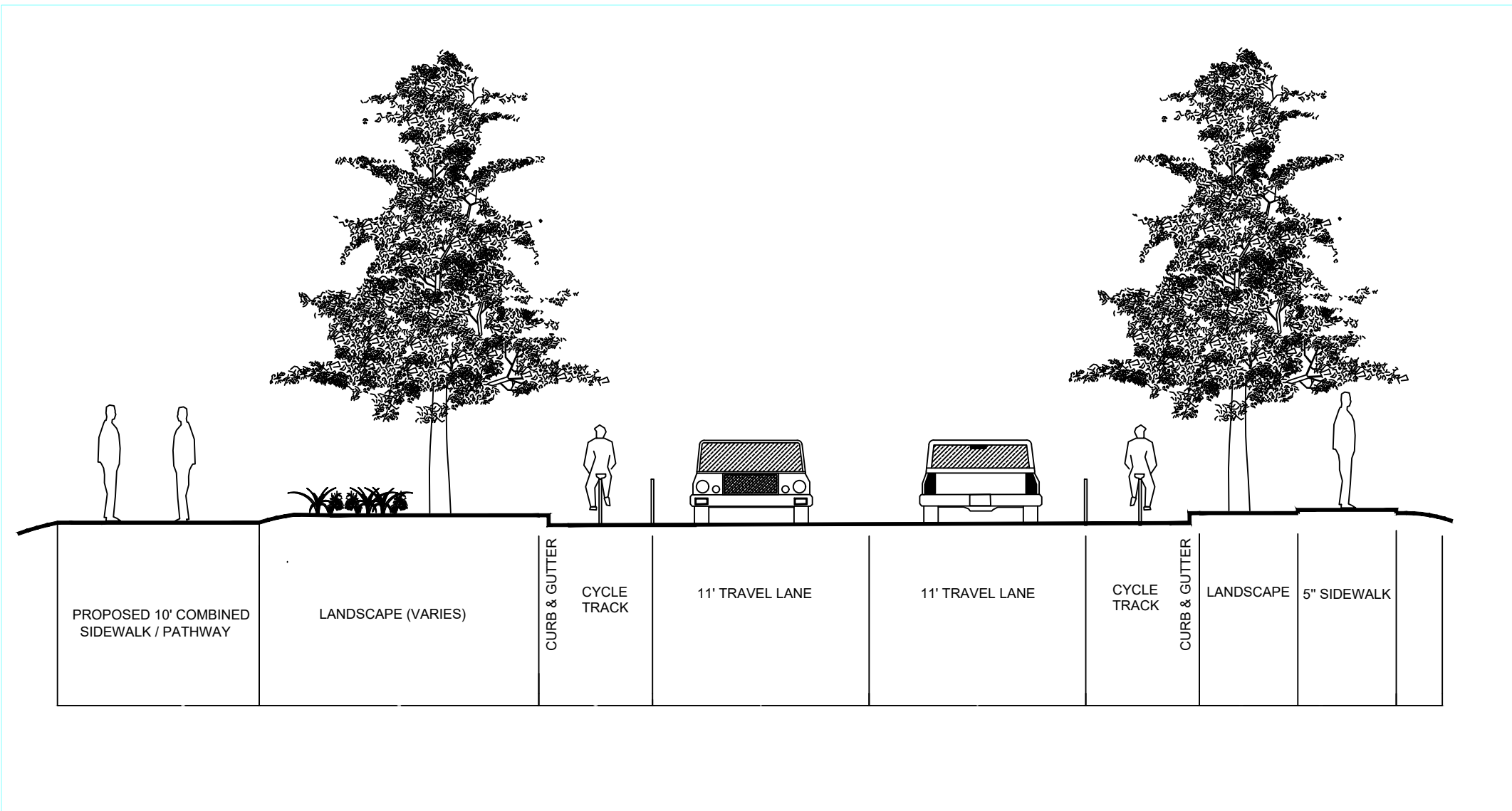
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TRACT 1 BRIDGE OPTION
NOT TO SCALE



3
3.0

SNOW KING AVE SECTION LOOKING EAST
NOT TO SCALE



4
3.0

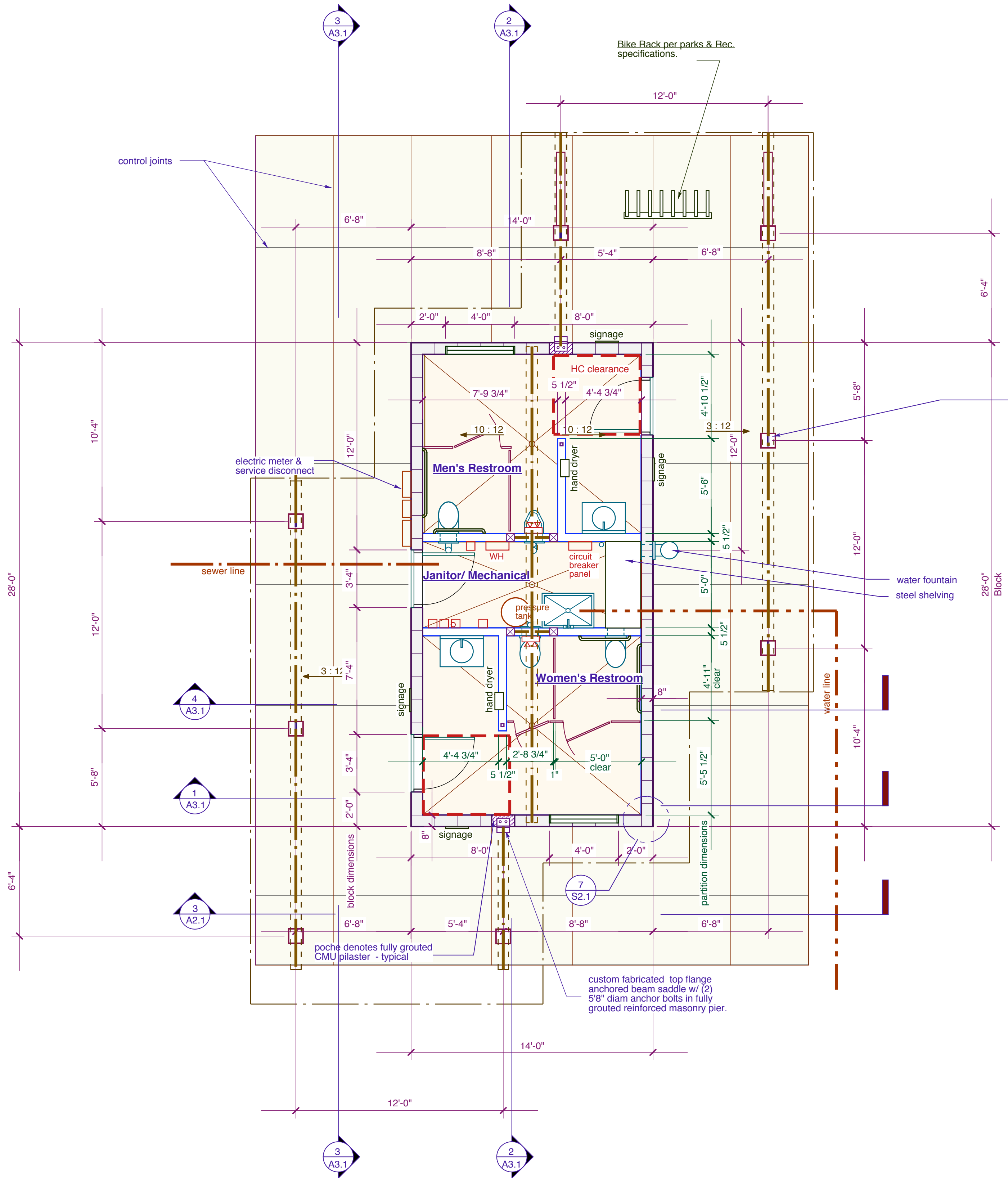
SNOW KING AVE SECTION LOOKING EAST
NOT TO SCALE

Project Title: Karns Meadow V3 Development Plan	Address: 690 W Snow King Ave, Jackson, WY 83001	Date: 7/29/24	Scale: See Detail	Sheet #: 3 of 4	Teton County • Jackson PARKS & RECREATION Join In The Fun!	3.0
Drawing Title: Layout Plan		Drawn By: MSM	Version: v3			
		Checked By: SA				



3 **PARK RESTROOM FACILITY**
3.0 FOOTPRINT: 14' x 28'
 HEIGHT: 18'
 AMENITIES: DOUBLE STALL MALE & FEMALE RESTROOM,
 MAINTENANCE CLOSET, DRINKING FOUNTAIN,

3 **PARK SHELTER**
3.0 FOOTPRINT: 10' x 18'
 HEIGHT: 15'
 AMENITIES: (2) PICNIC TABLES, WILDLIFE TRASH
 RECEPTACLE



Owner Approval Status: _____
Phase: _____ Date: _____

Signature: _____

Issue dates prior to full release: _____
date: _____ issued to: _____ restrictions: _____

Release Status of this drawing:
The Release Status of this drawing is indicated by the statement following the lowermost box in which a mark has been placed.
☐ Progress Print. No part of this drawing is released for construction purposes.
by: _____ date: _____
☐ Partial Release. Only to the extent noted hereon, parts of the drawing are released for only the purposes listed above or below.
by: _____ date: _____
☐ Full Release. This drawing is hereby fully released for the purpose of construction of this project only.
by: _____ date: _____

Revisions after full or partial release:
Mark: _____ issued to: _____ restrictions: _____

2 Stall Restroom Prototype

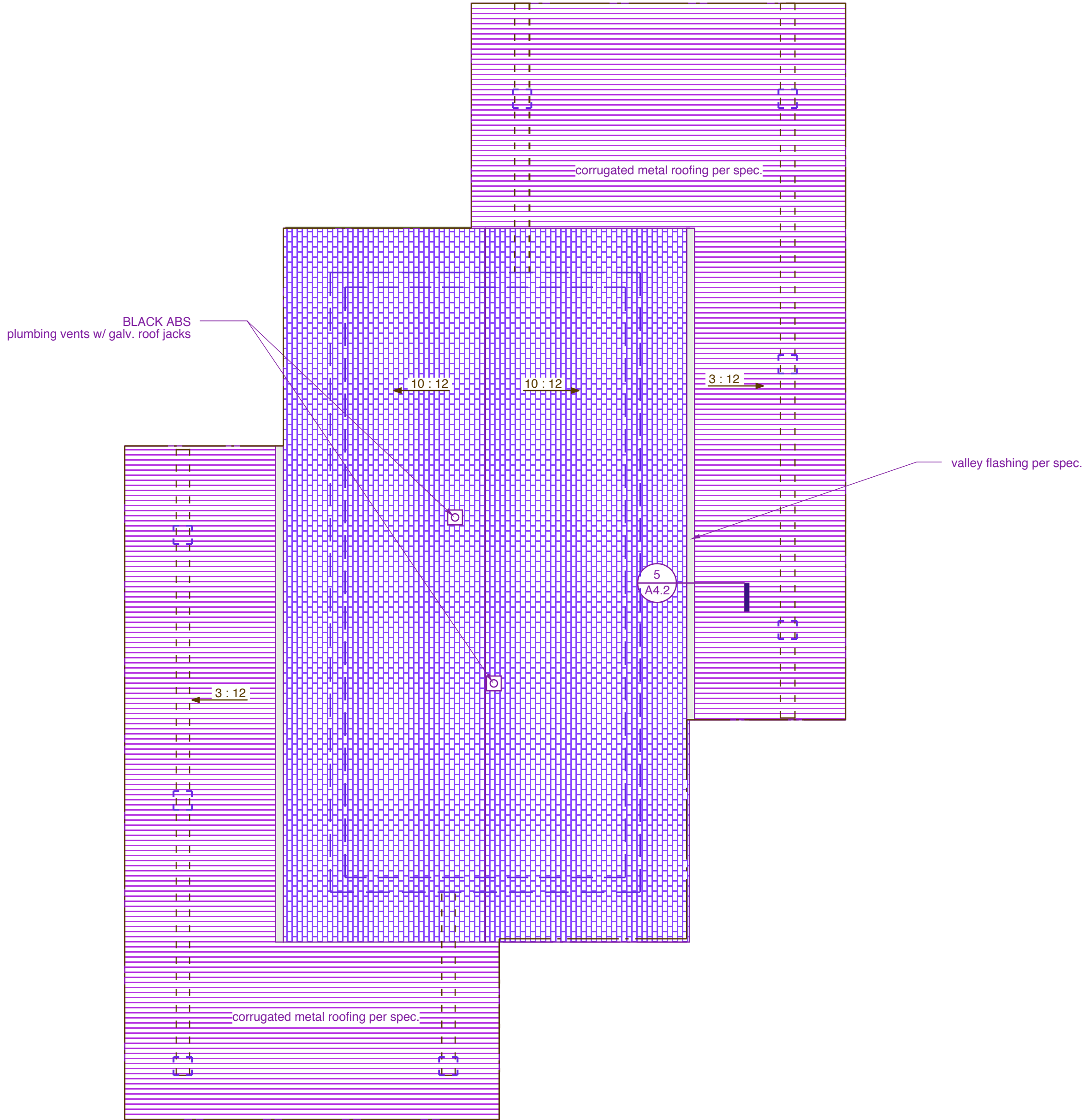
Floor Plan

HandsOn Design
P.O. Box 956 Wilson, WY 83014
(307) 732-1645, ph 732-1646 fax
handson@onewest.net

Issue date: 1/4/08

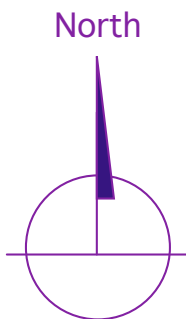
Dwg.no. **A1.1**

Note:
HandsOn Design architectural drawings represent design intent only. Refer to individual structural drawings for beam sizes, connection details, foundation reinf., etc. Refer to individual Site Plans for orientation, paving, signage etc.



Roofing Notes

1. Typical underlayment = 30 lb roofing felt.
2. Provide 3'-0" ice & water shield @ ridge & valleys, and 3'-0" up from eaves - typical.
3. Provide galvanized roof jack @ plumbing vent penetrations & cover seams w/ 6" min. ice & water shield covering.
4. Provide painted valley flashing per spec to match corrugated roofing & siding, as well as inside & outside corner flashings at siding corners and endwall connections.
5. Provide painted roof edge & endwall flashings to match corrugated roofing & siding at canopy shed roof per spec.



1

Roof Plan - Restroom Structure
1/4" = 1'-0"

Note:

HandsOn Design architectural drawings represent design intent only. Refer to individual structural drawings for beam sizes, connection details, foundation reinf., etc. Refer to individual Site Plans for orientation, paving, signage etc.

Owner Approval Status: _____
Phase: _____ Date: _____

Signature: _____

Issue dates prior to full release: _____

date: _____ issued to: _____ restrictions: _____

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by: _____ date: _____

☐ Full Release: This drawing is hereby fully released for the purpose of construction or this project only.

by: _____ date: _____

Revisions after full or partial release:

Mark: _____ issued to: _____ restrictions: _____



2 Stall Restroom Prototype

Roof Plan

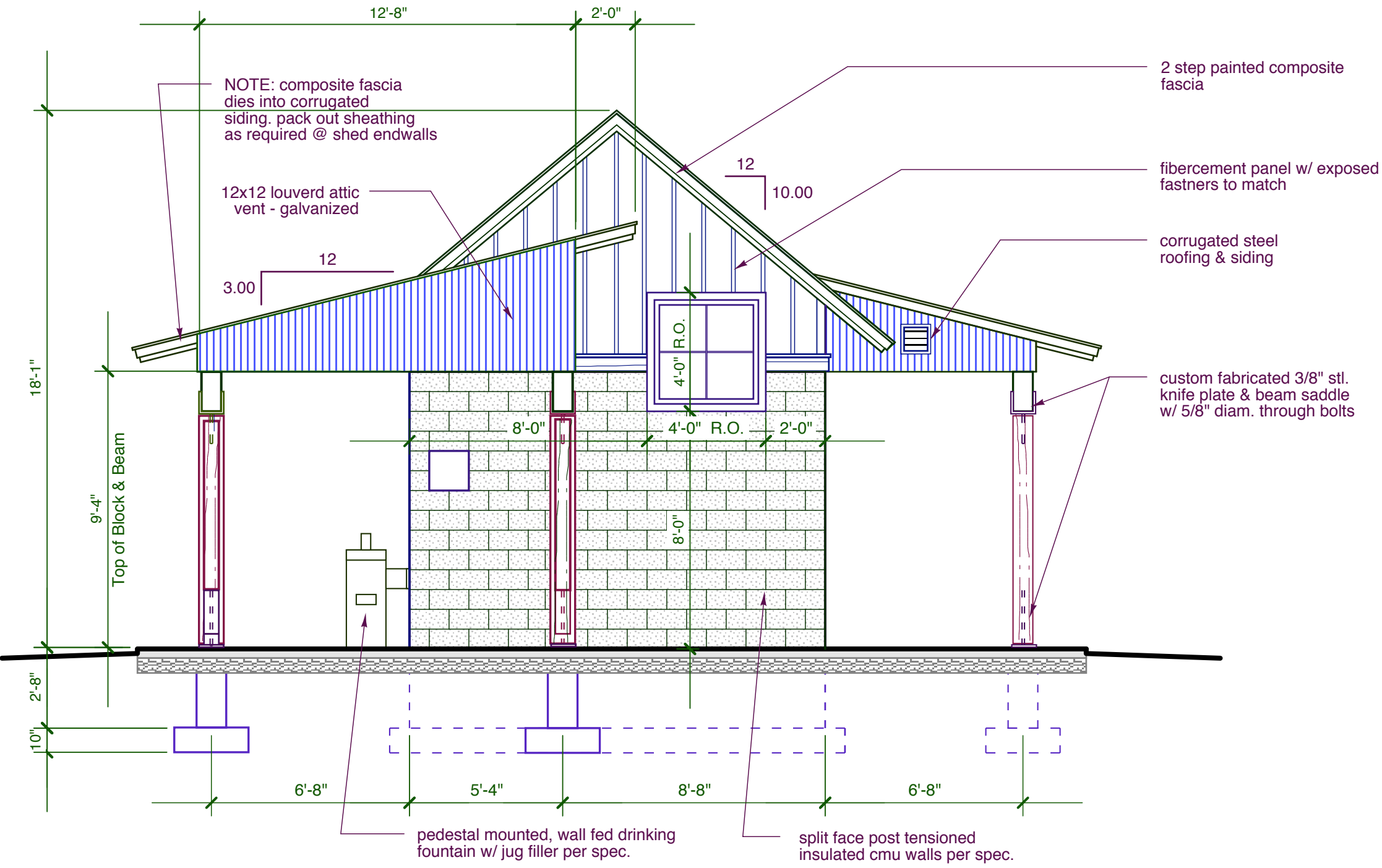
HandsOn Design

P.O. Box 956, Wilson, WY, 83014
(307) 732-1645, ph 732-1646 fax.
handson@onewest.net

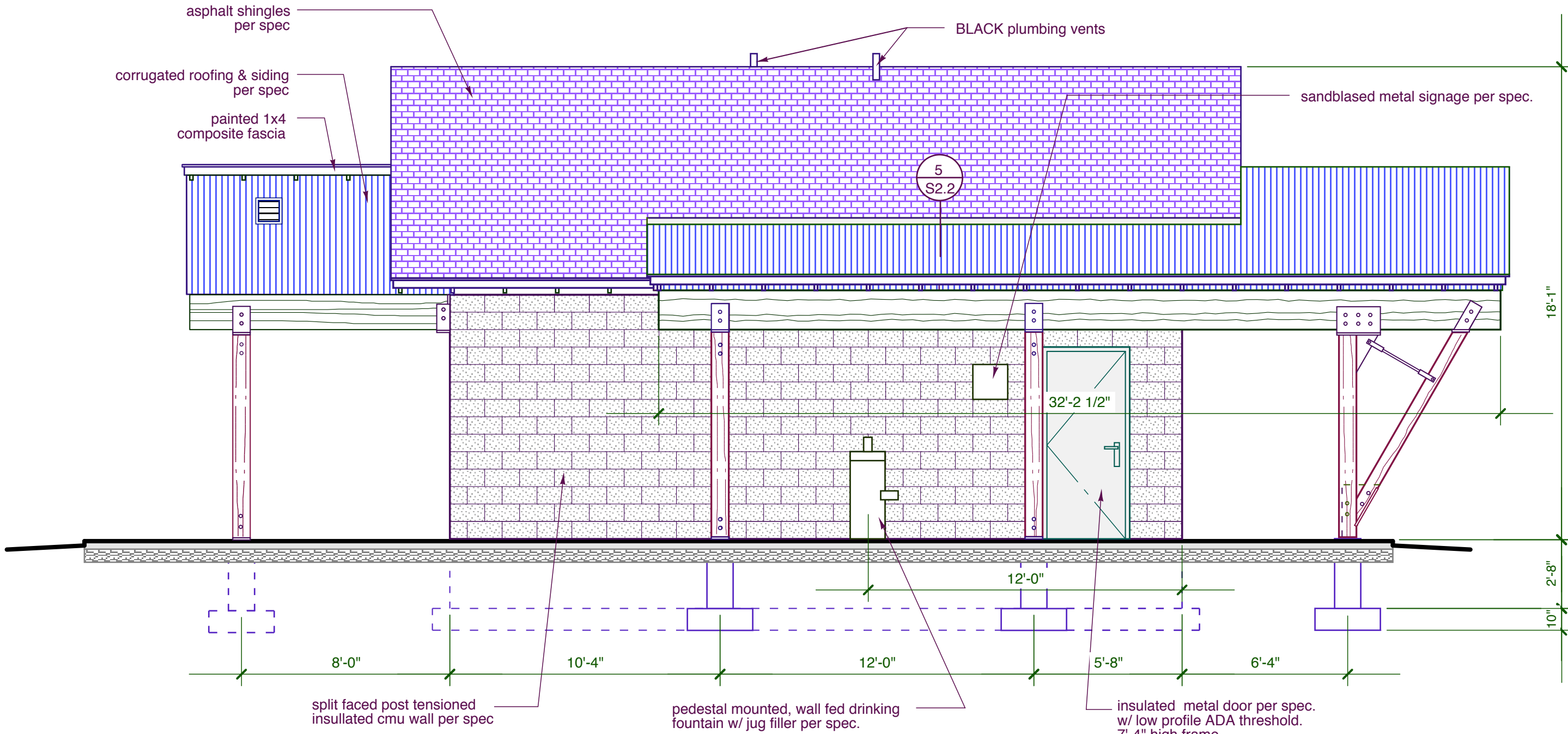
Issue date: 1/4/08

Dwg.no.

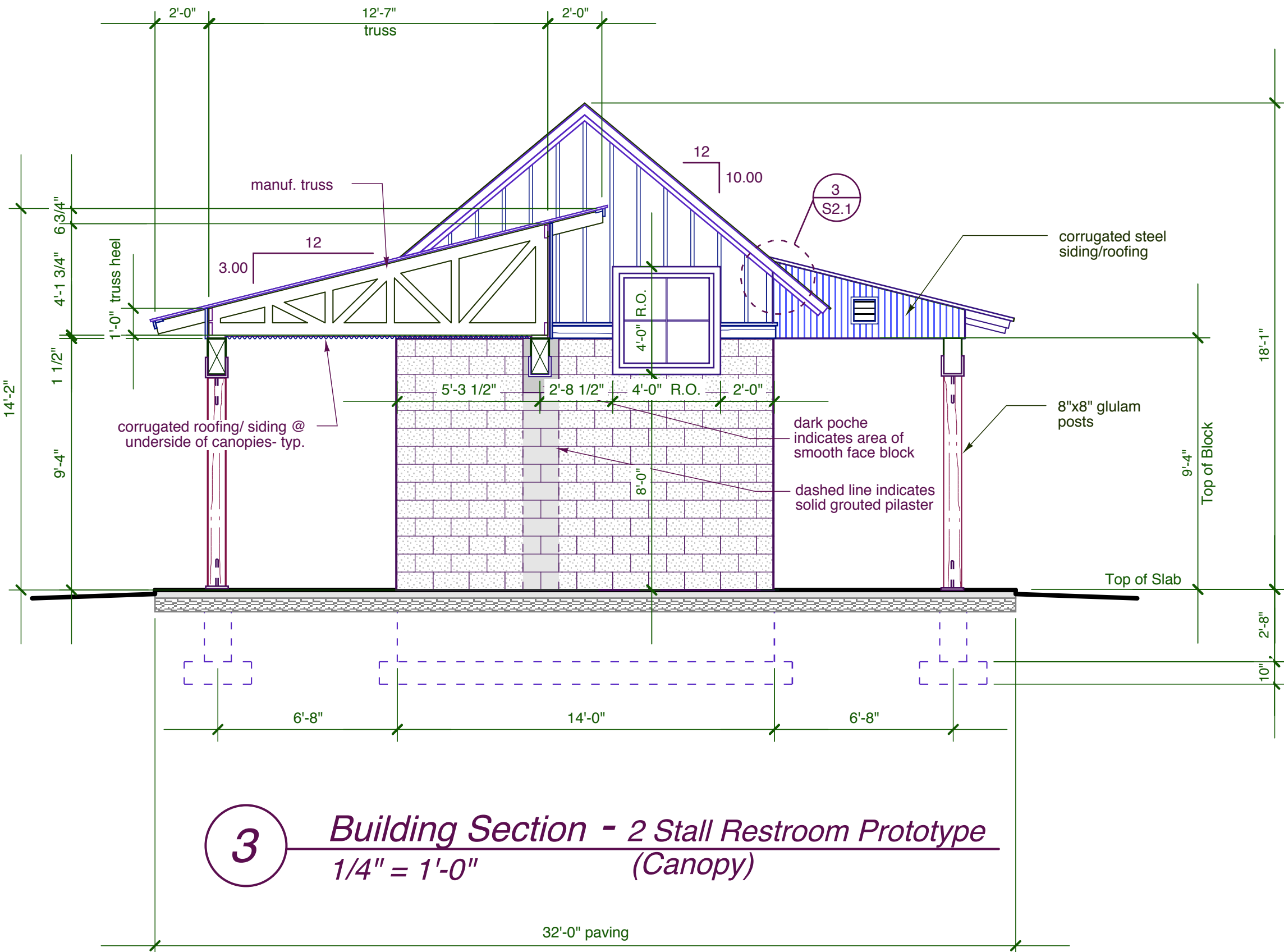
A1.2



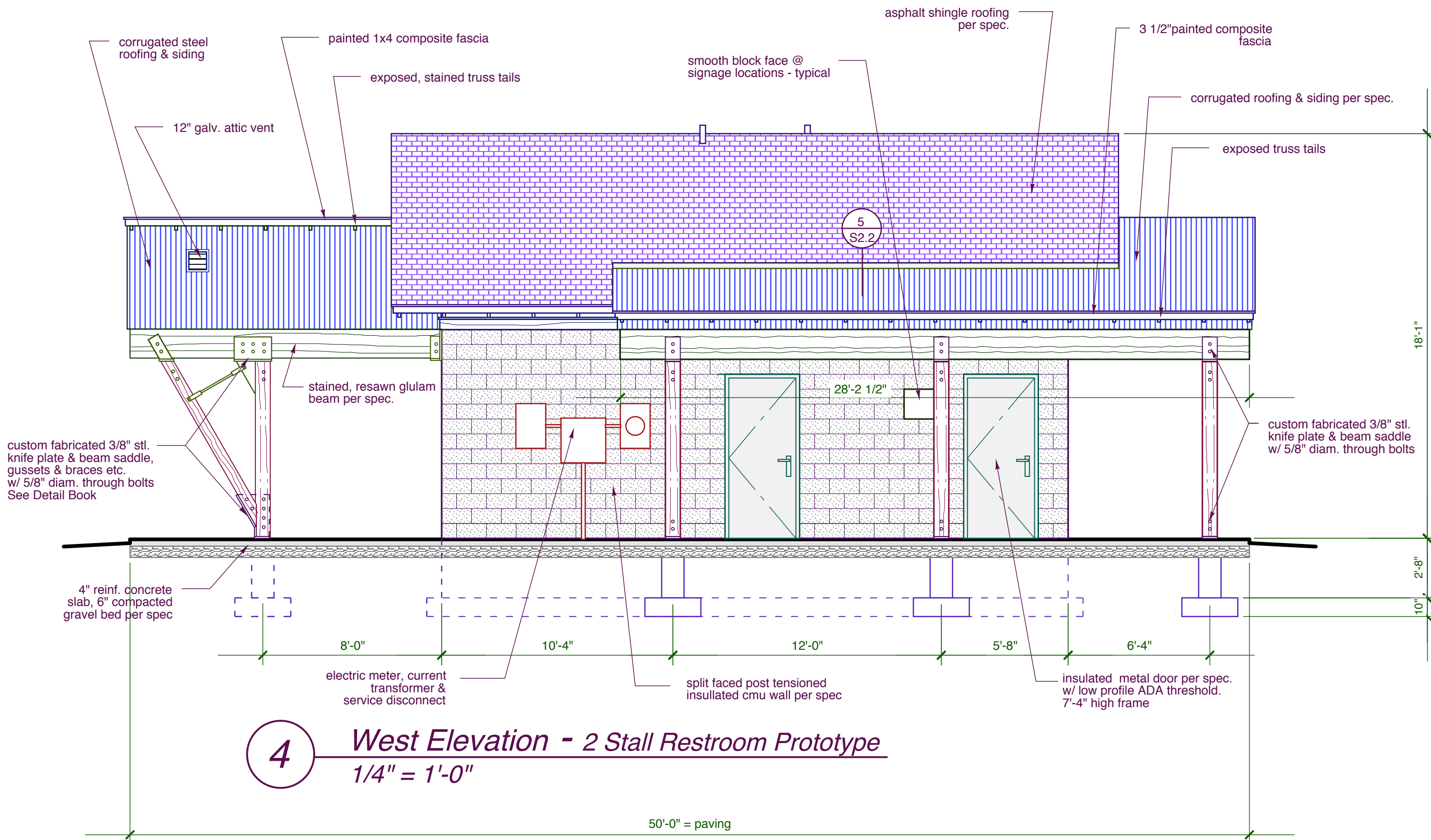
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1/4" = 1'-0"



2 East Elevation - 2 Stall Restroom Prototype
1/4" = 1'-0"



3 Building Section - 2 Stall Restroom Prototype
1/4" = 1'-0"



4 West Elevation - 2 Stall Restroom Prototype
1/4" = 1'-0"

Owner Approval Status:
Phase: _____ Date: _____

Signature: _____

Issue dates prior to full release:
date: _____ issued to: _____ restrictions: _____

Release Status of this drawing:
The Release Status of this drawing is indicated by the statement following the lowermost box in which a mark has been placed.

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2 Stall Restroom Prototype

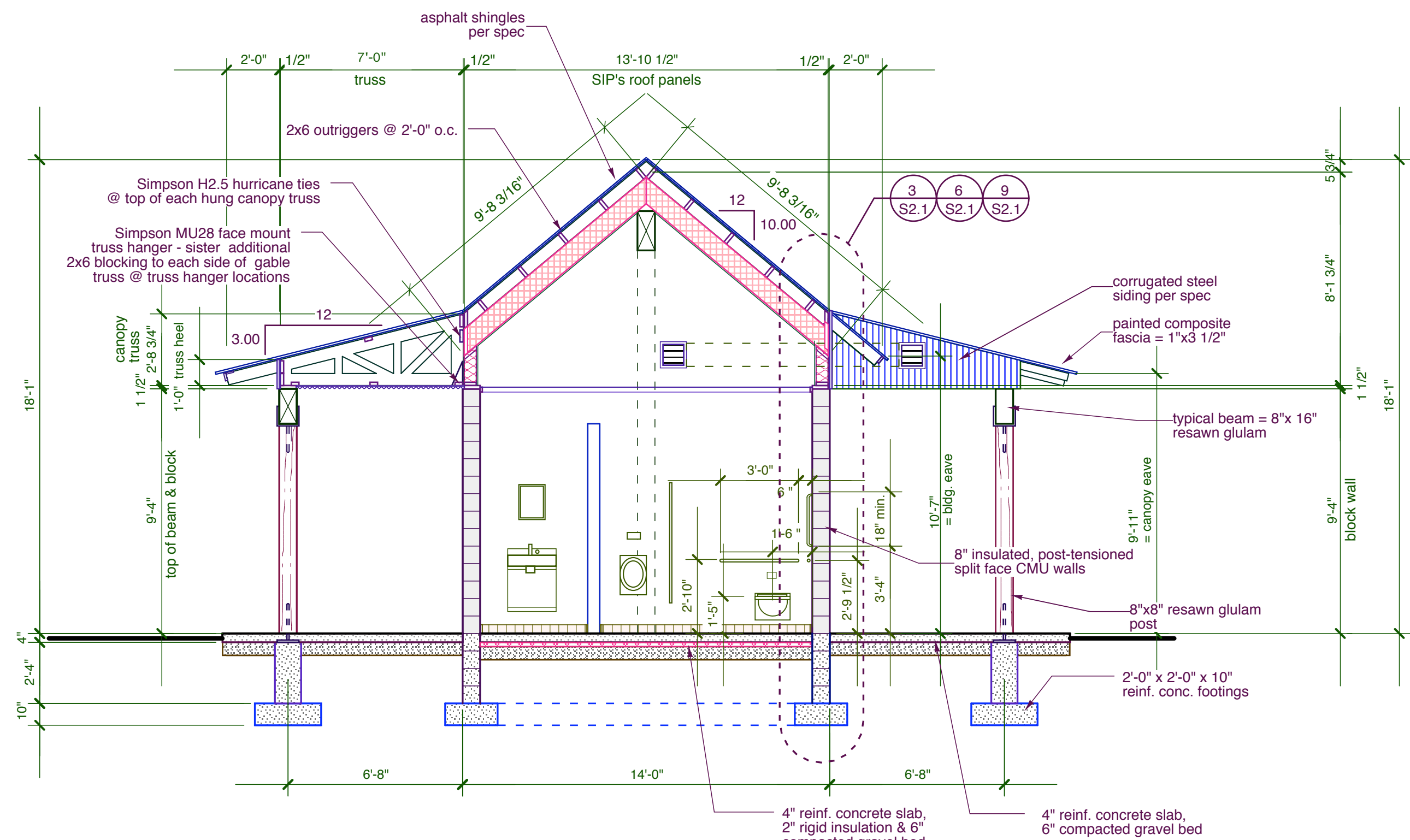
Elevations

HandsOn Design

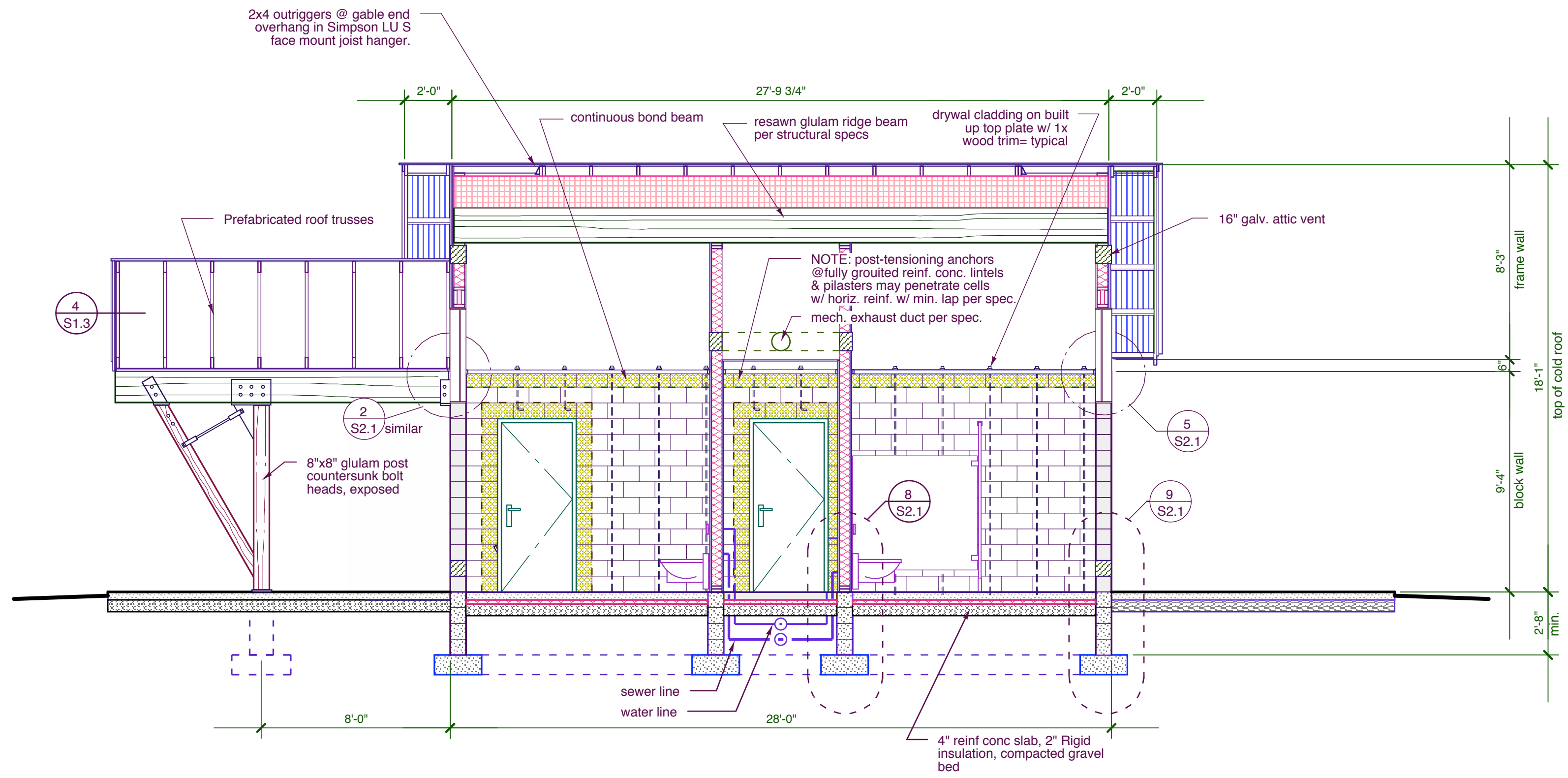
P.O. Box 956 Wilson, WY 83014
(307) 732-1645, ph 732-1646 fax
handson@onewest.net

Issue date: 1/4/08

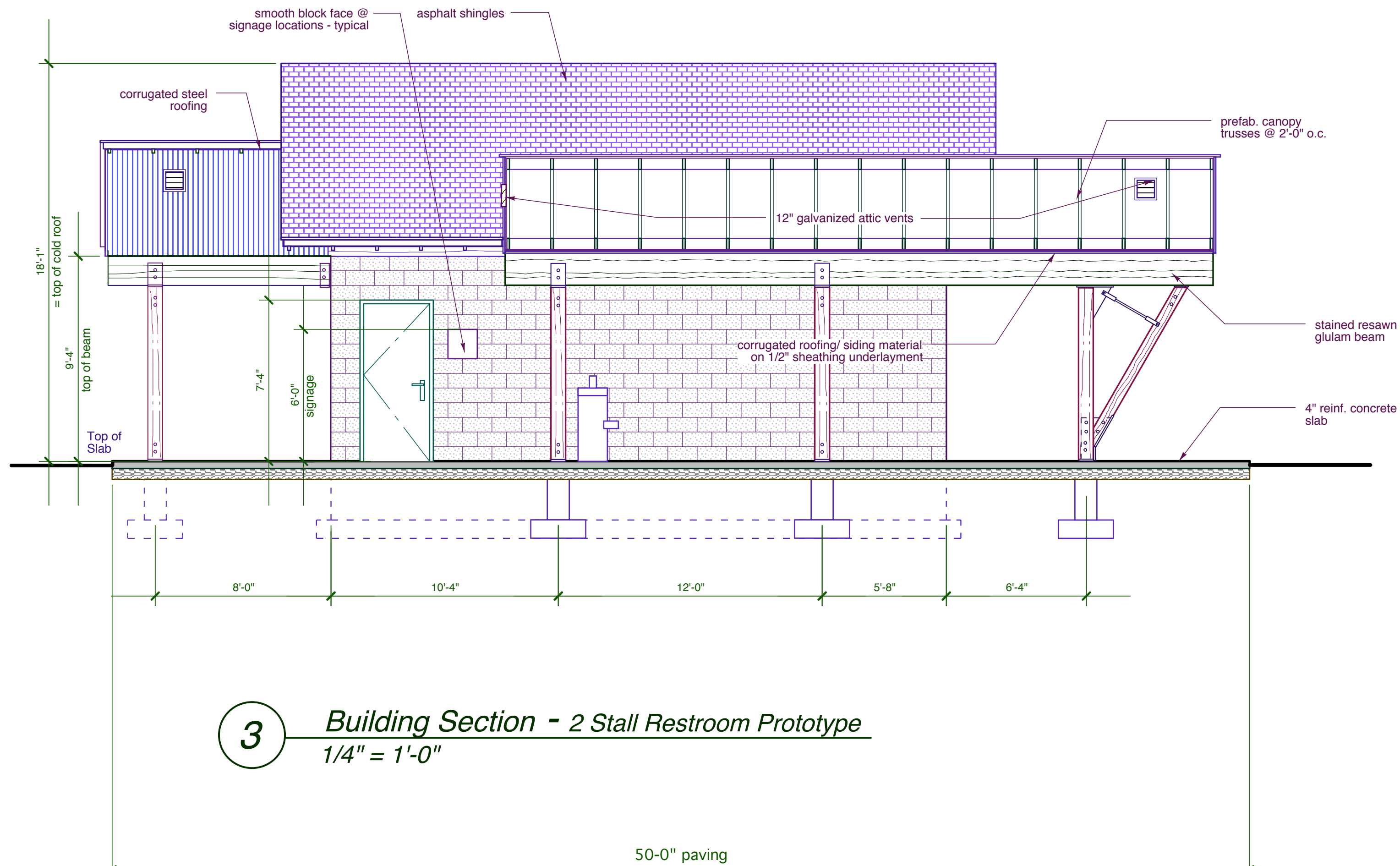
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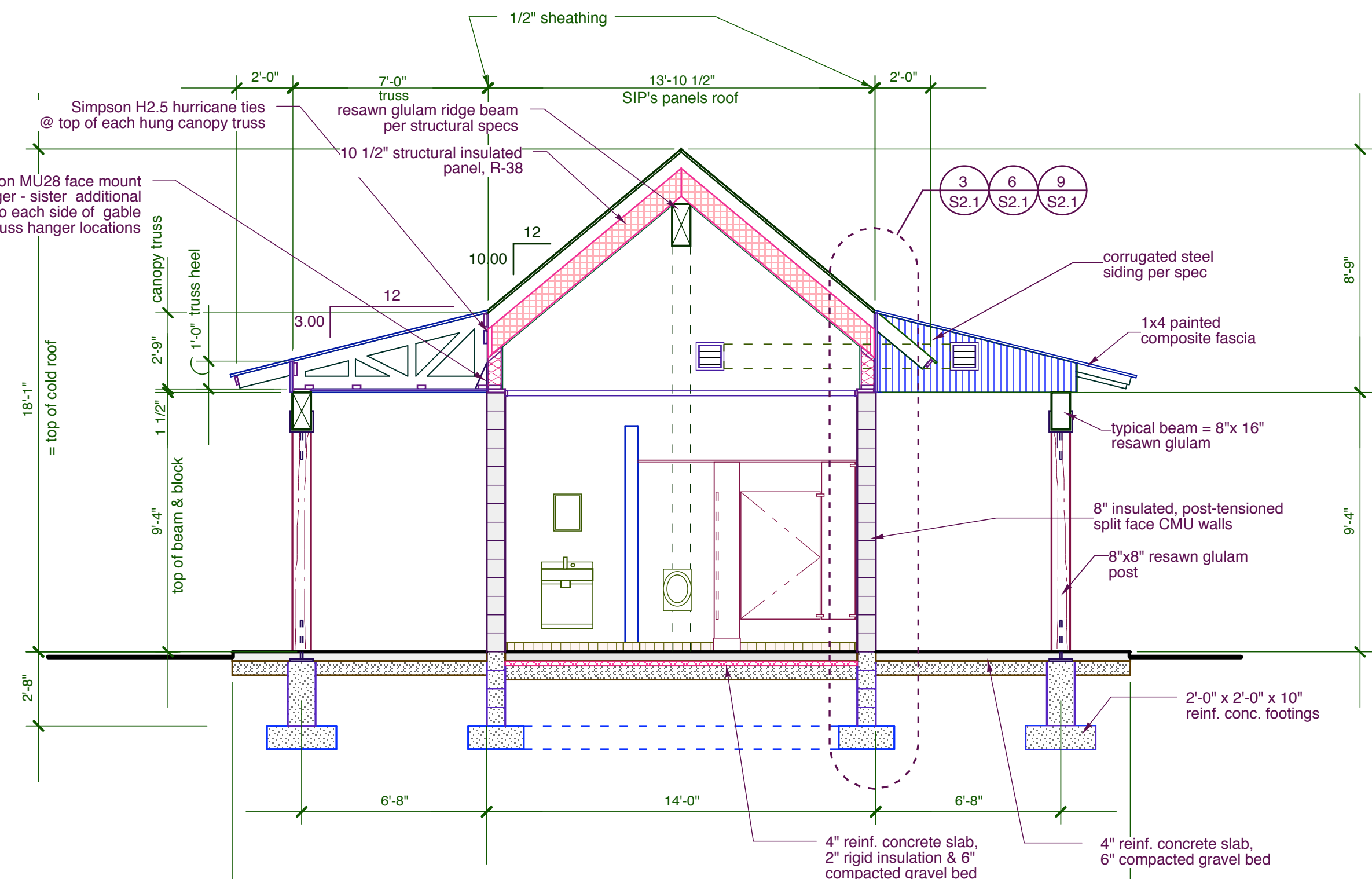
1 Building Section - 2 Stall Restroom Prototype
1/4" = 1'-0" showing typical fixture locations



2 Building Section - 2 Stall Restroom Prototype
1/4" = 1'-0"



3 Building Section - 2 Stall Restroom Prototype
1/4" = 1'-0"



4 Building Section - 2 Stall Restroom Prototype
1/4" = 1'-0"

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2 Stall Restroom Prototype

Building Sections

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Issue date: 1/4/08

Dwg. no. **A3.1**

Karns Meadow EA Addendum: Path, Parking, Restrooms & Picnic Pavilion Development Impacts

Town of Jackson

Jackson, WY



July 11, 2024

Prepared for:

Town of Jackson

Attn: Steve Ashworth, Director

Teton County/ Jackson Parks and Recreation Department

Prepared By:

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INTRODUCTION

This Development Impacts document is an Addendum to the 2019 Karns Meadow Environmental Analysis (EA) (EcoConnect, 2019; Submitted P23-006). There is an assumption that the reader has thoroughly reviewed the 2019 Karns EA document in full. The EA provides an overview of past Town and County documents. These documents encourage wise and careful planning and decision making as it pertains to development in and around Karns Meadow. From the Karns Meadow Baseline Report (Segerstrom & Dittmar, 2003), an integral component of the Karns Meadow conservation easement agreements (hereafter “CE” or “CEs”), to the Jackson/ Teton County Comprehensive Plan (2012 and 2020) to the Teton County Wildlife Crossings Master Plan (Huijser, et al., 2018) to the Karns Meadow Environmental Analysis (2019), to the Flat Creek Watershed Management Plan (Teton Conservation District, 2019) one message rings clear through two decades of documents:

Karns Meadow is a unique property within the Town of Jackson, plays an important ecological role, not only on the property but also in the Flat Creek drainage, and development decisions made for the property may have negative impacts and/or implications with a reach beyond the property boundary.

The unique planning challenge associated with this property is that any development must be done in a careful and methodical manner as to not unintentionally overstep an ecological threshold; significantly and/ or irreversibly damaging the property’s ecological function and conservation values through the implementation of allowable uses.

It is within this context that the following proposed development was considered. Location and use variables such as location on the property, direct impact on vegetation cover types, fragmentation and core habitat, wetland buffers and functionality, habitat connectivity, time of day and seasonal use and lighting were considered.

As stated in the 2019 Karns Meadow EA:

One of the critical questions for the management of Karns Meadow is: what is the threshold of use and development that pushes this ecological system to a decreased level of function where wildlife species are no longer able to find suitable habitat? Thresholds of human use/ activity and impacts from development on natural systems are difficult to assess and include a variety of variables working in concert, or discordance, with each other. The temporal pace of human development is much faster than that of ecological adaptation and recovery. The unique location of Karns Meadow surrounded by human development makes the determination of these thresholds even more difficult (EcoConnect, 2019).

MINIMIZING IMPACTS

The proposed development addressed below is a version of the development option sketched in the Karns Meadow Jackson Hole Land Trust Conservation Easement documents (JHLT 2003-2009). The proposed development is intended to minimize impacts while maintaining the conservation easements’ values and enacting some of the conservation easements’ allowable uses.

This proposed development was considered within the context of limiting impacts to natural resources and ecological systems within the Town of Jackson’s Natural Resources Overlay. The Town of Jackson’s Land Development Regulations Section 5.2.1.E. Impacting the NRO (Town LDRs v. Jan 31, 2024) directs that

“the location of the proposed development shall minimize impacts on the areas protected (e.g., crucial migration routes, crucial winter range, nesting areas). For the

purposes of this standard, "minimize" is defined as locating development to avoid higher quality habitats or vegetative cover types for lesser quality habitats or vegetative cover types. Only when avoidance is not practicable due to significant topographical constraints related to the property, may higher quality habitats or vegetative cover types be impacted." (Section 5.2.1.E. Impacting the NRO)

Furthermore, the Town of Jackson's Land Development Regulations Section 5.2.1.D. Applicability of NRO Standards, states that

"in addition to all other standards required by these LDRs, all physical development, use, development options and subdivision within the NRO shall comply with all standards of this section, unless exempted" (Section 5.2.1.D. Applicability of NRO Standards).

The *use* aspect of this proposed development requirement is particularly pertinent to the application of proposed development of public entities such as within Karns Meadow. While the location of the proposed amenities is definitively of importance and applicable to the minimization of impacts on higher quality habitats or vegetative cover types, so too are the uses for which these amenities are designed. As was addressed in the Habitat Impact Assessment section of the Karns Meadow EA (EcoConnect 2019), how people use amenities (e.g. walk, bike, etc.) and factors such as the speed with which they move through that landscape affect their impacts on wildlife. Therefore, in this development impacts analysis, not only is the location of proposed development addressed but also the proposed uses for the proposed development. This is done in an effort to minimize impacts from both location and use variables in accordance with not only Section 5.2.1.E Impacting the NRO but also Section 5.2.1.D Applicability of NRO Standards.

As with most development, impacts to vegetation, intensity of human use and potential impacts to wildlife can be more effectively mitigated within the planning process than in hindsight. One challenge to mitigating impacts from human use is that these mitigation options are often associated with the *active management* of human use. Planning to mitigate impacts of development through passive management of human use is both preferred and more effective than relying on active enforcement. An example of passive management planning would be to build a path appropriate for the intended user group and activity rather than a path designed to accommodate all user groups and activities with the plan to patrol this trail for unintended uses.

DEVELOPMENT IMPACT VARIABLES

The Jackson/ Teton County Comprehensive Plan (Jackson/ Teton County Planning, 2012 and 2020) identifies Karns Meadow as a Preservation Subarea. Preservation subareas are "Subareas in which no change to the existing undeveloped character of the scenic resources and wildlife habitat is necessary" (Comp Plan, 2020, pg. CV-2-4). Furthermore, the conservation easements encumbering Karns Meadow put forth a vision of a "Natural Park...the use of which is limited to informal and limited public recreational use" (Conservation Easements Section III.M, Definitions). Furthermore, "the phrase 'informal and limited public recreational use' shall refer to use by individual[s]...The phrase shall include groups engaging primarily in wildlife observation and/ or study, or social activities such as picnics" (Conservation Easements Section III.M, Definitions).

Therefore, it is within this context of these overarching documents, and the Comprehensive Plan and Conservation Easements' goal to preserve and promote the observation and enjoyment of nature, that the Town of Jackson Land Development Regulations guide the analysis of development impacts. Within this analysis, the impacts from human use (TOJ LDR Section 5.2.1.D. *Applicability of NRO Standards*),

location and direct impacts to vegetation (Section 5.2.1.E. *Impacting the NRO*) are considered. To this end, variables analyzed are the following:

Location and Direct Impacts on Vegetation

Location and direct impacts to vegetation are often used as *the* measures of impacts (TOJ LDR Section 5.2.1.E. *Impacting the NRO*). Direct impacts to vegetative cover are measured in area impacted (e.g. acres). Location is considered relative to “avoid[ing] higher quality habitats or vegetative cover types for lesser quality habitats or vegetative cover types” (TOJ LDR Section 5.2.1.E. *Impacting the NRO*).

Fragmentation and Core Habitat

Fragmentation is the process of breaking apart and increasing the edge of a continuous, vegetative cover type into more numerous parts. Physical development is often the cause of fragmentation.

Fragmentation may apply to the breaking apart of continuous ecological systems (e.g. forests, riparian areas) or movement/ permeability corridors. The concept of clustering development together, including with existing development, is often considered a means of locating development to minimize fragmentation (TOJ LDR Section 5.2.1.E. *Impacting the NRO*).

Karns Meadow is a habitat island within the broader context of the Town of Jackson’s human development. As was highlighted in the 2003 Conservation Easement’s Natural Resources Inventory, Karns Meadow’s unique position of providing a habitat island surrounded by human development increases the importance within this broader landscape (Segerstrom & Dittmar, 2003). Beyond this landscape scale importance, the string of dense willows traversing the meadow and bordering Flat Creek on both sides provides refuge, shelter and forage for wildlife, particularly ungulates and avian species, from the surrounding disturbances.

Wetland Buffers and Functionality

The Flat Creek watershed is an important ecological system within Teton County and surrounding the Town of Jackson (Teton Conservation District, 2019). Within this watershed, Karns Meadow functions as a component of this larger riparian system providing for the treatment of storm water (natural wetlands and constructed, wetland treatment ponds), the retention and absorption of flood waters protecting downstream properties from flooding (particularly in winter and spring months), and as a stopover area of natural habitat for species moving along the Flat Creek riparian corridor (e.g. moose, mule deer, Trumpeter Swans, Western Tanagers, etc.). As stated in the 2003 Conservation Easement’s Natural Resources Inventory, “the property’s location is within the only reach of Flat Creek remaining in the Town of Jackson that is natural on both banks and surrounding environs. ... The manner in which the Property is conserved will, to a degree, determine the function and health of the entire Flat Creek drainage” (Segerstrom & Dittmar, 2003). The Town of Jackson LDRs protect wetland and waterways by “prohibit[ing] physical development and use on and within a certain distance of these resources” (TOJ LDR Section 5.1.1. A. Purpose).

Habitat Connectivity

Habitat connectivity provides for wildlife species’ ability to move through the landscape and is protected by the Natural Resources Overlay (TOJ LDR Section 5.2.1. Natural Resources Overlay Standards).

Movement and migration patterns allow wildlife species to access seasonal resources and therefore survive in this landscape. Karns Meadow is the last remaining parcel of natural habitat within and through town development. Located at a pinch point of development between the surrounding buttes and public lands, this property provides habitat connectivity and seasonal habitat for a variety of wildlife species throughout their annual cycle/ the seasons (e.g. deer, moose and other ungulates, canines and

avian species). Refer to the 2019 Karns Meadow EA for more information; in particular the “Impacts to Wildlife Habitat Viability and Movement” section (EcoConnect, 2019).

Additionally, the 2019 Karns Meadow EA Appendix D “Historic Aerial Imagery” displays the development infill that, overtime, has placed increasing pressure on the natural resources within Karns Meadow (EcoConnect, 2019). This on-going development infill and, more recently, larger-scale development, translates to a constant and accelerating loss of permeability for wildlife.

It is within this development context that wildlife’s remaining habitat connectivity is tenuous. A complete loss of habitat connectivity will relegate wildlife species to circumnavigating the Town of Jackson to access higher-quality habitat that is within sight across the span of town development. The reality is that many wildlife species, if not all, will not succeed in this circumnavigation/ route finding. The movement patterns that support wildlife species’ ability to survive could be lost. As the CE’s Natural Resource Inventory document states, maintaining both wildlife and natural resource connectivity between the property and surrounding natural resources will be “challenging... but doing so is critical [to] maintaining the conservation values” of the conservation easements (Segerstrom & Dittmar, 2003).

Time of Day and Seasonality of Use

Time of day and seasonality are particularly important development impact variables. Wildlife use of the meadow is highest from dusk to dawn. Therefore, human use during this timeframe will have greater impacts on wildlife than during daylight hours. Likewise, wildlife’s access to natural resources is more limited in the winter than in the summer. During high snow years, wildlife (particularly ungulates) are pushed into town/ lower elevations in search of appropriate habitat and lower snowpacks. High snow years are also when snow persists into the spring season. This scenario of limited wildlife habitat and favorable conditions for winter recreation inherently impact wildlife in winter habitats through increased human use. The implicit increase of human use in a limited wildlife resource increases the probability for human wildlife conflicts.

Studies of impacts (see 2019 EA “Human Use”) on mule deer from recreational use have direct implications for winter, recreational use in Karns Meadow. Mule deer and moose use of Karns Meadow is typically highest during the evening and morning hours, particularly in the winter months (dusk to dawn). Therefore, the impacts of recreational use in Karns Meadow would be greatest when impacting crucial wildlife activities such as resting in cover habitat and foraging in the winter months. Greater impacts to wildlife use of an area contribute to a decrease in that area’s viability as suitable habitat regardless of season. A decrease in suitable habitat “may be of particular concern where ‘islands’ of public lands are surrounded by urban or suburban development, because wildlife in these areas may not be able to extend their home ranges to include less disturbed habitat” (Miller, Knight, & Miller, 2001). “If management objectives include minimizing disturbance to wildlife habitat, new trails should follow existing edges and avoid water and forage resources, wildlife travel corridors, and escape terrain” (Taylor & Knight, 2003).

It follows then that human use of Karns Meadow in the winter has a greater impact on wildlife than human use in the summer. Additionally, human use between dusk and dawn has a greater impact on wildlife than human use during daylight hours. Lastly, human use at higher speeds (e.g. bikes, e-bikes and skate skis versus walking) increase the likelihood of human-wildlife conflict.

Lighting

Although allowed for in the conservation easements, lighting of a pathway is not being proposed and was therefore not considered in this analysis. Additionally, lighting of the parking lot and restroom facilities is not proposed. If lighting were to be added to the development proposal, this would increase the negative impacts of these amenities. Since the park hours are dawn to dusk, the negative impacts of lighting would not be justified under the guidance of avoid, minimize and mitigate (Section 5.2.1.E. Impacting the NRO). As proposed, the avoidance of lighting within a dark, habitat island has the least negative impact on wildlife.

The insertion of lighting into a currently dark, habitat island would negatively affect that area's use by wildlife and therefore the viability of the habitat. Recommendations from the literature to maintain landscape corridors include "the general rule that less light is better for animal movement" (Rich & Longcore, 2006) and "an obvious solution to managing negative effects of road lighting in conservation areas is to avoid the use of road lighting altogether" (Blackwell, DeVault, & Seamans, 2015). Avoidance of lighting has the least impact on wildlife.

If lights are deemed necessary, downcast lights (fully shielded where the shield extends below the bulb by a meaningful amount) would be less impactful than shielded lights with shorter shields. Furthermore, a change in the bulb color (e.g. red versus white) has been shown to have less impact on some species (Cole & Barber, 2020) and should be considered.

PROPOSED DEVELOPMENT

Overview

The proposed development (Figure 1) has clustered the parking lot, restroom facility and picnic shelter amenities near Karns Meadow Drive and has primarily located these amenities within the agricultural meadow cover type on Tracts 5 & 6. The agricultural meadow cover type is appropriate for this development as opposed to willows, wetland systems and cottonwoods.

The proposed development impacts analysis does not include a consideration of pets or lighting. Analysis assumes that dogs will not be allowed as this is a prohibited use. If dogs are allowed (including informally) then the impacts associated with human use should be increased several times as a degree of impact. No lighting is proposed. Karns Meadow Park will be open from dawn to dusk. Therefore, no lighting will be needed including on the outside of restrooms and in the parking lot.

One Mile Circular Combined Use and Northern Spur Pathways

All conservation easements include the allowable use of a combination use pathway (henceforth "pathway"). This pathway should "not exceed 10 feet in width" (CE for Tract 1). This pathway's approximate location is identified in the conservation easement's exhibit (e.g. CEs for Tracts 2 & 4) and has an approximately 1.0+ mile loop alignment around the perimeter of the meadow. The pathway alignment to be analyzed (Figure 1) is similar to that drawn in the conservation easements. At the time of the easements (2003-2009) resources for non-motorized travel and recreation along all four exteriors of the meadow were either not available or newly developed (e.g. Snow King Avenue unprotected bike lane). Furthermore, in 2003 cross-country skiing facilities within the Town of Jackson were limited. Two decades later, the resources for non-motorized travel and cross-country skiing facilities within the Town of Jackson and Teton County are extensive.

Since 2003, opposition to a circular pathway in Karns Meadow has been put forth primarily based on concerns for the impacts on habitat quality, connectivity, fragmentation and disturbance. Those voicing concern have included the Wyoming Game and Fish Department (WGFD) in a 2012 comment letter

stating, “in general, we discourage pathways or trails that are designed as loops because the habitat within the interior is compromised by disturbance occurring on all sides” (WGFD, 2012).

When thinking about connectivity of habitats across the meadow between public lands, the north-south direction of travel and line of sight permeability rise to the forefront as important to wildlife species. This north-south direction of travel is between public lands adjacent to Karns Meadow on both sides. Furthermore, the connection that Karns Meadow provides between public lands is the only connection traversing the Town of Jackson. Without this Karns Meadow connection, wildlife species will be forced to navigate through developed areas (potentially not permeable) or circumnavigate the Town of Jackson in order to access public lands to the north and south of Town.

The combination use pathway is proposed to be 1.0± mile long and 10 feet wide with a layout appropriate for bicycles, the fastest user group. The layout has been modified from that presented in the conservation easements to avoid most wetland areas (some wetlands and wetland buffers are not avoided), fenced, mitigation plantings installed in recent years for other projects, and to provide access to both the park facilities as well as fully circumnavigating the meadow.

Bridges

The proposed, combined use 1.0 mile pathway includes two bridges. The northern bridge is located at the northern terminus of Flat Creek within Karns Meadow near the Broadway Avenue automobile bridge and the West Hansen Avenue pedestrian access to the meadow. The southern bridge is located in the southern section of Flat Creek within dense willow habitat near Snow King Avenue. Both avenues (Broadway and Snow King) have automobile and pedestrian bridges with unprotected bike lanes that cross Flat Creek.

Northern Spur Pathway

In addition to the 1.0± mile circular pathway, the proposed development includes an additional 0.06± mile northern spur section connecting the larger loop pathway to Karns Meadow Drive in the northwest corner of the property (hereby referred to as “northern spur”). This northern spur, in combination with 5 ft wide paved sidewalk amenities, creates a 0.4± mi interior loop primarily located on Tracts 5 & 6.

Sidewalks

The existing sidewalk along Snow King Avenue will be maintained on the southwestern portion of the meadow. The proposed pathway on the southeastern portion of the meadow will replace the existing sidewalk in this location. Additionally, 5-foot wide, paved sidewalks are proposed as components of the park amenities on Tracts 5 & 6. These proposed sidewalks connect the 1.0 mile circular pathway to the parking lot, both south and east of the parking lot. Additionally, sidewalks parallel Karns Meadow Drive north of the parking lot to the northern spur pathway and to the picnic pavilion and restrooms. A total of 0.16± miles of new sidewalks are proposed within a 4.5± acre area within Tracts 5 & 6.

Parking, Picnic Pavilion and Restrooms

A parking lot, picnic pavilion and restroom building are proposed on Tracts 5 & 6 in the western portion of Karns Meadow.

As proposed, the restroom building and picnic shelter would be located on Tract 6 with an adjacent parking lot located on Tract 5 as permissible under the Conservation Easements allowable uses. Included in Tract 5's allowable uses, the parking lot must be located to “protect natural resources” (Tract 5 Restrictive Covenant recorded December 2, 2008). Therefore, the parking lot was aligned in parallel to Karns Meadow Drive rather than at a 90-degree angle to the roadway. A parallel alignment as proposed

increases the distance from Flat Creek and lessens the potential barrier and disruption that a parking lot and associated human activity may have on wildlife movements.

The picnic shelter and restrooms would be accessed by the proposed sidewalks to the north of the parking lot on Tract 6. While all three facilities (parking lot, picnic shelter and restrooms) are located primarily within the agricultural meadow cover type, a string of cottonwood trees are located within this same area. The location of picnic pavilion to the north of the cottonwoods is meant to utilize the shade from the cottonwoods

PROPOSED USE

Nighttime and Seasonal Closure

While the conservation easements require that Karns Meadow be closed to the public from 10pm to sunrise (Conservation Easements Section III.D, Prohibited Uses) the proposed development plan includes two provisions that are more restrictive than the conservation easements. These two restrictive provisions will minimize effects of human use on wildlife beyond what is allowed under the conservation easements.

The development plan proposes that Karns Meadow be open from dawn to dusk during the spring through fall (May 1 – November 30) and closed to all human use during the winter months (December 1 – April 30). This nighttime closure after dusk and before dawn allows for the avoidance of all lighting around parking, restroom or picnic facilities. The complete closure during the winter months is meant to coincide with the public lands closure on Snow King ridge to the south of the meadow (Greater Snow King Winter Closure of Big Game Crucial Winter Range USFS 36 CFR 261.53 (b)).

As discussed in the EA (EcoConnect, 2019), the likelihood of human-wildlife conflicts and negative impacts by human activity on wildlife species in Karns Meadow is highest during the winter months when wildlife species (primarily mule deer and moose) have less ability to adapt to human activities and are restricted by snowpack and limited natural resources. Therefore, the proposed closure of Karns Meadow during the winter months significantly minimizes the overall, negative impacts of increased human use within Karns Meadow on wildlife. Furthermore, wildlife use of the meadow is likely highest from dusk to dawn, therefore the nighttime closure to human use will further minimize the negative impacts of increased human use on wildlife within Karns Meadow.

Domestic Pets

This analysis assumes that dogs/ domestic pets will not be allowed as this is a prohibited use in Karns Meadow. If dogs are allowed (including informally) then the impacts associated with human use should be increased several times for degree of impact on wildlife and on water quality. Studies in Flat Creek, Cache Creek and Game Creek have shown dogs as a source of *e.coli* and increased erosion in and around streams with nearby recreational trails (Teton Conservation District, 2003). Per Town Ordinance, dogs are not permitted in the park with the exception of the sidewalk along Snow King Avenue (TCPR, 2024).

Proposed User Groups

Proposed users can be categorized into three groups: (1) park users/ picnickers, (2) slower speed users, (3) higher speed users. Camping and overnight parking remain prohibited.

Park Users/ Picnickers

Picnic pavilion users (i.e. picnickers) are expected to be small in number; limited by a maximum of two picnic tables and no exclusive reservations (TCPR, 2024). Furthermore, it is expected that these users will

spend the majority of their time clustered under the picnic pavilion and in the general area of Tract 5's agricultural meadow cover type and the proposed, landscaped lawn.

The paraglider's landing zone will be maintained on Tract 5. Paragliders are expected to have limited time spent in Karns Meadow as they land, pick up their equipment (e.g. wing) and exit the meadow.

Tract 5 & 6 conservation easements allow for Special Events. These conservation easements allow for no more than six special events to be held annually. Special events are defined as events at which attendance exceeds 50 people (Tract 5 Restrictive Covenant Section II.G, Definitions). Per the Karns Meadow Management and Use Recommendations document, all special events will require approval as a special event by the Jackson Town Council (TCPR, 2024). Impacts to wildlife in Karns Meadow from these picnic and special event users would primarily be from both unpredictable movements and noise levels.

Slower Speed Users

Pedestrians and ADA users of the pathway are expected to move at a slower speed and, therefore, be able to react (e.g. stop) in an effort to avoid human-wildlife conflicts more easily than higher speed users. Furthermore, the slower speeds of these users allow wildlife to have more time to anticipate approaching humans and react accordingly.

Equestrian use will be allowed on the property but no dedicated development will be provided. Horse trailer parking is available at the Rodeo Grounds. Based on current use, equestrian users are expected to continue to be infrequent users of Karns Meadow. Equestrian riders will have a higher vantage point and be able to avoid human-wildlife conflicts in a similar fashion to pedestrians.

Enhanced creek access is proposed on Tract 1 from the proposed pathway to Flat Creek. This access would mirror the existing improved access near West Hansen Avenue and facilitate creek access for both floating the creek as well as fishing.

Slower speed users will continue to have impacts on wildlife both from their presence as well as from their noise levels. Louder groups will have more impact on wildlife than quieter groups.

Higher Speed Users

Cyclist moving along the pathway at higher speeds (even if at reduced cycling speeds) are the most likely to surprise wildlife and be involved in a human-wildlife conflict. Cyclists, particularly solo cyclists, have a propensity to rapidly approach with little or no auditory warning. In areas where the pathway users are visually screened from wildlife, human-wildlife conflicts could be a persistent concern at any time of day but particularly during the dawn and dusk timeframes.

Noise Impacts

Recent research conducted in the Bridger-Teton National Forest found that noise alone caused strong anti-predator responses in wildlife (Zeller, et al., 2024). Furthermore, this research found that wildlife abundance (i.e. presence) the week following noise events was 1.5 times lower than previous to the noise event (Zeller, et al., 2024). This research has strong implications for the often unseen impacts of human use on wildlife, particularly from noise. Not only do wildlife display anti-predator responses such as fleeing and increase vigilance in reaction to recreation sound (e.g. voices) but wildlife also avoid using those areas for some time after these interactions with humans.

PROPOSED DEVELOPMENT IMPACTS: VEGETATION

Impacts to vegetation by the proposed development is illustrated in Figure 2 and summarized in Tables 1-3 below. All proposed development was buffered by 2 ft on either side to estimate the limits of disturbance based on initial drawings. Overlapping limits of disturbance, such as from the parking lot and adjoining sidewalk, were removed so as to not double count the proposed impacts. Limiting impact calculations in this way is a direct benefit of clustering development. If the infrastructure were to disperse, impacts to vegetation would increase. Furthermore, a surveyed final design and field-fitting of proposed development could limit development impacts to higher value vegetation.

One Mile Circular Combined Use and Northern Spur Pathway

Cottonwood impacts may be avoided through specific development plans and precise location of both the picnic pavilion and the cottonwood trees.

Table 1. Impacts to Vegetative Cover Type by Proposed Pathways, Bridges and Access Paths (acres)

Feature	Surface	Agricultural Meadow	Cottonwoods	Willows	Open Water	Developed	Total
Pathways*	Paved - 10 ft wide	1.62	0.04	0.06	<0.01	0.04	1.76
Northern Bridge	Bridge- 10 ft wide	<0.01		<0.01	0.02	<0.01	0.02
Southern Bridge	Bridge- 10 ft wide	0.01		0.04	0.02		0.07
Retaining Wall	Concrete	0.06					0.06
Stream Access Path - Western	Gravel - 8 ft wide	0.02		0.01			0.03
Stream Access Path - Eastern	Gravel - 8 ft wide	0.02					0.02
*inclusive of Northern Spur	Total	1.73	0.04	0.11	0.04	0.04	1.96

Contained within the 1.62 acre of impacts to agricultural meadow vegetative cover type from Pathways listed in Table 1 is approximately 0.13 acres of impacts resulting from the northern spur pathway. Furthermore, the impacts to willows listed above under pathway result from areas where the proposed pathway alignment is constrained by the property boundary or where the pathway connects with one of the two, proposed bridges over Flat Creek.

Sidewalks

Table 2. Impacts to Vegetative Cover Type by Proposed Sidewalks (acres)

Feature	Surface	Agricultural Meadow	Cottonwoods	Willows	Open Water	Developed	Total
Sidewalks	Paved - 5 ft wide	0.19	0.01			<0.01	0.20

The 0.01 acres of cottonwood impacts listed above could likely be avoided through a surveyed final design and field-fitting of the sidewalk around the cottonwood trees. Since the placement of the picnic pavilion and restrooms proximate to the cottonwood trees is desired, it is to the advantage of the proposed development to maintain these mature, cottonwood trees.

Parking, Picnic Pavilion and Restrooms

Table 3. Impacts to Vegetative Cover Type by Proposed Parking, Restrooms and Picnic Pavilion (acres)

Feature	Surface	Agricultural Meadow	Cottonwood	Willow	Open Water	Developed	Total
Parking	Paved	0.34				0.01	0.35
Restrooms	Building	0.02	<0.01				0.02
Picnic Pavilion	Building	0.01					0.01
Lawn	Landscaping Grass	1.12	0.24				1.36
	Total	1.49	0.24			0.01	1.74

As with the sidewalks above, the <0.01 acres of cottonwood impacts listed could likely be avoided through a surveyed final design and field-fitting of the sidewalk around the cottonwood trees. The placement of the picnic pavilion and restrooms proximate to the cottonwood trees and associated shade is a desired development design element. It is, therefore, to the benefit of the proposed park to maintain these mature, cottonwood trees.

The landscaped lawn impact above is proposed for the area between the traversing sidewalk and the northern spur pathway. This area is approximately 1.4± acres in size inclusive of both agricultural meadow and cottonwood vegetative cover types. As with the restrooms and picnic pavilion, it is to the benefit of the proposed park to maintain these mature cottonwood trees.

PROPOSED DEVELOPMENT IMPACTS: FRAGMENTATION, CORE HABITAT AND CONNECTIVITY

Proposed Development Impacts: Wetlands, Wetland Buffers and Functionality

While the proposed pathway alignment has been adapted to avoid delineated wetland areas (EA ARI, 2019) where feasible, the proposed pathway alignment does cross through the Town of Jackson's regulated 30-ft wetland buffer and 50-ft stream buffer (TOJ LDR Section 5.1.1, Waterbody and Wetland Buffers) as well as delineated shrub wetlands (i.e. willows) (Figure 3). Per Town of Jackson Land Regulations, public pathways are a permitted use within stream and wetland buffers (TOJ LDR Section 5.1.1.D.2.g., Buffer). The Town of Jackson may permit impacts to wetland areas if the pathway is considered an essential crossing when no alternative site is available under TOJ LDR Section 5.1.1.3.b.iii., Essential Crossings When No Alternative Site. If permitted, impacts to wetlands would be mitigated for at a two to one ratio (TOJ LDR Section 5.1.1.3.b.iv., Wetland Impacts Require Mitigation).

The location of this pathway, and associated users, proximate to the stream, wetland resources and core willow habitat constitutes fragmentation of the willow habitat at and near the north and south bridges. Additionally, in areas proximate to these bridges where willow habitat is located near or up to the property boundary, the pathway is directly impacting the willow wetland habitat as it approaches the bridge locations. In general, a loop configuration, such as with this pathway design, is discouraged as it isolates the interior habitat and fragments the overall habitat. In areas where development is close to a stream (e.g. within a minimum of 100 ft) concerns for stream health/ water quality, amphibian habitat, fisheries habitat, introduction of aquatic invasive species and general disturbance to wildlife species all apply (EA, 2019).

Ungulate Species

Based on moose and mule deer observations (e.g. NMJH, WGFD WOS; EA Figures 5 & 6), moose and mule deer use the core willow habitat year-round for forage and cover as well as the open, agricultural meadows. Based on the extensive and tall nature of Karns Meadow's core willow habitat, it is likely that these observational data do not adequately record the use of this core habitat by ungulates, particularly moose and mule deer. Moose collar data for a cow and calf pair in 2023-2024 winter indicate extensive use of this core, willow habitat during the winter months (*A. Courtemanch, pers. commun.*). These collar data indicate that this cow/ calf pair traversed Karns Meadow with all collar data points contained within this willow system.

The insertion of bridges, both north and south, across and through this core, willow habitat is fragmentation of this central, natural resources on the property. The northern bridge is proposed in a location near the north end of the core habitat on the property where current development (e.g. residential development, the Cache Creek manmade confluence and the Broadway Avenue vehicle/ pedestrian bridge) have limited the presence of willows and the width of the core habitat. Therefore, this northern bridge represents less fragmentation of the habitat than the southern bridge.

The proposed, southern bridge location is within a dense stand of willow habitat that encompasses almost the entire span of the property in this location. The insertion of a pathway bridge through this location would remove willow habitat, split a large patch of willows into two and increase edge effects into the southern, interior of this core habitat. The wetland system within Karns Meadow is not only important wildlife habitat, but it also functions to absorb and control flood waters within the Flat Creek watershed. The unique, flooding capacities of Flat Creek both in the winter and spring are an essential variable in the health and productivity of this core, willow habitat and the Flat Creek Watershed as a whole. Likewise, the core, willow habitat and associated wetland soils are essential to Karns Meadow's abilities to absorb these flood waters.

If the proposed bridges are installed in Karns Meadow, particular attention would need to be paid to (1) winter ice cycles, (2) flooding events and (3) the use of this core habitat by wildlife, particularly moose. Bridges would need to be designed to accommodate all three of these natural resources in an effort to minimize further impacts. In particular, how a moose would navigate either around or across a bridge is of importance during the design phase. For the southern bridge location, the streambed is closely bounded by dense willow and/ or existing and proposed retaining walls. Therefore, a moose traveling the streambed would encounter a bridge with little capacity to navigate around the bridge. If a bridge were built low and sturdy enough for a moose to walk across, it would likely sustain damage from winter ice and spring floods. A bridge built high enough for a moose to navigate under would need to provide 12-15 ft of height clearance from the streambed (*pers. commun. A Courtemanch, WGFD & J. Kintsch, ECO-resolutions*). This height would allow a moose to travel under the bridge rather than face an impermeable landscape of dense willows and retaining walls. Neither case is ideal. The proximity of the Snow King Avenue vehicle/ pedestrian bridge provides an alternative and supports a practical means of avoidance of impacts to natural resources (TC LDR Section 5.2.1.E. Impacting the NRO; see “Recommendations for Minimizing Impacts” below).

From a terrestrial perspective, this intact riparian corridor, inclusive of associated uplands in the meadow, is the last remaining terrestrial connection of undeveloped lands through the Town of Jackson. This property provides connectivity to public lands and associated crucial winter range for both mule deer and moose to the north and south. Maintaining this connectivity is critical to movement patterns for both species, particularly in the winter months, as well as one of the essential Conservation Values of the Karns Meadow conservation easements (JHLT CEs 2003-2009 & Segerstrom & Dittmar, 2003).

Within the meadow, the cottonwood strings provide cover for ungulate species, particularly mule deer, accessing the property. The functionality of these cottonwood strings would decrease with increased human use. The majority of mule deer movements have been shown to occur between dusk and dawn (Riginos, et al., 2013). Therefore, maintaining dusk to dawn closures to human use could minimize the impacts to mule deer movements through this area.

PROPOSED DEVELOPMENT IMPACTS: WILDLIFE

In addition to the fragmentation, core habitat and connectivity impacts on wildlife (particularly mule deer and moose) discussed above, wildlife species potentially impacted by the proposed development include trout, beaver, fox and coyote, Trumpeter Swans, Bald Eagles and other raptors, and songbirds. As is noted in the 2019 EA (See “Other Wildlife Species”) the wildlife species observed in Karns Meadow is extensive and includes not only species listed but the majority of species found in Teton County.

Trout – Impacts to instream trout habitats can be minimized by abiding by WGFD’s seasonal construction restrictions which are typically March 31 through July 31. Flat Creek is designated as regionally important tributary of the Snake River (e.g. Yellow Ribbon stream) by WGFD. These construction restrictions are meant to reduce disturbance and sedimentation into a stream by nearby construction activities.

In addition to direct impacts from development activities, increased access to Flat Creek for fishing and floating will likely increase users in the creek. A higher level of human activity in the creek will increase existing impacts such as increased sedimentation from bank and streambed disturbance, impacts to spawning and cover habitats for fisheries.

Beaver – Beavers are a known resident in Karns Meadow particularly in side channels within the core willow habitat. Fragmentation of the willow habitat will impact beaver during construction periods as well as directly from the removal of willow vegetation (a primary food and cover resource).

Fox and Coyote – Fox and coyote are known to den and forage in Karns Meadow and may be protective of their dens against human activity during the denning season (e.g. spring). Fox and coyote typically adapt to human disturbance. However, this may be an instance where human-wildlife conflicts escalate and the proposed development/ spring human use crosses the threshold of acceptable disturbance for fox and coyote species during the denning season.

Trumpeter Swans – Trumpeter Swans use the Flat Creek corridor as a flyway throughout the year and particularly in the winter months. Furthermore, Flat Creek is fed by geothermal waters and therefore may remain open during the winter and critical spring forage season. The closure of Karns Meadow during the winter will minimize impacts of proposed development on Trumpeter Swans. Proposed bridges as obstacles to Trumpeter Swans flying low should be considered within the bridge design process.

Bald Eagles and Other Raptor Species – Bald Eagles and other raptor species primarily utilize Karns Meadow as foraging habitat. While no active nests are known, it is likely that some raptor species may use Karns Meadow for nesting. Retention of the sparse, mature trees (e.g. cottonwoods) would increase the chance of raptors nesting in Karns Meadow. Conversely, the increase in human use, particularly around these mature trees will decrease the likelihood of raptors using these trees for nesting habitat. If an active nest is detected in an area of human use, the impacts may be minimized by implementing a temporary closure around the nesting tree until the young have fledged.

Songbirds – Songbirds are negatively impacted by edge effects. The fragmentation of dense nesting habitat, such as willows, creates additional edges that allow predator species (e.g. Corvid species: Magpies, Ravens and Crows) to access songbird nests that would be otherwise concealed and inaccessible. Nest survival in Karns Meadow is lower than at other locations surrounded by less human development (Hall & McCabe, 2010). Future fragmentation of the habitat would be expected to further decrease both species richness and species diversity while increasing predation and further lowering nest survival.

RECOMMENDATIONS FOR ADDITIONAL AVOIDANCE AND MINIMIZATION OF IMPACTS

The minimization of impacts integrated into the proposed development include operating hours of dawn to dusk, no lighting, no domestic pets (a requirement of the CE), and no winter use, (December 1 – April 30 closure in line with Greater Snow King Winter Closure; Greater Snow King Winter Closure of Big Game Crucial Winter Range USFS 36 CFR 261.53 (b)). Designing the pathway alignment and facilities out of the higher value cover types (emergent wetland areas and cottonwoods) where possible is also a minimization of impacts contained within the proposed development. Nonetheless, recommendations to further avoid and minimize impacts are the following:

- Removal of the northern spur pathway as it is a duplicative of the sidewalk connection to the circular pathway.
- Avoid introducing additional grass species by avoiding the installation of a landscaped lawn on Tract 6. Rather than introducing landscaping, the existing grass species could be simply mowed. This would maintain the grass species present and avoid the introduction of species that may not benefit ungulates and other wildlife species as winter forage. Furthermore, the avoidance of a landscaped lawn area would be in line with the Conservation Easement's definition of "Natural Park" which emphasizes "the preservation of the existing natural features" (Conservation Easements Section III.M, Definitions). Lastly, if natural grasses were allowed to grow unmaintained in the late summer/ fall, this would contribute to available winter forage for ungulates.
- The parking lot could be minimized to the smallest number of spaces expected or avoided by utilizing or creating on-street parking along Karns Meadow Drive. As with the meadow, this parking lot should remain closed and unplowed during the winter months.
- Field-fit pathway and infrastructure alignment to avoid impacting high value habitats (e.g. cottonwoods and wetland areas) where possible.
- Limit special events to a small number of people and have them take place primarily during daylight hours, avoiding dusk and dawn when wildlife species are more likely to be present in the meadow. Furthermore, if party tents are a component of the special event, these should be constructed and removed the same day as the event. This same day removal would protect wildlife, particularly ungulate species, from becoming entangled in the tent's rigging.
- A measure to limit the impact of pathway infrastructure would be to build gravel surface or natural surface (dirt) trails rather than a paved surface pathway. A paved surface would increase run-off into the creek; increase the speed that users travel; increase the area of impact (greater fragmentation/ larger, construction limits of disturbance); and visually be a stark contrast with the surrounding vegetation. In comparison to a paved surface, a gravel or dirt path would slow run-off into the creek, slow the speed of users, have a smaller area of impact; and visually blend into the landscape. However, dirt trails near the waterway have the potential to increase sedimentation into the creek. Limiting sedimentation into the creek could be designed for using best management practices. Regardless of the surface, maintaining path alignment as far away from the waterway as possible is beneficial to the waterway.
- Pathway use by only non-motorized riders (e.g. no e-bikes or motorized scooters) would slow the speed of users and minimize potential human-wildlife conflicts.
- The southern bridge and associated habitat fragmentation and vegetation removal could be avoided by maintaining the pathway along the roadway and then building a pathway bridge immediately adjacent to the roadway bridge. In the future when the roadway bridge is replaced, it could be redesigned to be both wildlife friendly and incorporate a pathway.

HABITAT ENHANCEMENT/ MITIGATION PLAN

Once a detailed development plan is available and precise locations of development features (parking, restrooms, picnic pavilion, sidewalks, pathway, bridges) have been designed, a habitat enhancement/mitigation plan will be required. Mitigation at a two to one ratio is required for impacts to high value vegetative cover types (e.g. cottonwood and wetland vegetative cover types) (TOJ LDR Sections 5.1.1.D.3., Development of Essential Facilities & 5.2.1.E. Impacting the NRO). This habitat enhancement/mitigation plan will include a monitoring program (TOJ LDR Section 5.2.1.E. Impacting the NRO) to ensure success of the mitigation efforts.

CONCLUSION

The unique planning challenge associated with the Karns Meadow property cannot be overstated. Within this context, any proposed development should be pursued in a careful and methodical manner so as to not unintentionally overstep an ecological threshold and significantly or irreversibly damage the property's ecological function and Conservation Easement's Conservation Values.

Of the proposed development, those that represent incremental steps toward providing thoughtfully located, human use infrastructure and take into consideration limiting the area and use disturbance to the greatest extent possible are the most likely to represent a balanced, methodical approach.

APPENDIX A: FIGURES

Figure 1. Proposed Development

Figure 2. Proposed Development and Vegetative Cover Types

Figure 3. Proposed Development, Wetland and Stream Setbacks



Figure 1:
Proposed Development

**Karns Meadow
Development Impacts**

Legend

- Parcels
- Karns Meadow
- Proposed Development**
 - Pathway
 - Bridge
 - Sidewalk
 - Access Path
 - Retaining Wall
 - Parking
 - Restrooms
 - Shelter
 - Lawn

1 in = 200 feet
0 200 Feet



Sources
TCPR
- Proposed Development
Teton County
- 2024 1 ft Aerial
- Parcels

July 11, 2024



Figure 2:
Vegetation Impacts
from
Proposed Development

**Karns Meadow
Development Impacts**

Legend

- Karns Meadow
- Vegetation Impacts**
 - Open Water
 - Scrub-Shrub Wetland
 - Cottonwoods
 - Agricultural Meadow
 - Disturbed/ Developed
- Vegetation Cover Type**
 - Open Water
 - Scrub-Shrub Wetland
 - Emergent Wetland
 - Cottonwoods
 - Fall 2018 Mitigation Plantings
 - Mitigation Plantings Added Since 2019
 - Agricultural Meadow
 - Disturbed/ Developed

1 in = 200 feet
0 200 Feet



Sources
TCPR
- Proposed Development
Teton County
- 2024 1 ft Aerial
- Parcels

July 11, 2024

EcoConnect Consulting LLC
Connecting Ecology and Community
www.ecoconnecttj.com

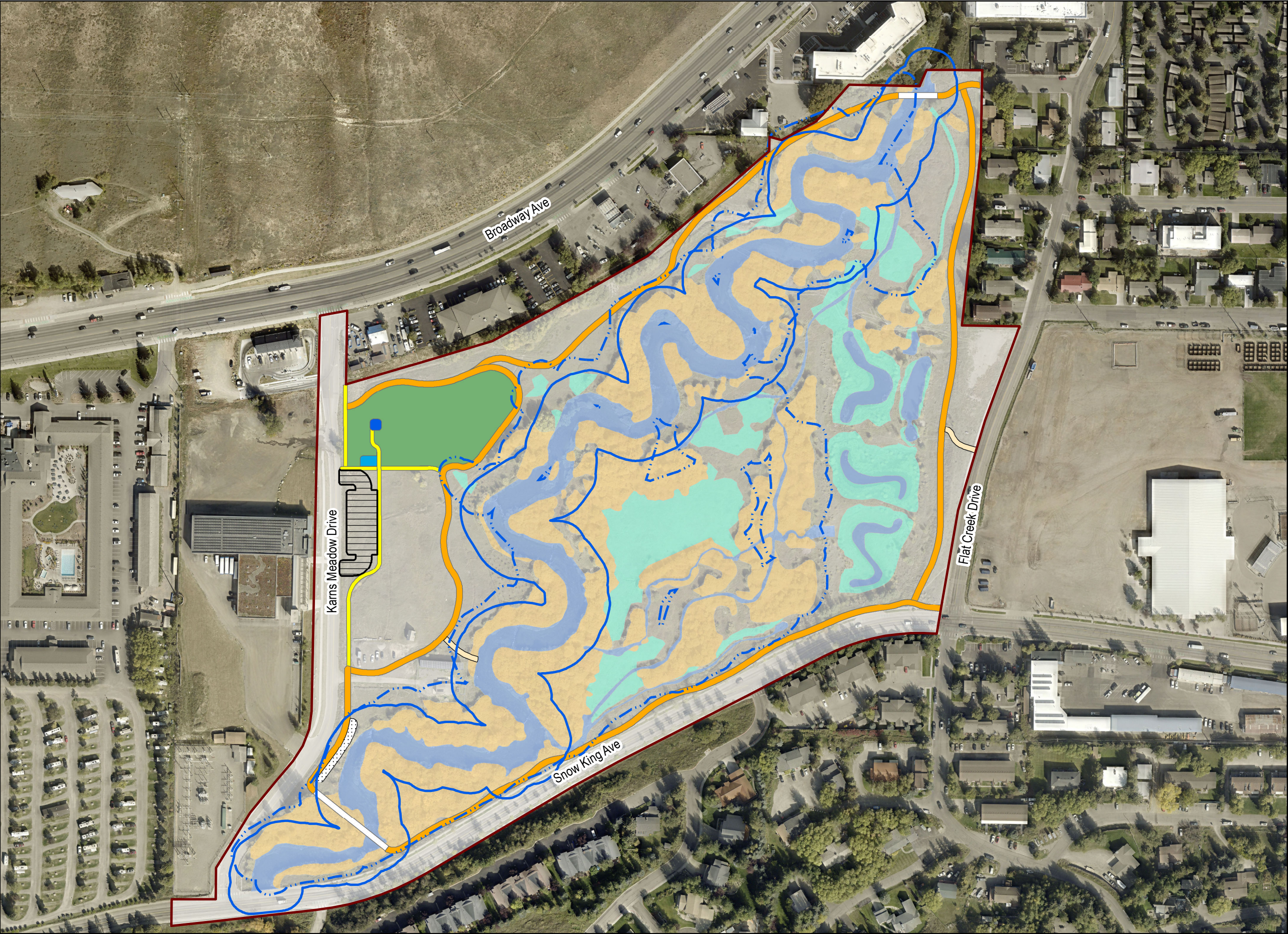


Figure 3:
Proposed Development
and
Wetland and Water Buffers

**Karns Meadow
Development Impacts**

Legend

- Karns Meadow
- 30 ft Wetland Buffer
- 50 ft Stream Buffer

Cover

- Open Water
- Scrub-Shrub Wetland
- Emergent Wetland

**Proposed
Development**

- Pathway
- Bridge
- Sidewalk
- Access Path
- Retaining Wall
- Parking
- Restrooms
- Shelter
- Lawn

1 in = 200 feet
0 200 Feet



Sources
TCPR
- Proposed Development
Teton County
- 2024 1 ft Aerial
- Parcels

July 11, 2024

APPENDIX B: KARNS MEADOW MANAGEMENT AND USE RECOMMENDATIONS

The proposed uses referenced in this document were based on the *Karns Meadow Management and Use Recommendations* internal document dated July 8, 2024 (TCPR, 2024) and included here for reference. Text in [brackets] indicates additional information provided by EcoConnect Consulting. Locations mentioned refer to draft P&R Plan (dated 6/12/2024).

1. Karns Meadow Park will adhere to the winter closure dates outlined in the Greater Snow King Winter Closure [https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5344164.pdf]. All human activity is prevented from December 1st until April 30th. Park will be considered open from dawn to dusk. No park lighting is provided.
2. Per the town ordinance, dogs are not permitted in the park with the exception of the paved concrete sidewalk along the south, along Snow King Ave. Signs shall be posted at all pedestrian access points indicating no dogs allowed citing town ordinance.
3. A park regulations and restrictions sign shall be placed within the park adjacent to the facility restroom.
4. WYG&F construction season restriction will be considered April through June for all tracts except 5 and 6. In addition, P&R shall follow recommendations for equipment cleaning for capital and maintenance work completed in parcel 1 through 4 to reduce risk of water quality contamination. [WGFD typically requires seasonal restrictions of March 31 through July 31.]
5. Equestrian use is allowed on the property, however no specific dedicated improvements are made for the use. No horse trailer parking is developed due to the proximity of the fairgrounds parking.
6. Paraglider landing is permitted in the park within Tract 5 (delineated by the red x).
7. Fishing and floating in Flat Creek is permitted per Wyoming Game and Fish regulations. No specific fishing access improvements are made. River access improvements are maintained in the northeast corner of the parcel, and proposed to be added on the west side of the creek as identified by the ellipse.
8. The CUP application will identify locations for benches and trash receptacles (bear proof) throughout the site as appropriate. No trash receptacles will be installed along or adjacent to the pathway
9. Access road to Town of Jackson infrastructure (on parcel 1 and 5) shall be gated and locked at Karns Meadow Drive to prevent public parking and/or public vehicle access within the park. No parking for Park access signs shall be installed at the northeast trail access.
10. Picnic shelter shall be for drop in use only (no exclusive reservations). The shelter shall accommodate a maximum of two picnic tables.
11. The Mercer Cabin will be removed from the Karns Meadow property.
12. Special event use on parcel 5 and 6 shall remain in place as outlined within the conservation easement. Special events are limited in number and are required to be approved as a special event by the Jackson Town Council.
13. All vegetation on site shall be managed with a balance of ecological value and public safety. P&R shall maintain vegetation along trails, sidewalks, pathways and other public use areas per the standards of Crime Prevention through Environmental Design (CPTED) and International Society of Arboriculture (ISA).

14. The department will evaluate opportunities to utilize existing water rights to irrigate and sustain Cottonwood development and/or mitigation, as well as a source for grass/lawn irrigation.
15. P&R will continue to work with Teton County Weed and Pest to maintain and evaluate opportunities to enhance the noxious weed program for the entire park.
16. Overnight camping, parking and general use will remain prohibited.
17. P&R reserves the right to temporarily close or restrict trail and/or meadow access due to sensitive ecological activity. Such closers shall be discussed and approved by the Town of Jackson Town Manager.
18. Town of Jackson Public Works Department shall have priority access to parcels 1 & 4 for routine and capital maintenance of water system, thaw well, photovoltaic, stormwater and treatment wetland infrastructure. Town of Jackson Public Works Department shall also have priority access to the entire parcel for critical winter ice management for public safety and the protection of public and private infrastructure.

APPENDIX C: RESOURCES

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PLANNING & BUILDING DEPARTMENT

July 23, 2024

Teton County Parks & Recreation
PO Box 811
Jackson, WY 83001

RE: Item P23-006: Environmental Analysis & Development Impact Assessment for Karns Meadow Master Plan - Tracts 1-6 of Karns Meadow

Dear Mr. Ashworth:

This letter is to confirm that the Karns Meadow Master Plan (KMMP) application submitted requesting an Environmental Analysis (EA) located at the above-referenced properties, has been reviewed by the Planning Department and the Planning Director recommends approval of the EA to the Town Council subject to the conditions listed below under the Habitat Enhancement section. The EA analyzed the proposed KMMP project which specifically includes a 14-space parking lot adjacent to Karns Meadow Drive, a picnic shelter, a public restroom, a 10'-wide 1.0+ mile paved multi-use loop pathway with two bridges, and a 0.06-mile paved pathway/sidewalk section in the northwestern corner of the site. Operationally, the park is proposed to be open for use from dawn to dusk (no lighting proposed) from May 1st to November 30th and be closed from December 1st to April 30th. Because the Town of Jackson is the primary property owner and will act as the developer, the Town Council will ultimately approve, modify, or deny, all proposed physical development and use within the KMMP as part of the Conditional Use Permit (CUP) review process.

When determining whether a development or use located within the Natural Resource Overlay (NRO) complies with the Land Development Regulations (LDR), **Section 5.2.1.E. - Impacting the NRO** states that "where densities/intensities permitted cannot be achieved by locating development outside of the NRO, then lands protected by the NRO may be impacted pursuant to the standards of this Subsection." The standards of Subsection 5.2.1.E. are as follows:

1. **Minimizes Wildlife Impact.** The location of the proposed development shall minimize impacts on the areas protected (e.g., crucial migration routes, crucial winter range, nesting areas). For the purposes of this standard, "minimize" is defined as locating development to avoid higher quality habitats or vegetative cover types for lesser quality habitats or

vegetative cover types. Only when avoidance is not practicable due to significant topographical constraints related to the property, may higher quality habitats or vegetative cover types be impacted.

Complies. Prior to the submission of the final proposal for the KMMP, staff followed the review process in LDR Section 8.2.2.F. which requires the EA consultant to have an alternatives analysis meeting with staff to identify potential alternative site designs to be analyzed in the EA. Multiple alternative design meetings were held on April 6, 2023, May 1, 2024, and June 14, 2024, wherein staff and the EA consultant discussed the Town Council's desired goals of the project and how to achieve those goals while minimizing impacts to Karns Meadow.

Staff finds that based on the alternatives analysis meetings, the proposed physical development and uses of the KMMP minimize impacts to the greatest extent possible as required by the LDRs. Regarding the physical development, the loop pathway is designed to avoid, to the greatest extent possible, the 30' wetland buffer, the 50' creek setback, and the higher vegetative cover types (i.e., Cottonwoods and Scrub-Shrub Wetlands). In addition, the proposed plan further seeks to reduce impacts by clustering the parking lot, restroom, and picnic shelter in a small footprint in lower value habitat instead of sprawling development into a larger area.

Regarding use, the park is proposed to be open from dawn to dusk from May 1st through November 30th and closed from December 1st through April 30th avoiding impacts during winter months which is a critical time for wildlife habitat within Karns Meadow. Since the park will be "closed" in the evenings, no exterior lighting is proposed. To further limit impacts on wildlife, the proposed plan maintains a prohibition on dogs which are currently prohibited in Town parks via the Municipal Code.

The Development Impact Assessment provided by the EA consultant provides eight additional recommendations (page #16) that seek to further avoid and minimize impacts. Ultimately the Town Council will decide on the final physical development and use and may elevate any of the recommendations provided as conditions of approval as part of the CUP for the Karns Meadow Master Plan. To help assist the Council's decision, staff has provided a response to each of the eight recommendations below on the following page.

2. **Habitat Enhancement.** The developer proposes mitigation and habitat enhancement for the land impacted, either on-site or off-site, on a basis of two acres of mitigation/habitat enhancement for every one acre of land impact. This shall be completed pursuant to a mitigation/enhancement plan, which includes a monitoring program.

Complies. As stated in the EA, the proposed areas of disturbance will require a 2:1 mitigation per the LDRs. Since the proposed development will impact cover types ranging from 3-8, a mitigation plan will be required at the time of physical development permit submittal. The mitigation plan shall address and summarize the disturbance areas, the mitigation goals and details, proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. In addition, a bond for 125% of the cost of

12the 2:1 mitigation shall be provided prior to the issuance of the physical development permit and held until the mitigation work has been completed and satisfactorily inspected by the Town. Prior to the Town's inspection, the EA Consultant shall conduct a site inspection of the 2:1 mitigation and provide a written summary to the Town.

Below are the eight recommendations, with staff responses, provided by the EA consultant that the Council could consider as part of the CUP:

1. EA Consultant: Removal of the northern spur pathway as it is a duplicative of the sidewalk connection to the circular pathway.

Staff Response: *Staff is supportive of this recommendation and agrees that the northern spur (specifically the orange pathway section that branches off from the pathway junction and connects to Karns Meadow Drive) is duplicative. Should the Council decide to remove the northern spur, the overall plan will still accomplish the goal of a loop pathway around the park.*

2. EA Consultant: Avoid introducing additional grass species by avoiding the installation of a landscaped lawn on Tract 6. Rather than introducing landscaping, the existing grass species could be simply mowed. This would maintain the grass species present and avoid the introduction of species that may not benefit ungulates and other wildlife species as winter forage. Furthermore, the avoidance of a landscaped lawn area would be in line with the Conservation Easement's definition of "Natural Park" which emphasizes "the preservation of the existing natural features" (Conservation Easements Section III.M, Definitions). Lastly, if natural grasses were allowed to grow unmaintained in the late summer/ fall, this would contribute to available winter forage for ungulates.

Staff Response: *Staff is neither recommending nor opposing the idea of keeping the native grassing and not introducing non-native grasses. Based on discussions with the Parks and Recreation Department, we understand that the grass area is an important component of the overall park plan and do not find that it must be removed to comply with the LDRs. However, removal of the turf area would create a more "natural" park character.*

3. EA Consultant: The parking lot could be minimized to the smallest number of spaces expected or avoided by utilizing or creating on-street parking along Karns Meadow Drive. As with the meadow, this parking lot should remain closed and unplowed during the winter months.

Staff Response: *Staff has not studied the concept of on-street parking along Karns Meadow Drive, nor has Council direct staff to do so. This parking alternative would involve a larger discussion around the future desired use of Karns Meadow Drive and consultation with START to better understand possible operational conflicts with busses. With that being said, staff is open to having that conversation should the Council desire on-street parking.*

Because the CUP has not yet been submitted, staff is not making a recommendation on the number of proposed on-site parking spaces, which at this time is 14 spaces. The Council will have the opportunity to discuss the number of proposed parking as part of the CUP and will have the option to decrease, or increase, the amount of parking. Staff does however agree that the parking lot should remain closed and unplowed during the winter months.

4. EA Consultant: Field-fit pathway and infrastructure alignment to avoid impacting high value habitats (e.g. cottonwoods and wetland areas) where possible.

Staff Response: *Staff is supportive of this recommendation. This will ensure that , certain improvements can be shifted or aligned to avoid high-value habitats that were not identified on the plans but were observed in the field.*

5. EA Consultant: Limit special events to a small number of people and have them take place primarily during daylight hours, avoiding dusk and dawn when wildlife species are more likely to be present in the meadow. Furthermore, if party tents are a component of the special event, these should be constructed and removed the same day as the event. This same day removal would protect wildlife, particularly ungulate species, from becoming entangled in the tent's rigging.

Staff Response: *Staff is not making a recommendation on special events at this time but agree that any party tents should not be allowed to remain overnight. The Council could choose to limit and restrict special events as part of the CUP review process.*

6. EA Consultant: A measure to limit the impact of pathway infrastructure would be to build gravel surface or natural surface (dirt) trails rather than a paved surface pathway. A paved surface would increase run-off into the creek; increase the speed that users travel; increase the area of impact (greater fragmentation/ larger, construction limits of disturbance); and visually be a stark contrast with the surrounding vegetation. In comparison to a paved surface, a gravel or dirt path would slow run-off into the creek, slow the speed of users, have a smaller area of impact; and visually blend into the landscape. However, dirt trails near the waterway have the potential to increase sedimentation into the creek. Limiting sedimentation into the creek could be designed for using best management practices. Regardless of the surface, maintaining path alignment as far away from the waterway as possible is beneficial to the waterway.

Staff Response: *Staff is not recommending a gravel or dirt pathway because the original plan presented to the Town Council at their 2022 Workshop showed a paved pathway and the Council directed staff to pursue that plan. With that being said, the Council could decide as part of the CUP that the pathway should be gravel or dirt and staff would not be opposed. Staff does agree that the pathway alignment should be as far away from the waterway and the proposed plan, along with field-fit alignments, seeks to accomplish this goal.*

7. EA Consultant: Pathway use by only non-motorized riders (e.g. no e-bikes or motorized scooters) would slow the speed of users and minimize potential human-wildlife conflicts.

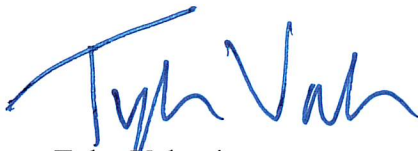
Staff Response: *Staff is neither recommending nor opposing the idea of prohibiting motorized travel (e.g., e-bikes) in the park. We do not find that doing so is necessary to comply with the LDRs. The Council could choose to further limit and restrict the pathway to non-motorized users as part of the CUP review process.*

8. EA Consultant: The southern bridge and associated habitat fragmentation and vegetation removal could be avoided by maintaining the pathway along the roadway and then building a pathway bridge immediately adjacent to the roadway bridge. In the future when the roadway bridge is replaced, it could be redesigned to be both wildlife friendly and incorporate a pathway.

Staff Response: *Staff is not recommending removing the southern bridge because the Town Council, at their 2022 Workshop, directed staff to pursue a loop pathway within the park and the southern bridge is part of the loop pathway system. However, the Council could choose to remove the southern bridge crossing and route park users adjacent to Snow King Drive and Karns Meadow Drive as part of the CUP review process and staff would not be opposed.*

If you have any questions or need additional information, please contact me at 307-733-0440, ext. 1305.

Sincerely,



Tyler Valentine
Senior Planner

From: Andrew Glenn <drew@glennoms.com>
Sent: Tuesday, October 1, 2024 11:47 AM
To: Town of Jackson Planning Department
Subject: Karns Meadow project

Hi, local resident off of Snow King; our management team wanted us to reach out with any opinions regarding the proposed Karns Meadow development...

I can speak for myself, my family and my employees (am a local business owner) in that we all think this is an absolutely TERRIBLE idea. This is a pristine wetland area, as anyone local can plainly see, and any building project, regardless of what studies may have been done, is going to disrupt a LOT of local habitat, not to mention put housing in the middle of town that NO ONE wants there. There's obviously been a lot to be desired when it comes to city planning in general, but this would be egregious, destructive project, and we can't believe it's actually being considered.

There are, what 8-10k residents who are present 6+ months a year? Betting we could find 7000 signatures in petition?

Won't raise a stink beyond this, rarely weigh in on things of this nature, but there are a lot of strong opinions of dissent on this, and we're hoping this receives a solid VETO from the locals.

best regards,

andrew glenn



WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699
wgfd.wyo.gov

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John Masterson
Rusty Bell
Ralph Brokaw

September 16, 2024

WER 14978.00a
Town of Jackson
Karns Meadow Master Plan
Conditional Use Permit
Teton County

Tyler Valentine
Senior Planner, AICP
Town of Jackson
150 E. Pearl Avenue
P.O. Box 1687
Jackson, WY 83001
tvalentine@jacksonwy.gov

Dear Mr. Valentine,

The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed Karns Meadow Master Plan Conditional Use Permit in Teton County. The Department is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Pursuant to our mission, we offer the following comments for your consideration.

The Department appreciates the integration of our previous recommendations to avoid and minimize impacts to aquatic and terrestrial resources into the Master Plan. We also support the following specific elements of the Master Plan as they will further reduce unnecessary impacts:

- Seasonal big game closure (December 1 through April 30).
- Property open from dawn to dusk only.
- Dogs are restricted to the sidewalk along Snow King Avenue.

One potential source of concern for maintaining wildlife movement is the development of a retaining wall along Snow King Avenue. Retaining walls can act as a hard barrier to wildlife. We are aware that the specifications of the retaining wall, and determining whether a retaining wall is even needed, has not yet been determined. We offer the following recommendations for consideration if development of the retaining wall is pursued:

- Minimize the size of the horizontal and vertical retaining wall to the extent possible.

Tyler Valentine
September 16, 2024
Page 2 of 2 – WER 14978.00a

- A stair-step design is preferable to one large retaining wall (i.e. two 2-ft steps vs. one 4-ft step).
- Minimize the number of vertical drops greater than 1 foot as they will prohibit large game neonate, non-game, and young waterfowl movement.
- Vertical walls are better for steps, opposed to large boulders that widen the step and make it harder for animals to walk on.
- If the wall is longer than 120 feet, add a break to reduce wildlife from searching for areas to cross.
- A 2:1 slope should be considered the maximum.

Department personnel welcome the opportunity to discuss pertinent Best Management Practices for portions of the project that are being developed in more sensitive area, such as near riparian areas or Flat Creek, as the project moves forward.

We appreciate the opportunity to comment. If you have any questions or concerns please contact Ross Crandall, Habitat Protection Biologist, at (307) 367-5615.

Sincerely,



Will Schultz
Habitat Protection Supervisor

WS/rc/kgb

cc: U.S. Fish and Wildlife Service
Chris Wichmann, Wyoming Department of Agriculture



**Teton
Conservation
District
Est. 1946**

Tyler Valentine Senior Planner
Town of Jackson Planning and Building Department

September 18, 2024

RE: Karns Meadow Conditional Use Permit (Trans Memo P24-130)

Dear Tyler,

Thank you for considering Teton Conservation District's (TCD) review of the proposed park development on Karns Meadow. TCD has reviewed the Trans Memo P24-130 and Conditional Use Permit (CUP). TCD's comments below provide opportunities to reduce the potential natural resource impacts of the proposed actions. TCD is very familiar with the site, its history, and has attended site visits with Town staff and the JH Land Trust, and have been a part of previous planning, concept review, and the Environmental Assessment.

Summarized Comments:

- 1) Redundant sidewalks, pathways, and bridges are currently included and should be eliminated. A broader area sidewalk, pathway and roadway reconfiguration will minimize costs now and, in the future, reduce natural resources impacts.
- 2) The South Flat Creek Pathway Bridge is unnecessary and should be moved for a variety of sound reasons.
- 3) Pathways and bridges should be constructed to minimize intrusion into wetlands and riparian areas.
- 4) The parking area should be designed to minimize intrusion into the park, and instead be focused towards Karns Meadow Drive.

General Comments:

Karns Meadow is being surrounded by high density development that isolate it and heighten human presence in the area. Contrastingly, the meadow is healing from prior disturbance from its time as an agricultural pasture and end point for untreated snowmelt. In fact, the positive trajectory of the riparian vegetation and aquatic habitat are something that the Town of Jackson and the Parks and Recreation Department should be proud of.

The scrutiny of proposed park development at this site is due to the increasingly high value that this site has for wildlife and natural resources amidst the development pressure in the Town of Jackson. The proposal put forth in this CUP addresses many of the primary concerns of TCD and the community by limiting the overall scope of the park and other developments, excluding night and winter activity, and by moving activity to the periphery of the park. However, TCD believes that a few small tweaks to the proposal could further support the balanced vision of the planned

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Jackson, Wyoming 83001	carlin@tetonconservation.org



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activities as summarized in the CUP, "...creating low-impact amenities that protect natural resources while providing convenient and safe community access."

Snow King Avenue Pathway Concepts:

The existing sidewalk north of Snow King Avenue should be removed and a single pathway should replace it for the full extent of Snow King Avenue. Consider the amount of vehicular traffic that uses Snow King Avenue every year, as an essential corridor for emergency responders, residents, tourists, construction traffic, trailer traffic, etc. All of these activities are currently occurring in a two-lane road, with a total width (for BOTH LANES) of 20 feet. Currently, the two sidewalks and two bike lanes occupy a width of 22 feet. The proposal to add an additional 10-foot pathway that drops down into the riparian area and an estimated 450-foot retaining wall to accommodate it is excessive and unnecessary. Please consider a simpler, lighter touch option that avoids wetlands and waterbodies, and doesn't add duplicative pavement and higher costing infrastructure.

Bridges:

All bridges should be designed to allow floodwaters and large wildlife to cross underneath and around them. When more detailed engineering is completed for bridge construction, TCD would appreciate the opportunity to review the configuration as it pertains to flood conveyance and wildlife movement.

Karns Meadow is one of the very few places in Town where Flat Creek has room to meander. Establishment of bridges results in the need to hold Flat Creek in place, and the proposed southern bridge will further limit the ability for Flat Creek to move laterally. By locating bridges in locations that Flat Creek's location is already 'fixed', it reduces the need for future instream activities such as flood and erosion control and bank stabilization. The northern bridge is located well, and the Snow King Avenue bridge already presents a 'fixed' stream location to build adjacent to.

The CUP cites the exemption of Pathways from the Flat Creek and Wetland Buffer and Land Development Regulations. TCD knows this to be true but wants to encourage the town to limit development within these buffers, as they would require a private land applicant to limit work in these buffers. The Environmental Assessment recommends against the southern bridge. This is not an essential component of this project and there are viable alternatives to limit the pathway's impact to stream and adjacent wetlands.

The location of the south bridge across Flat Creek should be reassessed, within the context of a redesigned Snow King Avenue Bridge over Flat Creek and a redesign of the Snow King Avenue, Karns Meadow Drive intersection. The current location adds a redundant crossing location over

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Flat Creek whereas one already exists immediately downstream. This brings more disturbance into the riparian area than is needed. The current sidewalk on the west side of Karns Meadow Drive can be removed, Karns Meadow Drive can be moved west to make space for the new pathway and sidewalk on the eastern side of Karns Meadow Drive. This would make space for a pathway bridge parallel to existing Snow King Avenue bridge. See attachment.

The design intention of the South Bridge as described in the ‘Parks and Recreation Responses to Environmental Analysis Recommendations’ in the CUP, “... to provide a distinctive elevated pathway experience that spans Flat Creek and the abutting wetlands” is costly and an avoidable impact to natural resources. The long span to clear the wetlands and the creek will require significant disturbance and costs, compared to a smaller bridge. There are many existing bridges in the Town of Jackson where Flat Creek can be overlooked, including along Snow King Avenue, as well as those along the pathway system. It is understandable that creating ‘a distinctive elevated pathway experience’ would be of interest to a Parks and Recreation or Pathway organization, however the financial and natural resource costs should be more thoroughly addressed by evaluating a broader scale site alteration that includes the sidewalk and intersection of Karns Meadow Drive and Snow King Avenue. This park development will permanently alter this area, and doing so in a way that considers changes to the existing infrastructure layout is worthwhile.

Parking Lot Configuration:

The proposed parking area on the west side of Karns Meadow places parking spots into the meadow and retains potential expansion locations towards the roadway. This design concept, which includes screening of the parking area from the roadway, fragments the meadow, more than is needed. By placing parking on the west side of the parking area, limiting vegetative plantings between Karns Meadow Drive and parking area, connected open space could be left intact. Screening of the parking area from the open space in the park, with vegetative plantings east of the parking area makes more sense from a wildlife perspective than putting screening between the road and the parking area, which unnecessarily establishes screening between two areas used for vehicles.

Vegetation:

Consider opportunities to limit the initial area of lawn to a minimum. Then assess how the area gets used. Lawn area can always be increased, but the initial costs and long-term need for water and turf management could potentially be decreased if lawn area is minimized initially.

Trees planted in association with this project should be protected from beavers with wire cages. Beavers will persist even if removed from this location, so planning for their presence and impact is warranted.

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This location is an excellent place to implement hand/manual removal of some of the common weed species, because it is small in area and self-contained and could be adopted by a crew of volunteers. TCD is always available to discuss vegetative plantings and reclamation opportunities.

Please reach out if you have any questions about these comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlin Girard'.

Carlin Girard
Executive Director, Teton Conservation District

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420 W. Pearl Ave.	307/733-2110 P
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Jackson, Wyoming 83001	carlin@tetonconservation.org

Friends of Pathways
PO Box 2062
Jackson, WY 83001



610 W Broadway Ave / Suite 204
307.733.4534
www.friendsofpathways.org

Nov. 5, 2024

Jackson Town Council

Sent via email

Dear Madame Mayor and Town Councilors,

On behalf of the Board of Friends of Pathways (FOP), I am submitting comments regarding the Karns Meadow Masterplan Development Conditional Use Permit application.

FOP supports the Karns Family vision to protect and conserve Karns Meadow while creating a passive public Park for low-impact recreational activities. In 2003, the Karns Family made the extraordinary decision to protect 42 acres of their family lands, known as Karns Meadow, and sell it to the Town of Jackson at a very discounted rate so it could be developed into a public park. This was an inspirational gift to the community, safeguarding highly valued land from subdivision, conserving wetlands and other natural resources along the Flat Creek corridor and guaranteeing public access to Karns Meadow in perpetuity. **The concept of Karns Meadow Park, which included a perimeter pathway for summer and winter use, and a picnic, restroom and parking area was lauded by conservation advocates, public officials and the community.**

However, the long span of time between the Family's legacy gift and the actual development of Karns Meadow Park, has led to a good deal of forgotten or revisionist history. This has put the Family in the frustrating position of defending both their vision for Karns Meadow Park and the agreement with the Town that preceded the sale of their family lands.

The FOP Board feels strongly that the Town should honor the vision of the Karns Family and move forward with designing and constructing the perimeter pathway and keep the pathway open and groomed for day-time Nordic skiing and walking in the winter.

Friends of Pathways prioritizes projects that connect people to the pathway network and provide close-to-home opportunities for outdoor recreation and access to nature. The Karns Meadow Park project meets those priority goals and will also:

- Be within walking distance to at least 318 high-density workforce housing units created with support from our local government. This park will directly benefit the residents at Simon/Smith Lane (13 units in development), The Grove (44 units), the Virginian affordable housing project (at least 200 units), Parks & Rec Employee Housing (13 units), and Flat Creek Apartments (48 units).
- This park will also serve the free-market Sagebrush Apartments (90 units), and provide important greenspace for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards, and who do not have the luxury of time to drive to Grand Teton Park, Teton Pass, or even Cache Creek to take a quick after-work walk or ski. Easy access to exercise and

the outdoors is valued by everyone – maybe even more so for people who are pressed for time, raising families, and working long days.

- Enhance the Town Park system, providing a similar family-friendly experience as May and Garaman Parks.

The FOP board believes it is important to keep the perimeter pathway open and groomed in the winter but supports a winter closure of the Park's interior property (i.e. the lands inside of the perimeter pathway) from Dec. 1 – April 30. This additional restriction on Park accessibility was seen as a meaningful compromise, that along with restrictions on dogs and nighttime use, will benefit mule deer and other wildlife that winter in this area. The Board does not feel qualified to speak about the ultimate design or layout of the pathway and felt that there may need to be some concessions for expense, engineering or environmental considerations (e.g. wetland & water crossings, wildlife impacts, flood mitigation, and steep grades.)

What more can we possibly ask of the Karns family? For certain, it would have been easier, and far more lucrative for the family to develop their land and forgo their community vision. If they had done so, the public wouldn't have the luxury of making any comments about the benefits or detriments of proposed park amenities, because Karns Meadow would be filled with houses, driveways, fences and no trespassing signs.

Please provide the leadership necessary to move forward with this long-awaited project and prioritize completion of Karns Meadow Park in the next two years.

Sincerely,

Katherine Dowson

Katherine Dowson
FOP Executive Director

From: noreply@civicplus.com
Sent: Friday, November 8, 2024 8:46 AM
To: Town Council
Subject: Online Form Submittal: Susan Marsh Email the Town Council

Email the Town Council

Email Content: Town Council,

(RE: tonight's meeting, which I will try to attend)

Please don't lose sight of the importance of protecting the habitat and ecological values of Karns Meadow. Of particular concern to me is the proposed paved loop, for several reasons.

I'm not anti-bike. I wouldn't ride any of my three bikes if not for pathways that are separate from traffic. But I don't see the need to disrupt wetlands and wildlife habitat with a paved loop that would circumnavigate the park when a route set away from the wetlands (to the northwest where it is mostly open) would serve.

From the CUP narrative, I understand that Snow King Avenue, which currently accommodates a two-way transportation route for bike and pedestrian use, does not comply with town standards. So the proposed park pathway would replace some of it.

If this is a primary reason for the proposed pathway in the park, why not consider something like what was proposed by the JH Land Trust in 2018? This would not be a loop requiring pricey bridges but would go from the vicinity of the foot of West Hansen Avenue to Karns Meadow Lane near the existing parking.

Why don't I like the loop? It strikes me as not only unnecessary but wasteful to insist on two bridges in a place where annual winter flooding would damage or destroy such structures. Is the town really ready and able to fund replacement of these structures when we keep hearing about a budget shortfall? If anything close to what Mogul Corp proposes at the north end of town is allowed (along with other similar projects with

underground parking), there's a possibility that even more groundwater will be diverted into Flat Creek, thus increasing the flooding problem at Karns Meadow.

I also have a concern about the related retaining wall, another expensive proposal to accommodate unnecessary infrastructure. Would it further impede wildlife movement in and out of the park from the hillside above?

In regard to the proposed lawn, it seems that an acre-plus is a bit excessive. The area that is already mostly smooth brome and free of old irrigation ditches might be suitable for mowing, but where native vegetation exists, and particularly near the creek, mowed turf feels out of place in my mind. The wildflowers and shrubs offer an opportunity for nature study that isn't really available at other town parks due to the clipped and manicured nature of the ground cover.

Thank you for including a seasonal winter closure that matches the dates imposed on nearby USFS land. Much as I like to wander in places like Karns Meadow in the off season, the wildlife needs it more.

I would also like to suggest that we zoom out slightly to consider the changing context of Karns Meadow Park. The hillside above, where the rodeo stock were kept for years, is now all residential development. The Sagebrush Motel with the 'doggies welcome' sign has been replaced by a large building with no trees. There is no safe passage across West Broadway for wildlife, and Flat Creek is pinched between retaining walls above the bridge. If deer and other creatures are going to be able to access their historic summer and winter ranges, we have an opportunity here to assure that – or to lose it forever.

With thanks, Susan Marsh (Jackson)

Your Name:	Susan Marsh
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3077335744
Your Email Address:	smarsh@wyoming.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

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

From: [Frances H. Clark](#)
To: [Town Council](#)
Subject: Karn's meadow - a natural not recreational park
Date: Friday, November 8, 2024 10:19:44 AM



Dear Mayor and Town Councilors,

I have been tracking the proposals for Karn's Meadow for some years now. I apply 20 years of professional experience in urban planning, botanical inventories, wetlands protection, and conservation plans relating to similarly sized conservation lands in suburban Boston. Since then, I have lived 14 years full-time in Wilson. I helped document the key focal species and processes for the Teton County's portion of the Greater Yellowstone Ecosystem for the JH Conservation Alliance a few years ago. I am deeply committed to sustaining this amazing ecosystem and the unique opportunities it provides the public.

I am confounded by the continued contradiction of the plan to the county and town's unique goal

1.3.1.- Implement the Community Vision.

"Preserve and protect the area's ecosystem in order to ensure a healthy environment, community, and economy for current and future generations."

Karn's meadow is a critical case in point.

While I know there has been a great deal of dedicated work and public input on Karn's Meadow's future, I am surprised that the planning commissioners and town councilors continue to ignore much of what has been presented by Eco-connect in the EA, the Wyoming Game and Fish Department, and the Teton County conservation District, and other experts, not to mention public input. All this documentation concludes that the more human disturbance, the greater the impact on the wildlife that depend on this small but critical parcel of land in the heart of Jackson. Once again, the leaders of the community appear to be voting for recreation and manicured parks at the expense of conservation. This will be especially true if you vote for the current plan with the circular pathway or cede to present demands for winter use.

The conservation easement for Karn's meadow is meant to balance recreation with nature, but the balance continues to be weighted heavily toward recreation to the detriment to wildlife. The context of Karn's Meadow has changed significantly in 20 years. Jackson is more

densely developed and recreational opportunities abound within and around Jackson. It is time to weigh more heavily toward protection of the natural resources.

The current plan significantly buffers Fish Creek with a major exception: the two proposed bridges and associated grading that fragment this critical wildlife riparian corridor. The southwest corner bridge is intrusive and unnecessary with the road already going around that corner. People can get ample views of the wetlands from the existing Snow King pathway. Along that route perhaps provide an interpretive signs and a couple of overhanging platforms will encourage people to slow, stop, and look.

The wide, paved pathway through the meadow and east invites more people to use fast moving bicycles. Furthermore, as already stated many times by others, this pass-through route is redundant with the pathways that already in exist to the north and south. The proposed pathway and bridge significantly encroaches on the creek and wetlands to the southwest. And the plan adds barely a mile to dozens of miles of pathways in Jackson itself, through Wilson, and into much of the park. Twenty years ago, there were no such pathways for skiing or bikes. Not so now. Furthermore, the town has no enforcement capacity to limit e-bikes even though they will be prohibited in Karn's Meadow. We all know how they have become a nuisance, if not a threat to pedestrians, not to mention wildlife. This wide, paved pathway along the west, north and east side will deter pedestrians, as many of us have seen elsewhere including by my house in Wilson.

Biologists are discovering more and more the sensitivities of wildlife to sound, movement, and light. The EA describes clearly the impact of moving people stressing animals. Not only are wildlife impacted, but also the opportunity for visitors to enjoy the wildlife is disappearing—the song birds, ducks, deer, moose flush way ahead of the inconsiderate motion of people. Then people say, “What wildlife?” Well, they scared it away. The acclaimed book *This Immense World* by Ed Yong delves deeply into the research.

Furthermore, the conservation easement legally designates Karn's

Meadow as a “natural park”; however, the proposed plan almost eliminates the opportunity for Karn’s Meadow to be such. The current design is heavily weighted for recreation, not balanced. In reality, it is becoming almost impossible to have both active recreation and wildlife in a confined area. However, this can be changed with your vote. Ask staff to:

- Eliminate the circular paved pathway and bridges. This will also significantly reduce the cost and maintenance of the park.
- Instead, design a simple 5-8’ wide trail—perhaps more of a sinuous loop in the northwest corner of the meadow through the cottonwoods, with a spur going to the east with a viewing point or two of the wetlands. Have a few benches for people to rest and watch.
- Chose to use a gravel or packed material as recommended by the EA and TCD.
- Chose to reduce the lawn area significantly. The meadow is key habitat for not only grasses but varied native wildflowers (more can be planted as a community project). These will attract pollinators—bees, butterflies, myriad “bugs” which are intriguing for visitors to watch. These rough habitats provide cover and food for small mammals—such as voles, ground squirrels, pocket gophers which in turn feed coyote, hawks, weasels, as well as birds. Again, this adds to the wildlife diversity and passive recreation opportunities. People can walk observe and study wildlife, including birdwatching which is one of the most popular recreational activities in urban areas.
- Push the parking back west toward the road and keep the public amenities simple....
 - Reduce facilities to one simple restroom (as in much of GTNP) and a much simpler picnic table or two would suffice for the likely visitation. These could be added to if need be.
- No special events should be permitted except for community service days to enhance habitat and local educational nature programs. And I don’t see why a paragliding landing site is necessary? The sensation of a large pterodactyl flying overhead can’t be conducive to wildlife. Can paragliders land at the

nearby rodeo grounds, instead?

This alternative proposal of a wildlife-focused, accessible pathway invites young families, older people, anyone, to walk quietly, sit, and discover the wildlife present. This slow nature experience is becoming rare, dare I say precious, within the confines of Jackson. A truly natural park offers a distinctly different option to the nearby town parks and play fields. Other urban/suburban parks around the country have provided for natural enclaves for decades, and indeed planners and public are finding these wilder green spaces all the more important in our busy world—and Jackson is now urban.

And by all means, do not concede to the recent special interest push to open the area during the winter. The reasons have already been documented by the agencies and the EA.

Thank you for considering my comments. You have a unique opportunity to make a decision on behalf of the wildlife and the public that will affect the natural heritage of Jackson for years to come.

Frances Clark

Wilson

--

Frances Clark, botanist
Carex Associates
P.O. Box 1932
Wilson WY 83014

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Franz Camenzind Email the Town Council
Date: Friday, November 8, 2024 2:33:03 PM



Email the Town Council

Email Content:

I apologize, but I am unable to attend the TOJ November 18 meeting. I submit the following written comments for consideration regarding the Karns Meadow Development Proposal. Thank you- Franz

/Users/franzcamenzind/Desktop/KARNS.Md.TOJ
2024.COMMNTS.docx

Jackson Town Council November 8, 2024
Jackson, Wyoming

Re: Karns Meadow

Submitted electronically

Madam Mayor, Councilor Members,

Thank you for this opportunity to share my thoughts regarding the proposed Karns Meadow Master Plan Development (Meadow). I submit this as a private, 54-year resident of Jackson and a retired wildlife biologist.

I began writing these comments after reviewing my old Karns Meadow files, the Environmental Assessments and most recent Addendums, along with the staff report. I read the 2024 Game and Fish comments and I recent comments from the Teton County Conservation District.

I was going to write a lengthy, well cited document and then realized that you all have these same documents and there was no need to reiterate with precise citations what you already have. Therefore, I shall get to the point.

I truly hope you can come to a decision to leave Karns Meadow as it is; a Natural Park ("as defined by conservation easements") and not allow it to be developed and reconstructed as a domesticated outdoor recreation park where humans dominate.

In staff's compliance and findings sections for the various aspects of the proposed development, it is often stated that they "can make the findings" or "are in compliance with," or "in

substantial conformance with” the Comprehensive Plan’ LDRs and/or the Natural Resource Overlay, in which the Meadow is included. These phrases simply state that the various development details are allowed and they may occur- they do not mean they are required. And that brings us to the reason for these public hearings, they provide the public, who are now the owners of this land, to submit concerns and opinions regarding the future of the Meadow.

In that process we must accept the fact that this is “primarily a wetlands complex within the town of Jackson,” and by far the largest and likely the only. The Teton County Comprehensive Plan makes it clear that riparian and wetlands are of critical importance and warrant extra protection with via our Land Development Regulations. For example, the comprehensive plan identifies the Meadow as a “Preservation Subarea” that “should continue to serve as wildlife habitat and a key wildlife movement corridor in the future”.

Clearly, the Meadow is more than a place for wildlife ranging from muskrats to moose and deer to dragon flies. It is also a calming green space along congested roadways, highways, bike paths and walkways. It is a waterway, a tributary to the Snake River, a wildlife corridor. It is nesting and rearing habitat for numerous bird and small mammal species and it is home to Snake River Cutthroat Trout. It is much more than a piece of undeveloped land with willows- it is a treasured, living landscape harboring a great diversity of dependent wild life. It is a Natural Park, needing no significant management, other than to be left alone with its own ecological functions relatively intact.

The EA determined that 16.2 acres of the Meadow is made up of wetlands and wetlands shrub habitat types. Add to this the 5-plus acres of Flat Creek’s open water, and the approximately 1.2 acres of “constructed” open waters (east side storm waters treatment ponds), we have over half the Meadow consisting of habitats with the highest biodiversity potential in the west. It is estimated that 90 percent of all of Wyoming’s wildlife species use wetlands and riparian habitats daily or seasonally during their life cycle. This is a habitat that deserves protection, not developments, particularly those aimed at bringing impactful human activity into its midst.

As the current proposal is presented, I offer these specific comments, they do not imply that I support the development plan:

Seasonal closures: I support winter closure, but recommend that it extend to June first. I say this because bird nesting is at its highest in May, and opening the Meadow to human activity on May first will have significant impact to bird nesting success.

Hours of closure: This should be clearly described on site and based on nothing less than one-half hour after sunset and this can be adjusted on a monthly basis with times as such written and available on signage at entrance sites.

Noise: I agree that noise must be regulated and as such, I recommend that no amplified equipment or productions be allowed. Any music must be acoustic only. And no "Boom-Box" use at a volume greater than live, acoustic music will be permitted.

Special events: Any special event must be permitted and attract no more than 25 to 30 individuals and must abide by all existing regulations.

Dogs/Domestic pets: I fully agree that dogs and domestic pets be restricted to the south-side pathway.

Lighting: I completely concur that there shall be no lighting in the Meadow.

Overnight parking: I fully support the ban on overnight parking in the Meadow parking lot. However, what will prevent visitors with Recreation Vehicles from parking on Karns Meadow Drive, particularly with the availability of a nearby restroom?

Pathways and habitat fragmentation: I recommend that the south bridge over Flat Creek be realigned to be adjacent to the current Snow King Avenue vehicle bridge and then continue north as an attached bike lane on Karns Meadow Drive to the proposed parking area. This recommendation is supported by the Teton Conservation District's September 18, 2024 comments and those within the July 11, 2024 EA Addendum, p. 12-13.

Habitat fragmentation is the breaking up of contiguous habitats, typically by roads, utility corridors or trails, whether paved or dirt. Fragmentation creates smaller islands of habitat, often limiting wildlife use because of the increased edge effect which in turn decreases the buffer and security benefits of larger habitat parcels. The physical presence of a road and trail is but one impact, the second is the activity that then occurs on those roads and trails.

Impacts of human activity: This subject is sorely under addressed in the EA and the staff report. There is an ever-increasing amount of peer reviewed information available that describes the impacts to large mammals and birds from various types of human activity including hiking and biking. I am happy to share with staff a list of articles covering this topic if so desired. For

now, I will highlight representative reports and conclusions.

Because the Meadow will have a winter closure in effect, I will not dwell on impacts to wildlife in winter. However, I can say with confidence that mule deer will be impacted during the summer daylight hours by the presence of humans, whether on the designated trails, on user-created trails, or just while wondering off-trail to explore Flat Creek or for fishing. The research literature regarding deer consistently concludes that deer (and moose) do not flee to the degree that elk do when confronted by humans. However, the same studies consistently conclude that while generally not fleeing far, they do move as far as necessary to enter denser cover. This usually results in higher stress levels, less foraging time and if human presence is persistent, deer may completely abandon the area. This amounts to nothing short of an overall loss of available habitat. Whether deer disturbed or caused to leave the Meadow during summer daylight hours will return after dark cannot be predicted.

We all know that if a cow moose is in willow habitats in spring time with a newborn, it is wise to stay completely out of the area. This presents yet another reason to extend the winter closure to the end of May. Wisdom gained from experience forces me to conclude that if a cow moose is in the meadow in spring, an emergency "Do Not Enter" closure should be put in place.

I feel confident to say that the small size of the Meadow and its being surrounded by developments, makes predicting human impact to wildlife more difficult to predict. But it is also that small size that limits the options wildlife have that truly allow them to avoid disturbances by moving into cover, and in this small habitat, remain in the Meadow. The very likely outcome will be that deer simply abandon the Meadow. Is this how a Natural Park is to be managed?

Of great concern are the often-overlooked impacts to birds. One peer reviewed study of the impact to bird species diversity and population density along recreation trails concluded: "that in the disturbed (i.e. high recreation level forests) the density of birds and species richness were both reduced at points close to trails when compared to points further from away". The authors also concluded "that the mere presence of humans can negatively affect the forest bird community along trails." (Effect of Recreational Trails on Forest Birds: Human Presence Matters. Ecol. Evol. 12 November 2018.) Much of the current pathway placement traverses rich habitat for both passerines and waterfowl. If developed as currently presented, it is safe to say that the bird population will suffer in both diversity and abundance. Is this how a Natural Park is to be managed?

Trail placement: When viewing the proposed trail placement and

then applying an average (and somewhat arbitrary) 200-foot flight or disturbance distance on both sides of the streets, trails and pathways, there is very, very little habitat that is not within the impact zones, leaving virtually no safe, undisturbed area for wildlife. And what little there is exists between the east bank of Flat Creek east to the pathway immediately west of Flat Creek Drive. To increase this very limited safe wildlife area (least impacted by human presence) , I strongly urge that a year-around closure be placed on the area east of Flat Creek to the east boundary of the Meadow. This will require abandoning the east (north-south) paved pathway. This can be mitigated by having the north segment of the pathway trail exit the Meadow to the east at the Hanson Street trail head and then using a bike lane already on Flat Creek Drive to join Snow King Avenue to the south. That still allows a loop trail, but one far less impactful to both the habitat and wildlife.

Pathway need and location: I agree with the Game and Fish Department as noted in the 2019 EA, page 22 that they “discourage the construction of a loop pathway”. I also agree with additional comments on pages 22-23 that “A summertime only pathway, built in uplands and using existing bridges would have significantly less impact on wildlife and a natural walking path that did not duplicate existing pedestrian infrastructure would be the least impactful to natural resources and wildlife.”

The EA Addendum (p.12) describes the fragmentation of willow habitats caused by the 1-plus mile of the paved loop pathway. That this pathway also crosses the 30-foot wetland buffer and 50-foot stream buffer (within a Natural Park) should at the very least initiate a realignment of the pathway, or be cause to eliminate the pathway except for the portion along Snow King Avenue and along north on Karns Meadow Drive.

I add here that the proposed 1-plus mile paved pathway and the additional estimated-800 feet of sidewalk, the 14-space paved parking lot and the foot prints of the picnic shelter and public restroom amounts to approximately 1.96 acres of habitat lost forever under pavement- in the Natural Park. Add to this the 1.36 acres of “Lawn” (page 3, Staff Report) proposed for tract 5 and we now have over 3.3 acres of Meadow habitat lost forever. Even if native grasses are used in the “Lawn” and mowed-meaning substantially removed to accommodate human use, its value to wildlife is near zero. (Page 10-11, Staff Report, EA Addendum. July 11, 2024.).

Questions remain:

- Will overnight RV parking be prohibited on Karns Meadow Drive, particularly with the amenity of a nearby public restroom?

- Will there be a complete prohibition to open fires in the Meadow?
- How will user-created trails, particularly to the banks of Flat Creek be addressed?
- How will user-created beaches along Flat Creek be addressed? Or can we expect a Garaman Park situation to develop?
- What is the estimated cost of build out as currently proposed?
- What is the estimated annual maintenance cost once the Meadow is built out?
- Will there be sufficient surveillance, particularly in May and June to determine if moose are in the Meadow so that an emergency closure can be put in place?

Although surrounded by a dense and highly impactful human footprint, Karns Meadow remains a critically valuable island- a “green gem” within our ever-growing human community. It is the largest, least disturbed land area remaining within the Town of Jackson, and it is the richest, low elevation wetland-riparian complex within and around the Town’s environs without a precise conservation management plan. And with this current development plan, its ecological integrity, its ecosystem functions are at great risk of being lost.

If we harbor any allegiance to the international 30-by30 campaign (Kunming-Montreal Global Biodiversity Framework, December, 2022), or accept that wildlife populations throughout the world are diminishing in diversity and numbers, and that Jackson Hole is an integral part of the Greater Yellowstone Ecosystem, then the inevitable impacts of the proposed development should lead us to abandon this development proposal and instead develop a long-term, ecologically-based management plan that will protect the integrity and ecological function of this small gem of green space. Doing otherwise mock the Town’s claim of “Living with Wildlife.”

In the end, common sense and restraint must prevail. If we wish to be a wildlife friendly community, then we must protect our remaining and most valuable wildlife habitats. We must keep development out of the Meadow and let wildlife have its way. Not every parcel of land has to be converted into a playground for humans. We are blessed with an abundance of recreational opportunities from Snow King to Cache Creek, the elk refuge road, to Teton Village and the Mountain. We have 67-plus miles of pathways that actually connect neighborhoods. We do not need a new trail that simply goes in a circle, impacting habitat and wildlife for no reason other than to pleasure humans. We don’t need a paved parking lot on the Meadow. We don’t need toilets on the Meadow. We don’t need picnic tables on the Meadow. But we do need to protect the last of what remains of the wild in the Town of Jackson. Give full protection to Karns

Meadow. How we treat Karns Meadow will be the lasting signature of our community as land stewards.

Thanks you for your consideration,

Franz J. Camenzind

Franz J. Camenzind Ph.D.
Wildlife biologist, retired
Jackson

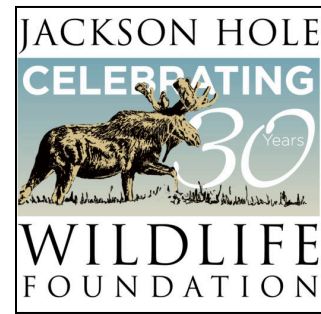
Your Name:	Franz Camenzind
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3076901934
Your Email Address:	fcamenzi@wyoming.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

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

November 8, 2024

To: Mayor Morton Levinson and Town Council Members

Re: Comment on Karns Meadow Development



Dear Mayor Morton Levinson and Town Council Members,

We are writing to you on behalf of the Jackson Hole Conservation Alliance, the Jackson Hole Wildlife Foundation, and the hundreds of community members who have spoken up to protect the wildlife values at Karns Meadows. Today you will make a crucial decision on this CUP application for Karns Meadow Park about how we will develop and use the last natural stretch of Flat Creek in Town. Your decision will set the fate of this 43-acre meadow that provides critical winter habitat, important connectivity for wildlife movement, as well as bioremediation and infiltration of the waters of Flat Creek.

Just to be clear, the plan before you today is not our preferred alternative, which would **NOT** have a **circumnavigating pathway** and **bridges**. Both of which could be downscaled without a reduction in access or enjoyment of the meadow. An out-and-back pathway with one or no bridges was never analyzed as an alternative for reducing impacts even though we and many other community members advocated for this. Please consider conditioning those changes to this application to reduce the impact to wildlife and cost to residents.

One critical component of the current application is the **winter closure**. We know winter stresses wildlife, and we know winter closures are paramount to sustain these populations. Most National parks and National Forests do not have winter closures – but those in Teton County - Grand Teton National Park, Bridger Teton National Forest, and the National Elk Refuge all close select areas to protect critical winter wildlife habitat. They do this because herds of migrating ungulates depend on these winter closures to survive our harsh winters. Karns meadow is this winter habitat in Town – The Wyoming Game and Fish Department recognized this in their 2012 letter:

“Karns Meadow is one of the only remaining places within the Town of Jackson that provides an extensive patch of intact willow riparian habitat for wintering moose and mule deer.”

-Wyoming Game and Fish Department, in a 2012 comment letter

Karns meadow is winter range for moose (Figure 1), mule deer, elk, trumpeter swans, and bald eagles. It is clear that this meadow should not be open for human use in the winter.

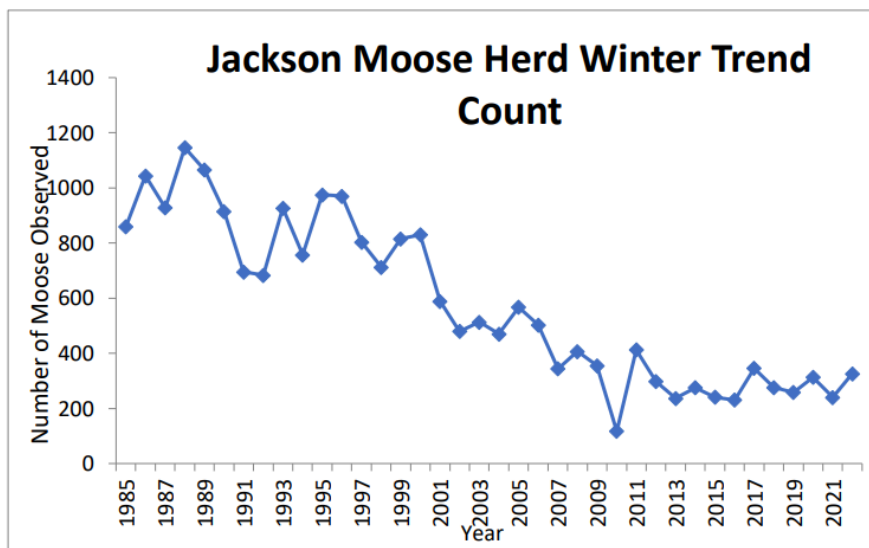


Figure 1: Jackson Hole winter moose count 1985-2021. In this time period the Jackson Moose herd has experienced a 70% decline.

Is now the time to open Moose winter habitat to recreation?

The meadow is also situated along the major movement corridor (Flat Creek) between winter closures on the National Elk Refuge and Snow King – making it a critical movement corridor linking larger winter habitat (Figure 2). Human use in winter would add significant stress to wintering wildlife, displacing them to poorer habitat, which ultimately affects their ability to survive and reproduce.



Figure 2: Winter closures (dark purple) shown on both sides of Karns Meadow (highlighted with yellow border). Karns meadow is a major travel corridor along Flat Creek and from East Gros Ventre Butte to Snow King – human winter use would disrupt wildlife when they are most vulnerable, shrinking their available habitat.

The Environmental Assessments concludes, “The gains to recreational opportunities by an approximately 1.0-mile loop pathway are outweighed by the wintertime impacts to wildlife habitat” (EcoConnect 2019). The solution is simple – a winter closure of the meadow. Even the application before you recognizes the decision in the late 2010’s where winter use was “deemed too detrimental to the park’s ecology to be pursued” (Teton County Park and Recreation, Karns Meadow Masterplan Development Conditional Use Permit, pg. 2).

You likely know this, but recreation can have profound negative effects on wildlife. Research has shown that recreation is associated with increased stress hormones (Creel et al 2002), shifts in habitat use (Stankowich 2008; George & Crooks 2006), and lower reproductive success (Phillips & Alldredge 2000) for many wildlife species. Just last year, a study was published in our own backyard (Zeller et al 2024) showing how the noise from recreation (without any human presence) can displace wildlife and shrink their available habitat. The research, conducted on the Bridger-Teton, showed that noise from recreation triggers an anti-predator response for ungulates, causing them to flee and not return to those areas for some time (Zeller et al 2024). Many locals think that the animals will “adapt” to human recreation – but the research shows otherwise. Every time animals are disrupted in the winter, they experience stress, use precious energy, and are being pushed off valuable habitat.

In addition to protecting the winter closure supported by the applicant, we suggest the following improvements to the park design include:

- Reduce the need for a large retaining wall that will obstruct wildlife movement as well as the need for a costly bridge over the wetlands by eliminating the southern bridge and having the pathway go on the existing bridge and join the existing pathway on Snow King.
- Pavement has a negative impact on wildlife and would likely be costly to maintain in an active floodplain. Consider hard-pack cinder, gravel, or wooden walkways instead of pavement.
- To retain more native vegetation and reduce the impacts of pavement, reduce the pathway width to 8’ or less
- To retain more native vegetation, eliminate or reduce the size of the proposed 1.3-acre lawn
- To retain more native vegetation, install the parking lot on the street side and expand into the park if needed in the future.

Thank you for protecting the important winter closure at Karns, and for doing all you can to reduce the impact of this park on wildlife. We appreciate your consideration of these comments and your service to our community.

Sincerely,



Kevin Krasnow, Ph.D.
Conservation Director
The Jackson Hole Conservation Alliance



Renee Seidler
Executive Director
Jackson Hole Wildlife Foundation

References:

- Creel, S., Fox, J. E., Hardy, A., Sands, J., Garrott, B., & Peterson, R. O. (2002). Snowmobile activity and glucocorticoid stress responses in wolves and elk. *Conservation biology*, 16(3), 809-814.
- EcoConnect Consulting. (May 28, 2019). Karns Meadow Environmental Analysis.
- George, S. L., & Crooks, K. R. (2006). Recreation and large mammal activity in an urban nature reserve. *Biological Conservation*, 133(1), 107-117.
- Phillips, G. E., & Alldredge, A. W. (2000). Reproductive success of elk following disturbance by humans during calving season. *The Journal of Wildlife Management*, 521-530.
- Stankowich, T. (2008). Ungulate flight responses to human disturbance: a review and meta-analysis. *Biological conservation*, 141(9), 2159-2173.
- WGFD. (2012). Pathways comment letter.
- Zeller, K. A., Ditmer, M. A., Squires, J. R., Rice, W. L., Wilder, J., DeLong, D., ... & Barber, J. R. (2024). Experimental recreationist noise alters behavior and space use of wildlife. *Current Biology*.

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Town Council Meeting
Submitting Department:	Building Department	Presenter:	Kelly Sluder
Agenda Item:	Demolition Permits DEM24-009 Located at 155 Moran St.	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider a demolition request when the Teton County Historic Preservation Board (TCHPB) recommends a stay on demolition per Title 15.38 D. Demolition Permit Review

Requested Action.

On October 4, 2024, applicant Allen Jebesen applied for a demolition permit (DEM24-009) to remove a single-family home and detached garage built in 1960 and located at 155 Moran St.

Recommendations.

The TCHPB recommends a ninety (90) day stay in the issuance of the demolition permits for public comment and in order for the applicant, the TCHPB, and other interested parties to explore alternatives to demolition.

Background.

Upon receipt of a demolition permit application pursuant to Section 105.1 of the International Building Code, the Planning and Building Department shall refer the demolition application to the TCHPB.

The TCHPB met on October 22, 2024, and found, based on the submitted application and their own analysis, that the home at 375 E. Gill Avenue is historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register. Specifically, the structure is historically significant under the following criteria:

Criterion A: Association with the lives of persons significant in our past:

Cecil "Cec" Lynch (1929-1980) bought the house located at 155 Moran St. in 1967 from his in-laws, Nels and Elva Dahlquist.

See demolition permit application for a full summary of request, background materials, and photos.

Analysis & Key Policy Questions.

The key policy question is whether the Council supports (or not) the TCHPB's recommended stay of 90 days for the existing house located at 155 Moran Street.

Possible Alternatives.

The Council may consider requiring a stay of less than 90 days or no stay at all.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses historic preservation with the following policies:

Policy 4.5a: Identify and preserve historically significant structures and sites;
Policy 4.5.b: Support the Historic Preservation Board; and
Policy 4.5.c: Enhance historic preservation education, outreach, and awareness.

Fiscal Impact.

None Identified.

Staff Impact.

Processing this application took staff approximately four hours.

Attachments or Links.

Demolition permit application
Recommendation from TCHPB (email)

Suggested Motion.

I move to approve a stay of 90 days [or less] on the demolition of the existing single-family home as presented in this staff report and located at 155 Moran Street.



DEMOLITION PERMIT APPLICATION
Planning & Building Department
Building Division

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

For Office Use Only					
Permit No.		Permit Fee:		Date Received:	
				Date Due:	

APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

When is a Demolition Permit Required?

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

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

PROJECT INFORMATION.

Physical Address:

PIDN:

155 Moran Street
22-41-16-27-3-10-007 Original Year Built: 1960

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

Years and Description of any Additions:

unknown

Years and Description of any Remodels:

unknown

Years and Description of any other Demolitions:

unknown

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

Complete demolition of existing house + detached garage.

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

Name:

Allen D. Jebson

Phone: 307-264-8686

Mailing Address:

PO Box 3051, Jackson, WY

ZIP: 83001

E-mail:

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

PROPERTY OWNER. If other than APPLICANT

Property Owner:

Phone:

Mailing Address:

ZIP:

E-mail:

CONTRACTOR.

Name:

Accent Designed Homes, Inc

Phone: 307-413-0040

E-mail:

accentdh@yahoo.com

License:

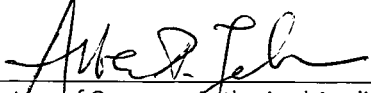
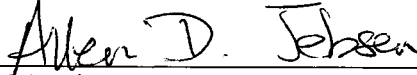
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NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public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

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

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

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


 Signature of Owner or Authorized Applicant/Agent

 Name Printed

7/1/24
 Date
 Owner
 Title

From: [Teton Preservation Board](#)
To: [Kelly Bowlin](#)
Cc: [Michael Stern](#)
Subject: DEN24-0009
Date: Tuesday, October 22, 2024 2:20:10 PM



Hi Kelly,

The resources identified in DEM24-009 and located at 155 Moran Street are found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register.

Historically significant under the following criteria:

Age: Built 1959

CRITERIA A

The house at 155 Moran Street is historically significant for its associations with community development in Jackson.

CRITERIA B

Cecil "Cec" Lynch (1929-1980) bought the house at 155 Moran Street in 1967 from his inlaws, Nels and Elva Dahlquist.

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

Best,

Susan

Susan Eriksen-Meier
Teton County Historic Preservation Board
P.O. Box 4083, Jackson WY 83001
307-690-7781

Correspondence, including e-mail, to and from the Teton County Historic Preservation Board, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



DEMOLITION PERMIT APPLICATION
Planning & Building Department
Building Division

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

For Office Use Only					
Permit No.		Permit Fee:		Date Received:	
				Date Due:	

APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

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- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
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APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

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Phone: 307-264-8686

Mailing Address:

PO Box 3051, Jackson, WY

ZIP: 83001

E-mail:

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

PROPERTY OWNER. If other than APPLICANT

Property Owner:

Phone:

Mailing Address:

ZIP:

E-mail:

CONTRACTOR.

Name:

Accent Designed Homes, Inc

Phone: 307-413-0040

E-mail:

accentdh@yahoo.com

License: 7628

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
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After Issuance permit is valid for 180 days.	
Permit Fee of \$100 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
☐ N/A	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
☒	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
☒	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
☒	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

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

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

Allen D. Jensen
Signature of Owner or Authorized Applicant/Agent

Allen D. Jensen
Name Printed

7/1/24
Date

Owner
Title

Asbestos Information

From: Linda Dewitt (linda.dewitt@wyo.gov)

To: accentdh@yahoo.com

Date: Friday, September 6, 2024 at 12:27 PM MDT

Mr. Gaudern,

We spoke by phone yesterday, September 5, 2024, about a demolition project where a single-family private residence (even if the building is being used for employee housing, the root use is as a single-family private residence) is sitting on two lots. You stated that the intent of the demolition is to build back a single-family private residence on each lot, in order to maintain the separation of the two lots as individual properties.

Based on this information, the demolition of the single-family private residence is not covered by the Wyoming Asbestos Regulations. There is no requirement to provide a *Notification of Demolition and Renovation* form to our office prior to the start of any abatement or demolition activity.

There are two portions of the Air Quality Rules that must be followed.

- 1) The project must include proper disposal of any known asbestos waste. Since you have an inspection that shows where asbestos is located in the building, it must be taken to an appropriate landfill for disposal.
- 2) During demolition and construction activities, there must be a source of water or other method (such as application of magnesium chloride or Gorilla Snot®) available at the site to ensure that no visible emissions are allowed to cross onto neighboring properties.

I hope that this information satisfies the Town of Jackson Building Department in regard to contact with our office. If you have questions or need additional information, please feel free to contact me.

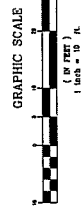
Linda Dewitt
Compliance Program Principal
Wyoming Division of Air Quality
(307) 777-8601

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

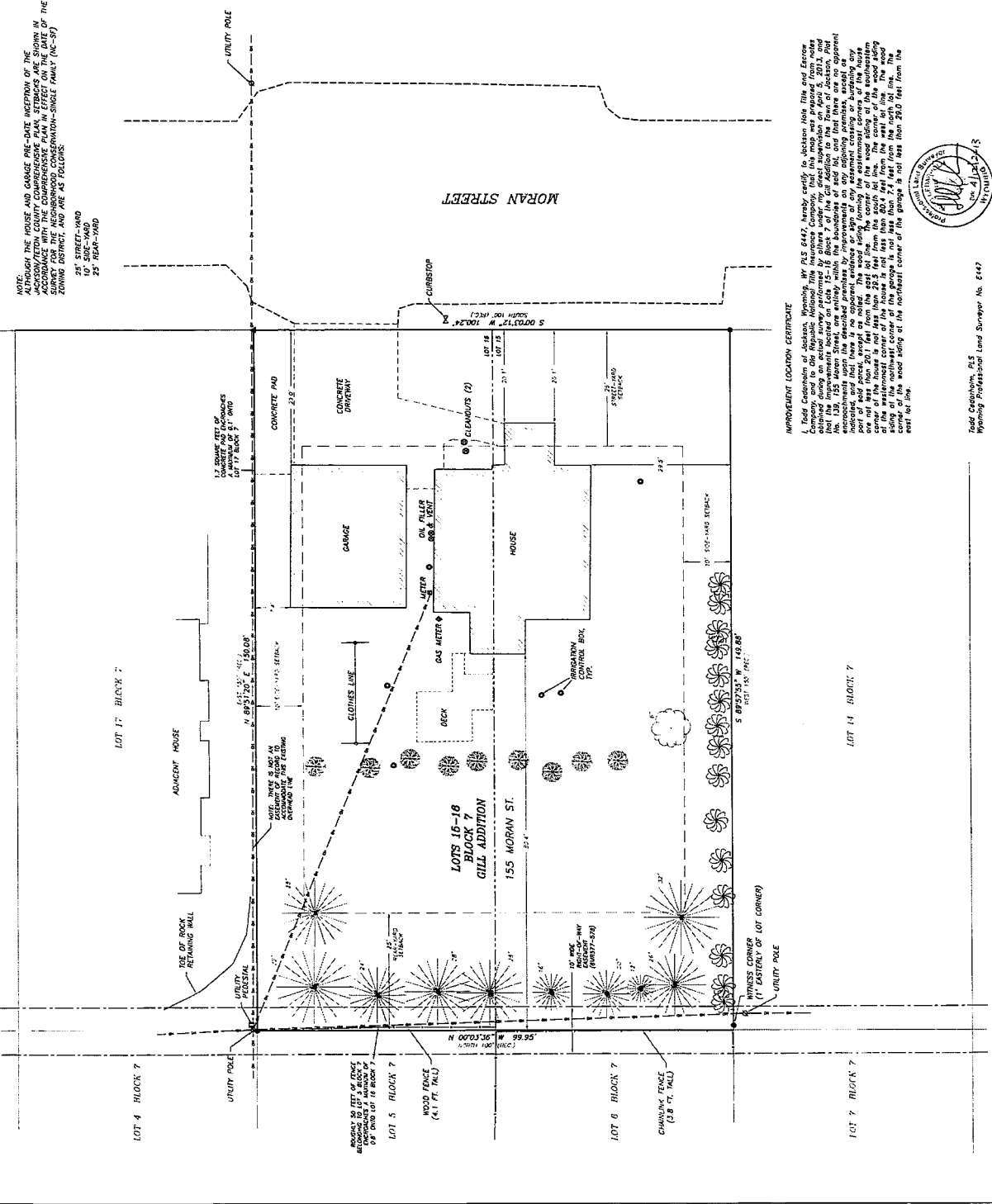
NOTE: ALTHOUGH THE HOUSE AND GARAGE ARE SHOWN WESTWARD OF THE ADJACENT LOT, THE HOUSE AND GARAGE ARE SHOWN IN ACCORDANCE WITH THE COMPREHENSIVE PLAN IN EFFECT ON THE DATE OF THE SURVEY. THE HOUSE AND GARAGE ARE SHOWN IN ACCORDANCE WITH THE COMPREHENSIVE PLAN IN EFFECT ON THE DATE OF THE SURVEY. THE HOUSE AND GARAGE ARE SHOWN IN ACCORDANCE WITH THE COMPREHENSIVE PLAN IN EFFECT ON THE DATE OF THE SURVEY.

GRID NORTH
ON SIGHT

LAND SURVEYORS
On Sight Land Surveyors, Inc.
Teton County, Idaho
2001



- LEGEND
- INDICATES A 4.5 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP
 - INDICATES A STEEL SPIKE FOUND THIS SURVEY
 - LOT LINE
 - INTERIOR LOT LINE
 - ADJACENT LOT LINE
 - SETBACK LINE
 - EDGE OF PAVEMENT
 - EDGE OF CONCRETE
 - FENCE LINE
 - EDGE OF RETAINING WALL
 - OVERHEAD LINE
 - SPRINGS - APPROXIMATE TRUNK DIAMETER SHOWN
 - CHAMPIGNE - APPROXIMATE TRUNK DIAMETER SHOWN
 - LEAF
 - SHRUB



IMPROVEMENT LOCATION CERTIFICATE

I, Todd Capshaw, of Teton County, Idaho, hereby certify that the map, title and error certificate, and to the Teton County, Idaho, that this map was prepared from a survey conducted by me or under my supervision and that the map is a true and correct representation of the land shown thereon and that the map is a true and correct representation of the land shown thereon and that the map is a true and correct representation of the land shown thereon.



Todd Capshaw, R.L.S.
Registered Professional Land Surveyor No. 6447

On Sight
LAND SURVEYORS, INC.
265 North Glenwood
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 20-08-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100



155 MORAN STREET, JACKSON, WY 83001

Civil Engineering:
On Sight Land Services, Inc.

Date: 10/02/2024

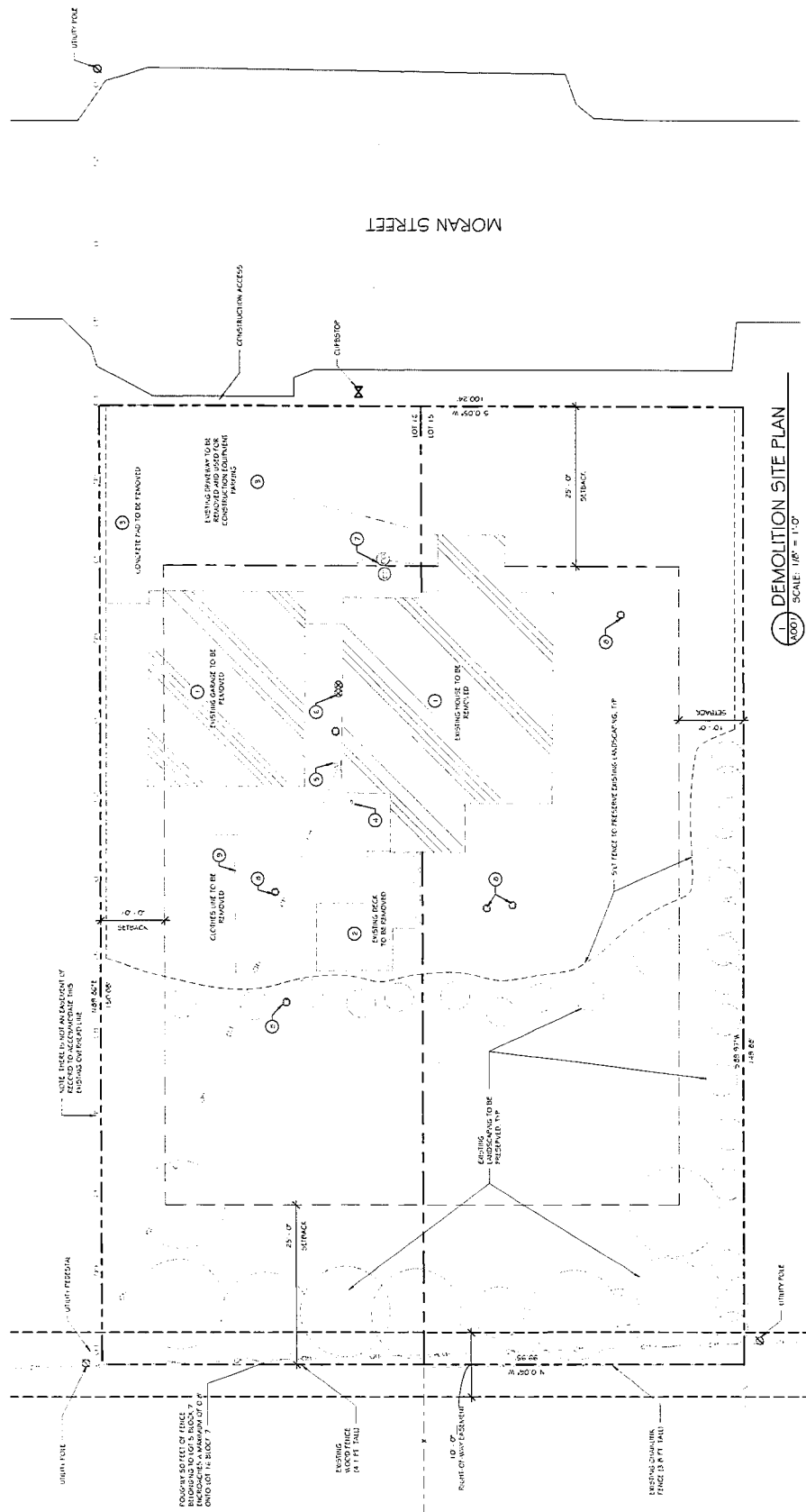
A001

⑧ CLOTHES LINE TO BE REMOVED.

25

BUILDING FOOTPRINT.

HOUSE	APPROX. 1250 SQFT
GARAGE	APPROX. 720 SQFT
BACK	APPROX. 220 SQFT



1
A001

DEMOLITION SITE PLAN

SCALE: 1/8" = 1'-0"

Asbestos Information

From: Linda Dewitt (linda.dewitt@wyo.gov)

To: accentdh@yahoo.com

Date: Friday, September 6, 2024 at 12:27 PM MDT

Mr. Gaudern,

We spoke by phone yesterday, September 5, 2024, about a demolition project where a single-family private residence (even if the building is being used for employee housing, the root use is as a single-family private residence) is sitting on two lots. You stated that the intent of the demolition is to build back a single-family private residence on each lot, in order to maintain the separation of the two lots as individual properties.

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I hope that this information satisfies the Town of Jackson Building Department in regard to contact with our office. If you have questions or need additional information, please feel free to contact me.

Linda Dewitt
Compliance Program Principal
Wyoming Division of Air Quality
(307) 777-8601

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

NEON COUNTY, WYOMING

Todd Cedarholm, PLS
Wyoming Professional Land Surveyor No. 6647

Reported No 22-139-7-15-16 22-139-7-15-16.dwg 4/11/13

2-139-7-15-16.dwg 4/11/13



155 MORAN STREET, JACKSON, WY 83001

A001

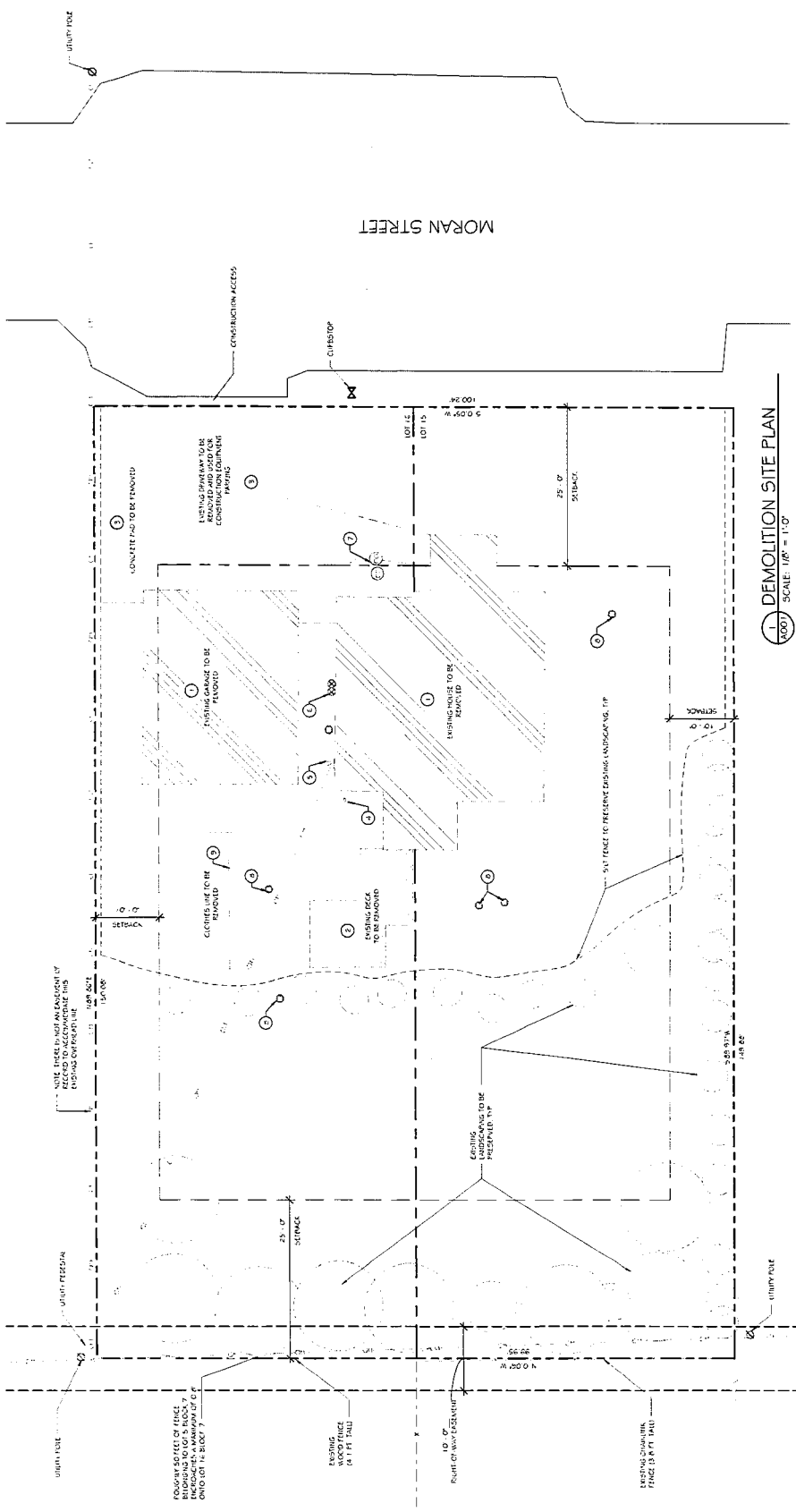
[illegible]

1. CONSERVE AND PROTECT ADJACENT AREAS (LANDSCAPE) NOT SCHEDULED AS PART OF THIS WORK. ADJACENT AREAS DAMAGED SHALL BE REPAIRED/REPLACED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
2. REMOVE AND DISPOSE OF PROPERLY OFF-SITE ALL ITEMS SCHEDULED FOR DEMOLITION UNLESS NOTED OTHERWISE.
3. PROVIDE TEMPORARY SHORING AS NEEDED WITH SCHEDULED DEMOLITION WORK.
4. G.C. IS RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND UTILITIES.
5. EXISTING UTILITIES TO BE ABANDONED AND PATCHED IN THE RIGHT-OF-WAY.
6. THE VACANT LOT SHALL BE REGRAVELLED AND MAINTAINED TO THE EXISTING GRADE OR SHALL BE SLOPED AND MAINTAINED TO 2%.

PARCEL # 22-0116-27-3-10-007
LOT 15 16,817 7.16 GILT SUBDIVISION
STREET ADDRESS: 155 MORAN STREET,
JACKSON, WY 83001
ZONING: M - 3
SITE AREA: 0.34 ACRES
SITE TOPOGRAPHY: 0 - 10 %

BUILDING FOOTPRINT.

HOUSE	APPROX. 1,250 SQFT
GARAGE	APPROX. 720 SQFT
DECK	APPROX. 220 SQFT



1
A001









STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Resolution 24-24 A Resolution Setting the Regular Town Council Meeting Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets their regular meeting schedule by resolution and with the approval of the Town Manager's report on September 9, Council authorized a change to come forward that eliminates the regular meetings at 9AM in April and May related to the fiscal year budget adoption. Staff is also recommending changing regular meetings due to holidays back to the next day, Tuesday.

Requested Action.

Staff requests Council approve Resolution 24-24 setting the regular meeting schedule.

Recommendations.

Staff recommends Council approve Resolution 24-24 setting the regular meeting schedule.

Background.

In September of 2023, Council adopted a resolution adding regular Town Council meetings at 9:00AM each Tuesday in April and May except for the first Tuesday in April (due to the Teton County School District spring break schedule). In 2024, the Town only conducted meetings on these days 4 times out of 8 total opportunities and also conducted 7 special budget meetings during this time period with 4 of those conducted jointly with the Teton County Commission. Noticing to the public of cancellation of these regular meetings, combined with noticing of the additional special meetings resulted in confusion for Council, the public and staff. As part of the Town Manager's report on September 9, staff proposed cancelling these regular meetings and reverting to the prior practice of scheduling special meetings as needed for the budget.

Additionally, staff has found that moving the regular meetings that fall on a holiday to the next Monday has provided challenges related to staff report finalization and posting that must occur on regular meeting days for the following Monday. Prior to changing these meetings to the following Monday, the Town's practice was to hold them the very next day after the holiday, Tuesday. This will not work for joint meetings held regularly with Teton County as they meet regularly on Tuesdays, but our previous practice was to only move the joint meeting to the next Monday, and not the regular evening meeting. Staff is proposing to go back to the previous practice of moving the regular 6pm Town Council meeting from the Monday holiday to the next day, Tuesday and also moving the regular 1:30pm joint meeting held with Teton County from the Monday holiday to the next Monday.

Regular Council meetings are set by resolution and can be changed by resolution and Council accepted that proposal.

Analysis.

Key Policy Question #1: Does Council support staff's recommendation to eliminate the regular meetings in April and May related to the fiscal year budget and instead schedule special meetings as needed?

Council already indicated their support for staff's recommendation at the September 9 meeting and therefore staff has presented Resolution 24-24 eliminating the regular meetings in April and May.

Key Policy Question #2: Does Council support staff's recommendation to move regular 6pm meetings that fall on a Monday holiday to the next day, Tuesday of that same week?

Staff is requesting this additional change to keep the separation between regular 6pm Council meetings to approximately two weeks apart. If the answer is 'yes,' Resolution 24-24 accomplishes that.

Possible Alternatives.

Council could choose to delay action on this resolution until the new Council is seated in January of 2025 or they could choose to leave the meetings in place.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values in the comprehensive plan, set a transparent and reliable schedule for the public to engage in local government, eliminate confusion for the public as it relates to budget discussions, provide quality community services, and to follow Wyoming laws, a regular schedule for Town Council meetings is necessary.

Fiscal Impact.

There is no direct fiscal impact related to amending Council's regular meeting schedule.

Staff Impact.

The staff impact of this change is positive in that it removes work associated with cancelling these regular meetings when needed. Staff impact is also positive changing holiday meetings to the next day because it provides approximately two weeks between regular 6pm meetings allowing for better preparation time. Total staff time spent on this issue to date has been approximately 3 hours. Staff estimates an additional 1 hour of staff time to print this resolution for the permanent record books, obtain the Mayor's signature, and post and archive it online.

Attachments or Links.

Resolution 24-24.

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

I move to approve Resolution 24-24, a Resolution Setting the Regular Meeting schedule for the Town Council for the Town of Jackson, Wyoming as presented.

RESOLUTION 24-24
A RESOLUTION SETTING THE REGULAR MEETING SCHEDULE FOR THE TOWN COUNCIL FOR
THE TOWN OF JACKSON, WYOMING.

WHEREAS, pursuant to Wyoming Statute §16-4-404, in the absence of a statutory requirement, the Town Council may establish its regular meeting schedule by ordinance, resolution, bylaw or rule; and

WHEREAS, on September 9, 2024, the Town Council approved the Town Manager’s Report that indicated staff would bring forward a resolution eliminating the regular meetings on Tuesdays in April and May; and

WHEREAS, providing approximately two weeks between regular 6pm meetings of the Town Council would be beneficial for staff preparation; and

WHEREAS, The Town Council, by adoption of this resolution establishes the regular meeting schedule; and

WHEREAS, this regular meeting schedule may be amended from time to time by resolution; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, that the regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute.

- A. At 6:00 p.m. on the first and third Mondays of each month of the year, unless such day is a legal holiday, in which case the meeting shall be held at 6:00 p.m. on the next regular business day following the holiday. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.
- B. At 1:30 p.m. on the third Monday of each month of the year, unless such day is a legal holiday, in which case the meeting shall be held at 1:30 p.m. on the next regular business day following the holiday. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.
- C. At 1:30 p.m. on the first Monday of each month of the year in conjunction with the Board of County Commissioners of Teton County Wyoming, unless such day is a legal holiday, in which case the meeting shall be held at 1:30 p.m. on the second Monday of that month. The meeting shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming during the months of January through June and in the County Commission Chambers of the Teton County Administration Building in Jackson, Wyoming during the months of July through December.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Special Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Third Reading Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z to amend various sections of the LDRs to address the building size moratorium (PM24-004)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at third reading Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z to update the Town of Jackson's Land Development Regulations (LDRs) to address the size and scale of large buildings as part of an emergency moratorium.

Requested Action.

Request to approve at third reading Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z which would modify the Town of Jackson's LDRs regarding the size and scale of large buildings. Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z would modify the following sections of the LDRs:

- 2.2 – Complete Neighborhood Character Zones
- 5.8 – Design Guidelines
- 6.1.5 – Lodging Uses
- 7.8.4 – Workforce Housing Floor Area Bonus

Recommendation.

The Planning Director recommends Council approve at third reading proposed Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z as presented in this staff report.

Background.

At the November 4, 2024, Council special meeting, staff presented Council approved all of the ordinances at second reading. The November 4, 2024, staff report for first reading referencing PM24-004 is attached hereto.

Public Comment.

No public comment has been received by staff at the time of this report.

Staff Findings.

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

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the

community. 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.

Fiscal Impact.

None identified at this time.

Staff Impact.

The amount of staff time to research and draft this proposed text amendment and Ordinance is approximately 70 hours.

Attachments or Links.

Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z in redline

Staff Report PM24-004 dated November 4, 2024.

Suggested Motions.

I move to approve Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z on third reading.

ORDINANCE P

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 2.2.11.B.2, 2.2.12.B.2, 2.2.13.B.2, 2.2.14.B.2, 2.2.15.B.2 REGARDING MAXIMUM FAÇADE WIDTH IN THE DOWNTOWN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 2.2.11.B.2, 2.2.12.B.2, 2.2.14.B.2, 2.2.15.B.2 of the Land Development Regulations of the Town of Jackson are hereby amended to read as follows:

...

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'	

...

SECTION II.

Section 2.2.13.B.2 of the Land Development Regulations of the Town of Jackson is hereby amended to read as follows:

...

Street Facade	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'	

...

SECTION III.

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

SECTION IV.

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

SECTION V.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE Q

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 2.2.11.B.2, 2.2.12.B.2, 2.2.13.B.2, 2.2.14.B.2, 2.2.15.B.2 REGARDING MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 2.2.11.B.2, 2.2.12.B.2, 2.2.14.B.2, 2.2.15.B.2 of the Land Development Regulations of the Town of Jackson are hereby amended to read as follows:

...

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 & E.5)	40,000 sf
Maximum individual building size (hotel and deed-restricted housing) (E.6)	50,000 sf

...

SECTION II.

Section 2.2.13.B.2 of the Land Development Regulations of the Town of Jackson is hereby amended to read as follows:

...

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.8 & E.9)	50,000 sf

...

SECTION III.

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

SECTION IV.

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

SECTION V.

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

PASSED 1ST READING THE _____ DAY OF _____, 2022.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2022.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE R

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 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 REGARDING THE DEFINITION OF THE TERM INDIVIDUAL BUILDING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 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 of the Land Development Regulations of the Town of Jackson are hereby added to read as follows:

...

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 any above-ground internal physical connections (e.g., hallways, elevators). Shared underground parking garages and shared underground pedestrian connections are permitted. Shared mechanical systems, whether underground or above-ground, are permitted. Individual buildings may be attached by a shared fire wall, such as in the case of zero-lot line development.

...

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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Riley Taylor, Town Clerk

ORDINANCES

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 2.2.11.E.5, 2.2.12.E.5, 2.2.13.E.8, 2.2.14.E.5, 2.2.15.E.5 REGARDING THE DEFINITION OF FLOOR AREA FOR MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 2.2.11.E.5, 2.2.12.E.5, 2.2.13.E.8, 2.2.14.E.5, 2.2.15.E.5 of the Land Development Regulations of the Town of Jackson are hereby added to read as follows:

...

5. Floor area defined for maximum individual building size. All above-ground habitable floor area 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.

...

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE T

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 2.2.11.E.6, 2.2.12.E.6, 2.2.14.E.6, 2.2.15.E.6 REGARDING THE DEFINITION OF HOTEL AND DEED-RESTRICTED HOUSING USES FOR MAXIMUM BUILDING SIZE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 2.2.11.E.6, 2.2.12.E.6, 2.2.14.E.6, 2.2.15.E.6 of the Land Development Regulations of the Town of Jackson are hereby added to read as follows:

...

6. 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 uses intended primarily for on-site guests. It may also include up to 10% of the total above-ground habitable floor area for amenity uses, such as restaurant/bar, spa, gym, and similar uses, that 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, Jackson Hole Community Housing Trust, or Habitat for Humanity. 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.

...

SECTION II.

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SECTION III.

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ATTEST:

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COUNTY OF TETON)

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Riley Taylor, Town Clerk

ORDINANCE U

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTIONS 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 REGARDING THE DEFINITION OF STREET FAÇADE WIDTH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 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 of the Land Development Regulations of the Town of Jackson are hereby added to read as follows:

...

7. **Street Façade Width Defined.** The street façade width is the linear width of an individual building's street-facing 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 additional depth limit applies.

...

SECTION II.

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

SECTION III.

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ATTEST:

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Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
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COUNTY OF TETON)

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Riley Taylor, Town Clerk

ORDINANCE V

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, ADDING SECTION 2.2.11.E.8, 2.2.12.E.8, 2.2.13.E.11, 2.2.14.E.8, 2.2.15.E.8 REGARDING REQUIRING A CONDITIONAL USE PERMIT FOR PROJECTS REQUIRING A SKETCH PLAN IN CERTAIN ZONES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 2.2.11.E.8, 2.2.12.E.8, 2.2.13.E.11, 2.2.14.E.8, 2.2.15.E.8 of the Land Development Regulations of the Town of Jackson are hereby added to read as follows:

...

8. **Conditional Use Permit (CUP) Required.** A CUP is required for all projects that require a Sketch Plan 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 on traffic, environmental resources, historic resources, water quality, and other important Town resources.
 - II. **Submittal Requirements:** Applicant shall submit studies of sufficient detail, as identified by staff at the preapplication meeting, to address anticipated impacts on traffic generation, environmental resources (e.g., wildlife permeability), historic resources, water quality (e.g., stormwater runoff, groundwater quality), and other important Town resources. Mitigation measures shall be included as part of any required study.
 - III. **Procedure.** The project shall follow all of the procedures and finding required in Section 8.4.3.
 - IV. **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.

...

SECTION II.

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

SECTION III.

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Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

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Riley Taylor, Town Clerk

ORDINANCE W

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 6.1.5.B.1 REGARDING THE MAXIMUM UNIT/ROOM SIZE FOR HOTEL ROOMS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 6.1.5.B.1 of the Land Development Regulations of the Town of Jackson are hereby amended to read as follows:

...

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 but up to 10% of total habitable floor area of project may be composed of rooms that exceed 500 sf.**

...

SECTION II.

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

SECTION III.

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

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STATE OF WYOMING)
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COUNTY OF TETON)

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Riley Taylor, Town Clerk

ORDINANCE X

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 6.1.5.C.2 REGARDING THE MAXIMUM UNIT/ROOM SIZE FOR SHORT-TERM RENTAL UNITS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 6.1.5.C.2 of the Land Development Regulations of the Town of Jackson are hereby amended to read as follows:

...

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.
2. **Standards.**

...

- 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.**

...

SECTION II.

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

SECTION III.

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Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
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COUNTY OF TETON)

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Riley Taylor, Town Clerk

ORDINANCE Y

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTION 7.8.4 REGARDING EXEMPTIONS FROM WORKFORCE HOUSING BONUS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 7.8.4 of the Land Development Regulations of the Town of Jackson is hereby amended to read as follows:

...

C. ...

D. **Location.** All restricted and unrestricted floor area shall be located on the same, primary site.

...

SECTION II.

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

SECTION III.

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

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Hailey Morton Levinson, Mayor

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Riley Taylor, Town Clerk

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Riley Taylor, Town Clerk

ORDINANCE Z

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS AMENDING SECTION 5.8.2, DESIGN GUIDELINES, AND ADDING APPENDIX B, TOWN DESIGN GUIDELINES, TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 5.8.2 of the Town of Jackson Land Development Regulations are hereby amended to read as follows:

5.8.2. Design Guidelines.

The Town's Downtown Design Guidelines and Historic Preservation Design Guidelines are hereby established, ~~and~~ adopted, and incorporated into The Town of Jackson Land Development Regulations as Appendix B pursuant to Resolution No. 04-02, and Resolution No. 20-29 (Downtown Design Guidelines and Historic Preservation Design Guidelines) and are available in the office of the Planning Department or on the Town's website: www.townofjackson.com.

(Ord. § 1, 2024; Ord. 1273 § 1, 2021; Ord. 1151 § 4, 2016)

SECTION II.

The heading of Appendix B to the Town of Jackson Land Development Regulations is hereby added to read as follows:

APPENDIX B – Town Design Guidelines

SECTION III.

Town of Jackson Design Guidelines of Appendix B are hereby added to read as set forth on the following pages, as Exhibit A to this Ordinance, copies of which are on file in the office of the Town Clerk and on the Town of Jackson website and available for inspection:

Town Design Guidelines.

Table of Contents



1. Introduction

- Vision Statement
- Guidelines - Intent
- Scope
- Applicability

2. Design Guidelines

- Introduction
- Public Spaces
- Composition
- Massing
- Street Walls
- Materials

3. Submission Requirements

- Building Permit
- Sketch Plan
- Final Development Plan

4. Design Review Criteria

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 unique vernacular of Jackson Hole 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 of Jackson
Design Guidelines**

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, 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:

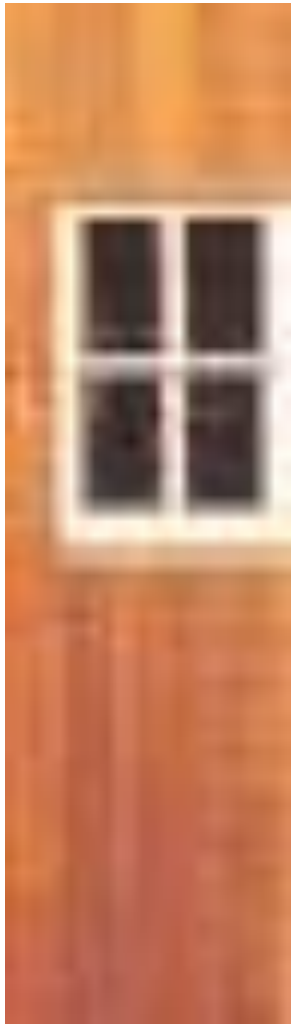
- Orientation/day-lighting.
- Screening the users from parking, utilities, and garbage facilities.

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

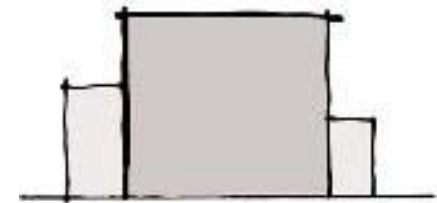
Guidelines

2. Additive and Subtractive Massing:

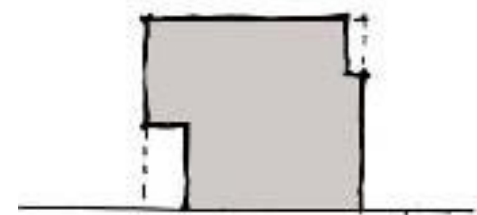
Both additive and subtractive massing approaches are encouraged to reduce the visual impact of large building masses. The additive massing approach increases the size of the building by linking smaller, compatible elements in a way that allows them to remain visible as separate pieces after they are 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 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, 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.

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 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 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

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.

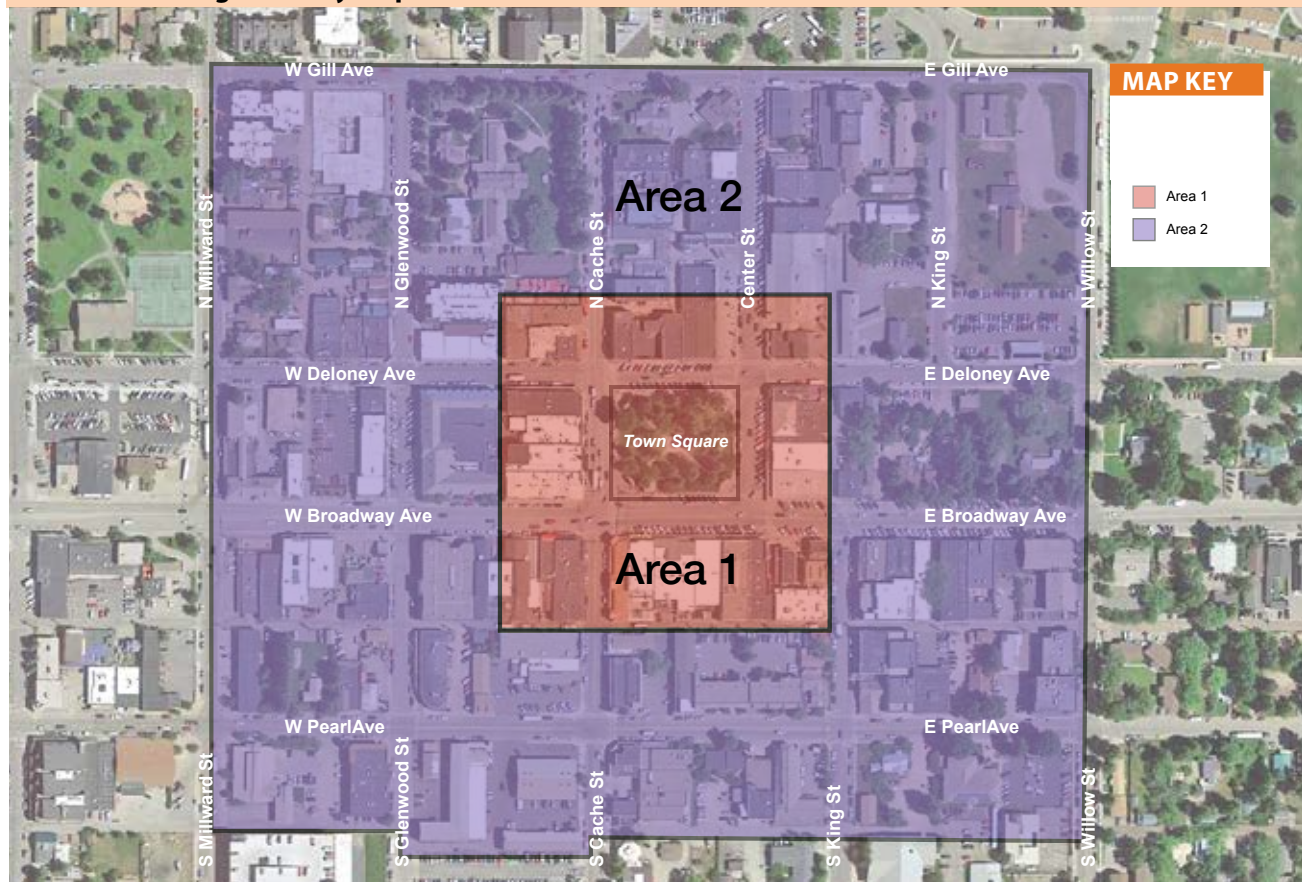
SECTION IV.

Jackson Downtown Design Overlay of Appendix B to the Town of Jackson Land Development Regulations are hereby added to read as set forth on the following pages:

INTRODUCTION DESIGN OVERLAY

- This Design Overlay provides design guidelines for new buildings and additions in the Downtown Design Overlay Area 1 and Area 2

Downtown Design Overlay Map



DOWNTOWN DESIGN OVERLAY AREA 1 & AREA 2 DESIGN GUIDELINES

BACKGROUND POLICY RELATED TO AREA 1 AND AREA 2

For Area 1 and Area 2 the appendix focuses on interpreting what Western Character means, since maintaining a sense of Western Character is a policy in the community's Comprehensive Plan. Excerpts from the Jackson/Teton County Comprehensive Plan (06 April 2012) that identify "Western Character" are noted below:

Principle 4.1 - Maintain Town as the central Complete Neighborhood

Policy 4.1.a: Promote a complete Town of Jackson

...All subareas will each have some of the components of a Complete Neighborhood appropriate for that subarea and will collectively contribute to enhancing Town as the community's central Complete Neighborhood. However, not all components of a Complete Neighborhood will be provided in all subareas of Town, as each distinct subarea will have its own defined character and role...

Policy 4.1.c: Promote compatible infill and redevelopment that fits Jackson's neighborhoods

...The Town Character Districts provide specific guidance for infill and redevelopment projects, consistent with the desired character for each Subarea of Town...

Policy 4.2.e: Protect the image and function of Town Square

Town Square is Jackson's major tourism draw and can be described as the "heart of the heart". As such, it is the area that evokes the greatest amount of sentiment and concern regarding architecture, scale and character. This area will be subject to the highest level of design standards, particularly for block faces on the Town Square.

District 1: Town Square (TS1)

Existing and Future Desired Characteristics include:

"The Town Square District is the historic center of Jackson Hole and the central gathering space for residents and visitors alike. The district is home to iconic buildings and public spaces, including the Cowboy Bar, George Washington Memorial Park (the "Town Square"), and the sawtooth building profiles surrounding the Town Square. Preserving the existing western character and heritage found in the buildings and public spaces in this district will be key to maintaining the existing character. The district is the center of the visitor experience in Town and plays an

important role in defining our community's western heritage and overall community identity."

1.1: Inner Square (character defining features)

"This STABLE Subarea will focus on maintaining western character by retaining or replicating the existing built environment. Building heights directly fronting the Town Square should not exceed two stories. Buildings should be located near the street to create an attractive street front. A desired western architectural style and approach will be defined. The continuation of covered wooden boardwalks is vital to maintaining the desired western character."

1.2: Outer Square (character defining features)

This STABLE Subarea will focus on maintaining western character consistent with the existing character of the district. Building heights will be allowed up to three stories, in order to provide lodging, residential and other non-residential uses. Buildings should be located near the street to create an attractive street front. A desired western architectural style and approach will be defined. The continuation of covered wooden boardwalks is vital to maintaining the desired western character.



Traditional design precedents in these images include:

- flat roof with decorative cornice
- wood framing with stamped metal panels
- more ground level transparency with divided window panes

Top image

- upper level double-hung window pattern with divided window panes with lintels
- storefront (although difficult to see the first floor is highly transparent)

Bottom image

- flat roof with -simple cornice
- wood lap siding
- simple wood trim
- upper level double-hung window pattern with divided window panes with lintels
- decorative use of antlers appears across the street on simple timber fence

DEFINING WESTERN CHARACTER

This set of design guidelines further defines the term Western Character to add clarity to how it is interpreted for the design of new infill buildings, additions and other types of improvements within Area 1 and Area 2. The language below was derived from a public outreach process tasked with what Western Character meant to the community in regards to the built environment.

Western Character is a broad set of characteristics that are a part of the design traditions of the community and that appear in a variety of earlier building types and styles. It includes building forms, materials and details that may be combined in a variety of ways. As such, Western Character embodies an approach to design, not a specific style.

These guidelines address the key design variables embodied in Western Character. The intent is to convey a sense of authenticity and not require using historical styles. The purpose is to avoid confusing the genuine history of the community with imitations of historic styles.

Historic Precedents of Western Character

Historic photographs document precedents for Western Character in downtown Jackson. They show a range of buildings that vary in form, materials and detail, yet all were part of the town's heritage and contributed to its character. Each early building had a sense of relatedness with others. It exhibited a sense of authenticity, with practical responses to functional needs, the availability of craftsmen and materials, and climatic influences. This resulted in these features:

- Building forms were simple and functional. Some had false fronts with stepped parapets that followed the gable roof line hidden behind. Others had exposed gabled or similar sloping roofs that were key parts of their basic building forms. Details and ornamentation were used sparingly.
- Designs responded to environmental conditions: Awnings and canopies sheltered walkways and sloping roofs directed snow away from entrances.
- Buildings conveyed a sense of community: They were oriented to the street and scaled for walking.
- Natural materials were used: These were muted, with matte finishes, often even rustic. Many were locally sourced.
- Buildings connected to the street: Storefronts and porches signaled links to the public realm.
- Buildings had a sense of human scale: Building forms and design features were of sizes that relate to human scale. The repetition of storefronts, canopies and other openings along the street is an example.



Historic photographs document precedents for Western Character in the heart of Jackson. They show a range of buildings that vary in form, materials and detail, yet all were part of the town's heritage and contributed its character.

Traditional design precedents in these images include:

Many commercial buildings have traditional storefronts at the street level with large areas of display windows that are a part of Western Character. A traditional storefront has these features:

- A large area of glass as display windows, often composed of a set of smaller panes in frames
- A short stem wall (a bulkhead or kickplate) at the base, which supports the display windows
- An entrance which is clearly defined, often with double doors that are recessed.

Other buildings have a more residential character at the ground level, with smaller windows and a greater proportion of solid wall. They often have:

- A gabled porch as an entry
- Overhanging eaves, often with exposed rafters.



Top left image

- lodging building with sloped roofs, and roof dormers
- clearly defined entries
- stone and brick base with, upper-story material change (stucco with exposed timber)
- upper and lower level double-hung window pattern with shadow lines at windows
- articulation techniques (wall offsets)

Top right image

- cross-gable roof with dormers
- chinked log construction
- overhanging eaves
- exposed rafters
- more ground level transparency with wood trimmed double-hung windows, divided window panes, and shadow lines at windows
- porch entry feature
- vertical timber bell tower with hip roof
- articulation techniques (wall offsets)

Left image

- commercial building with sloped roofs
- wood lap siding with simple trim
- wood trimmed double-hung windows, divided window panes, with shadow lines
- ground level storefront with divided windows
- clearly defined entries
- articulation techniques (covered boardwalk)
- shadow lines at windows



Top left image

- commercial building with parapet and sloped roofs (false front)
- wood trimmed double-hung windows, with arched trim, and shadow lines
- clearly defined entry
- shadow lines at windows

Top right image

- row of commercial building with stepped parapets and sloped roofs (false front)
- storefront (although somewhat difficult to see, but many of the first floors are highly transparent) with some clearly defined recessed entries
- horizontal alignment of kickplates and transoms
- shadow lines at windows



APPLYING THE DESIGN GUIDELINES TO AREA 1 AND AREA 2

Area 1

Around the Town Square, the interpretation of Western Character should be more rigorous than in Area 2. In Area 1, buildings should maintain a predominately two-story experience on the site, and a more limited palette is appropriate for primary materials. Some height exception may be appropriate as a historic incentive for some historic buildings (see [Historic Preservation Ordinance](#)). Covered walkways sheltering boardwalks should be a key part of the pedestrian experience, and maintaining views to key landmarks and the mountains are particularly important.

Area 2

Buildings in Area 2 should still convey a sense of Western Character, but may do so a bit more broadly. Taller buildings are appropriate when they are designed to maintain a predominantly two-story experience at the street edge. More variety in primary building materials is also appropriate here, but still should be within the range of those seen traditionally. Addressing the street edge and providing shelter at building entrances is important, but covered walkways are not required.

EXAMPLE DESIGN GUIDELINES FORMAT

The design guidelines in this document use a standard format. This format includes a series of six items, which are noted and described in the diagram below.

A Design Topic Heading

This is shown in bold, is numbered, and is always at the top of the page.

B Intent Statement

The intent statement follows the design topic heading. It explains the goal of the design guidelines that follow. If an application does not specifically meet one of the design guidelines, it can be reviewed using the intent statement. Most of the intent statement for a topic applies to both areas, but in some cases some specific language may apply to Area 1, or Area 2. If this occurs, it will be noted within the intent statement for easy reference.

C Design Guidelines

Design guidelines describe an intent or desired outcome. They are numbered for easy reference. Most design guidelines apply to both areas, but in

some cases may apply only to Area 1, or Area 2. If this occurs, it will be identified by a subhead above the design guideline for easy reference. In some cases, a design guideline may be repeated to make it clear to the user when additional information under the guideline applies to a specific area.

D Additional Information

This information is found in a bullet list that follows a design guideline, where applicable. This provides appropriate and inappropriate strategies for meeting the intent of the design guideline.

E Further Detail

Further sub-bullets are provided for some design guidelines and provide even more detail.

F Images and Illustrations

Visuals are included to clarify the intent of the guideline. Captions provide more detail about how the image is to be interpreted.



A storefront allows views to activities inside the building on a street-facing façade. Providing a shadow line around the display windows is an important detail.

Appropriate and Inappropriate Solutions

In many cases, images and diagrams in the design guidelines are marked to indicate whether they represent appropriate or inappropriate solutions.

 A check indicates appropriate solutions.

 An "X" mark indicates solutions that are inappropriate,

A STREET AND GROUND LEVEL INTEREST & SHELTER

B Design Intent:

Area 1 and Area 2 are the town's central visitor experience. Therefore, the building design at the street and ground level where there is pedestrian traffic should provide visual interest, and some protection from seasonal change (sun in the summer and snow/ice in the winter.)

C Area 1 & Area 2 Design Guidelines:

1.78 Provide visual interest to pedestrians by incorporating alternative wall treatments at the ground level where there may not be as many windows or storefronts.

D a. Alternative wall treatments include:

- » Window display cases
- » Wall art
- » Architectural detailing
- » Landscape planters (Area 2 only)
- » Outdoor dining space
- » Canopies (Area 2 only)



Although unoccupied when this image was taken, a plaza, outdoor seating area or patio that connects a building to a public space, parking area or open space is appropriate.



Pedestrian connectivity is provided by a midblock pass through. The walkway is activated with display windows, lighting and architectural features.



Pedestrian access is appropriately directed through an outdoor dining area in this mixed use development.

PEDESTRIAN ACCESS AND CONNECTIVITY

Design Intent:

Area 1 and Area 2 provide the most important experiences for the pedestrian. Therefore, safe, year-round, pedestrian access and connectivity should be provided. It should consider all types/levels of pedestrians, including elderly and ADA accessibility. Pedestrian connectivity refers to the movement of people from the public realm to and through a site. It also encompasses pedestrian connections to adjacent sites. Pedestrian access and connectivity within a site should enhance walkability and provide clear connections to the public realm.

Area 1 and Area 2: Design Guideline:

1.1 Provide a physical pedestrian connection between a site and the public realm. Appropriate options include:

- A door that opens directly to a public space.
- A walkway that connects a building to a public space through a setback area.
- A plaza, outdoor seating area or patio that connects a building to a public space.
- When a property is adjacent to a public open space, connect the site to the open space.

1.2 Establish an internal walkway system that connects building entries, parking areas and open spaces.

- Consider special paving, distinct lighting, and landscape elements to accentuate a site's circulation system.
- Consider directing an internal walkway through a plaza, courtyard or other outdoor feature.
- Size an internal walkway of an adequate width to allow safe pedestrian access.
- Integrate a site's internal walkway system with the public pedestrian circulation system.

1.3 Where feasible, and when there is a clear public benefit, consider providing public pedestrian access through a block. Methods include:

- A path connecting two streets through a block.
- A pedestrian walkway integrated with an open space or a retail amenity.
- An alley that is shared by pedestrians and automobiles.
- A path to break up an unusually large block.



STREET AND GROUND LEVEL INTEREST & SHELTER

Design Intent:

Area 1 and Area 2 are the town's central visitor experience. Therefore, the building design at the street and ground level where there is pedestrian traffic should provide visual interest, and some protection from seasonal change (sun in the summer and snow/ice in the winter.)

Area 1 & Area 2 Design Guidelines:

1.4 Provide visual interest to pedestrians by incorporating alternative wall treatments at the ground level where there may not be as many windows or storefronts.

- a. Alternative wall treatments include:
 - » Window display cases
 - » Wall art
 - » Architectural detailing
 - » Landscape planters (Area 2 only)
 - » Outdoor dining space
 - » Canopies (Area 2 only)

Area 1 Design Guidelines:

1.5 Develop the street level to provide visual interest to pedestrians and shelter.

- a. Clearly define a pedestrian entrance.
 - » Recessed entries are often incorporated.
- b. Provide a storefront or display window(s) that allow views to activities into the building.
 - » These windows are often composed of a set of smaller panes in frames.
 - » A short stem wall (a bulkhead or kickplate) at the base of the storefront, provides support to the windows.
- c. A large expanse of blank wall is inappropriate.

A storefront allows views to activities inside the building on a street-facing façade. Providing a shadow line around the display windows is an important detail.



Smaller display window(s) that allow views to activities into the building on a secondary street-facing façade is appropriate in Area 2 for some building types, such as office, or residential.



The intent of a display window is to allow views into the building; however, there may be some cases where another treatment is appropriate to accommodate an interior use and still provide interest at the street level with some transparency. This would be an appropriate approach on a secondary street in Area 2.



Area 2 Architectural detail



Area 2 Canopy



Area 1 & 2 Outdoor dining space



Area 1 & 2 Covered walkway



Area 2 Wall art



Area 1 & 2 Wall art



Area 2 Landscape planters

The images above show a variety of appropriate treatments to add street level interest for the pedestrian.

Area 2 Design Guidelines:

1.6 Develop the street level to provide visual interest to pedestrians and shelter.

a. For a shopfront building façade, provide:

- » A covered boardwalk or canopy for a portion of the façade.
- » A storefront or display window(s) that allow views to activities into the building.
- » A clearly defined primary entrance(s).

b. For street-facing residential or lodge buildings provide:

- » A covered boardwalk, canopy, porches, or similar type shelter for a portion of the façade.
- » A clearly defined primary entrance(s).
- » Windows

ARCHITECTURAL CHARACTER

Design Intent:

New construction should appear as a product of its own time while relating to traditional Western Character. In order to assure that historic resources are appreciated as authentic, it is important that new buildings and additions be distinguishable from them, while also being compatible.

Area 1 & Area 2 Design Guidelines:

- 1.7 Design a new building to reflect its time, while conveying a sense of Western Character.
- 1.8 Contemporary interpretations of traditional designs and details are encouraged.
 - a. A new design for window moldings and door surrounds, for example can provide visual interest while conveying the fact that a building is new.
 - b. Contemporary details for new storefronts also can be used to create interest while expressing a new, contemporary Western Character.
- 1.9 The exact imitation of older historic styles is discouraged.
 - a. This blurs the distinction between old and new buildings and makes it more difficult to visually interpret the history of downtown.

Area 1 Design Guideline:

- 1.10 The exact imitation of older historic styles is discouraged.
 - a. In Area 1, where the sense of Western Character should be especially strong, an interpretation of a historic style that is authentic to the area may be considered if it is subtly distinguishable as being new.



New buildings should be distinguishable from traditional buildings, while also being compatible. This new building is located near a residential setting and incorporates some traditional residential design characteristics of the area, including sloped roofs, wood lap siding, and similar window and door proportions; however, it is still distinguishable as new. This would be an appropriate design especially along some of the outside edges of Area 2 near residential settings.



In Area 2, contemporary interpretations of traditional designs and details are encouraged, such as this canopy and storefront system.



In Area 1, where the sense of Western Character should be especially strong, an interpretation of a historic style that is authentic to the area may be considered if it is subtly distinguishable as being new.



In Area 1 and Area 2, contemporary interpretations of traditional designs and details are encouraged, such as this cornice design.



In Area 2, while building height maximums are set by the LDRs, a building should be perceived as being predominantly two stories, especially at the street edge. Some portions of a building may be taller.



In Area 2, floor-to-floor heights should appear similar to those of traditional buildings within the overlay area.

BUILDING HEIGHT/STORIES

Design Intent:

Buildings should convey heights that appear similar in scale to those seen traditionally. In Area 1: one & two-story are appropriate; in Area 2: a building should be perceived as being predominantly two stories, especially at the street edge. Some limited portions of a building in these areas may also be taller as allowed by the LDR.

Area 1: Design Guideline:

1.11 Reflect the height of traditional buildings as perceived at the street edge.

- a. Maintain a one and two-story façade height at the street level. See design standards for exceptions.
- b. Floor-to-floor heights should appear similar to those of traditional buildings along the block.

Area 2: Design Guideline:

1.12 Reflect the height of existing buildings as perceived at the street edge.

- a. Maintain a mostly two-story façade height at the street level. See design standards for exceptions.
- b. Floor-to-floor heights should appear similar to those of traditional buildings within the overlay area.

BUILDING AND ROOF FORM

Design Intent:

Buildings should have simple forms, in keeping with the traditions of Western Character.

The list below identifies some traditional building and roof forms that reflect Western Character:

- Simple rectilinear boxes, especially those of commercial and retail-oriented uses. Other roofs are flat, or have a gabled roof that is concealed with a false front.
- Institutional buildings, including churches, often have distinctive, more varied forms.
- Lodging facilities often have sloping roofs, of gable or hipped forms.

Area 1 & Area 2 Design Guidelines:

1.13 Use a simple building form for a new building or addition.

- a. Basic rectilinear form is preferred with any variation in the form to be subordinate to the overall form. Appropriate ways to vary the form include:
 - » Varying height to reflect different building modules
 - » Increasing the setback for a portion of the front wall
 - » Stepping back an upper floor to maintain a lower scale at the street edge
- b. For a larger building, divide it into smaller modules that reflect the scale of traditional building and lot widths in the area.
- c. Attention to the design of transitions between modules in larger buildings is important; however too much variation, which results in an overly busy design, is inappropriate.
- d. Complement the existing building form when providing an addition.

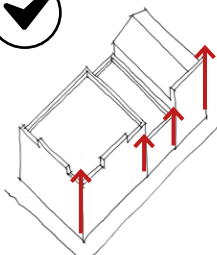


These curvilinear building accents are not subordinate to the rectilinear form and are inappropriate.

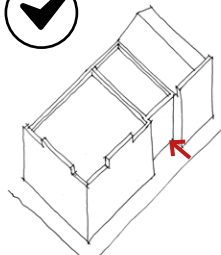


Use a simple building form for a new building or addition. This building would be an appropriate design in Area 2.

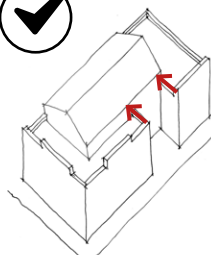
Appropriate building and roof form combinations



Variation in height



Wall plane setback



Upper level setback and wall plane setback

[Insert a side bar referencing the form standards in the LDR]

[Insert a side bar referencing slope standards in the LDR]

Area 1 Design Guidelines:

1.14 A roof form should be similar to those used traditionally.

- a. A flat roof is preferred, with a stepped parapet or similar treatment.
- b. A hip roof similar in size and scale to the traditional building on the town square is appropriate.



A flat roof is preferred, with a stepped parapet or similar treatment in Area 1.



A roof form should be similar to those used traditionally in Area 1.



Inappropriate complex roof form.

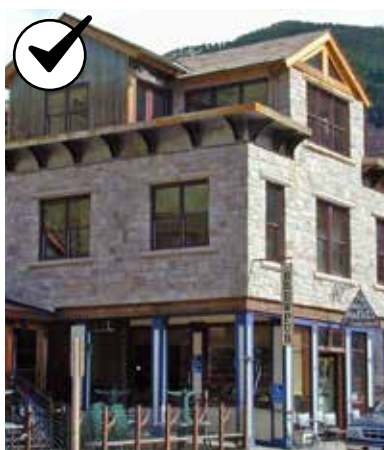
Area 2 Design Guidelines:

1.15 A roof form should be similar to those used traditionally.

- a. A flat roof is appropriate, with some variation in the cornice line on larger buildings.
- b. Sloped roofs are appropriate, and should be within a similar slope/pitch as traditional buildings. It should include a generous eave overhang to facilitate snow shedding and provide shadows that enhance interest and convey a sense of scale.
- c. A combination of a flat and sloped roof is appropriate; however this should not be overly complex in form.



Sloped roofs are appropriate, and should be within a similar slope/pitch as traditional buildings in Area 2.



In Area 2, a combination of a flat and sloped roof is appropriate; however, this should not be overly complex in form.



A flat roof is appropriate, with some variation in the cornice line on larger buildings in Area 2.

FAÇADE DESIGN

Design Intent:

The design of a building façade greatly impacts how it is perceived and its relationship to the street and site. The arrangement, rhythm and proportion of elements like windows and doors are all important factors. The overall composition of a wall is also important. Facades should have an orderly rhythm of elements that break down the building into discernible components. A larger building wall should be designed with smaller components to establish a human scale and add visual interest.

Area 1 & Area 2 Design Guidelines:

1.16 Design a building to incorporate a “base, middle, cap” to divide a façade into separate components.

- a. Express a traditional base, middle and cap composition with well-defined ground or lower floors and a distinctive but not overly ornate “cap” element framing middle building floors.

1.17 Arrange elements on a façade to create a generally consistent rhythm and sense of continuity.

- a. Use consistent window and door sizes on a façade.

1.18 Design a building to provide a vertical scale that is similar to nearby traditional buildings.

- a. Use similar floor-to-floor heights.

1.19 Design a building façade to be compatible with its setting.

- a. Generally align façade features, such as canopies, windows and roof cornices on parapets, with those on adjacent traditional buildings. This should not be a ridged alignment, but should provide some variation as is does now.

Area 1 Design Guidelines:

1.20 In Area 1, use a transparency-to-wall ratio similar to that found on traditional buildings in the area.

- a. Provide more transparency at the ground floor, with “punched” window openings provided in the upper floor walls.
- b. Using large areas of glass is inappropriate on an upper floor.

Area 2 Design Guidelines:

1.21 In Area 2, use a transparency-to-wall ratio similar to that found on traditional buildings in the area; however, using an accent feature with more transparency is appropriate.

- a. Glazing should be detailed to convey a sense of human scale.



Arrange elements on a façade to create a generally consistent rhythm and sense of continuity.



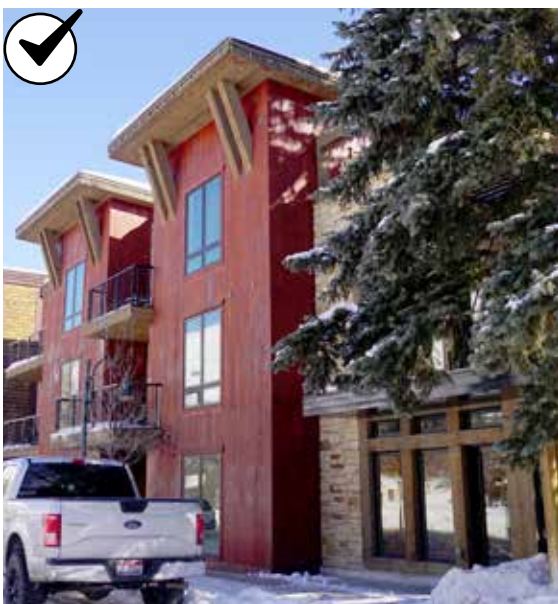
Express a traditional base, middle and cap composition with well-defined ground or lower floors and a distinctive “cap” element framing middle building floors in Area 2.



Provide more transparency at the ground floor, with “punched” window openings provided in the upper floor walls in Area 2.



Use vertical or horizontal variations in materials or color, including transparency-to-wall patterns in Area 1 and Area 2.



Use vertical and horizontal articulation techniques to convey a sense of human scale in a building façade in Area 2.

BUILDING ARTICULATION

Design Intent:

A new building should reflect the scale of traditional buildings. Scale includes not just the overall height and width of a building, but also the sizes and proportions of building features, as they relate to each other and to people. Building features are defined by simple vertical and horizontal articulation techniques that establish a sense of human scale, add visual interest, and prevent monotonous walls.

Area 1 & Area 2 Design Guidelines:

1.22 Use vertical and horizontal articulation techniques to convey a sense of human scale in a building façade.

- a. Articulation methods include:
 - » Using accent lines, fenestration patterns, or similar architectural techniques to create vertical and horizontal expression lines.
 - » Vertical or horizontal variations in materials or color, including transparency-to-wall patterns.
 - » Modest wall plane offsets, such as notches or projections (such as columns, moldings or pilasters)
- b. Providing articulation techniques in buildings is important; however too much variation, which results in an overly busy design, is inappropriate.



Appropriate articulation techniques that could be employed for a larger building in Area 2 include:

- building step down (3 to 2-story)
- change in color to define modules
- horizontal banding
- horizontal canopies
- horizontal window patterns
- upper story setback
- wall offsets



Providing articulation techniques in buildings is important; however too much variation, which results in an overly busy design, is inappropriate. There is too much variation in the use of articulation techniques in this building. This includes variations in the application of materials, color, architectural details and features in an attempt to reflect a traditional building size in a larger form.



Providing articulation techniques in buildings is important; however too much variation, which results in an overly busy design, is inappropriate. There is too much variation in the use of articulation techniques in this building. This includes variations in the application of materials, color, architectural details and features in an attempt to reflect a traditional building size in a larger form.



Providing an accent feature with more transparency is appropriate in Area 2.



Area 2 materials should have a muted color and finish, and reflect high quality design and detailing.



Building materials should be proven to be durable in the Jackson climate, such as wood when it is properly maintained.

BUILDING MATERIALS

Design Intent:

Primary building materials should be authentic, durable, and reflect Western Character. Materials should have a muted color and finish, and reflect high quality design and detailing. In Area 1, the palette of materials should be more limited in order to promote a sense of visual continuity around the Town Square. In Area 2, more diversity in the materials is appropriate, albeit within the range of those used traditionally.

Area 1 & Area 2 Design Guidelines

1.23 Avoid using materials that are out of scale with those seen traditionally, and have a color, profile, and finish that is out of character.

- a. Highly polished stone and shiny metals are inappropriate as a building material.
- b. Huge timber logs, large cut stones, and concrete slabs are inappropriate materials.
- c. Materials should have a muted color and a matte finish. However, some accent colors are appropriate as long as they have a matte finish and aren't neon or similar.

1.24 Use high quality, durable materials.

- a. The material should be proven to be durable in the Jackson climate, such as wood when it is properly maintained.
- b. The material should maintain an intended finish over time or acquire a patina, when it is understood to be a desired outcome.
- c. Materials at the ground level should withstand on-going contact with the public, sustaining impacts without compromising the appearance.
- d. Metals and similar type panels should be installed without dents and/or blemishes in the product.

1.25 New roof materials for sloped surfaces contribute to a sense of visual continuity in keeping with Western Character.

- a. Appropriate roof materials include:
 - » Standing seam metal roofs (low and narrow seam profile)
 - » Composition shingles
 - » Photo voltaic systems in dark matte, and non-reflective finishes.
- b. Inappropriate roof materials include:
 - » Red clay roof tiles, or synthetic simulations
 - » Vinyl shake or similar shingles

Area 1 Design Guidelines:

1.26 Building materials should contribute to a sense of visual continuity in keeping with Western Character.

- a. The following materials are appropriate (also see the materials chart on the following two pages for images.):
 - » Painted or stained wood siding (horizontal lap or vertical board and batten)
 - » Logs
 - » Stone, as natural rock or cut with a rough, matte finish
 - » Authentic Stucco (scored and textured to provide a sense of scale)
 - » Metal (only as an accent material for a storefront or windows) with a matte finish



Primary building materials should be authentic, durable, and reflect Western Character.

Area 2 Design Guidelines:

1.27 Building materials should contribute to a sense of visual continuity in keeping with Western Character.

- a. In Area 2, the use of the following materials is appropriate (also see the materials chart on the following page for images.):
 - » Wood siding (usually horizontal lap, although sometimes vertical board and batten. These are stained or painted)
 - » Stone, as natural rock or cut with rough/matte finish
 - » Brick
 - » Authentic Stucco (scored and textured to provide a sense of scale)
 - » Logs
 - » Architectural cast concrete (as an accent material that is scored to provide a sense of scale)
 - » Metal with a matte finish (typically no more than 25% of the building front)
 - » Cement-board panels and lap-siding that is scaled similar to traditional materials
- b. If using alternative materials they should also have a similar profile, texture and finish as natural materials. Some synthetic siding has an exaggerated, rusticated finish that is an inaccurate representation of authentic clapboard and should not be used. Other inappropriate materials include:
 - » Vinyl siding
 - » Aluminum siding
 - » Unfinished concrete masonry unit (CMU) as a primary material



Cement-board panels and lap-siding that is scaled similar to traditional materials are appropriate in Area 2.



Building materials should contribute to a sense of visual continuity in keeping with Western Character. These buildings use an appropriate combination of materials for Area 2.

Appropriate Primary Building Materials Chart Examples

All of the building materials provided below are appropriate for use in Area 2. If it is also appropriate for Area 1 it is noted.



Formed concrete (wood-like)



Cast concrete (artistic)



Formed concrete (artistic)



Formed concrete (colored blocks)



Natural stone (Area 1)



Natural stone (Area 1)



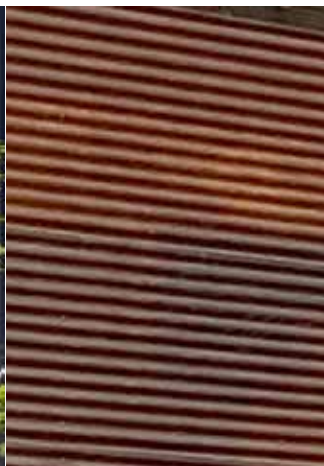
Slate tiles



River rock (Area 1)



Metal panel (crimped battens)



Corrugated metal (rusticated)



Metal lap



Metal panel (rusticated)

Appropriate Primary Building Materials Chart Examples

All of the building materials provided below are appropriate for use in Area 2. If it is also appropriate for Area 1 it is noted.



Timber (Area 1)



Wood slat



Vertical boards (stained) (Area 1)



Vertical boards (weathered) (Area 1)



Chinked logs (Area 1)



Stained wood lap (Area 1) =



Natural wood lap (Area 1)



Burl wood (Area 1)



Cement board (lap)



Cement board (grooved)



Cement board (board & batten)



Cement board (timber-like)



ARCHITECTURAL DETAIL

Design Intent:

Buildings should include architectural detailing that is simple in character, provides a sense of scale, provides visual interest, and is authentic in its application of materials. Architectural details that reflect these Western Character attributes include:

- Frames and moldings around windows and doors
- Simple cornices at parapets
- Awnings or sloped canopies to shelter the sidewalk and shade display windows
- Canopy posts
- Entry porticoes
- Authentic application of materials
- Support systems

Area 1 & Area 2 Design Guidelines

1.28 Simple, authentic and unembellished architectural detailing is appropriate.

- Elaborate architectural treatments, such as decorative moldings at cornices, windows and door surrounds, are inappropriate.
- Exposed timber structural elements are appropriate as detailing.
- Simple or stepped parapet walls are appropriate.
- Tacked-on detailing is inappropriate.
- Materials should typically transition at inside corners, belt courses, cornice lines, foundation lines, window and door moldings, and similar.



In Area 1 & 2 simple, authentic, and unembellished architectural detailing is appropriate as shown in the three images above.



Simple or stepped parapet walls are appropriate; however, the mixed cornice treatment is inappropriate since it is too busy.



In Area 2 this building would be appropriate with the exception of the following details since they don't reflect authentic architectural details. These occur on the upper floor and include tacked-on window sills and sloped roof components.

Appropriate Architectural Detailing: Simple, Authentic and Unembellished

All of the architectural details provided below are appropriate for use in Area 2. If it is also appropriate for Area 1 it is noted.



Anchor system



Framing connections



Framing connections



Material change



Material change



Material change



Metal frame system



Metal frame system



Material change



Material change



Material change (Area 1)



Material change (Area 1)

SECTION V.

Historic Preservation Design Guidelines of Appendix B to the Town of Jackson Land Development Regulations are hereby added to read as set forth on the following pages:

HISTORIC PRESERVATION DESIGN GUIDELINES



These design guidelines are for the treatment of historic resources in the Town of Jackson. They address alterations and improvements to the exteriors of historic properties with the objective of preserving their historic significance. They also provide information related to new construction that may occur on a property that includes a historic resource.

PLANNING A PROJECT FOR A HISTORIC PROPERTY

USING THE PRESERVATION GUIDELINES

The guidelines shall be applied in these ways:

- **Voluntary use:** Any property owner who owns a property that they consider to have historic significance may use these guidelines voluntarily to help plan projects that will preserve the building.
- **Use with incentives:** The town offers incentives for preservation, for which property owners may apply if they have designated their property. The town will use these guidelines to determine that the conditions have been met for providing the incentive. A Certificate of Appropriateness (CofA) is required prior to issuing a permit for any improvements to the property.
- **Use with officially designated historic resources:** Some properties may be formally recognized as a Designated Historic Resource by town council. A Certificate of Appropriateness (CofA) is required prior to issuing a permit for any improvements to the property.



REHABILITATION PRINCIPLES AND PRESERVATION BEST PRACTICES

When considering a rehabilitation project of a historic building for reuse, the following objectives will be met.

Respect the character of the building - Do not change the style of the building or make the structure look older than its actual age. Confusing the character by mixing elements of different styles can weaken the appearance and integrity of the structure.

Protect and maintain character-defining features - Character-defining features should be treated with sensitivity. The best practice is to maintain these features from the outset.

Repair character-defining features when possible - Use best practices when repairing character-defining features to minimize damage to the original materials.

Design an addition to respect the existing structure, and maintain its historic integrity - When constructing an addition, do not try to emulate an existing style to make the addition look older than its actual age, unless this is a *reconstruction* (see following page) of a resource. A contemporary design for an addition to an existing structure is appropriate as long as it does not destroy character-defining features, and the design is compatible with the building. Additions should relate to the original building in general massing and scale, but should appear as new.



The historic building on the left was somewhat modified inappropriately. The inappropriate modifications include: the wood shingle infill within the storefront transoms; the aluminum framing; and the brick kickplate. The recent rehabilitation is an appropriate "rehabilitation" of the Jackson Drug Co. building. In this case, the altered storefront was replaced with a new storefront that represented a more traditional storefront configuration, and the contemporary canopy is a compatible replacement. The next step would be to replace the casement windows with a more traditional double-hung wood window configuration, especially in those locations that face the street.

ACCEPTED TREATMENTS FOR HISTORIC RESOURCES

The following treatments for historic properties may be considered when planning a preservation project. Much of the language addresses buildings; these treatments also apply to sites, objects and structures.

Preservation - "Preservation" is the act of applying measures to sustain the existing form, integrity and material of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

Restoration - "Restoration" is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project. This may apply to an entire building, or to restoring a particular missing feature.

Reconstruction - "Reconstruction" is the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific time and in its historic location. This has limited application, in terms of an entire building, but may apply to a missing feature on a building.

Rehabilitation - "Rehabilitation" is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural or architectural values. Rehabilitation may include a change in use of the building or the construction of an addition. This term is the broadest of the permitted treatments and applies to most work on historic properties.

Combining Treatments - For many projects a "rehabilitation" approach will be the overall strategy, because this term reflects the broadest, most flexible of the approaches. Within that, however, there may be a combination of treatments used as they relate to specific building components. For example, a cornice in good condition may be preserved, a storefront base that has been altered may be restored, and a missing kickplate may be reconstructed.

PREFERRED SEQUENCE OF ACTIONS

Preserving key, character-defining features is a fundamental precept of preservation. Therefore, selecting the appropriate treatment for a character-defining feature and cultural resource is important. The method that requires the least intervention is always preferred. By following this tenet, the highest degree of integrity will be maintained. The following treatment options appear in order of preference. When planning work, follow this sequence:

Step 1. Preserve:

If a feature is intact and in good condition, maintain it as such.

Step 2. Repair:

If the feature is deteriorated or damaged, repair it to its historic condition.

Step 3. Replace:

If it is not feasible to repair the feature, then replace it in kind, (e.g., materials, detail, finish). Replace only that portion which is beyond repair.

Step 4. Reconstruct:

If the feature is missing entirely, reconstruct it from appropriate evidence. If a portion of a feature is missing, it can also be reconstructed.

Step 5. Compatible Alterations:

If a new feature (one that did not exist historically) or an addition is necessary, design it in such a way as to minimize the impact on historic features. It is also important to distinguish a new feature on a historic building from the historic features, in subtle ways.

EXAMPLE DESIGN GUIDELINES FORMAT

The design guidelines in this document use a standard format. This format includes a series of five items, which are noted and described in the diagram below.

A Design Topic Heading

This is shown in bold, is numbered, and is always at the top of the page.

B Intent Statement

The intent statement follows the design topic heading. It explains the goal of the design guidelines that follow. If an application does not specifically meet one of the design guidelines, it can be reviewed using the intent statement.

C Design Guidelines

Design guidelines describe an intent or desired outcome. They are numbered for easy reference.

D Additional Information

This information is found in a bullet list that follows a design guideline, where applicable. This provides appropriate and inappropriate strategies for meeting the intent of the design guideline.

E Images and Illustrations

Visuals are included to clarify the intent of the guideline. Captions provide more detail about how the image is to be interpreted.



A MATERIALS

B Design Intent:

Preserve traditional materials that contribute to the overall character of the building.

Design Guidelines:

C 1.79 Preserve original building materials and their composition.

- D** → a. Building materials are often combined to define building divisions such as the base (foundation), middle (walls), and cap (roof and/or cornice). This composition should be preserved.

E

Preserve original building materials.

Appropriate and Inappropriate Solutions

In many cases, images and diagrams in the design guidelines are marked to indicate whether they represent appropriate or inappropriate solutions.

✓ A check indicates appropriate solutions.

✗ An "X" mark indicates solutions that are inappropriate.

HISTORIC PRESERVATION DESIGN GUIDELINES



CHARACTER-DEFINING FEATURES

Design Intent:

Preserving the integrity of a historic property and/or cultural resource is a fundamental objective. To do so, character-defining features should be preserved to the extent feasible.

Design Guidelines:

- 1.29 Preserve character-defining features of buildings, and cultural resources.
 - a. This includes details that define the building's architectural style as well as its materials, doors and windows.
 - b. Cultural resources can include park features, bridges and cemeteries, for example.
- 1.30 Retain a character-defining feature that is in good condition.
 - a. Repair, rather than replace a deteriorated feature, when feasible.
- 1.31 Avoid removing a damaged character-defining feature that can be repaired.
- 1.32 Patch, piece-in, splice, consolidate or otherwise upgrade existing materials, using best building practices.
- 1.33 When disassembly of a character-defining feature is necessary for its repair, use methods that minimize damage to it. Document its location so it may be repositioned accurately.

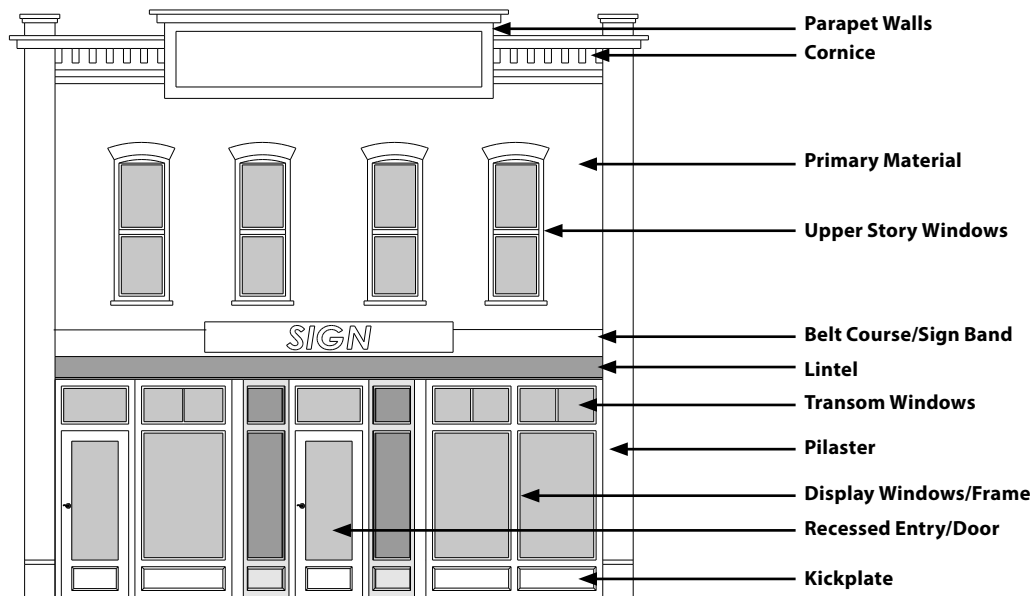


Preserving the integrity of historic and cultural resources is a fundamental objective.



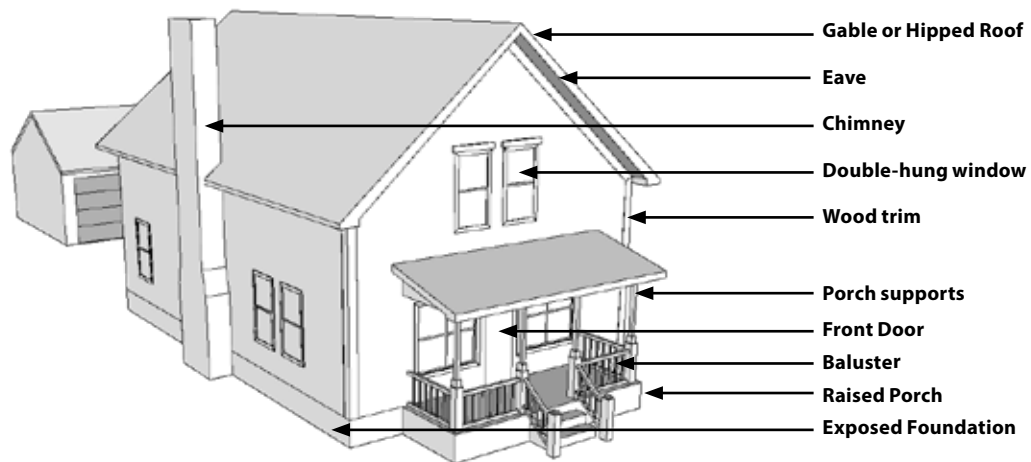
Retain a character-defining feature that is in good condition, such as this entry feature and covered boardwalk.

Character-defining features of a commercial storefront

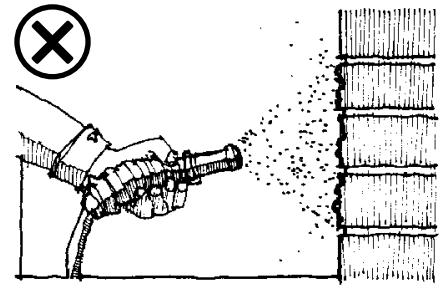
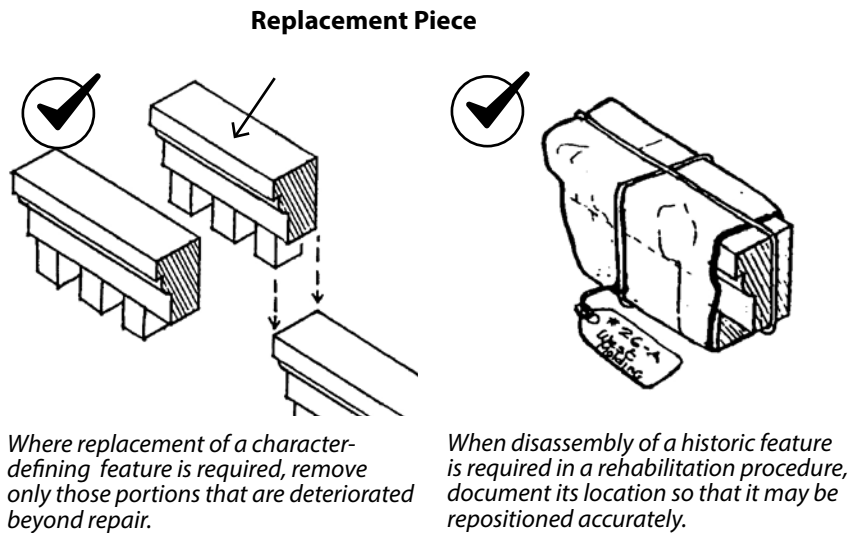


These are typical character-defining features for a historic storefront building. There are a variety of historic commercial building types in Jackson. Reference the Town of Jackson's historic survey when considering a rehabilitation project. The survey will often provide information on a building's history and identify character-defining features.

Character-defining features of a residential building



These are typical character-defining features for a historic residential building type in Jackson. Reference the Town of Jackson's historic surveys when considering a rehabilitation project. The survey will often provide information on a building's history and identify character-defining features.



Do not use harsh cleaning methods on any masonry or wood surfaces.



Use procedures for cleaning, refinishing and repairing character-defining features that will maintain the original finish. These include paint removal where appropriate. Typically a test patch is completed first to evaluate the original material.

1.34 Use procedures for cleaning, refinishing and repairing character-defining features that will maintain the original finish.

1.35 Employ best practice treatments that will protect materials and details.

- a. These include rust removal, caulking, limited paint removal and application of paint or stain where appropriate.

1.36 Avoid adding a new feature that is not part of the original building fabric.

- a. For example, decorative millwork should not be added to a building if it was not an original feature.

For More Information:

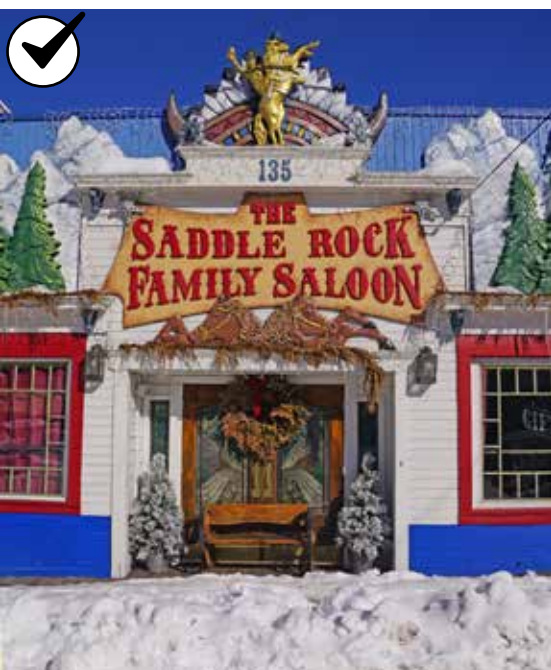
The following National Park Service preservation briefs at www.nps.gov provide additional information on the treatment of character-defining features.:

Preservation Brief 11: Rehabilitating Historic Storefronts

<https://www.nps.gov/tps/how-to-preserve/briefs/11-storefronts.htm>

Preservation Brief 45: Preserving Historic Wood Porches

<https://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>



Maintain parapet walls and cornices on a flat roofed structure.



Preserve the original eave depth of a sloping roof.

BUILDING AND ROOF FORM

Design Intent:

Maintain the original building and roof form of a historic building. If replacement is needed, utilize a roof material that is in keeping with the original.

Design Guidelines:

- 1.37 Maintain the original building form and that of its roof.
- 1.38 Avoid altering the basic building form or the angle of an original roof.
- 1.39 Preserve the original eave depth of a sloping roof and the original parapet height on a flat roof.
- 1.40 Maintain parapet walls and cornices on a flat roofed structure.
- 1.41 Provide functional coping that is compatible with the existing building façade.
- 1.42 For a sloped roof, use a new roof material that conveys a scale, texture and finish which is similar to the original.
- 1.43 For a sloped roof, using shingles that contain embedded photovoltaic systems is also appropriate.



Maintain the original building and roof form of a historic building.

MATERIALS

Design Intent:

Preserve traditional materials that contribute to the overall character of the building.

Design Guidelines:

1.44 Preserve original building materials and their composition.

- Building materials are often combined to define building divisions such as the base (foundation), middle (walls), and cap (roof and/or cornice). This composition should be preserved.

1.45 Avoid removing original materials that are in good condition.

1.46 Remove only those materials which are deteriorated, and must be replaced.

1.47 Repair a deteriorated primary building material by patching, piecing-in, consolidating or otherwise reinforcing it.

1.48 When replacing materials on a primary surface, match the original in composition, scale and finish.

- If the original material is wood clapboard, for example, then the replacement material should be wood as well. It should match the original in size, the amount of exposed lap and in finish.
- An alternative material may be considered if the size, character and finish conveys the appearance of the original.



Preserve original building materials.



Cap	Wood shingle	Wood lap	Wood lap	Wood lap	Wood lap
Middle	Wood lap/ or log	Wood shingle	Wood lap	Brick	Stone
Base	Foundation	Foundation	Foundation	Foundation	Foundation

Building materials on residential buildings are often combined to define building divisions such as the base (foundation), middle (walls), and cap (roof and or cornice). The original composition of materials should be preserved.



Consider removing later covering materials that have not achieved historic significance.

1.49 Replace only the amount required. For example, if a few boards are damaged beyond repair, then only they should be replaced, not the entire wall.

1.50 Do not strip existing painted wood surfaces to bare wood to achieve a “rustic look.”

1.51 Do not use harsh cleaning methods, which can inhibit the function and appearance of the existing material.

- a. For example, sandblasting is inappropriate because it can damage the protective coating and change the appearance of the material.

1.52 Covering original material with new materials is inappropriate.

- a. Vinyl siding, aluminum siding and new stucco are inappropriate on historic buildings. Other imitation materials that are designed to look like wood or masonry siding, fabricated from other materials, are also inappropriate.
- b. If a property already has a non-contributing building material covering the original, it is not appropriate to add another layer of new material, which would further obscure the original.

1.53 Consider removing later covering materials that have not achieved historic significance.

- a. Once the non-contributing siding is removed, repair the original, underlying material.
- b. If a building has a stucco finish, removing the covering may be difficult, and may not be desirable. Test it first to assure that the original material underneath will not be damaged.

For More Information:

The following National Park Service preservation briefs at www.nps.gov provide additional information on the treatment of historic materials:

Preservation Brief 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings

<http://www.nps.gov/tps/how-to-preserve/briefs/1-cleaning-water-repellent.htm>

Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings

<http://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>

Preservation Brief 16: The Use of Substitute Materials on Historic Building Exteriors

<http://www.nps.gov/tps/how-to-preserve/briefs/16-substitute-materials.htm>

Preservation Brief 26: The Preservation and Repair of Historic Log Buildings

<https://www.nps.gov/tps/how-to-preserve/briefs/26-log-buildings.htm>

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings

<https://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

Using Alternative Materials on a Historic Building

The design guidelines sometimes refer to the use of alternative materials when replacing character-defining features and architectural details, such as windows, siding and molding. An alternative material is one which is different from that used originally for a specific application. Alternative materials will be reviewed on a case-by-case basis. Such materials may include:

- Aluminum siding, and some other types of metal materials such as corrugated metal roof materials.
- Cementitious fiber siding
- Non-wood replacement of wood columns (cast resin)
- Other non-original materials

Some common alternative materials for specific architectural features include wood, plaster, concrete and stucco for porch columns, wood for railings, asphalt shingles for roofs and wood or fiber cement for trim. These examples are not an exhaustive list; other alternative materials may be used for these architectural features and other architectural features may also be replaced with alternative materials.

Alternative materials may also include materials used to replace historic architectural details such as a resin-cast cornice used in place of a stamped metal cornice. In other cases, an alternative material may be traditional when used for other applications, but new for the particular detail being considered. Using wood to replace an original stamped-metal cornice is an example.

Alternative materials may be considered by the city on a case-by-case basis as replacement materials, or for use on a new addition, or a new building in a historic district. The city will consider factors including:

Potential Impact on Historic Significance

Removing original material diminishes the integrity of a historic property by reducing the percentage of building fabric that remains from the period of historic significance. Retaining the original material is always preferred. If this is not feasible, alternative materials may be considered. When used, an alternative material should convey the character, including detail and finish, of the original to the greatest extent feasible.

Appearance

An alternative material should also have a similar profile, texture and finish as the original material. Some synthetic siding has an exaggerated, rusticated finish that is an inaccurate representation of original clapboard. Vinyl products are also inappropriate alternative materials on historic properties.



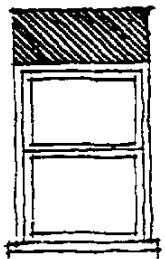
An alternative material should convey the character, including detail and finish, of the original to the greatest extent feasible (aluminum clad windows and cement board).



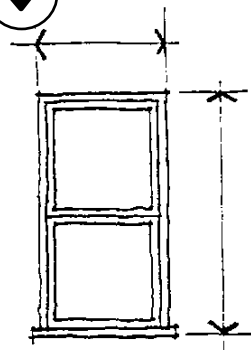
An alternative material should also have a similar profile, texture and finish as the original material. The cement board siding provides an appropriate profile, but the surface should have a matte finish.



Preserve the ratio of window openings to solid wall on a primary façade.



Reducing an original opening to accommodate a smaller window or increasing it to receive a larger window is inappropriate.



WINDOWS

Design Intent:

Maintain the historic alignment, spacing and dimensions of window openings. Preserve traditional windows that have distinct stylistic features, if feasible. When a new window is needed, design it to be in character with the building.

Design Guidelines:

1.54 Preserve the position, number and arrangement of existing windows in a primary building wall.

- On a primary façade, enclosing an existing window opening is inappropriate, as is adding a new window opening.
- If a new window is needed, consider locating it on a side or rear wall.

1.55 Preserve the ratio of window openings to solid wall on a primary façade.

- Significantly increasing the amount of glass on a character-defining façade will negatively affect the integrity of the structure.
- Alteration may be appropriate on side and rear walls that are less visible from the public way.

1.56 Preserve the size and proportion of an existing window opening on a primary wall.

- Reducing an original opening to accommodate a smaller window or increasing it to receive a larger window is inappropriate.
- Altering a window that is not visible from the street may be appropriate.

1.57 Use durable window materials.

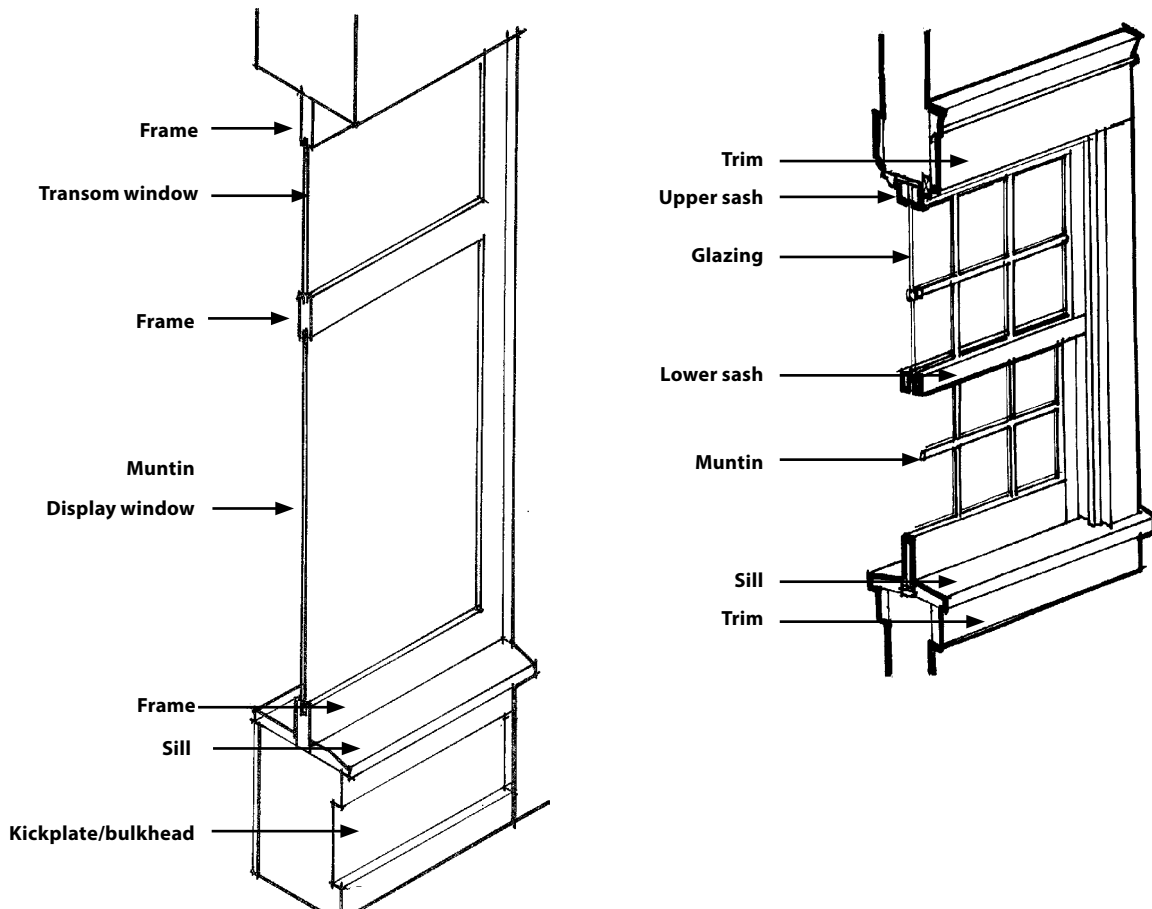
- Use a metal or wood frame, when possible. It should have a dimension and profile similar to those used historically.
- Avoid using a window material that does not have a proven durability.
- Avoid using a thin window frame on a primary façade.

1.58 In a replacement window on a primary wall, use a material that appears similar to the original, when feasible.

- Using the same material as the original is preferred, especially on street-facing façades. A substitute material should match the original profile.

Typical Window Types

Common original window types that may be found on historic properties are illustrated below.



For More Information:

The following National Park Service preservation briefs and National Trust for Historic Preservation article provide additional information on the treatment of historic materials:

Preservation Brief 9: The Repair of Historic Wooden Windows

<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

National Park Service Preservation Tech Notes (scroll down page for information on windows)

<http://www.nps.gov/tps/how-to-preserve/tech-notes.htm>

National Trust for Historic Preservation Article on Window Retrofits

<http://www.preservationnation.org/who-we-are/press-center/press-releases/2012/new-windows-study.html#.UdshFXFsikl>

Benefits of Wood Window Retrofits

Sensitive stewardship of the existing building stock significantly reduces environmental impacts. Re-using a building and its original wood windows preserves the energy and resources invested in its construction, reduces demand on landfill space and eliminates the need for producing new construction materials. Manufacturing of many new building materials uses substantial levels of energy. This can be reduced significantly if historic structures and their wood windows are retained rather than demolished.

Many historic building materials, such as a building's wood windows have long life cycles, which contribute to their sustainability. They were built for longevity in a manner that also allows for repairs. Some replacement features for a historic building, such as synthetic window materials, advertise they are: low in maintenance, inexpensive, and durable etc. In fact, they have a significantly shorter life span than historic wood windows, are difficult to repair, and are incompatible with historic building materials, and therefore not as great as advertised.

An older window is often identified as being a major source of heat loss, when other parts of a building are typically the major sources. For example, as much as 50% of the energy lost from a house is from air infiltration through the attic, uninsulated walls, and around the windows and door cavities, not through the glass in a window itself. Repairing, weather-stripping and insulating an original window is typically more efficient and much less expensive than new windows, as well as sound preservation practice. Retrofits also extend the life of existing windows, avoid production of new materials, reduce waste and preserve a home's character. Retrofits have proven to be cost effective over the long-term in national studies.

Substantial amounts of information are available that document the energy saving benefits of retaining and repairing a historic window, rather than replacing it.

For More Information:

The following National Trust for Historic Preservation article at www.preservationnation.org provides additional information on the treatment of historic materials: **Saving Windows, Saving Money** (<https://forum.savingplaces.org/connect/community-home/librarydocuments/viewdocument?DocumentKey=59eab0e4-f0f4-45c5-97c8-147a8def82ae&CommunityKey=00000000-0000-0000-0000-000000000000&tab=librarydocuments>)

DOORS

Design Intent:

Maintain the fundamental alignment, spacing and dimensions of door openings on a primary façade. When a new door is needed, design it to be in character with the building.

Design Guidelines:

- 1.59 Preserve the size, position and proportion of key door openings on the primary façade.
 - a. Altering a door opening on a side or rear elevation may be appropriate.
- 1.60 Avoid changing the position of key door openings on the primary façade.
- 1.61 Preserve traditional doors with distinct stylistic features, if feasible.
- 1.62 When replacing a key door, use one that is compatible with the building style.



Preserve traditional doors with distinct stylistic features, if feasible. This door is likely a reconstruction of the historic door and is an appropriate historic preservation approach.



Preserve the size, position and proportion of key door openings on the primary façade.



Maintain the fundamental alignment, spacing and dimensions of door openings on a primary façade.

ADDITIONS

Design Intent:

It is important to maintain the general appearance of a historic building, especially from key vantage points in the public way. An addition should be planned to minimize damage to the historic building by preserving character-defining features, building form, etc. Locating a new addition to the rear or the side of the historic building is the best approach, in order to reduce any negative impacts to the building. It also should be compatible with the fundamental characteristics of the historic building while appearing as a new alteration.

Impact Considerations for Additions:

- Consider impacts of the addition to the visual and physical qualities of the property and to one's ability to perceive its historic character.

Some impact-related factors to consider include:

- Is the addition visible? Locating the addition such that the historic building remains prominent is important.
- Does the addition remain visually subordinate to the historic building? Keeping it lower in scale, or separated from the historic building is important.
- Is one's ability to interpret the historic character retained? (Especially in terms of perceiving the original mass, scale and prominence of the property)
- Are alterations to key character-defining features avoided or at least minimized? Attaching the addition should not require destruction of key features on the historic building.
- Is the structural integrity of the property retained, or even improved?

For More Information:

Preservation Brief 14 New Exterior Additions to Historic Buildings:
Preservation Concerns

<https://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>

Design Variables for an Addition

Design variables include basic scale and proportion considerations that relate to the compatibility of the addition with the primary building and surrounding historic context. Design variables to consider include:

The height of the addition.

Keeping floor heights in the range of those on the historic building, or even lower, may help keep an addition visually subordinate to the historic building.

The degree of setback.

Does the original primary façade (front) remain visually prominent? An addition should be set back from the façade and other key walls that contribute to the character of the property. The setback should be a sufficient distance such that the historic building remains prominent.

Simplicity of design.

Is the design of the addition subordinate in character? The design should be relatively simple in architectural character and detailing, such that it does not call undue attention to itself. The historic building should remain the prominent feature.

Design Guidelines:

1.63 Locate an addition to be subordinate to the original structure.

- An addition should relate to the building in mass, scale, character and form.
- An addition to the front of a building is inappropriate.
- Greater flexibility on less visible façades may be appropriate.

1.64 Reflect the height of traditional commercial buildings as perceived at the street edge.

- A significant stepback for a third floor addition is required, to maintain a sense of two stories at the street level.
- The third story should maintain view corridors.



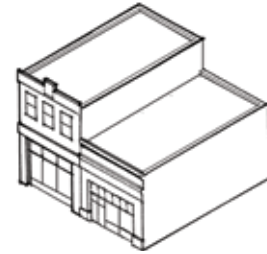
Street view

Set a rooftop addition back significantly from the building front on a commercial building.



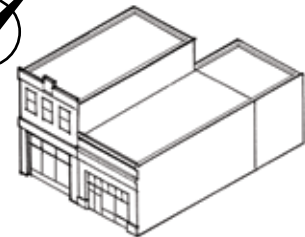
Bird's eye view

Locating an Addition to a Historic Commercial Building



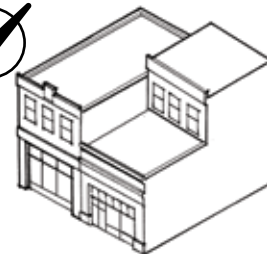
Historic Structure

The one and two-story commercial buildings illustrated above are historic.



Rear Addition

The rear addition illustrated at right is appropriate.



Rooftop Addition

The rooftop addition illustrated at right is appropriate because it is set back from the front façade.



This series of images portrays an appropriate rehabilitation of a 1) historic log cabin, 2) addition to it, and 3) a new accessory dwelling unit on the lot.

① Log cabin - appropriate historic building elements include:

- Preservation of building form and materials (except large picture window)
- New door
- Paint and stain

② Addition - appropriate building elements include:

- Ability to interpret old from new construction
- Mass and scale
- Materials
- Side wall inset to adjacent property

③ New accessory dwelling - appropriate building elements include:

- Ability to interpret old from new construction using contemporary construction techniques
- Mass and scale
- Window and door openings that reflect historic proportions.



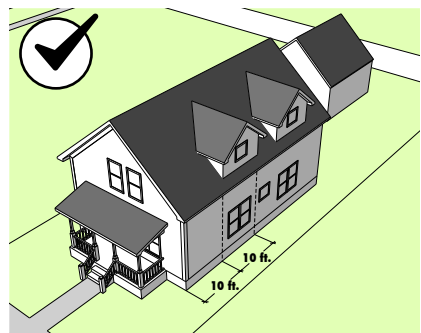
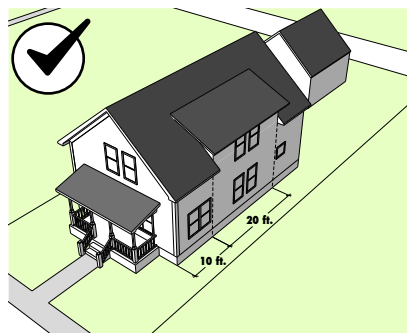
1.65 Locate an addition to retain open space patterns on the site.

1.66 Design an addition to a historic building to respect the character-defining features of the building.

1.67 Design an addition to be recognized as current construction.

1.68 Design a dormer addition(s) to minimize impacts on the building.

1.69 Separate the mass of a larger addition from the historic building and link the two with a smaller connector.



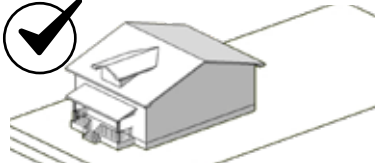
Do not visually overwhelm the historic roof with new dormers. Locate new dormers on side or rear-facing roof slopes, if possible, and below the ridge line.

Locating an Addition to a One-story Historic Residential Building

An addition to a historic residential structure should be subordinate to, and clearly differentiated from, the original historic building as illustrated below.

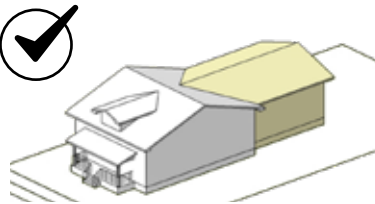
Original Structure

The one-and-a-half story bungalow illustrated at right is historic.



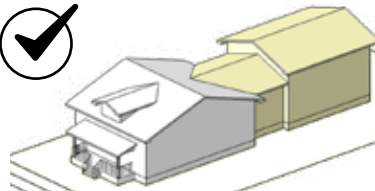
One-Story Addition

The addition illustrated at right is appropriate because it is clearly differentiated from the original structure with a change in roof plane and is nearly invisible from the street.



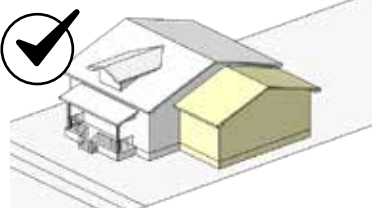
One-and-a-Half Story Addition

The addition illustrated at right is appropriate because it is set back and clearly differentiated from the original structure with a connector.



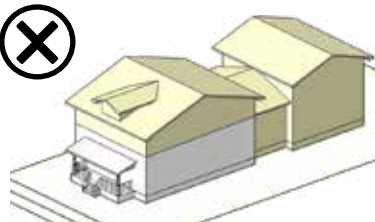
One-Story Addition to the Side

The addition illustrated at right is appropriate because it is set back and is clearly subordinate to the original structure.



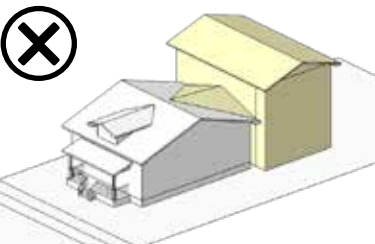
Inappropriate Two-Story Addition

The addition illustrated at right is inappropriate because it substantially alters the primary façade of the historic structure.



Inappropriate Two-Story Addition

The addition illustrated at right is inappropriate because it does not have a connector.





NEW BUILDINGS ON HISTORIC SITES

Design Intent:

In some cases, a separate new building may be constructed on a site that presently has a historic building. This may occur in areas where zoning permits and where incentives for preservation encourage adding more structures to the site. When this occurs, it is important that the new building(s) be compatible with the historic character of the existing building and site. Considerations for compatibility include the location of the new building, its mass and scale, form and materials, and how it transitions to the historic building.



There may be some cases where some existing residential buildings will be on a site where more density is targeted. The goal is to preserve the historic building in place. If this isn't feasible, then relocate it on site. Finally, it may be moved to a receiving site.



Locate a new building to the side or rear of the historic structure (shown in peach), such that the historic structure remains visible as the original, primary structure.

Design Guidelines:

1.70 Locate a new building to be compatible with the historic building.

- Locate a new building to the side or rear of a primary historic building, such that the historic building remains visible from the street.
- Separate the new building from the historic structure a sufficient distance such that the character of the original remains highly visible. The larger the new building is, the greater the separation should be.
- A secondary historic building is often located along the alley and could be the only contributing building on the property. In this case, a new building may be located in front of it and oriented to the street.

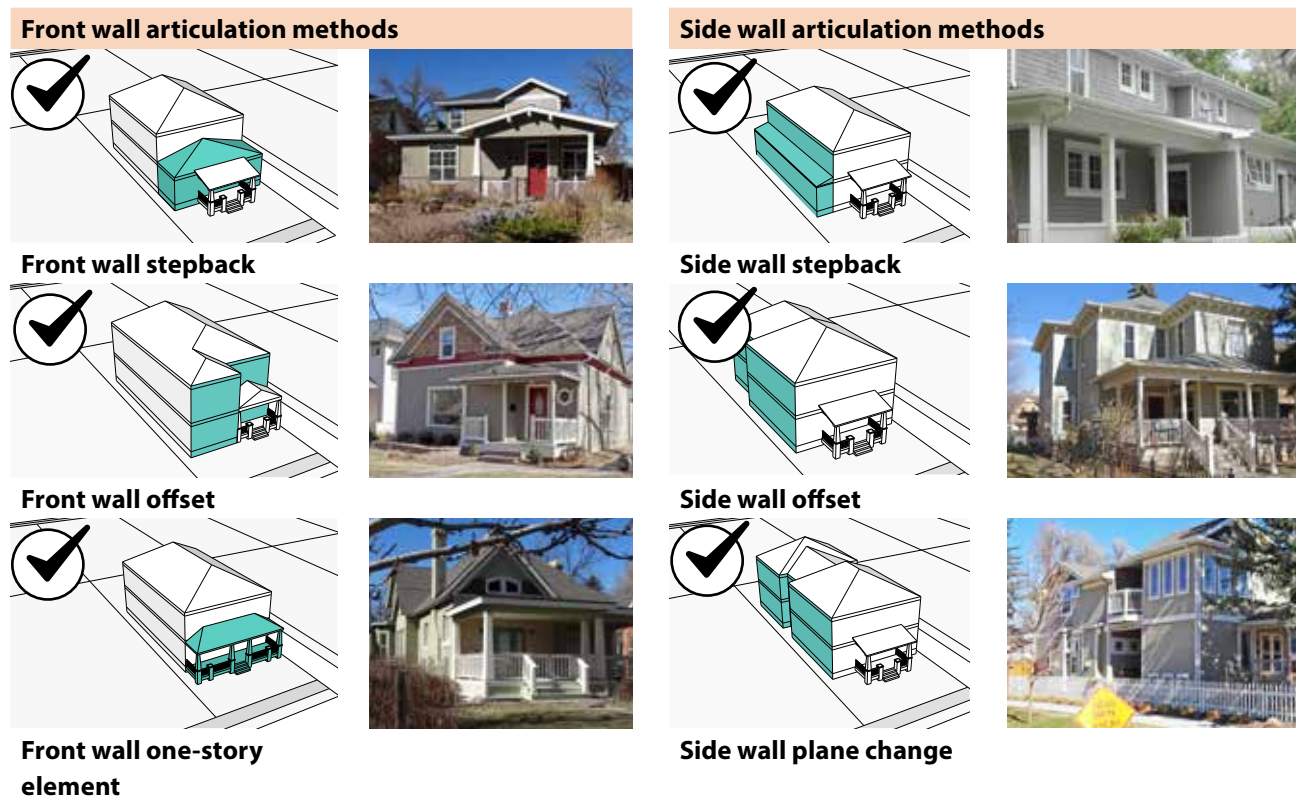
1.71 Design a new building to be compatible in mass and scale with the historic structure.

- Keep the size less than the historic structure when feasible.
- For a larger structure, divide it into modules that are in scale with the historic building.

1.72 Use a building form that is compatible with the historic structure.

- A simple rectilinear form is preferred.
- Avoid exotic forms that would detract from the historic resource.

The following models illustrate some ways a building mass can be articulated to reduce the perceived mass and to relate to the scale of an adjacent historic residential building on the site.



1.73 Use building materials that are compatible with the historic structure.

- Natural materials, including wood siding and stone are appropriate.
- Alternative materials that have a proven durability also may be considered. See page 39.
- These should have a matte, muted finish.

1.74 Mitigate negative scale-related visual impacts to a historic building.

- Effective treatments include:
 - » Scale transitions (front wall or side wall step backs, or overall height reductions)
 - » Increased setbacks (front, rear or side)



Generally, creating an accessibility solution that is independent from the historic building and does not alter its historic characteristics is an appropriate approach to installing a ramp.

ACCESSIBILITY

Design Intent:

Owners of historic properties should comply to the fullest extent possible with the Americans with Disabilities Act and other accessibility laws, while also preserving the integrity of the character-defining features of their buildings and sites. Special provisions for historic buildings exist in the law that allow some alternatives in meeting the ADA standards.

Design Guideline:

1.75 Generally, creating an accessibility solution that is independent from the historic building and does not alter its historic characteristics is encouraged.

- a. Identify the historic building's character-defining spaces, features and finishes so that accessibility code-required work will not result in their damage or loss.
- b. Alterations to historic properties that are designed to improve access for persons with disabilities should create minimal negative effect on the historic character or materials.
- c. Provide barrier-free access that promotes independence for the disabled to the highest degree practicable, while preserving significant historic features.
- d. Minimize impacts to a historic building; a design that is reversible is preferred.

For More Information:

Preservation Brief 32 Making Historic Properties Accessible

<https://www.nps.gov/tps/how-to-preserve/briefs/32-accessibility.htm>

REPOSITIONING A HISTORIC STRUCTURE WITHIN ITS PARCEL

Design Intent:

Preserving a historic building in its original location and on its historic foundation is preferred, because this helps to retain the integrity of the resource. However, in some cases, it may be appropriate to reposition a historic building on its site. (This does not involve removing it entirely from the parcel.) In either case, it is important in an arrangement that the historic building is in keeping with its historic site condition.

Some reasons that justify moving the building within the site include:

- The building is historic, but research shows that it has been relocated and therefore possesses no integrity of location.
- The historic building in question intrudes on public right-of-way.
- Shifting the historic building forward (if it is the main structure on the site) in order to accommodate compatible new construction to the rear of the property.

Design Guideline:

1.76 A historic structure may be repositioned on its site if doing so will help assure its preservation.

- a. If an historic structure must be repositioned, do so in a way that maintains the general character as seen from the street.
 - » The front façade should continue to face the street.
 - » The building should be oriented in a similar direction.
 - » The front setback should remain with a range seen traditionally in the neighborhood.
- b. Assure the building is stabilized from further deterioration.
 - » The historic building and its features are protected. A clear sequence of steps must be described for how the building's materials or elements will be protected, including any appendages or elements that will be removed, labeled and stored for re-assembly at the receiving site.
- c. The town must have a strong assurance that the rehabilitation project will be followed through to completion and meets best historic preservation practices.
 - » Proof of secure project financing may be required.
 - » New replacement materials should be kept to a minimum in the rehabilitation process.
 - » The proposed design for the building and its site will be reviewed using the design guidelines for rehabilitation found in this document.
- d. Assure the historic building will have a viable use in the development of the site that will assure its continued maintenance after the approved rehabilitation work is completed.

RELOCATION OF A HISTORIC BUILDING TO ANOTHER SITE

Design Intent:

In some cases, a historic building may be considered for relocation to a different parcel. The new parcel would be an appropriate setting for the building. In most cases, the building should be moved intact. In some situations, however, moving the entire building intact may not be feasible, and it may become necessary to move portions of the structure separately, and then re-assemble it on the new site. This process is not the same as demolition. The process of disassembly and reconstruction is designed to relocate the building and reinstate it in a condition as close to the original as is feasible. It requires special care to assure that disassembled materials are properly managed during transit and reassembly.

Some reasons that justify moving the building off the site include:

- The building is historic, but research shows that it has been relocated and therefore possesses no integrity of location.
- The building in question intrudes on public right-of-way.
- The building in question impacts the feasibility of the new project.

Design guideline:

1.77 A historic structure may be relocated off site if doing so will help assure its preservation and it meets the following criteria:

- a. The original building and site condition should be accurately recorded before removing the structure from its existing site.
- b. The historic building and its features are protected. A clear sequence of steps must be described for how the building's materials or elements will be protected, including any appendages or elements that will be removed, labeled and stored for re-assembly at the receiving site.
- c. The relocation site provides an appropriate context for the building. The new site should convey a character similar to that of the historic site, in terms of scale of neighboring buildings, materials, site relationships and age. The building should be located on the site in an orientation similar to the original setting.
- d. There is a commitment to complete the relocation and subsequent rehabilitation of the building.
- e. The town must have a strong assurance that the rehabilitation project will be followed through to completion and meets best historic preservation practices.
 - » Proof of secure project financing may be required.
 - » New replacement materials will be kept to a minimum in the rehabilitation process.
 - » The proposed design for the building and its site will be reviewed using the design guidelines for rehabilitation found in this document.
- f. Assure the historic building will have a viable use in the development of the site that will assure its continued maintenance after the approved rehabilitation work is completed.

SECTION VI.

Glossary of Terms of Appendix B to the Town of Jackson Land Development Regulations are hereby added to read as set forth on the following pages:

GLOSSARY OF TERMS

Alignment. The arrangement of objects along a straight line.

Alteration. Any act or process, except repair and light construction that changes one or more of the architectural features of a structure or site, including, but not limited to, the erection, construction, reconstruction, relocation of, or addition to a structure.

Appropriate. Suitable for a particular condition, occasion, or place, compatible, fitting.

Awning. An architectural projection, which provides weather protection, identity, or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached that may be of fabric or other materials. Awnings are typically sloped.

Bracket. A supporting member for a projecting element or shelf, sometimes in the shape of an inverted L and sometimes as a solid piece or a triangular truss.

Building. A resource created principally to shelter any form of human activity, such as a house.

Canopy. A projecting, rigid structure with a roof generally suspended with tie rods, or cantilevered with some sort of support system.

Certificate of Appropriateness. Certificate issued by the Community Development Director authorizing any proposed repair, restoration, alteration, construction, relocation, or demolition of a historic property pursuant to this ordinance.

Character-defining feature. Architectural elements and stylistic details that contribute to the distinctive nature of a building or structure.

Compatible. Consistent or harmonious with location, design, setting, materials, workmanship, feeling, or association or an individual building, structure, object or site, or of surrounding properties

Cornice. A decorative band at the top of the building.

Covered boardwalk. A projecting, rigid structure with a roof that is supported by columns.

Deconstruction. The process of dismantling a building such that the individual material components and architectural details remain intact. This may be employed when a building is relocated or when the materials are to be reused in other building projects. Deconstruction may be a more environmentally responsible alternative to conventional demolition; however, it is an inappropriate treatment for a building of historic significance.

Design. The combination of elements that create the form, plan, space, structure and style of a property

Deteriorate. To diminish or impair in quality, character, function or value; also to fall into decay or ruin.

Design guideline. A criterion with which the Design Review Commission and/or Community Development Director will require compliance when it is found applicable to the specific proposal. A guideline is subject to some interpretation when determining compliance.

Display window. The main portion of glass on a building front or within a storefront, where goods and services are displayed.

Door frame. The part of a door opening to which a door is hinged. A door frame consists of two vertical members called jambs and a horizontal top member called a lintel.

Double-hung window. A window with two sashes (the framework in which window panes are set), each movable by a means of cords and weights.

Façade. Front or principal face of a building; any side of a building that faces a street or other significant public open space.

Fascia. A flat board with a vertical face that forms the trim along the edge of a flat roof, or along the horizontal, or “eaves,” sides of a pitched roof. The rain gutter is often mounted on it.

Form. The overall shape of a structure (i.e., most structures are rectangular in form).

Frame. A window component. See window parts.

Head. The top horizontal member over a door or window opening.

Historic property. A district, site, building, structure or object significant in American history, architecture, engineering, archaeology or culture at the national, State or local level.

Designated Historic Resource. A property, structure, feature, object or district that is determined to be of historic significance and is designated to the Town’s Historic Register pursuant to this ordinance.

Integrity: *The ability of a property to convey its historic significance through its physical features.*

Intact historic property. These properties are those that are well preserved, or that have been restored to their historic character. Some retain original cornices, windows and storefronts. Others have had some of these features reconstructed to match or appear similar to original features. They have the highest degree of integrity. In some cases, minor alterations may still exist that slightly detract from the historic character and could be addressed in future rehabilitation work.

Kickplate. Found beneath the display windows on a storefront.

Lintel. A horizontal structural member that supports a load over an opening; usually made of wood, stone or steel; may be exposed or obscured by wall covering.

Maintenance. The work of keeping something in proper condition, upkeep. Activities required or undertaken to conserve as nearly, and as long as possible the original condition of an asset or resource while compensating for normal wear and tear. The needed replacement of materials is done in-kind.

Mass/Massing. The physical size and bulk of a structure. A building's massing is derived from the articulation of its façade through the use of dormers, towers, bays, porches, steps and other projections. These projections significantly contribute to the character of the building and, in town, the character of a street.

Masonry. Construction materials, typically bound together by mortar, such as stone, brick, concrete block or tile.

Material. As related to the determination of "integrity" of a property, material refers to the physical elements that were combined or deposited in a particular pattern or configuration to form a historic property.

Module. The appearance of a single façade plane, despite being part of a larger building. One large building can incorporate several building modules.

Molding. A decorative band or strip of material with a constant profile or section. It is generally used in cornices and as trim around window and door openings.

Muntin. A bar member supporting and separating panes of glass in a window or door.

Orientation. Generally, orientation refers to the manner in which a building relates to the street. The entrance to the building plays a large role in the orientation of a building; whereas, it should face the street.

Original. Belonging or pertaining to the origin or beginning of something, or to a thing at its beginning.

Parapet. A low protective wall or railing or wall-like barrier along the edge of a raised structure such as a roof, bridge, terrace or balcony. Where extending above a roof, it may simply be the portion of an exterior wall that continues above the line of the roof surface, or may be a continuation of a vertical feature beneath the roof such as a fire wall or party wall.

Pilasters. A rectangular column or shallow pier attached to a wall; quite frequently decoratively treated so as to repeat a classical column with a base, shaft and capital.

Preservation. The act or process of applying measures necessary to sustain the existing form, integrity and materials of a historic building, site, structure or object. Work may include preliminary measures to protect and stabilize the property, but generally focuses on the ongoing preservation, maintenance and repair of historic materials and character-defining features rather than extensive replacement and new work.

Source: *Secretary of the Interior National Park Service.*

Property. A building, structure, site or object.

Reconstruction. The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location. Source: *Secretary of the Interior National Park Service.*

Rehabilitated historic property. These are properties that have had improvement work in which some key features have been preserved, and also may have some alterations that are distinguishable as new, but are compatible with the historic character. In many of these cases, upper portions of the storefronts retain historic features, including cornices, decorative moldings and upper story windows. Many have new storefronts that do not replicate historic details but are generally compatible as “contemporary interpretations” of traditional storefronts. A few alterations may still exist that slightly detract from the historic character and could be addressed in future rehabilitation work.

Rehabilitation. The process of returning a property to a state that makes a contemporary use possible while still preserving those portions or features of the property which are significant to its historical, architectural and cultural values. Source: *Secretary of the Interior National Park Service.*

Rehabilitation may include a change in use of the building or additions. This term is the broadest of the appropriate treatments and is often used in the standards with the understanding that it may also involve other appropriate treatments.

Remodeling. The process of changing the historic design of a building. The appearance is altered by removing original details and by adding new features that are out of character with the original design. Remodeling of a historic structure is inappropriate.

Restoration. The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular time period. It may require the removal of features from outside the restoration period. Source: *Secretary of the Interior National Park Service*.

Rhythm. The spacing and repetition of building façade elements, such as windows, doors, belt courses and the like, give an elevation its rhythm. The space between freestanding buildings in towns, as well as the height of roofs, cornices, towers and other roof projections establishes the rhythm of a street.

Scale. (a.) The perceived size of a building relative to the size of its elements and to the size of elements in neighboring buildings. The overall shape and massing of buildings is significant to defining character. In order to retain the character of a community, maintaining a balance between landscaping and building scale in relation to space available is essential. A building built to the legal limits established for height, building scale and setbacks may result in a building which is not compatible with the character of its neighborhood. (b.) An indication of the relationship between the distances or measurements on a map or drawing and the corresponding actual distances or measurements.

Setting. The physical environment of a historic property

Should. "Should" indicates that compliance is expected, except in conditions in which the Design Review Committee and/or city staff finds that the standard is not applicable, or that an alternative means of meeting the intent of the standard is acceptable.

Side light. A usually long fixed sash located beside a door or window; often found in pairs.

Significant. Having architectural characteristics and historical associations that make the building, structure, feature or area worthy of preservation.

Sill. The lowest horizontal member in a frame or opening for a window or door. Also, the lowest horizontal member in a framed wall or partition.

Simulated divided light window. A large piece of insulated glass with interior and exterior grilles attached by tape.

Stile. A vertical piece in a panel or frame, as of a door or window.

Substantially altered historic property. These are properties that retain some original features but are missing a substantial amount of other features. They also have later alterations that detract from the historic character. More recent storefronts that are out of proportion from the original, or that have materials that are out of character are examples. Cornices may be missing and upper story windows may be altered as well. These later alterations detract from the historic character and could be addressed in future rehabilitation work. Reconstruction of missing features, or addition of new, compatible interpretations should be high priorities for these properties.

Transom window. A small window or series of panes above a door, storefront, or above a casement or double hung window.

True divided light window. A window made up of several pieces of glass puttied into frames.

Upper-story windows: Windows located above the street level, often with a vertical orientation.

Visual continuity. A sense of unity or belonging together that elements of the built environment exhibit because of similarities among them.

Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory

SECTION VII.

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

SECTION VIII.

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

SECTION IX.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

STAFF REPORT



Meeting Date:	November 4, 2024	Meeting Title:	Special Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Second Reading Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z to amend various sections of the LDRs to address the building size moratorium (PM24-004)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at second reading Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z to update the Town of Jackson's Land Development Regulations (LDRs) to address the size and scale of large buildings as part of an emergency moratorium.

Requested Action.

Request to approve at second reading Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z which would modify the Town of Jackson's LDRs regarding the size and scale of large buildings. Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z would modify the following sections of the LDRs:

- 2.2 – Complete Neighborhood Character Zones
- 5.8 – Design Guidelines
- 6.1.5 – Lodging Uses
- 7.8.4 – Workforce Housing Floor Area Bonus

Recommendation.

The Planning Director recommends Council approve at second reading proposed Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z as presented in this staff report.

Background.

At the October 21, 2024, Regular Council meeting, staff presented Council approved all of the ordinances at first reading. At that meeting, the Council changed the LDR text to allow an underground walkway (hallway) to connect individual buildings, delete the removal of the exemption from development review thresholds for 2:1 bonus floor area, and corrected the short title to Ordinance Y to clarify that Sketch Plan is the threshold for a CUP for large buildings. The October 21, 2024, staff report for first reading referencing PM24-004 is attached hereto.

Public Comment.

No public comment has been received by staff at the time of this report.

Staff Findings.

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

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. 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.

Fiscal Impact.

None identified at this time.

Staff Impact.

The amount of staff time to research and draft this proposed text amendment and Ordinance is approximately 70 hours.

Attachments or Links.

Ordinance P, Q, R, S, T, U, V, W, X, Y, and Z in redline
Staff Report PM24-004 dated October 21, 2024.

Suggested Motions.

I move to approve Ordinances P, Q, R, S, T, U, V, W, X, Y, and Z on second reading.

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	Third Reading Ordinance A to Introduce Exemptions to Affordable Workforce Housing Mitigation Requirement in the LDRs	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at Third Reading Ordinance A to update the Town of Jackson's Land Development Regulations (LDRs) regarding exemptions to affordable workforce housing mitigation requirements.

Requested Action.

Request to approve at Third Reading Ordinance A which would modify the Town of Jackson's LDRs regarding findings of approval. Ordinance A would modify the following sections of the LDRs:

- 6.3.2.A.1 – Affordable Workforce Housing Standards (Existence of Employee Generating Development)
- 6.3.2.C – Affordable Workforce Housing Standards (Exemptions)
- 6.3.3.A.4 – Amount of Affordable Workforce Housing Required (Change of Use)

Recommendation.

The Planning Director recommends Council approve at Third Reading proposed Ordinance A as presented in this staff report.

Background.

Council approved LDR Text Amendment P24-094 at the October 21, 2024, Regular Council meeting. Later that evening Council also approved corresponding Ordinance A at First Reading then Second Reading was approved on November 4, 2024.

Public Comment.

No public comment has been received by staff at the time of this report.

Staff Findings.

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

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. The proposed amendments directly support Comprehensive Plan Policies 3.3.b (Provide

predictability in land use decisions), 4.1.c (Promote compatible infill and redevelopment that fits Jackson's neighborhoods), 4.3.a (Preserve and enhance stable subareas), 5.1.a (House at least 65% of the workforce locally), and 5.2.c (Provide workforce housing solutions locally). Staff finds the proposed amendment improves the ability of the LDRs to support the above policies.

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

Complies. There are no inconsistencies of the LDRs regarding housing mitigation requirements that the proposed amendment needs to improve. Rather, the introduction of the two exemptions create consistency with other exemptions to required housing mitigation (e.g., daycare or early childhood education use) currently available that are intended to support certain desirable uses, businesses, and residents within the Town.

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

Complies. The proposed amendment increases such flexibility for property owners and tenants by simplifying change of use and small residential addition mitigation requirements and providing predictability in land use decisions in currently defined character zones in the Town of Jackson.

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

Complies. The amendment responds to increased cost of construction for residential uses property owners and local workforce by creating an exemption for small additions. It also responds to the reality that tenants, rather than property owners, typically bear the cost of commercial changes of use within the Town of Jackson and that increasing commercial rents and construction costs have further impacted businesses, especially small businesses.

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

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

Fiscal Impact.

Staff estimate the proposed amendment will have a fiscal impact of approximately \$23,000-\$60,000 per year. However, staff notes this amount will fluctuate as it is dependent on the amount and scope of building permits issued by the Town of Jackson in any given year.

Staff Impact.

The amount of staff time to research and draft this ordinance is approximately 5 hours.

Attachments or Links.

Ordinance A Redline

Ordinance A Blackline

Staff Report Second Reading 11.04.24

Suggested Motions.

I move to approve Ordinance A on Third Reading.

ORDINANCE A

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 6.3.2, APPLICABILITY, AND 6.3.3, AMOUNT OF AFFORDABLE WORKFORCE HOUSING REQUIRED, OF DIVISION 6.3, AFFORDABLE WORKFORCE HOUSING STANDARDS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 6.3.2, Applicability, and 6.3.3, Amount Of Affordable Workforce Housing Required, of Division 6.3, Affordable Workforce Housing Standards, of the Land Development Regulations of the Town Jackson, Wyoming, are hereby amended to read as follows:

6.3.2. Applicability.

A. **Employee Generating Development.** Employee generating development is a new building or use not currently in existence, as further defined below.

1. **Existence.** For the purpose of this standard existence shall mean a building or use existing on December 18, 1995, or the building or use legally established since that date with the highest affordable workforce housing requirement. *A use established after December 18, 1995, that is exempt under Section 6.3.2 from housing mitigation requirements shall not be considered to be in existence.* The burden of identifying the existing building or use shall be the responsibility of the landowner. The landowner shall provide the Planning Director photos, permits, licenses, records, or other documentation that establishes the existing building or use.

***EXAMPLE:** On December 18, 1995 the use of a property was a restaurant/bar. In 2000 the use of the property changed to retail. In 2010 the use of the property changed to office. The existing use for the purpose of this standard is restaurant/bar because restaurant/bar use has the highest affordable workforce housing requirement of the legal uses since December 18, 1995.*

***EXAMPLE:** An office space built as permitted in 2004 is considered existing for the purpose of this standard, regardless of the employee mitigation provided in 2004.*

***EXAMPLE:** On December 18, 1995, the use of a property was retail. Subsequently, the use of the property changed to restaurant/bar but was exempt at the time from an affordable workforce housing requirement for the change of use. The highest affordable workforce housing requirement provided remains as retail use because no mitigation fee was required for the change of use to restaurant/bar.*

...

B. ...

C. Exemptions. ...

...

7. ~~Reserved.~~ **Nonresidential Changes of Use.** Changes of use between all nonresidential uses that occur two (2) or more years after the existing building received initial Certificate of Occupancy.
8. **Small Residential Additions.** A one-time addition of up to 500 sf of habitable floor area to existing dwelling units that have 2,500 sf or less of habitable floor area. Further additions are required to comply with the requirements of this Division.

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~~13.~~ 14. . . .

~~14.~~ 15. . . .

(Ord. ____ § ___, 2024; Ord. 1275 § I, 2021; Ord. 1313 § I, 2022; Ord. 1348 § XIV, 2023)

6.3.3. Amount of Affordable Workforce Housing Required.

A. . . .

4. **Change of Use.** In the case of a change of use from a residential use to a nonresidential use, or between all nonresidential uses in buildings for which the initial Certificate of Occupancy was issued within the past 2 years, the amount of affordable workforce housing required shall be the difference between the requirement for the proposed use and the requirement for the existing use (6.3.2.A.1). Where a change in use includes additional square feet, the additional square feet shall be mitigated at the mitigation rate for the proposed use.

EXAMPLE: A proposal to use a 2,000-sf retail space as an office would be required to include 0.062 affordable workforce housing units ($0.000247 \times 2,000 - 0.000247 \times 2,000 = 0.062$).

EXAMPLE 1: A 2,000 sf amusement space was built in 2020. In 2021, only one year after the Certificate of Occupancy was issued, a proposal to use the 2,000 sf amusement space as a restaurant would be required to include 0.766 affordable workforce housing units ($0.000599 \times 2000 - 0.000216 \times 2000 = 0.766$)

EXAMPLE 2: A 2,000 sf amusement space was built in 2020. In 2023, three years after the Certificate of Occupancy was issued, a proposal to use the 2,000 sf amusement space as a restaurant and to add 1,000 sf of space is submitted. No mitigation is required for the change of use from amusement to restaurant because CO was issued over 2 years ago. For the 1,000 sf addition of space to use as a restaurant, 0.599 affordable workforce housing units ($0.000599 \times 1000 = 0.599$)

. . .

(Ord. ____ § ___, 2024; Ord. 1270 § 1, 2020; Ord. 1313 § 1, 2022; Ord. No. 1364, § 1, 2024)

SECTION III.

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

SECTION VI.

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

SECTION V.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page __ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE A

AN ORDINANCE PURSUANT TO 8.7.2 OF THE LAND DEVELOPMENT REGULATIONS, AMENDING SECTIONS 6.3.2, APPLICABILITY, AND 6.3.3, AMOUNT OF AFFORDABLE WORKFORCE HOUSING REQUIRED, OF DIVISION 6.3, AFFORDABLE WORKFORCE HOUSING STANDARDS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 6.3.2, Applicability, and 6.3.3, Amount Of Affordable Workforce Housing Required, of Division 6.3, Affordable Workforce Housing Standards, of the Land Development Regulations of the Town Jackson, Wyoming, are hereby amended to read as follows:

6.3.2. Applicability.

A. **Employee Generating Development.** Employee generating development is a new building or use not currently in existence, as further defined below.

1. **Existence.** For the purpose of this standard existence shall mean a building or use existing on December 18, 1995, or the building or use legally established since that date with the highest affordable workforce housing requirement. A use established after December 18, 1995, that is exempt under Section 6.3.2 from housing mitigation requirements shall not be considered to be in existence. The burden of identifying the existing building or use shall be the responsibility of the landowner. The landowner shall provide the Planning Director photos, permits, licenses, records, or other documentation that establishes the existing building or use.

***EXAMPLE:** On December 18, 1995 the use of a property was a restaurant/bar. In 2000 the use of the property changed to retail. In 2010 the use of the property changed to office. The existing use for the purpose of this standard is restaurant/bar because restaurant/bar use has the highest affordable workforce housing requirement of the legal uses since December 18, 1995.*

***EXAMPLE:** An office space built as permitted in 2004 is considered existing for the purpose of this standard, regardless of the employee mitigation provided in 2004.*

***EXAMPLE:** On December 18, 1995, the use of a property was retail. Subsequently, the use of the property changed to restaurant/bar but was exempt at the time from an affordable workforce housing requirement for the change of use. The highest affordable workforce housing requirement provided remains as retail use because no mitigation fee was required for the change of use to restaurant/bar.*

...

B. ...

C. Exemptions. ...

...

7. ~~Reserved.~~ **Nonresidential Changes of Use.** Changes of use between all nonresidential uses that occur two (2) or more years after the existing building received initial Certificate of Occupancy.
8. **Small Residential Additions.** A one-time addition of up to 500 sf of habitable floor area to existing dwelling units that have 2,500 sf or less of habitable floor area. Further additions are required to comply with the requirements of this Division.

~~8.~~ 9. . . .

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~~12.~~ 13. . . .

~~13.~~ 14. . . .

~~14.~~ 15. . . .

(Ord. ____ § ___, 2024; Ord. 1275 § I, 2021; Ord. 1313 § I, 2022; Ord. 1348 § XIV, 2023)

6.3.3. Amount of Affordable Workforce Housing Required.

A. . . .

4. **Change of Use.** In the case of a change of use from a residential use to a nonresidential use, or between all nonresidential uses in buildings for which the initial Certificate of Occupancy was issued within the past 2 years, the amount of affordable workforce housing required shall be the difference between the requirement for the proposed use and the requirement for the existing use (6.3.2.A.1). Where a change in use includes additional square feet, the additional square feet shall be mitigated at the mitigation rate for the proposed use.

***EXAMPLE 1:** A 2,000 sf amusement space was built in 2020. In 2021, only one year after the Certificate of Occupancy was issued, a proposal to use the 2,000 sf amusement space as a restaurant would be required to include 0.766 affordable workforce housing units ($0.000599 \times 2000 - 0.000216 \times 2000 = 0.766$)*

***EXAMPLE 2:** A 2,000 sf amusement space was built in 2020. In 2023, three years after the Certificate of Occupancy was issued, a proposal to use the 2,000 sf amusement space as a restaurant and to add 1,000 sf of space is submitted. No mitigation is required for the change of use from amusement to restaurant because CO was issued over 2 years ago. For the 1,000 sf addition of space to use as a restaurant, 0.599 affordable workforce housing units ($0.000599 \times 1000 = 0.599$)*

. . .

(Ord. ____ § ___, 2024; Ord. 1270 § 1, 2020; Ord. 1313 § 1, 2022; Ord. No. 1364, § 1, 2024)

SECTION III.

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

SECTION VI.

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

SECTION V.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 4, 2024	Meeting Title:	Town Council Portion of JIM Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	Second Reading Ordinance A to Introduce Exemptions to Affordable Workforce Housing Mitigation Requirement in the LDRs	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at Second Reading Ordinance A to update the Town of Jackson's Land Development Regulations (LDRs) regarding exemptions to affordable workforce housing mitigation requirements.

Requested Action.

Request to approve at Second Reading Ordinance A which would modify the Town of Jackson's LDRs regarding findings of approval. Ordinance A would modify the following sections of the LDRs:

- 6.3.2.A.1 – Affordable Workforce Housing Standards (Existence of Employee Generating Development)
- 6.3.2.C – Affordable Workforce Housing Standards (Exemptions)
- 6.3.3.A.4 – Amount of Affordable Workforce Housing Required (Change of Use)

Recommendation.

The Planning Director recommends Council approve at Second Reading proposed Ordinance A as presented in this staff report.

Background.

Council approved LDR Text Amendment P24-094 at the October 21, 2024, Regular Council meeting. Later that evening Council also approved corresponding Ordinance A at First Reading.

Public Comment.

No public comment has been received by staff at the time of this report.

Staff Findings.

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

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

Complies. The purposes of the LDRs per Division 1.3 are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. The proposed amendments directly support Comprehensive Plan Policies 3.3.b (Provide predictability in land use decisions), 4.1.c (Promote compatible infill and redevelopment that fits

Jackson's neighborhoods), 4.3.a (Preserve and enhance stable subareas), 5.1.a (House at least 65% of the workforce locally), and 5.2.c (Provide workforce housing solutions locally). Staff finds the proposed amendment improves the ability of the LDRs to support the above policies.

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

Complies. There are no inconsistencies of the LDRs regarding housing mitigation requirements that the proposed amendment needs to improve. Rather, the introduction of the two exemptions create consistency with other exemptions to required housing mitigation (e.g., daycare or early childhood education use) currently available that are intended to support certain desirable uses, businesses, and residents within the Town.

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

Complies. The proposed amendment increases such flexibility for property owners and tenants by simplifying change of use and small residential addition mitigation requirements and providing predictability in land use decisions in currently defined character zones in the Town of Jackson.

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

Complies. The amendment responds to increased cost of construction for residential uses property owners and local workforce by creating an exemption for small additions. It also responds to the reality that tenants, rather than property owners, typically bear the cost of commercial changes of use within the Town of Jackson and that increasing commercial rents and construction costs have further impacted businesses, especially small businesses.

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

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

Fiscal Impact.

Staff estimates the proposed amendment will have a fiscal impact of approximately \$23,000-\$60,000 per year. However, staff notes this amount will fluctuate as it is dependent on the amount and scope of building permits issued by the Town of Jackson in any given year.

Staff Impact.

The amount of staff time to research and draft this ordinance is approximately 5 hours.

Attachments or Links.

Ordinance A Redline

Ordinance A Blackline

Suggested Motions.

I move to approve Ordinance A on Second Reading.

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Update to Title 12, Streets and Other Public Places, for Pathway Speed Limits	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider third reading of an update to Title 12, Streets and Other Public Places, for pathway speed limits.

Requested Action.

Staff requests Council consider executing third reading of the ordinance.

Recommendations.

Staff recommends Council complete third reading of the ordinance.

Background.

Currently, Section 12.32.030 consists of two sections, A and B and staff brought it to the Legal Department's attention of an interpretation issue and the Legal Department drafted the attached Ordinance B to provide clarity. In sum, this item is a request to address a Code "clean up" that will support staff – specifically the Police and Municipal Judge's Office – to ensure they are confident in processing pathway citations.

Analysis & Key Policy Questions.

Key policy questions were addressed at the October 21, 2024 meeting.

Possible Alternatives.

Council could elect not to execute third reading of the ordinance.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.

The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances.

Staff Impact.

Staff impact of this item was minimal – 2 hours.

Attachments or Links.

Ordinance B

Suggested Motion.

I move to approve Ordinance B on third reading and designate it ordinance 1306.

ORDINANCE 1306

AN ORDINANCE AMENDING SECTION 12.32.030, REGARDING PATHWAY SPEED LIMITS, OF CHAPTER 12.32, PATHWAYS, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 12.32.030(C), Speed Limits, of Chapter 12.32, Pathways, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming, is hereby created as set out in this ordinance.

12.32.030- Speed limits.

A. No person shall operate a device on a pathway at a greater speed than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.

B. Except when a special hazard exists that requires lower speed for compliance with subsection A above, the speed limit on the pathway shall be established by the Town and indicated and posted on appropriate signs.

C. Except when a special hazard exists that requires lower speed for compliance with subsection A above, no person shall operate a device on a pathway at a greater speed than the posted limit.

(Ord. _____, § 1, 2024; Ord. 1349, § 1, 2023; Ord. 1192, § 1, 2018).

SECTION III.

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

SECTION VI.

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

SECTION V.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Municipal Code Title 8 Health and Safety, Pay As You Throw Ordinances	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider proposed amendments to Municipal Code Title 8 Health and Safety and associated amendments to waste hauler franchise agreements as they pertain to Pay as You Throw (PAYT).

Requested Action.

Staff requests Council review and consider the ordinances amendments attached to this staff report, including Ordinance C (amending Title 8 of the JMC), Ordinance D (entering a franchise with Teton Trash Removal), Ordinance E (amending franchise to Westbank Sanitation), Ordinance F (amending franchise to Yellow Iron), Ordinance H (amending franchise to Yellow Iron).

Recommendations.

Staff recommends Council approve the ordinances as drafted.

Background.

All background information for this item is in the staff report on this meeting agenda associated with the discussion and action item for Pay As You Throw.

Analysis.

All analysis for this item is in the staff report on this meeting agenda associated with the discussion and action item for Pay As You Throw.

Possible Alternatives.

1. Council could adopt the ordinances at first reading with changes as set forth by Council today.
2. Council could elect not to adopt Pay As You Throw ordinances.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

Net Zero by 2030 Resolution
Rights of Nature Resolution

Town Sustainability Plan

Goal: Reduce waste generation and increase diversion rates

Targets: Reduce landfilled waste 20% by 2030; divert 60% of our waste stream by 2030

Strategy: Implement Pay-As-You-Throw Pricing

Fiscal Impact.

The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.

The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances.

Staff Impact.

Drafting the ordinance took approximately 60 hours in the Legal Department staff time.

Attachments or Links.

- Ordinance C (amending Title 8 of the JMC)
- Ordinance D (entering a franchise with Teton Trash Removal)
- Ordinance E (amending franchise to Westbank Sanitation)
- Ordinance F (amending franchise to Yellow Iron)
- Ordinance H (amending franchise to Terra Firma)

Suggested Motion.

I move to approve Ordinances C, D, E, F, and H at first reading.

ORDINANCE C

AN ORDINANCE AMENDING SECTION 8.12.020, DEFINITIONS, AND SECTION AND 8.12.070, SOLID WASTE COLLECTION, OF CHAPTER 8.12, GARBAGE AND REFUSE DISPOSAL, OF TITLE 8, HEALTH AND SAFETY, REGARDING PAY AS YOU THROW PROGRAM, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 8.12.020, Definitions, of Chapter 8.12, Garbage and Refuse Disposal, of Title 8, Health and Safety, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

8.12.020 – Definitions.

...

M. *PAYT Program* means a “pay-as-you-throw” variable rate Solid Waste collection program in which owners, lessees, and occupants of any property are charged for Solid Waste collection based on the size of the Solid Waste receptacle and/or the frequency of Solid Waste collection.

N. *Solid Waste* means Garbage and Refuse.

(Ord. ____ § ____, 2024; Ord. 900 § 1, 2009; Ord. 121 § 2, 1969).

SECTION II.

Section 8.12.070, Regulations for collection by town, of Chapter 8.12, Garbage and Refuse Disposal, of Title 8, Health and Safety, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

8.12.070- Regulations for Solid Waste collection..

- A. Every owner, lessee, or occupant of any property may dispose of their own Solid Waste, provided that it is properly hauled and disposed of at the Teton County Integrated Solid Waste and Recycling Center or at any other disposal facility duly approved and operated in accordance with applicable law.
- B. If Solid Waste is not self-hauled to an approved disposal facility, every owner, lessee, and occupant of any property shall provide for receptacles containing Solid Waste to be collected, hauled, and disposed of by a hauler with a valid franchise agreement.
- C. Solid Waste receptacles shall be set out for collection at the places and at such times as set forth in this Title 8.
- D. Solid Waste receptacles must not be set out upon the street for collection prior to the day of collection; and must be set out on the day of collection before the hour of collection. All empty receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street the same day they are emptied.

- E. No person shall operate as a Solid Waste hauler within the corporate limits of the Town without a franchise agreement approved by the Town Council.
- F. Effective as of July 1, 2025, each franchisee shall offer its residential customers the opportunity to participate in a PAYT Program, which, at minimum must include the following:
 - 1. *Hauling Service*: Franchisees shall offer each customer hauling service for at least two sizes of Bear-resistant Solid Waste receptacles, the sizes of which must differ by a minimum of 25 gallons.
 - 2. *Volume-Based Rates*: Franchisees shall establish a base hauling rate for the smallest Bear-resistant container offered and, for each additional Bear-resistant container size offered, the rate must be no less than 30% greater. Franchisees shall not be required to provide volume-based service rates for customers who provide their own receptacles that are inconsistent with the PAYT Program receptacle sizes offered by the franchisee.
 - 3. *Service Intervals*: Franchisees shall offer customers no less than three alternative collection frequencies.
 - 4. *Overloading Containers*. When a customer overloads a container after being notified in writing by the franchisee no less than three times of such unlawful exceedances, a franchisee may provide said customer with a receptacle the next size up in capacity or increase said customer's collection frequency.
 - 5. *Education and Outreach*: On or before March 1, 2025, Franchisee shall provide all residential customers with an educational flyer with information and guidelines about the PAYT Program via electronic mail or hard copy delivered to the customer, and thereafter on an annual basis.

(Ord. ____ § ____, 2024; Ord. 121 § 7, 1969).

SECTION III.

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

SECTION IV.

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

SECTION V.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2024.

Riley Taylor, Town Clerk

ORDINANCE D

AN ORDINANCE GRANTING TETON TRASH REMOVAL INC. D/B/A TETON TRASH REMOVAL A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

WHEREAS, the Town Council, having determined that Teton Trash Removal Inc. D/B/A Teton Trash Removal ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority" or "Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Grantee the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this Franchise and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson

collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse, and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Franchise the following terms shall have the meaning given herein:

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials.
This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting therefrom only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of Jackson, Wyoming provided that

this Franchise is in full force and effect.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 7. Books and Records. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 8. Rights and Privileges. The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 10. Conduct of Work. Grantee, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 8 of this Franchise to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to

those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 12. Pay-As-You-Throw. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a "pay-as-you-throw" program ("PAYT Program") as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

Paragraph 13. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this paragraph. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 14. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Municipal Solid Waste and Compostable / Recyclable Materials collection fees or charges.

Paragraph 15. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 16. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

Paragraph 17. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town.

Paragraph 18. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Municipal Solid Waste and Compostable / Recyclable Materials as Grantee shall reasonably establish from time to time. The Town, as Grantor, reserves the right to regulate the fees in the event the Town shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to

all franchisees holding franchises for the collection and disposal of Municipal Solid Waste and Compostable / Recyclable Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

Paragraph 19. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 20. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 21. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise.

Paragraph 22. Pick-Up Locations. Municipal Solid Waste, Compostable / Recyclable Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town.

Paragraph 23. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Teton Trash Removal
P.O. Box 6764
Jackson, WY 83002

Paragraph 24. Miscellaneous Provisions.

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Paragraph, sentence, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Paragraph, sentence, term or provision hereof, all of which will remain in full force and effect

for the term of the Franchise, or any renewal or renewals thereof.

- C. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. Controlling Law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Franchise shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Paragraphs contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise.

TETON TRASH REMOVAL INC.

TOWN OF JACKSON

_____, _____

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE __ DAY OF __, 2024.
PASSED 2ND READING THE __ DAY OF __, 2024.
PASSED 3RD READING AND APPROVED THE __ DAY OF __, 2024.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the __day of ____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE E

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH WESTBANK ENVIRONMENTAL SERVICES, INC. FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

WHEREAS, the Town Council and Westbank Environmental Services Inc. ("Grantee") have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows ("Amendment"):

This Amendment is to that certain Franchise Agreement, approved by Ordinance No. 1372 and effective as June 3, 2024, by and between the Town of Jackson Wyoming, a Wyoming Municipal Corporation ("Town") and Grantee by which Town granted Grantee a non-exclusive franchise to collect and dispose of garbage, ashes, refuse, recyclable refuse, and compostable materials within the corporate limits of Town, as they now are or may hereafter be, in accordance with the terms and conditions set forth therein ("Franchise Agreement").

Section 10 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 10. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Section 11 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 11. Pay-As-You-Throw Program. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a "pay-as-you-throw" program ("PAYT Program") as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Amendment.

TOWN OF JACKSON, WY

WESTBANK ENVIRONMENTAL SERVICES, INC.

BY: _____
ITS: _____

BY: _____
ITS: _____

Section II.

If any section, subsection, sentence, clauses, 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 and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

Section III. Effective Date.

This Ordinance shall become effective from and after the date of its passage, approval, and publication.

PASSED ON 1ST READING THE _____ DAY OF _____, 2024.

PASSED ON 2ND READING THE _____ DAY OF _____, 2024.

PASSED 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)

COUNTY OF TETON) ss.

TOWN OF JACKSON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day _____ 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE F

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

WHEREAS, the Town Council and Yellow Iron Excavating, LLC dba Yellow Iron Waste Removal (“Grantee”) have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows (“Amendment”):

This Amendment is to that certain Franchise Agreement, approved by Ordinance No. 1321 and effective as October 3, 2022, by and between the Town of Jackson Wyoming, a Wyoming Municipal Corporation (“Town”) and Grantee by which Town granted Grantee a non-exclusive franchise to collect and dispose of garbage, ashes, refuse, recyclable refuse, and compostable materials within the corporate limits of Town, as they now are or may hereafter be, in accordance with the terms and conditions set forth therein (“Franchise Agreement”).

Section 10 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 10. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee’s customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Section 11 of the Franchise Agreement is hereby deleted and replaced in its entirety by the following language:

Section 11. Pay-As-You-Throw Program. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a “pay-as-you-throw” program (“PAYT Program”) as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Amendment.

TOWN OF JACKSON, WY

YELLOW IRON EXCAVATING, LLC DBA
YELLOW IRON WASTE REMOVAL

BY: _____
ITS: _____

BY: _____
ITS: _____

Section II.

If any section, subsection, sentence, clauses, 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 and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

Section III. Effective Date.

This Ordinance shall become effective from and after the date of its passage, approval, and publication.

PASSED ON 1ST READING THE _____ DAY OF _____, 2024.

PASSED ON 2ND READING THE _____ DAY OF _____, 2024.

PASSED 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)

COUNTY OF TETON) ss.

TOWN OF JACKSON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day _____ 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE H

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH TERRA FIRMA SERVICES, LLC FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE/RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

WHEREAS, the Town Council and Terra Firma Services, LLC (“Grantee”) have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows (“Amendment”):

This Amendment is to that certain franchise agreement, approved by Ordinance No. 1301 and effective as December 6, 2021, by and between the Town of Jackson Wyoming, a Wyoming Municipal Corporation (“Town”) and Grantee by which Town granted Grantee a non-exclusive franchise to collect and dispose of compostable/recyclable materials and municipal solid waste within the corporate limits of Town, as they now are or may hereafter be, in accordance with the terms and conditions set forth therein (“Franchise Agreement”).

The Franchise Agreement is hereby amended by adding the following new paragraphs:

Paragraph 22. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee’s customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 23. Pay-As-You-Throw Program. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a “pay-as-you-throw” program (“PAYT Program”) as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of July 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Amendment.

TOWN OF JACKSON, WY

TERRA FIRMA SERVICES, LLC

BY: _____
ITS: _____

BY: _____
ITS: _____

Section II.

If any section, subsection, sentence, clauses, 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 and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

Section III. Effective Date.

This Ordinance shall become effective from and after the date of its passage, approval, and publication.

PASSED ON 1ST READING THE _____ DAY OF _____, 2024.
PASSED ON 2ND READING THE _____ DAY OF _____, 2024.
PASSED 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)

COUNTY OF TETON) ss.

TOWN OF JACKSON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day _____ 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	First Reading of Changes to Title 16 Housing Ordinance	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council ("Council") will hold the First Reading of changes to the Housing Department Rules and Regulations. Second Reading will be held at the December 2, 2024, at the Joint Meeting during which the Board of County Commissioners ("Board") will approve the Amended 2018 Housing Department Rules and Regulations. Third Reading is scheduled for December 16, 2024. The Housing Department Rules and Regulations govern Housing Department programs.

Requested Action.

Council is asked to conduct the First Reading of changes to Title 16 of the Municipal Code concerning Housing Department Rules and Regulations that govern Housing Department programs.

Recommendations.

Staff recommend approval of the changes to Title 16 of the Municipal Code concerning Housing Department Rules and Regulations. These changes have been discussed at four Joint Meetings and include all changes requested by Council and Board.

Background.

In June of 2018, Council and Board adopted the Jackson/Teton County Housing Department Rules and Regulations. Staff bring proposed changes to the Council and Board bi-annually for approval.

On [August 5, 2024](#), Council and Board identified a list of topics to be analyzed by staff and discussed at the bi-annual Rules and Regulations Update.

On August 20, 2024, the Housing Authority Board considered changes to the Rules and Regulations and provided recommendations to Council and Board.

On [September 9 and continued to September 23, 2024](#); Council and Board considered the list of topics and directed staff to make changes to the Rules and Regulations. The redlined document, showing Ordinances H through P, is attached, which shows the details of each change.

The changes are as follows:

1. Allow self-employed individuals to use hours worked for local clients to meet the employment standards. These hours can be combined with other hours working for a local business.
2. Add an asset limit for Affordable rental units that is equal to the Affordable ownership asset limit.
3. Add 120-160% income range to the Affordable Housing Program.
4. Allow retirees to qualify for rental units if they have met the employment requirements for a minimum of ten years immediately prior to retiring.
5. Allow CWC Jackson students to qualify for housing if they meet the following criteria:
 - a. Students must be enrolled a minimum of $\frac{3}{4}$ time or 9 credit hours.
 - b. Hours enrolled along with hours for study will be included for meeting the employment criteria.
6. Allow ownership of vacant residential land with a maximum size of 1 acre.
7. Require parents to have physical custody rights of children to count them as part of their household.

8. Change the rule prohibiting ownership of residential real estate within 150 miles of Teton County to within 75 miles driving distance from the Town of Jackson.
9. The Housing Department will require a one-time application fee to begin the process of applying for the housing program.
10. Add penalties for the following:
 - a. Falsifying an application: 5-year ban from eligibility to apply.
 - b. Eviction from a rental: Permanent ban from eligibility to apply.
 - c. Forced sale of ownership unit: Permanent ban from eligibility to apply
11. Change the language concerning transferring a restricted ownership unit upon death of an owner to allow properties to be transferred through a Transfer on Death Deed, which eliminates the home from going through probate. Transfers to minor children will require they have a legal guardian who will reside in the home with them until they reach the age of 18 at which time, they will need to qualify to keep the home.
12. To change restrictions on Workforce units the following rules will apply:
 - a. Prior to the initial sale of a unit, the owner can decide if they want to restrict the unit as Ownership or Rental.
 - b. If the unit has already been sold and restricted as a rental unit, it can be changed to an ownership unit because rental units do not have an appreciation cap so conversion to ownership would be changing from less restrictive to more restrictive.
 - c. If the unit has already been sold and restricted as an Ownership unit, it will be subject to an appreciation cap, so it cannot be converted to a Rental restriction because it would lose the intentional long term affordability component. The unit cannot be changed from a more restrictive to a less restrictive.
 - d. An administrative fee will be incorporated into the Housing Department Fee Schedule to account for staff time processing these requests.
13. Add a rental rate policy for owners who have paid off their home.
14. Require owners of rental units to submit the name and contact information of a “responsible party” to the Housing Department who will be held responsible for compliance on the unit.
15. Add a policy for master leasing of restricted unit as follows:
 - a. Prior to execution, master leases must be approved by the Housing Department and include the responsible party for compliance and a termination for non-compliance clause.
 - b. Master Lessee must attend a Compliance Conference with the Housing department to ensure they understand the restriction on the unit and the compliance process.
16. Add language concerning entities allowed to purchase restricted rental units to ensure shell companies are not being created to elude the rules.
17. Make the rule concerning HOA dues in developments that have a mix of restricted and market units retroactive – *this item has been removed.*
18. Update the summary descriptions of Housing Department Programs.
19. Add the rules for Rental Units owned by a Private Entity that were formerly contained in the Special Restrictions, which now refer to the Rules and Regulations.
20. Clarify the Hearing Process for the Housing Authority Board
21. Clarify the Multiple Defaults rule.
22. Add a definition of “Rent”.
23. Add a definition of “Owner”.
24. Add a definition of “Fee Schedule”.
25. Add a definition of “Volunteer Hours”.
26. Add a definition of “Qualified Household”.
27. Add a definition of “Physical Custody Rights”.

On [October 7, 2024](#), Council directed staff to prepare Ordinances with the above changes for three Readings. The Board directed staff to release the Jackson/Teton County Housing Department Rules and Regulations with the above changes for a 45-day public comment period.

Analysis.

Extensive analysis for each potential change has been provided to Council and Board and is attached as part of the past staff reports.

Possible Alternatives.

If the Council does not approve the changes, the Housing Rules and Regulations will remain the same as currently adopted. This could result in two sets of Housing Rules and Regulations: one for Town and one for County.

Comprehensive Plan & Priority Alignment.

Common value 3, Section 5 is to ensure a variety of workforce housing opportunities so that at least 65% of those employed locally also live locally. The Housing Department Rules and Regulations govern the workforce housing to ensure that the units are being used as the community intends.

Housing Action Plan – The Housing Rules and Regulations annual update aligns with Chapter 3 of the Housing Action Plan *Housing Management Plan*, which requires the Housing Manager to revise existing Rules into a unified set of rules that address: standards and processes for enforcement and monitoring of restrictions; maintenance and improvement of restricted housing units; minimum requirements for new restricted units; and minimum standards of livability for existing units to be adopted by the Town Council and the Board of County Commissioners.

Fiscal Impact.

N/A

Staff Impact.

Tracking, reviewing, and keeping notes on needed or potential changes to the Housing Rules and Regulations has taken approximately 30 hours of both Town and County Legal staff time and 200 hours of Housing staff time.

Attachments or Links.

- [August 5, 2024 staff report](#)
- [September 9 and 23rd, 2024 staff report](#)
- [October 7, 2024 staff report](#)
- Ordinances I, J, K, L, M, N, O, P, and Q

Suggested Motion.

I move to approve Ordinances I, J, K, L, M, N, O, P, and Q on first reading.

ORDINANCE I

AN ORDINANCE AMENDING SECTION 16.10.000, INTRODUCTION, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.000 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.000 - Introduction

A. . . .

B. *Summary of Housing Programs.*

1. . . .

2. *Affordable.* ~~These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs).~~ The Affordable housing program has income and asset requirements based on four income ranges: 0-50% Median Family Income (MFI), 50-80% MFI, 80-120% MFI, and 120-160% MFI. The program is divided into "Affordable Ownership" and "Affordable Rental," and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit, and the Household must meet the Employment Requirement. No ownership of other residential real estate is allowed within ~~1.750~~ miles driving distance of ~~the Town of Jackson~~ Teton County is allowed. ~~The o~~ Owners must physically occupy the units a minimum of ten months each year. Tenants must physically occupy the units a minimum of 80 percent of their lease term (minimum lease term is six months). Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and nonownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index not to exceed 3% annually. ~~Units with three or four bedrooms may be restricted as dormitories if they are allowed by the LDRs in the proposed location, meet the definition of dormitory in these Rules and Regulations, and comply with the Livability Standards.~~

3. *Attainable.* These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate is allowed within ~~1.750~~ miles driving distance of ~~the Town of Jackson~~ Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of nine months each year. No requalification or future documentation will be required after purchase of the unit.

4. *Employee.* These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not

restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County's policy direction in 2017, which aligns with the Comprehensive Plan's goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums and sold to private entities but must be used as rental units as required by their Restriction in perpetuity. Employee units developed after June 4, 2018, will be part of the "Affordable Rental" program. To qualify to rent these units, household income must be within the relative income range for the unit. Households must meet the full-time employment requirement outlined in the Housing Unit's Special Restriction. No ownership of other residential real estate is allowed within ~~1750~~ miles driving distance of the Town of Jackson of Teton County is allowed. Owners will be required to report annually and provide tenant information to the Housing Department pursuant to the Housing Department's request for information. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.

5. Employment-Based. This is a program that the Town of Jackson initiated to create restricted ownership units for sale to Households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town's LDRs. Employment-Based units developed after June 4, 2018, will be part of the "Workforce Ownership" program. To qualify to purchase these units, at least one person in the Household must be employed at a Local Business for a minimum of 1,560 hours per year. They may not own residential real estate within 75 miles driving distance of the Town of Jackson. A minimum of 75% of the Household's income must be earned from a Local Business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.
6. Workforce Housing Programs. The Workforce Housing program requires households earn at least 75% of their household income from a Local Business and meet Employment Requirements, but there is no maximum income or asset limit. Households may not own other residential real estate within 75 miles driving distance of the Town of Jackson, Wyoming. The Workforce program is divided into "Workforce Rental" units and "Workforce Ownership" units. There is no cap on the initial sales price. Once an ownership unit is sold, the maximum resale price is restricted to CPI not to exceed 3% annually. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Units must be occupied a minimum of 10 months per year. Owners and tenants are required to re-qualify annually. This program is divided into "Workforce Rental" units and "Workforce Ownership" units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. Households may not own other residential real estate within 150 miles of Teton County, and the Household must meet the Employment Requirement. There is no cap on the original purchase price. Once a unit is sold or rented, the maximum resale price or rental rate is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Owners and tenants will be required to re-qualify annually.

C. *Special restrictions.*

Deed Restrictions, July 2021

	Affordable Ownership	Affordable Rental	ARU	Workforce Ownership	Workforce Rental
Applicability	All nonexempt residential or commercial development	All nonexempt residential or commercial development	Nonresidential ARUs	Workforce Housing FAR Bonus, Section 7.8.4; nonexempt	Workforce Housing FAR Bonus, Section 7.8.4; nonexempt

				residential or commercial	residential or commercial
Rent/Own	Own	Rent (no owner occupancy)	Rent	Own or Rent a room	Rent (no owner occupancy)
Income/Asset Restrictions	Based on income ranges and Asset limits associated with each	Based on income ranges and Asset limits associated with each	75% Household Income earned locally	75% Household Income earned locally	75% Household Income earned locally
Owner of Real Estate	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles
Income Ranges	0—50%, 50—80%, 80—120% 120% - 160% of Median Family Income	0—50%, 50—80%, 80—120% 120% - 160% of Median Family Income	None	None	None
Income Limit for Tenant Qualification	N/A	<50%, <80%, <120% MFI	75% of Household Income earned locally	75% of Household Income earned locally	75% of Household Income earned locally
Teton County, WY Employment	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year
Residency Requirement	U.S. Citizen, Lawful Permanent Resident or DACA Recipient	None	None	U.S. Citizen, Lawful Permanent Resident or DACA Recipient	None
Occupancy Requirement	10 months/yr	Minimum 80% of lease term	Minimum 80% of lease term	10 months/yr, Minimum 80% of lease term if rental	Minimum 80% of lease term
Vacancy Requirement	N/A	No more than 60 days	No more than 60 days	No more than 60 days	No more than 60 days
Household Qualification	At time of purchase and must continue to be employed full-time until household reaches retirement age	Continuous	Continuous	Continuous until household reaches retirement age	Continuous
Appreciation Restrictions	CPI with max. 3% per year compounded	No measured appreciation	No measured appreciation	CPI with max. 3% per year compounded	No measured appreciation
Sales Process	Weighted Drawing	By Owner	By Owner	Weighted Drawing after initial sale	By Owner
Rental Rate	N/A	Max. 30% of low end of income range	None	None	None
Rental Term	N/A	Not less than 6 months	Not less than 6 months	Approval by Housing Department	Not less than 6 months
Incentive	N/A	N/A	FAR exempt	2:1 Workforce Housing FAR Bonus, Section 7.8.4	2:1 Workforce Housing FAR Bonus, Section 7.8.4
Requirement	According to LDR 6.3 - must record a restriction on the unit	According to LDR 6.3 - must record a restriction on the unit	According to LDR 6.1.11.B.3.b - must record a restriction. Nonresidential only	According to LDR 6.3. Must record a restriction on all required and bonus Workforce units	According to LDR 6.3. Must record a restriction on all required and bonus Workforce units

(Ord. _____ § ____, 2024; Ord. 1325 § I, 2022; Ord. 1289 § 1, 2021; Ord. 1259 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE J

AN ORDINANCE AMENDING SECTION 16.10.200, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.200 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.200 Housing development standards and procedures.

A. . . .

B. . . .

1. . . .

2. . . .

a. . . .

b. . . .

c. . . .

d. . . .

e. . . .

i. . . .

ii. . . .

a) . . .

b) . . .

c) . . .

d) . . .

e) . . .

f) . . .

g) Modification/amendment [to Housing Department Template](#). The Developer shall not make modifications to the special restrictions with the Exception that when an alternate Housing Program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Commissioners. The Developer or owner may be responsible for any legal costs to amend a Restrictive Covenant.

h) Amendment and Restatement to Existing Restrictions. The restrictions on a restricted housing unit may be amended and restated as long as the amendment and restatement is more restrictive. The amendment and restatement may not be less restrictive.

i. Workforce Units: At time of the initial sale of a unit, the owner is allowed to decide if they want to restrict the unit as Ownership or Rental (unless another type of development agreement is already in place). For subsequent sales, the restriction can be amended and restated to designate the unit as an ownership unit. It may not be amended and restated to designate the unit as a rental unit.

j) Responsible Party. Owners of restricted housing units are required to provide a Notice of Responsible Party to the Housing Department upon signing Special Restrictions. The Notice of Responsible Party shall include the Owner's contact information and the contact information for the party responsible for management of the unit. The Notice of Responsible Party must be updated immediately upon any changes to the responsible party, ownership or management of the unit.

...

(Ord. § , 2024; Ord. 1328, § 1, 2022; Ord. 1327 § 1, 2022; Ord. 1326 § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE K

AN ORDINANCE AMENDING SECTION 16.10.300, QUALIFICATION AND ELIGIBILITY, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.300 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.300 Qualification and eligibility.

- A. *General descriptions.* Each Housing Program described in these Housing Department Rules and Regulations is evaluated on two levels to determine the requirements of occupants and/or owners to purchase and/or occupy the housing unit in question; the two levels of evaluation are herein referred to as qualification and eligibility. [Where rules for purchasing can be applied to tenants, the Housing Department will apply the same rules to both purchasing and renting.](#)

...

B. . . .

1. . . .

a. . . .

i. *Self-employed.* If self-employed [for a business with fewer than two employees](#), the business must meet the definition of a Local Business. Second, the number of work hours must be documented to substantiate meeting the Employment Requirement. [Notwithstanding the foregoing, if the business does not have a minimum of 75% of clients who are physically located in Teton County, the business can provide documentation of hours worked only for the clients who are physically located in Teton County. Verified local hours working self-employed may be combined with other verified local employment to meet the eligibility requirement of 1,560 hours per year.](#) Since self-employment is often unique, different methods of verification may be used; however, a log of hours is required. Other methods may include verification from vendors, employees, or other applicable methods. [All verification documents must be to the satisfaction of the Housing Department.](#)

b. *Employment exemptions.*

i. . . .

ii. [Retirement.](#) Individuals who have reached the Age of Retirement and can verify to the satisfaction of the Housing Department that they have met the Employment Requirement for ten consecutive years immediately prior to retirement are eligible to apply for Affordable Rental Housing. All other qualification criteria apply.

iii. [CWC-Jackson Student.](#) Students attending CWC-Jackson studying as a $\frac{3}{4}$ time student (a minimum of 9 credit hours per semester) may use actual class hours plus Study Hours as defined by these Housing Rules and Regulations combined with hours of Employment with a Qualified Local Business for Housing Department Program eligibility. Combined hours must equal 1,560 hours.

~~iv.~~ . . .

~~viii.~~ . . .

~~iv.~~ . . .

2. . . .

3. . . .

4. . . .

5. . . .

C. . . .

1. . . .

a. . . .

i. *Affordable and affordable rental.*

Legacy units developed prior to 2018 adoption of housing mitigation standards:

0—80%

Category 1

80—100%	Category 2
100—120%	Category 3
120—140%	Category 4
140—175%	Category 5
175—200%	Category 6

Rental units developed after 2018 adoption of housing mitigation standards:

0—50%

50—80%

80—120%

[120% - 160%](#)

[Workforce Housing – No income range/limits](#)

[≥120%](#)

Ownership units developed after 2018 adoption of housing mitigation standards:

50—80%

80—120%

[120% - 160%](#)

[Workforce Housing – No income range/limits](#)

[≥120%](#)

ii. . . .

iii. . . .

iv. . . .

v. . . .

vi. . . .

b. . . .

i. . . .

ii. . . .

a) . . .

b) . . .

c) . . .

[d\) *Housing Department Discretion:*](#)

[1\) The Housing Department will use its discretion when calculating business income as unique situations arise from time to time. In unique situations, the Housing Department may need to deviate from the above methods. Deviations from the above method include but are not limited to the following:](#)

[I. If a business is in operation while its owner is also working full-time as a W-2 employee for another organization but has since](#)

terminated the W-2 employment, that year(s) will not be included in the average.

II. Independent contractors who are contracted for one organization may be required to submit an Affidavit of Employment.

iii. *Household members.* All individuals who are intending to occupy the unit must be included on the application. All adults who will be occupying the unit must include income and assets on the application except children of intended members of the Household that are under the age of 25 and Attending College. For Affordable units, adults not listed on the application may not reside in the unit within the first year and may not reside in the restricted unit thereafter without prior approval from the Housing Department. For Workforce units, additional adults may reside in the unit at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupants signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on an ownership unit or signing a lease for a rental unit~~the unit~~. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.

iv. . . .

v. . . .

vi. . . .

2. . . .

a. *Calculation of net Assets.* Affordable Rental and Ownership Units have limitations on the value of assets owned. Household Net Assets include the value of all Assets over \$500.00 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the Household has. Net Assets do not include retirement accounts, unless money will be withdrawn to be used as a down payment or closing costs. Business Assets are limited to liquid Assets.

Total Household Net Assets shall not exceed two times the four-person Household Income requirement for the income category of the housing unit. All Household members' shares of liquid business Assets shall be included in determination of total Household Net Assets. Net Assets of all Household members shall be combined in determination of total Household Net Assets. See the "Household Income and Asset Chart" for net Asset thresholds, which is updated annually and published on the Housing Department website. A copy may be obtained from the Housing Department.

Rental units do not have Asset limits.

b. . . .

c. *Required sale of residential property.* Once under contract for a Restricted Housing Unit, the qualifying Household must list residential property (developed or undeveloped), located within ~~1750~~ miles driving distance from the Town of Jackson, for sale at a price commensurate with the Price Opinion. If the property has not sold or is not under

contract after one year from the listing date, within 30 days of the year expiring, another Price Opinion will be obtained. If the Price Opinion is lower than the listed price, the owner will have 30 days from the date of the price opinion to lower the asking price to that of the Price Opinion. If after 24 months from the date first listed, the property still has not sold or gone under contract, the Housing Manager of the Housing Department will issue an analysis of the property with a determination of the salability of the Restricted Housing Unit along with the next steps required. A copy of the analysis will be provided to the owner, and the owner will have the opportunity to Appeal the determination of the Housing Authority Board. The owner may be required to sell their Restricted Housing Unit if the residential property has not sold.

- d. . . .
3. *Readiness to purchase [or rent](#)*. Individuals purchasing [or renting](#) a Restricted Housing Unit must demonstrate readiness to purchase [or rent](#) by showing the following:
- a. . . .
 - b. . . .
 - c. . . .
 - d. . . .
 - i. *Affordable Units*. Cosigners and Guarantors are prohibited when a Household is purchasing [or renting](#) Affordable Units.
 - ii. *Workforce Units*. Cosigners and Guarantors are allowed when a Household is purchasing [or renting](#) Workforce Housing units with the approval of the Housing Department, which approval will only be granted when, a cosigner or guarantor is needed solely due to the buyer's lack of ability to afford the unit on their own. Cosigners and Guarantors are prohibited from being on title to the Housing Unit.
4. *Homebuyer Education*. [For purchase only](#), ~~C~~completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit or purchase a restricted housing unit. The required course is available through the Wyoming Housing Network or another Housing Department approved organization. The financial counseling offered after the completion of the homebuyer education course is encouraged but not required.
5. *Online [interest application](#)~~intake form~~*. The online [interest application](#) ~~intake form~~ must be completed prior to entering a Weighted Drawing for a home. Completion of this [application](#)~~form~~ will put a Household on the Housing Department's email list, and the Household will begin receiving emails with information about homes ~~when they are available~~ [for which they qualify](#). All advertising of homes available will be done through email to those who have completed the [interest application](#) ~~online intake form~~ and on the Housing Department website. The [interest application](#) ~~online intake form~~ can be found on the Housing Department's website: jhaffordablehousing.org. This ~~form~~ [application](#) must be completed in its entirety and updated at least annually. It cannot be completed or updated during a Weighted Drawing Process that the Household wishes to enter. The [interest application](#) ~~online intake form~~ does not automatically enter a Household into a Weighted Drawing. The Weighted Drawing is a separate process. See Section 16.10.004.C.5.

(Ord. _____ § _____, 2024; Ord. 1329 § I, 2022; Ord. 1291 § 1, 2021; Ord. 1260 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE L

AN ORDINANCE AMENDING SECTION 16.10.400, WEIGHTED DRAWING, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.400 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.400 Weighted Drawing.

The affordable and workforce housing requirements may utilize the Weighted Drawing Process to select a Qualified Household using the procedures listed below. The Weighted Drawing will be advertised on the Housing Department website, jhaffordablehousing.org, and via email to all Households that have completed the [interest application online intake form](#). [A one-time application fee per household may be charged to apply for Housing Department programs. Changes to members of a household constitutes a new household and may require an additional fee. See Section 3-3e: Online intake form.](#)

- A. *Minimum Occupancy Requirement.* In order to ensure that the units meet the intended goals of housing the Teton County workforce and are consistent with mitigation requirements, the following Occupancy Requirements for units in the affordable program are:

Studio: One or two people.
One-bedroom: One or more people.

- Two-bedroom: Two more people.
- Three-bedroom: One or two adults with two or more Dependents.
For rental units; three or more people.
- Four-bedroom: One or two adults with three or more Dependents.
For rental units; four or more people.

For purposes of counting Household size, children or adult Dependents must live with the Household and be claimed as a Dependent on Federal Income tax returns. [Parents must have Physical Custody Rights of children to count the children as part of their household.](#) Any deviation from the minimum Occupancy Requirements must be approved prior to the drawing through the Exception process. ~~There are no minimum occupancy Requirements for units in the Workforce Housing Program. However, if a Household enters a drawing for a workforce housing unit and meets the Occupancy Requirements as listed above for the affordable program, the Household will receive an extra point (entry) in the drawing.~~

- B. *Weighted Drawing points.* Eligible Households receive points that will determine the number of entries the Household will receive in the Weighted Drawing. One point equals one entry in the Weighted Drawing. One point is assigned for each full year of consecutive full-time employment at a Local Business immediately prior to entering a Weighted Drawing, with a maximum of ten points. One point is assigned for each Qualified Critical Services Provider with a maximum of two points. [One \(1\) point is given to a Household who enters a drawing for a unit in the Workforce Program and meets the minimum occupancy requirements in accordance with the requirements for units in the Affordable Program. The total maximum points a Household can receive is thirteen \(13\). Households are not eligible to enter a Weighted Drawing until they have one \(1\) full year of full-time employment in Teton County for a Local Business or one \(1\) point.](#)~~In a Weighted Drawing for a workforce unit, a Household that meets the minimum Occupancy Requirements for the affordable program will receive one point. The total maximum points a Household can receive is 12. Households are not eligible to enter a Weighted Drawing until they have one full year of full-time employment in Teton County for a Local Business or one point.~~

...

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...

- C. ...

1. ...
2. *Required documents.*

- a. *Weighted Drawing entry ~~request form~~*. A Weighted Drawing entry request Request in accordance with Housing Department policies and procedures form must be submitted for each housing unit's Weighted Drawing. ~~It must be completed in its entirety. Fields that do not apply shall be completed with N/A or a strike.~~
- b. *Current work verification*. Documentation showing total income earned and hours worked at the current place of employment. An affidavit of current employment must be submitted for each adult member of the Household (except adult children under the age of 25 who are attending college). The affidavit of current employment must be completed by the employer and submitted by the employer directly to the Housing Department or employer's agent and include the employer's notarized signature. If the employer does not have access to a notary, they may deliver it directly to the Housing Department via email, USPS, fax, or by hand.
- c. *Previous work verification*. Affidavits of previous employment are required to verify a minimum of one-year of full-time working hours for a Local Business in Teton County, WY. Only one member of the Household must verify one-year of full-time work employment. Affidavits of previous employment are to be completed by the former employer or employer's agent and submitted by the employer or agent directly to the Housing Department include a notarized signature. If the employer does not have access to a notary, they may deliver it directly to the Housing Department via email, USPS, fax, or by hand.

Affidavits of previous employment are also used by the Housing Department to verify years of work history for points in the Weighted Drawing.

Other types of verification of previous employment may also be accepted such as a final pay stub for the year showing business name and total hours worked for the year along with a W-2.

...

(Ord. § , 2024; Ord. 1330 § I, 2022; Ord. 1292 § 1, 2021; Ord. 1261 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE M

AN ORDINANCE AMENDING SECTION 16.10.500, SALE AND RESALE STANDARDS, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.500 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.500 Sale and Resale Standards.

- A. . . .
 - B. . . .
 - C. . . .
 - D. . . .
 - E. . . .
 - 1. . . .
 - 2. . . .
 - 3. . . .
 - a. Fixtures erected, installed or attached as permanent, functional, nondecorative improvements to real property, excluding repair, replacement and/or maintenance improvements. [May also include blinds or shutters if approved by the Housing Department;](#)
- . . .

4. ...

F. ...

1. ...

a. ...

b. *Death.*

i. *Nonqualified Transfer on Death.* In the event of the death of an owner, the owner's interest may be transferred to the owner's child, children or other beneficiary who may not be Qualified. If they do qualify, they will be allowed to keep the home in accordance with the Special Restrictions and these Housing Rules and Regulations. If the beneficiary does not qualify, the beneficiary will be required to sell the home in accordance with the Special Restriction and the Housing Rules and Regulations. Proceeds of the sale, after payment of all parties owed in accordance with the Special Restriction and Housing Rules and Regulations, will be retained by the beneficiary.~~the Housing Department may consent to the transfer of the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.~~

ii. *Qualified Transfer on Death.* In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualification and Eligibility criteria in accordance with these "Housing Rules and Regulations" within 90 days of the transfer of title.

iii. *Transfer on death to minor(s).* If the restricted unit is transferred to a beneficiary(s) who is a minor child(ren), the beneficiary(s) can keep the home if they have a legal guardian who will live in the home with the child(ren) until the youngest child becomes an adult. The legal guardian will be required to sign an Occupancy Agreement. The Special Restriction and the Housing Rules and Regulations will remain in effect. If the minor child(ren) beneficiary(s) do not have a legal guardian who will live in the home, the home will be sold in accordance with Nonqualified Transferee as defined in these Housing Rules and Regulations.

...

(Ord. § , 2024; Ord. 1331 § I, 2022; Ord. 1295 § 1, 2021; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord. 1242 § 1, 2019; and Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE N

AN ORDINANCE AMENDING SECTION 16.10.600, RENTAL STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.600 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.600 Rental standards and procedures.

- A. . . .
- B. . . .
- C. . . .

1. Owner-occupied properties~~Primary Residence. Owners of restricted housing units shall maintain the unit as their primary residence.~~
 - a. Primary residence requirement. Owners of Restricted Housing Units shall maintain the restricted housing unit as their primary residence.
 - b. . . .
 - ~~b.~~ . . .
 - ~~c.~~ . . .
 - ~~d.~~ . . .
 - ~~e.~~ . . .
 - ~~f.~~ . . .
2. . . .
 - a. . . .
 - b. . . .
 - c. . . .

- i. *Rent Limitations.* Rent charged while the owner is on leave will be limited to total housing costs, which include only (the mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues). The actual cost of utilities can be added to the rent or billed to the tenant if utilities are in the owner's name. Housing costs shall be verified by the Housing Department prior to approval of the lease. If there is no mortgage on the property, the Maximum Affordable Rent Calculation shall be used for Affordable units. The Housing Department shall approve rental rates for Workforce units.

...

- d. ...

D. *Restricted Rentals Owned by Private Entity.*

1. *Purchase of Restricted Rental Units.* Restricted Rental Units may be purchased and owned by entities or individuals in accordance with the Special Restrictions and these Housing Rules and Regulations. Restricted Rental Units shall not be owner occupied or occupied by persons that have an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental units shall not be occupied by persons that have family members that have an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental Units shall not be occupied by persons that have an ownership interest in any entity that has an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental Units shall not be occupied by persons that have family members that have an ownership interest in any entity that has an ownership interest in an entity holding title to a Restricted Unit. The Housing Department may require any individual or entity to provide appropriate documentation at any time to ensure compliance with these Rules and Regulations.
2. *Tenant qualifications.* All tenants of restricted housing units must meet the qualification criteria in accordance with the Special Restrictions and these Housing rules and Regulations. Tenants must be qualified prior to signing or renewing a lease agreement. The Housing Department reserves the right to request verification that the tenants are qualified at any time.
 - a. *Approval of leases.* Prior to signing a lease with a tenant, owner shall submit the lease form to the Housing Department for approval. The lease agreement must include the occupancy and use requirements and tenant qualification and reporting requirements in accordance with the Special Restriction and the Rules and Regulations.
 - b. *Tenant qualification process.* Tenants are required to qualify prior to signing or renewing a lease. Owner shall submit or cause tenant to submit of all qualification documentation required by the Housing Department verification of tenant household eligibility. The Housing Department will request qualification documentation at its discretion and in accordance with its policies and procedures.
 - c. *No owner occupancy.* Owners or members of owners' immediate family shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

- d. Household composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- e. Written lease requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which shall be approved by the Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefor.
- f. Rental term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- g. Vacancies. The Residential Unit may be vacant between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- h. Preference. Owner may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner shall rent to any Qualified Household.

3. Affordable units. . . .

4. Workforce units.

- a. Standards of affordability. Workforce units are intended to serve households who earn more than 160% of Median Family Income. There is no maximum rent rate requirement on Workforce Rental Units. Notwithstanding the foregoing, households who earn less than 160% of Median Family Income are eligible to occupy Workforce Rental Units.
- b. Rental rate. Workforce rental rates must be structured to meet the definition of Rent as defined in these Housing Rules and Regulations.

5. Qualification and reporting to housing department. Owners of restricted units are required to provide documentation upon request to the Housing Department for the purposes of determining that the occupants/tenants of a restricted unit meet the requirements to occupy the unit and the owner's compliance with the Special Restriction recorded on the unit.

- a. Responsible party. Owners of restricted housing units are required to provide a Notice of Responsible Party to the Housing Department upon signing Special Restrictions. The Notice of Responsible Party shall include the Owner's contact information and the contact information for the party responsible for management of the unit. The Notice of Responsible Party must be updated immediately upon any changes to the responsible party, ownership or management of the unit.

b. Master leasing of rental units. Owners of restricted rental units may master lease the units to other entities with approval of the Housing Department. Owners are ultimately responsible for ensuring that the restricted units are in compliance with the Special Restrictions and Rules and Regulations. If the unit is not in compliance, the Housing Department reserves the right to require the termination of the Master Lease to be terminated and the eviction of the tenants to vacate from the unit. The Housing Department will approve master leasing as follows:

I. Approval of Master Lease. Owners shall submit the Master Lease Form to the Housing Department for approval prior to execution of the Master Lease.

II. Lessee Contact Information. Prior to execution of Master Lease, owner shall provide contact information for Lessee to the Housing Department. Contact information shall include Lessee entity name, entity's responsible party, mailing address, phone number, and email address.

III. Lessee Compliance Conference. Prior to execution of a Master Lease, Lessee must attend a Compliance Conference with the Housing Department.

1. Approval of Sublease. Prior to execution of a sublease with a sublessee, the Housing Department shall approve the Sublease form.

2. Approval of Sublessee. Prior to execution of sublease with a sublessee, the Lessee or potential sublessee shall provide documentation as required by the Housing Department for the purposes of qualifying the potential sublessee.

6. Default or breach of Special Restriction. Subject to the notice and cure provisions, of these Housing Rules and Regulations, each of the following shall be considered a default ("Default"):

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

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

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

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

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

7. Default remedies. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding

section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- a. *Specific performance.* The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- b. *Equitable relief.* In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.
- c. *Revocation.* The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.
- d. *Enforcement.* The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.
- f. *Fines.* The Housing Department may seek to impose fines on the owner in accordance with Town of Jackson Ordinances. Penalties are defined in J.M.C. 1.12.010.

(Ord. § , 2024; Ord. 1331 § I, 2022; Ord. 1296 § 1, 2021; Ord. 1294 § 1, 2021; Ord. 1263 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.
PASSED 2ND READING THE ____ DAY OF _____, 2024.
PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE O

AN ORDINANCE AMENDING SECTION 16.10.700, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.700 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

A. . . .

1. . . .

a. . . .

b. . . .

c. . . .

d. . . .

e. . . .

f. *Exemption for retirees.* During ownership, owners that reach Retirement Age as defined by the Federal Social Security Administration (FSSA) and further defined in these Housing Department Rules and Regulations are exempt from income and Employment Requirements but must remain a Qualified Household for the duration of the ownership on all other aspects of the recorded special restriction including, but not limited to the sole residency requirement, occupancy, and no ownership of other Residential Real Estate within ~~1750~~ miles driving distance of the Town of Jackson~~Teton County~~. Owners or members of the Household that have not reached Retirement Age as defined by FSSA will be required to continue to comply with qualification criteria and reporting requirements in accordance with the special restriction and these Housing Rules and Regulations.

g. . . .

2. . . .

3. . . .

a. . . .

b. . . .

c. . . .

d. . . .

- e. . . .
- f. . . .
- g. . . .
- h. . . .
- i. . . .
- j. . . .
- k. *Ownership of residential property.* Owners of Affordable, Employment-based and Workforce Restricted Housing Units built or sold after June 4, 2018 are not allowed to own Residential Real Estate within 75 miles driving distance of the Town of Jackson. All renters of Housing Department-administered rental units are not allowed to own Residential Real Estate within 75 miles driving distance of the Town of Jackson. Notwithstanding the foregoing, the Housing Department may approve the purchase of Residential Real Estate in unique circumstances.~~Owners of Employment Based and workforce housing units are not allowed to own residential property within 150 miles of Teton County. All renters of Housing Department-administered rental units are not allowed to own residential property within 150 miles of Teton County.~~

. . .

4. Penalties

- a. Falsifying an Application. Any household or adult member of a household who has been found by the Housing Department to have falsified an application including but not limited to making false claims, forging signatures or information, or otherwise providing false information or documents will be prohibited from applying for any Housing Department program restricted housing unit for a period of five (5) years.
- b. Eviction. Any household or adult member of a household who has been evicted from a Housing Department restricted rental unit will be permanently prohibited from applying for or occupying any Housing Department program restricted housing unit.
- c. Forced Sale. Any household or adult member of a household who has been forced to sell a Housing Department ownership restricted ownership unit will be permanently prohibited from applying for or occupying any Housing Department restricted housing unit.

B. . . .

- 1. . . .
- 2. . . .
- 3. . . .

- 4. *Multiple defaults.* Upon the fourth time an owner of an owner-occupied restricted housing unit is found to be in Default within 15 years, the owner will not have an opportunity to cure. Multiple Defaults include any Defaults or failure to comply with the Housing Rules and Regulations or the applicable Special Restrictions. The Housing Department will force the sale of the unit or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing. Notwithstanding the foregoing, the Housing Department reserves the right

to force a sale upon any uncured default regardless of the number of times the owner has been in default of the Special Restrictions or the Rules and Regulations.

5. *Default hearing.*

a. . . .

b. Within 30 days of the signed eOrder Appointing the Hearing Officer, the hearing officer will issue a scheduling order, which shall include the official notice of hearing, and deadlines for the parties to submit evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums.

. . .

C. *Process for Exception hearing process.*

1. . . .

2. . . .

3. *Housing department review and recommendation.* All requests for hearings will be reviewed by Housing Department for completeness and provided to the JTCHA Board of Directors within 30 days with a recommendation for action, copied to the -Household complainant and/or representative.

4. *Hearing.* The hearing will be heard by the JTCHA Board of Directors at a properly noticed meeting scheduled at least 30 days following the Housing Department's receipt of the "request for hearing" to ensure notice and due process. Notwithstanding the foregoing, the JTCHA Board of Directors may choose to appoint a Hearing Officer within the thirty (30) days following the Housing Department's receipt of the "Request for Hearing" in which case the Hearing will be scheduled by the Hearing Officer.

a. *Hearing Officer.*

i. The JTCHA Board of Directors may designate a hearing officer and sign an "order appointing the hearing officer." If the JTCHA Board of Directors desires, they can elect to appoint a nonexclusive hearing officer for a period of two years, recognizing that there may be a need to appoint a different hearing officer in some cases including, but not limited to a conflict of interest or absence.

ii. If a hearing officer is designated, within 30 days of the signed eOrder Appointing the Hearing Officer, the hearing officer will send out a scheduling order (official notice of hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.

iii. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.

iv. Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party fifteen (15) days prior to the hearing date.

v. Hearings may be recorded and are not required to be transcribed. If the Household wishes to have a hearing transcribed, all associated costs shall be paid by the Household.

- vi. All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA Board of Directors shall have the opportunity to ask questions of the witnesses and Housing Department staff.
- vii. The Housing Department's decision concerning the exception will be assumed correct, and the burden of proof shall be on the Household.
- viii. If the Household fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.

~~b. Hearing process.~~

- i. ~~JTCHA may designate a hearing officer and sign an "order appointing the hearing officer."~~
- ii. ~~Within 30 days of the signed order, the hearing officer will send out a scheduling order (official notice of hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.~~
- iii. ~~Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party 15 days prior to the hearing date.~~
- iv. ~~Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.~~
- v. ~~All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the hearing officer, and if no hearing officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA shall have the opportunity to ask questions of the witnesses and Housing Department staff.~~
- vi. ~~The Housing Department's decision concerning the Exception will be assumed correct, and the burden of proof shall be on the complainant.~~
- vii. ~~If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.~~

- eb. *JTCHA decision binding.* Based on the evidence considered at the hearing, the JTCHA will provide a decision by means of a motion and majority vote. The decision of the JTCHA shall be binding, and the Housing Department shall take all actions necessary to carry out the decision. No Appeal of the JTCHA shall be made to the Town Council or County Commissioners. Any Appeal shall be made to the District Court of Teton County, Wyoming.

...

(Ord. § , 2024; Ord. 1332 § I, 2022; Ord. 1297 § 1, 2021; Ord. 1264 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AA

AN ORDINANCE AMENDING SECTION 16.10.800, OCCUPANCY AND USE, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.800 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.800 Occupancy and use.

Rental and ownership units have occupancy and use restrictions. Households will be required to obey the following occupancy and use restrictions.

- A. . . .
- B. . . .
- C. *No Teton County Residential Real Estate.* No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) Residential Real Estate within 75 driving miles of the Town of Jackson, Wyoming at any time during occupancy or ownership of the Residential Unit. Notwithstanding the foregoing, the Housing Department may approve ownership of Residential Real Estate in unique circumstances.~~150 miles of Teton County, Wyoming at any time during occupancy of the residential unit.~~
- D. . . .
- E. . . .

(Ord. § , 2024; Ord. 1333 § I, 2022; Ord. 1265 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.
PASSED 2ND READING THE _____ DAY OF _____, 2024.
PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AB

AN ORDINANCE AMENDING SECTION 16.10.900, DEFINITIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 16.10.900 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.900 Definitions.

A. *Definitions.*

...

Fee Schedule: A document published by the Housing Department that includes the list of fees charged for certain services provided by the Housing Department and allowed fee waivers.

...

Owner: A person or entity who has the legal right in accordance with the Special Restrictions and these Rules and Regulations to possess, transfer title, or sell a restricted housing unit.

Physical Custody Rights: Legal custody rights granted by the Court that allows a parent to have their child reside with him/her.

...

Qualified Households. Households that have applied for housing through the housing department, where Housing Department staff deem them as eligible to purchase or rent a Restricted Housing Unit after verification of information, based on the unit's Deed Restriction and the Housing Department Rules and Regulations. Information includes but is not limited to Household Income, Assets, employment, and minimum Occupancy Requirements.

...

Rent: Tenant's regular payment to a landlord for the use of a restricted housing unit.

...

Residential Real Estate. A parcel that ~~either~~ includes a Residential Dwelling Unit or is larger than one acre and has the by-right potential for developing a Residential Dwelling Unit per local zoning regulations.

...

Study Hours: For purposes of calculating hours worked for CWC students, Study Hours will equal two hours outside of the classroom for every one hour of class time.

...

Volunteer Hours: Documented and verified hours worked for a qualifying Local Business or Local Organization for which no pay is received but may be counted as hours worked for eligibility in Housing Department programs.

...

(Ord. § , 2024; Ord. 1335 § I, 2022; Ord. 1298 § 1, 2021; Ord. 1266 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page __ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Town Council Meeting
Submitting Department:	Building Department and Fire Department	Presenter:	Kelly Sluder Building Official Raymond Lane Fire Marshal
Agenda Item:	Adoption of the 2024 Building, Fire Code and Electrical Codes	Public Comment:	Yes

Purpose & Policy Considerations.

Adoption of the Town of Jackson's 2024 building and fire codes, which requires amendment of Title 15: Buildings and Construction in the Town's Code of Ordinances (Municipal Code), must be approved by the Town Council.

Requested Action.

Request to approve adoption at first reading of Ordinances AC, AD, AE, AF, AG, AH, AI, AJ, and AK which would amend the Town of Jackson's Code of Ordinances to modify the following Sections of Title 15: 15.04, 15.06, 15.08, 15.12, 15.17, 15.20 15.24, 15.27

Recommendations.

The Building Official recommends Council approval at first reading of Ordinances AE, AF, AG, AH, AI, AJ, and AK, as presented in this staff report.

The Town/Teton County Joint Fire Marshal recommends Council approval at first reading of Ordinances AC and AD as presented in this staff report.

Background.

At the October 21, 2024, Town Council Workshop, staff presented to Council the proposed amendments to Title 15 to adopt the 2024 building and fire codes as required by the Wyoming State Fire Marshal, who has assigned the Town of Jackson "Home Rule" for oversight of state-adopted building and fire codes per State Statute 35-9-121, with exception of enforcement in state-owned or leased buildings.

Summary of Building and Fire Codes	
Mandatory Codes Adopted by State Fire Marshall	Voluntary Codes the Town Can Choose to Adopt
2024 International Building Code ("commercial code")	Residential Code (one and two-family dwellings)
Existing Building Code	Plumbing Code
Fire Code	Energy Conservation Code
National Electrical Code (2023)	Wildland Urban Interface Code
Mechanical Code	
Fuel Gas Code	

Analysis

Adoption of the building and fire codes, including designation of the code editions and approving amendments to those codes, is the responsibility of Town Council. Individuals and businesses within the Town of Jackson and others outside the community involved with the design and construction of the built environment will be affected by the update to the 2024 building and fire codes.

In addition, in order to adopt the expanded Wildland Urban Interface (WUI) boundary, which will now include the entire area within the corporate boundary of the Town of Jackson, a resolution will need to be adopted to formally declare the

adoption of the expanded WUI boundary and to show a map of where it now applies. This resolution will be adopted concurrent with the third reading of the updated Title 15 fire and WUI code ordinances, likely on December 16, 2024.

Public Comment.

No public comment has been received by staff at the time of this report.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses with the following policies:

Policy 2.1.a: Construct energy efficient buildings:

Policy 2.4.d: Use energy efficient building systems and appliances

Policy 3.4.e: Protect development against seismic activity

Policy 3.4.F: Protect development against wildfire

Fiscal Impact.

None Identified.

Staff Impact.

The Building Department and JH Fire/EMS have invested considerable time in assessing the new building and fire codes under consideration and in preparation for proposals of the code adoption and will continue to spend considerably more time reviewing and educating the public on the new codes.

Attachments or Links.

Ordinances AC, AD, AE, AF, AG, AH, AI, AJ, and AK with Redline
Workshop Staff Report October 18,2024.

Suggested Motion.

Item A

I move to approve Ordinances AE, AF, AG, AH, AI, AJ, and AK on first reading.

Item B

I move to approve Ordinances AC and AD on first reading.

ORDINANCE AE

AN ORDINANCE AMENDING SECTIONS 15.04.010, PERMIT REQUIRED—APPLICATION, AND 15.04.020, INTERNATIONAL BUILDING CODE, OF CHAPTER 15.04, INTERNATIONAL BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Sections 15.04.010 and 15.04.020 of the Municipal Code of the Town of Jackson are hereby amended to read as follows:

15.04.010 Permit required—Application.

It is unlawful for any person to erect, construct, reconstruct, alter or change the use of any building or other structure within the Town limits without obtaining a building permit from the Building Official, and such Building Official shall not issue any permit unless the plans of and for the proposed erection, construction, reconstruction, alteration or use fully conforms to the zoning regulations, subdivision regulations and building regulations then in effect. All applications for building permits shall be accompanied by all documentation as required on the building permit application and such other information as may be deemed necessary to provide for the enforcement of the Town's Land Development Regulations (LDRs) ~~[Appendix A of this Code, which is on file with the Town]~~. All building permit fees are to be determined by the Town Council by resolution or ordinance, and may be changed from time to time.

([Ord. § 1, 2024](#); Ord. 760 § 3, 2004; Ord. 271 § 1, 1981).

15.04.020 International building code.

- A. All [applications to construct](#) buildings and temporary structures ~~built or located~~ within the Town from and after January 1, 2025~~2~~, shall be constructed in accordance with the requirements of the International Building Code, 2024~~1~~ Edition, as published by the International Code Council, specifically excluding all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out, except as follows:

...

~~3. Section 103.3 Deputies. The last sentence shall be deleted.~~

[34.](#) Section ~~104.2.5~~~~104.11.0.1~~ shall be amended by adding: "Section 104.11.0.1 Structural Insulated Panel Roof Assemblies. All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."

[45.](#) ...

[56.](#) ...

[67.](#) ...

78. ...

89. ...

910. ...

110. ...

112. ...

123. ...

134. ...

145. ...

16. ~~Delete Section 1030.1 EXCEPTION 4 in its entirety.~~

157. ...

168. The second sentence of *Section 1805.1.2 Under Floor Space* shall be revised to read: "Where there is evidence that the seasonal ground water table rises to the elevation of the bottom floor of the crawl space, the ground level of the ~~under-floor~~under-floor space shall be elevated to a minimum of 12 inches above such elevation unless an approved drainage system is provided".

179. ...

1920. ...

(Ord. § 1, 2024; Ord. 1303 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1229 § 1, 2019; Ord. 1141 § 1, 2016; Ord. 1020 § 1, 2013; Ord. 854 § 2, 2007; Ord. 760 §§ 4, 5, 2004; Ord. 601 § 1, 1998; Ord. 493 § 1, 1995; Ord. 483 § 1, 1994; Ord. 450 § 1, 1992; Ord. 430 § 1, 1991; Ord. 406 § 1, 1990; Ord. 320 § 1, 1984; Ord. 271 § 2, 1981).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor
ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AF

AN ORDINANCE AMENDING SECTION 15.06.010, INTERNATIONAL EXISTING BUILDING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.06, INTERNATIONAL EXISTING BUILDING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.06.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows:

15.06.010 International existing building code.

- A. All applications for work on existing buildings ~~built or located~~ within the Town from and after January 1, 202~~5~~², shall be constructed in accordance with the requirements of the International Existing Building Code, 202~~4~~¹ Edition, as published by the International Code Council, specifically excluding all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows:

...

(Ord. § 1, 2024; Ord. 1305 § 1, 2022).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AG

AN ORDINANCE AMENDING SECTION 15.12.010, INTERNATIONAL MECHANICAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.12, INTERNATIONAL MECHANICAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.12.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows:

15.12.010 International mechanical code – Adoption by reference.

A. All applications to construct buildings and temporary structures ~~built or located~~ within the Town from and after January 1, 202~~5~~², shall be constructed in accordance with the requirements of the International Mechanical Code, 202~~4~~¹ Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows:

Section 505.3.

1. This exception shall not apply to any new construction. This exception can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed.

...

(Ord. § 1, 2024; Ord. 1307 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1232 § 1, 2019; Ord. 1145 § 1, 2016; Ord. 1023 § 1, 2013; Ord. 855 § 2, 2007; Ord. 762 § 3, 2004; Ord. 603 § 1, 1998; Ord. 494 § 1, 1995; Ord. 447 § 1, 1992; Ord. 412 § 1, 1990; Ord. 322 § 1, 1984; Ord. 273 § 2, 1981).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.
TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor
ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AH

AN ORDINANCE REPEALING CHAPTER 15.14, SOLID FUEL BURNING DEVICES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Chapter 15.14 of the Municipal Code of the Town of Jackson is hereby repealed as follows:

Chapter 15.14 SOLID FUEL BURNING DEVICES (REPEALED)

15.14.010 Definitions. (Repealed)

- ~~A. *Free Burning* means a condition in which the air for combustion is not capable of being regulated and is drawn from its surroundings.~~
 - ~~B. *Solid Fuel Burning Device (SFBD)* means any device, including, but not limited to, fireplace inserts, woodstoves of any nature, or any other controlled burning device used for the purpose of burning combustible material. This definition shall specifically exclude site built Free Burning masonry fireplaces and barbecue devices.~~
 - ~~C. *Approved SFBD* means any woodstove or fireplace insert, which, through testing by a recognized testing agency, has been found to be in compliance with the U.S. Environmental Protection Agency's Phase II Standards for particulate emissions of woodstoves.~~
 - ~~D. *Existing SFBD* means any solid fuel device in use prior to the adoption of this resolution. Devices, which can show compliance with EPA Phase II Standards may be considered an approved device.~~
- (Ord. [§ 1, 2024](#); Ord. 763 § 3, 2004; Ord. 431 § 1, 1991).

15.14.020 Mechanical permit required—compliance. (Repealed)

~~No SFBD shall be installed in any structure without a mechanical permit issued by the building official. Any installation of any SFBD shall be in compliance with the adopted edition of the International Mechanical Code in effect at the time of permit application.~~

(Ord. [§ 1, 2024](#); Ord. 763 § 4, 2004).

15.14.030 Approved Solid Fuel Burning Devices. (Repealed)

~~Any SFBD installed after the effective date of this chapter shall be of the approved type. No SFBD, which is not the approved type shall be sold within the Town for the purpose of installation within the Town or Teton County for the purpose of installation.~~

(Ord. [§ 1, 2024](#); Ord. 763 § 5, 2004).

15.14.040 Installation guidelines. (Repealed)

~~All factory built chimneys and solid fuel burning devices constructed, located or placed within the Town of Jackson from and after June 15, 1992, shall be constructed, placed or built in accordance with the requirements of the manufacturers listed installation specifications.~~

(Ord. § 1, 2024; Ord. 763 § 6, 2004; Ord. 498 § 1, 1995; Ord. 445 § 1, 1992; Ord. 431 § 1, 1991).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AI

AN ORDINANCE AMENDING SECTION 15.17.010, INTERNATIONAL RESIDENTIAL CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.17, INTERNATIONAL RESIDENTIAL CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.17.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows:

15.17.010 International Residential Code—Adoption by reference.

- A. All [applications to construct](#) detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress ~~built or located~~ within the Town from and after January 1, 202~~5~~², shall be constructed in accordance with the requirements of the International Residential Code, 202~~4~~¹ Edition, as published by the International Code Council, specifically including Appendix AF. [Parties that have substantially and materially relied on the requirements of the International Residential Code, 2021 Edition for design purposes may apply and be reviewed pursuant to the requirements of the International Residential Code, 2021 Edition if and only if a complete Building Permit application is submitted to the Town of Jackson on or before March 31, 2025.](#)
- B. ~~Said Code~~[The requirements of the International Residential Code, 2024 Edition](#) is incorporated herein by reference as if the same were fully herein set out except as follows:

...

7. *Table R301.2(1)* shall read as follows:

Ground snow load	93 psf
Wind speed	105 ¹¹⁵ mph
Seismic design category	D
Weathering	Severe
Frost line depth	34 inches
Termite	None to slight
Winter design temperature	30 degrees f
Ice shield underlayment required	Yes
Flood hazards	1989
Air freezing index	2531
Mean annual temp	38 degrees

8. . . . Amend Chapter 11 in its entirety to read: "Chapter 11 will use the 2021 IRC Energy Efficiency requirements and the 2021 IECC.

9. . . .

10. . . .

11. . . .

12. . . .

~~13. Section R310.1 Emergency Escape and Rescue Openings. Delete Exception 2 in its entirety.~~

~~134. . . .~~

~~145. . . .~~

~~156. . . .~~

~~167. . . .~~

~~178. . . .~~

~~189. . . .~~

~~1920. Section M1503.34.~~

- a. This exception shall not apply to any new construction.
- b. This exception can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed.

~~201. . . .~~

~~212. . . .~~

~~223. . . .~~

~~234. Section G2414.4.35 shall be revised to read as follows: "Copper and brass tubing shall not be used for installations of gas piping systems."~~

~~245. . . .~~

~~256. . . .~~

~~267. . . .~~

~~278. . . .~~

~~289. . . .~~

~~2930. . . .~~

~~301. . . .~~

~~312. . . .~~

(Ord. § 1, 2024; Ord. 1308 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1230 § 1, 2019; Ord. 1147 § 1, 2016; Ord. 1024 § 1, 2013; Ord. 856 § 2, 2007; Ord. 764 § 3, 2004).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AJ

AN ORDINANCE AMENDING SECTIONS 15.24.010, INTERNATIONAL PLUMBING CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.24, INTERNATIONAL PLUMBING CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.24.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows:

15.24.010 International plumbing code – Adoption by reference.

- A. All applications to construct buildings and temporary structures ~~built or located~~ within the Town from and after January 1, 2025~~2~~, shall be constructed in accordance with the requirements of the International Plumbing Code, 2024~~1~~ Edition, as published by the International Code Council, specifically excluding all appendices. Parties that have substantially and materially relied on the requirements of the International Plumbing Code, 2021 Edition for design purposes may apply and be reviewed pursuant to the requirements of the International Plumbing Code, 2021 Edition if and only if a complete Building Permit application is submitted to the Town of Jackson on or before March 31, 2025.
- B. Said Code The International Plumbing Code, 2024 Edition is incorporated herein by reference as if the same were fully herein set out except as follows:

...

(Ord. § 1, 2024; Ord. 1309 § 1, 2021; Ord. 1280 § 8, 2021; Ord. 1233 § 1, 2019; Ord. 1146 § 1, 2016; Ord. 1025 § 1, 2013; Ord. 857 § 2, 2007; Ord. 765 § 3, 2004; Ord. 602 § 1, 1998; Ord. 495 § 1, 1995; Ord. 448 § 1, 1992; Ord. 407 § 1, 1990; Ord. 323 § 1, 1984; Ord. 274 § 1, 1981; Ord. 64 § 1, 1958).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor
ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AK

AN ORDINANCE AMENDING SECTIONS 15.27.010, INTERNATIONAL FUEL GAS CODE – ADOPTION BY REFERENCE, OF CHAPTER 15.27, INTERNATIONAL FUEL GAS CODE, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.27.010 of the Municipal Code of the Town of Jackson is hereby amended to read as follows:

15.27.010 International fuel gas code – Adoption by reference.

A. All applications to construct buildings and temporary structures ~~built or located~~ within the Town from and after January 1, 202~~5~~2, shall be constructed in accordance with the requirements of the International Fuel Gas Code, 202~~4~~1 Edition, as published by the International Code Council, specifically excluding all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows:

...

(Ord. § 1, 2024; Ord. 1310 § 1, 2022; Ord. 1280 § 8, 2021; Ord. 1231 § 1, 2019; Ord. 1144 § 2, 2016; Ord. 1024 § 1, 2013; Ord. 858 § 2, 2007; Ord. 766 § 1, 2004).

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor
ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AC

AN ORDINANCE AMENDING SECTION 15.08.010, INTERNATIONAL FIRE CODE AND INTERNATIONAL WILDLAND-URBAN INTERFACE CODE—ADOPTION BY REFERENCE, OF CHAPTER 15.08, INTERNATIONAL FIRE CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.08.010 of the Town of Jackson Municipal Code is hereby amended to read as follows:

15.08.010 International Fire Code and International Wildland-Urban Interface Code—Adoption by reference.

There is hereby adopted by the Town Council of the Town of Jackson, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Codes known as the International Fire Code and International Wildland-Urban Interface Code, 202~~41~~ Editions, published by the International Code Council, Inc., with the following amendments:

- A. *The International Fire Code (IFC)*, including Appendices B, C, D, E, F, ~~and G~~, H, I, N and O 202~~41~~ Edition, referring to the most current year standard referenced in the code, as published by the International Code Council, Inc., with the following amendments:

1. ~~*General: Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IFC.*~~ *Chapter 1, Scope and Administration, Part 2 Administration and Enforcement Section 109, Inspections*

109.5 Inspection Frequency. All commercial structures under this AHJ shall be inspected at minimum once every 5 calendar years for compliance with this code.

~~G~~ *CHAPTER 1, Scope and Administration, Part 2 Administration and Enforcement, SECTION 113, Violations.*

113.4 Violation Penalties. Persons who violate this Chapter 15.08 are subject to prosecution and punishment in accordance with Jackson Municipal Code §1.12.010, penalty for violations.

2. *CHAPTER 2, Definitions SECTION 203, Occupancy Classification and Use.*

203.4.2 Group E, Day Care Facilities. This group includes buildings and structures or portions thereof occupied by more than ten children older than 2 1/2 years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

203.4.2.2 Ten or fewer children. A facility having ten or fewer children receiving such day care shall be classified as part of the primary occupancy.

203.4.2.3 Ten or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having ten or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

~~23.~~ ...

~~43.~~ ...

~~54.~~ ...

~~65.~~ ...

~~76.~~ ...

~~87.~~ Chapter 12, Energy Systems, Section 1205.2 Solar Photovoltaic Power Systems, Access and Pathways.

Add: Exception: ~~34.~~ ...

~~9.~~ CHAPTER 10, Means of Egress, SECTION 1010, Doors, Gates and Turnstiles, SUBSECTION 1010.2.4 Locks and Latches

Strike allowance 3.

~~108.~~ ...

~~119.~~ ...

~~120.~~ ...

- B. The International Wildland-Urban Interface Code (IWUIC), including Appendices, A,C,D,E and H 202~~44~~ Edition, as promulgated by the International Code Council, Inc., with the following amendments:

~~1. General. Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IWUIC.~~

~~21.~~ Chapter 1, Scope and Administration, Section 101, Scope and General Requirements, Subsection 101.5, Additions or alterations. Add exception: Exception: Additions or alterations of not more than 500 square feet to existing structures shall ~~not~~ be required to conform to that required for a new building or structure except for section 602; Automatic Sprinkler Systems, unless the structure already has a fire sprinkler system.

~~23.~~ Chapter 4, Urban-Wildland Interface Area Requirements, SECTION 403, Access, SUBSECTION 403.2.3 Service limitations.

Amend to read: "A driveway shall serve not more than ~~four~~two dwelling units."

~~34.~~ Chapter 5, Special Building Construction Regulations, Section 501, General. Chapter 5, Ignition-Resistant Construction Material, Section 50~~43.10.34~~ Vent locations, Add exception:

3. Exception: ~~Cold Roofs constructed above structural framing and insulation shall be allowed to have horizontal ventilation located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ventilation shall be allowed in cold roof construction if the vents meet the conditions of 504.10.1 this applies to all IR construction types. when the structural sheathing is protected by noncombustible materials used for one hour fire resistive construction. Such ventilation shall be covered with noncombustible, corrosion-resistant mesh with opening not to exceed ¼ inch (6.4 mm). A Cold Roof is a roof assembly constructed with a ventilated cavity above the insulated roof provided to equalize exterior and interior temperatures through the process of air movement.~~

Chapter 5, Ignition-Resistant Construction Material, Section 503.2,

Add: 503.2.1.1 Wood Shakes and Shingles. The use of all types of wood shake, ~~and~~ wood shingles or siding is prohibited within the mapped Wildland-Urban Interface area.

Strike section 503.2.3

45. . . .

C. Section 7. Fire Code Official. The "Fire Code Official" referred to by the International Fire Code, as herein adopted, is the officer charged with the implementation, administration, and enforcement of such codes. The Fire Code Official is hereby defined and declared to be the Fire Marshal~~Chief~~ of Jackson Hole Fire/EMS.

D. Section 8. Enforcement. It shall be the duty of the Fire Marshal or their appointed Deputies~~Chief~~ to enforce the provisions of the International Fire Code ~~is ordinance~~ and to make inspections and test hereunder.

E. Special Municipal Officers. The Fire Code Official and the Fire Inspectors of the Jackson Hole Fire and EMS Department, appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the provisions of this Chapter 15.08 as set forth by Wyo. Stat. Ann. § 7-2-103(e) and Wyo. Stat. Ann. § 15-1-103(a)(l).

F. Wildland Urban Interface Boundary. Pursuant to Section 302.1, Declaration, of the 2024 International Wildland-Urban Interface Code, the Town Council of the Town of Jackson declares the entire Town of Jackson, including corporate boundaries as they may later be amended, are within the wildland-urban interface area and this declaration is based on the findings of facts, all of which is set forth in Resolution 24-25.

~~Section 9. Date of Effect. This ordinance shall take effect and be in force from and after its approval date as required by law.~~

A copy of said Code is on file and available in the Office of the Fire Marshal~~Chief~~.

(Ord. §, 2024; Ord. 1306 § 1, 2022; Ord. 1234 § 1, 2019; Ord. 1143 § 1, 2016; Ord. 1022 § 1, 2013; Ord. 885 § 1, 2008; Ord. 761 § 3, 2004; Ord. 591 § 1, 1998; Ord. 497 § 1, 1995; Ord. 446 § 1, 1992; Ord. 408 § 1, 1990; Ord. 372 § 1, 1987; Ord. 321, C-1 § 1, 1984; Ord. 277 § 2, 1981; Ord. 272 § 2, 1981).

SECTION III.

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

SECTION VI.

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

SECTION V.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page __ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AD

AN ORDINANCE AMENDING SECTION 15.20.010, ADOPTION OF THE NATIONAL ELECTRICAL CODE, OF CHAPTER 15.20, ELECTRICAL CODE, OF THE TOWN OF JACKSON MUNICIPAL CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 15.20.010 of the Town of Jackson Municipal Code is hereby amended to read as follows:

15.20.010 Adoption of the National Electrical Code.

A. *The National Electrical Code*, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2023~~9~~ Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) is incorporated herein by reference as if the same were fully herein set out, except with the following amendments:

1. *Article 230, Services, SECTION VI, Service Equipment - Disconnecting Means, Subsection 230.7, (A), (1) Readily Accessible Location.*

The service disconnecting means shall be installed outside of the building or structure at a readily accessible location.

~~Exception: Services of 300 amp or less with line to line meter sockets with the service disconnect directly behind the meter base and connected to the meter base with rigid conduit are allowed to have service disconnect inside the building. Feeders to other buildings or structures are required to have a disconnect on the exterior.~~

...

(Ord. _____ § _____, 2024; Ord. 1280 § 8, 2021; Ord. 1254 § 1, 2020; Ord. 1171 § 1, 2017; Ord. 1101 § 1, 2015; Ord. 1057 § 1, 2014; Ord. 990 § 1, 2011; Ord. 899 § 1, 2008; Ord. 886 § 1, 2008; Ord. 803 § 1, 2005; Ord. 706 § 1, 2002; Ord. 633 § 1, 2000; Ord. 413 § 1, 1990; Ord. 325 § 1, 1984; Ord. 313 § 2, 1983)

SECTION III.

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

SECTION VI.

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

SECTION V.

This Ordinance shall become effective January 1, 2025.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

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TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	October 21,2024	Meeting Title:	Town Council Workshop
Submitting Department:	Building Department and Fire Department	Presenter:	Kelly Sluder Building Official Raymond Lane Fire Marshal
Agenda Item:	Adoption of the 2024 Building & Fire Codes	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to discuss adoption of the 2024 International Building, Existing Building, Fire, Wildland Urban Interface, Residential, Mechanical, Plumbing, Fuel Gas, and Energy Codes, as well as the 2023 National Electrical Code.

Requested Action.

The goal of this discussion is to gain Council's approval to move forward with adoption of the 2024 I-Codes and the 2023 National Electrical Code, and to obtain Council's recommendations on amendments to those codes.

Recommendations.

The Building Official recommends Town Council adopt, by ordinance, the 2024 Editions of the International Building, Fire, Wildland Urban Interface, Mechanical, Residential, Plumbing, and Fuel Gas Codes with amendments recommended by the Building Official and Fire Official.

In addition, to assist the design community in transitioning to the new 2024 codes, the Building Official also recommends a grace period until March 31, 2025, during which building plans may be designed to comply with either the 2021 or 2024 International Codes (this was done last time when the 2018 codes were adopted).

Background.

The purpose of the building codes is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

Town of Jackson Building Department and Jackson Hole Fire/EMS are responsible for enforcement of Building and Fire codes in the Town of Jackson. The Wyoming State Fire Marshal through the provision in State Statute 35-9-121 has assigned the Town of Jackson "Home Rule" for oversight of the Building and Fire Codes adopted at the state level with exception of enforcement in state-owned or leased buildings. In July 2024, the Wyoming State Fire Marshal in accordance with W.S. 35-9-106 moved to adopt the 2024 International Building Code, Existing Building Code, Fire Code, Mechanical Code, and Fuel Gas Code. Also, please note that ICC published the International Electric Code in 2023 and that this code is always published in a cycle that is one year prior to the other Building and Fire codes. The State Fire Marshall has adopted the 2023 International Electric Code but the Town has not yet adopted it. For all of these mandatory codes, Town Council may only amend to more restrictive requirements. In addition to the codes and code editions required by the State Fire Marshal's Rules. The Town previously voluntarily adopted the Energy Conservation, Wildland Urban Interface, Residential, and Plumbing Codes in 2021 and the Town Council may amend these codes as they see fit. Title 15 of the TOJ Municipal Code contains the ordinances for adoption of the codes, indicates the code editions and contains local amendments to the codes.

Summary of Building and Fire Codes	
Mandatory Codes Adopted by State Fire Marshall	Voluntary Codes the Town Can Choose to Adopt
2024 International Building Code ("commercial code")	Residential Code (one and two-family dwellings)
Existing Building Code	Plumbing Code
Fire Code	Energy Conservation Code
National Electrical Code (2023)	Wildland Urban Interface Code
Mechanical Code	
Fuel Gas Code	

Attached are documents from the Building Official and Fire Official indicating what they consider significant changes between the 2021 Codes currently enforced and the new 2024 Codes. However, not all changes are provided. Ordinances in the Town Municipal Code Chapter 15 currently amend portions of the adopted codes. Existing amendments contained in the Town Municipal Code which will not be changed or that are modified only to reflect renumbering or relocation in the respective code have not been included in the attachments in an attempt to keep the attachments from being cumbersome. There is information included pertaining to minor modifications to some existing amendments and additional amendments the Building Official and Fire Official would like considered for the respective codes those individuals oversee. Council can recommend for or against amending or modifying an amendment as it sees fit. The Building Official is recommending Town Council not adopt the 2024 International Energy Conservation Code or the Energy provisions in the 2024 International Residential Code until staff has had adequate time to fully analyze the many changes to the 2024 International Energy Conservation Code. In addition, the delayed publication of the codes and supplemental commentaries by the ICC further hindered staff from being able to conduct a comprehensive review of the 2024 International Energy Conservation Code in time for the workshop. Staff recommend continuing to apply the 2021 International Energy Conservation Code at this time.

Key Policy Questions.

- Does Council concur with the local amendments recommended by staff for State required Codes (International Building Code, Existing Building Code, Fire Code, National Electrical Code (2023), Mechanical Code, and Fuel Gas Code)? What further amendments if any would Council like to see included in these codes?
- Does the Town Council want to continue to adopt the voluntary adopted codes, which include the Residential, Plumbing, Energy Conservation, and Wildland Urban Interface codes?
- If so, does the Town Council approve the local amendments recommended by staff for these codes or does Council want to recommend other changes?
- Does the Town Council want to delay adoption of the 2024 International Energy Conservation Code and Energy provision of the 2024 International Residential Code until staff has had time to further vet these codes?
- Does the Town Council want to extend the Wildland Urban Interface (WUI) boundary to include the rest of the Town of Jackson that is currently not included?

Analysis

Adoption of the building and fire codes, including designation of the code editions and approving amendments to those codes, is the responsibility of Town Council. Individuals and businesses within the Town of Jackson and others outside the community involved with the design and construction of the built environment will be affected by the update to the 2024 building and fire codes.

Attached to this staff report are summaries from the Building Official and Fire Marshall that summarize the most

significant changes added to the various building and fire codes. Below is some additional analysis of the practical impacts that some of the major changes may have on landowners, developers, and the general public.

Some highlights of Building Code changes:

The State of Wyoming adopted the 2024 International Fire Code on 6/28/2024. Below is a brief overview of major changes in the 2024 fire code. It is worth noting that the fire code and the building code share multiple chapters that are identical. Also important to note the fire code is a maintenance code, and its compliance is required in existing buildings and operations – in contrast the Building Codes are not maintenance code and so do not require, for example, annual inspections, like the Fire Department conducts on certain commercial buildings (e.g., hotels).

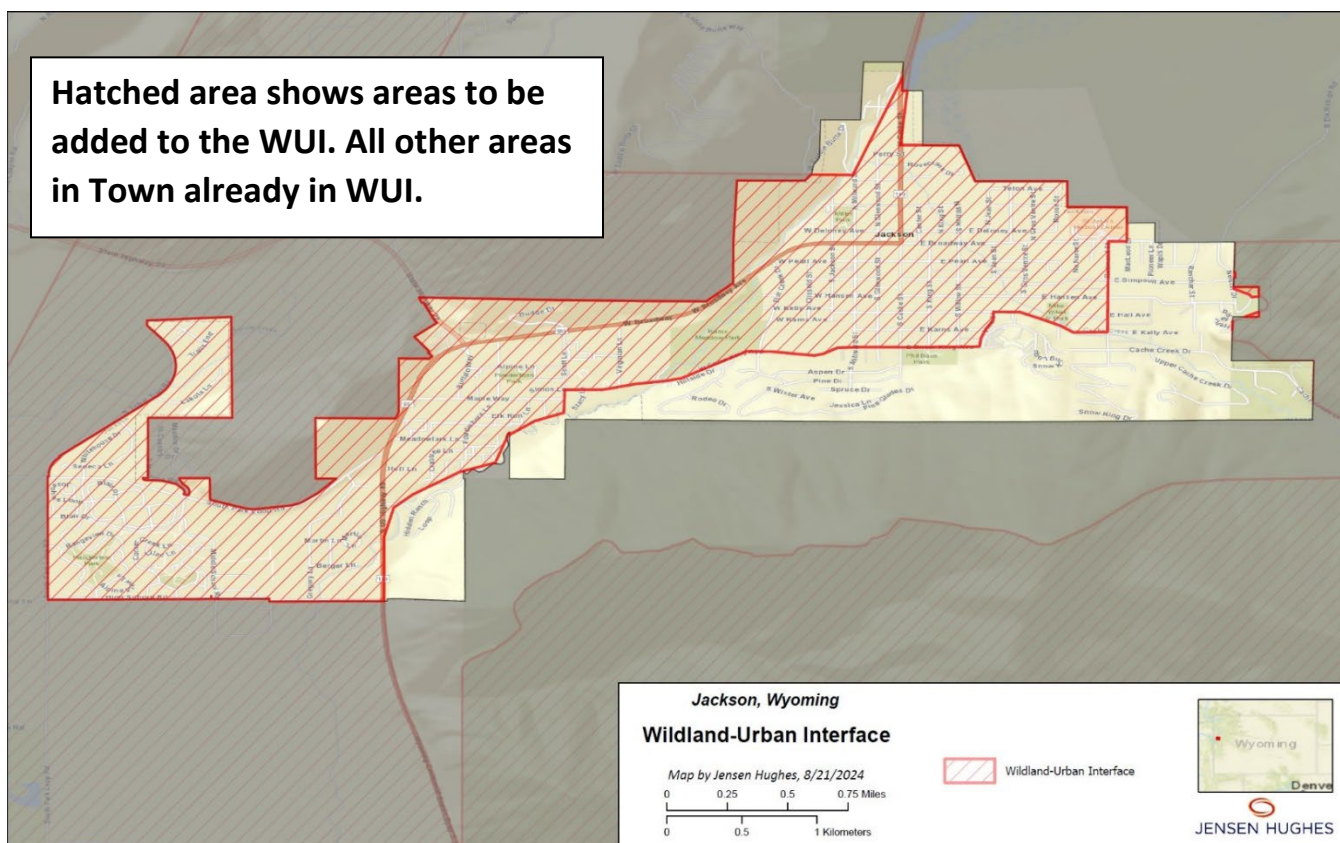
- **2024 International Building Code (mandatory)**
 - Carbon monoxide (CO) detectors are now required in all Occupancy types where there is a fuel fire appliance, i.e. gas or wood fireplace in a restaurant, bar, office, store, etc.
 - There is a new provision for Public- Occupancy Temporary Structures (e.g., farm stands, party tents that are engineered for snow and seismic) to be allowed to stay for up to 1 year rather than 180 days, if approved by the Building Official and inspections done by a third party at least every 180 days.
- **2024 International Existing Residential Code**
 - A Change of Occupancy or use will not require compliance with the ADA accessibility requirements if there is no alteration taking place in a building. This will help small businesses not have to absorb costs to modify restrooms or add wheelchair ramps that do not already exist in some of our older structures.
 - Existing stairways do not have to be brought up to the current code if replacing existing stairs in the same opening in the IRC.
- **2024 International Residential Code**
 - Sleeping Lofts are now allowed per the 2024 IRC. Until this code cycle, these were never an allowed use.
- **The 2024 International Energy Conservation Code (IECC) (voluntary)**
 - includes a number of important changes. For example, it has significantly increased the insulation requirements of wall assemblies in our Climate Zone to now require a R-30 insulation (R-26 is currently required) in walls, which would require either a more expensive spray foam type of insulation to comply or a thicker wall framing using 2X8 construction (instead of 2X6) for exterior walls. Also, the code decreased the ceiling insulation from an R-60 to an R-49 but the ICC has not stated why they decreased the ceiling insulation requirement. In addition to trying to assess and understand these proposed new changes in the IECC, staff is doing this review under significant time constraints due to the late publication of the Energy Codes. Finally, supporting software to help code users apply new code requirements, such as REScheck, which provides alternate compliance options, is not yet available. For these reasons, the Building Official does not recommend adopting the 2024 IECC at this time. Instead, the Building Official would like to come back to Council with an update later in 2025 once there has been sufficient time to fully vet the 2024 IECC and determine what financial and design impacts it might have on the community. Under this option, the Council might consider adopting the 2024 IECC one year later than all the other code in January of 2026.
- **2024 Internation Residential Code (voluntary)**
 - There are also new design guidelines for Electric Vehicles (EV) and Energy Storage Systems (ESS) in the Residential Code that will continue to help the Town with more home-based charging systems for electric vehicles.

Most of the Building Code changes appear to allow design teams, owners, and contractors to have more flexibility, especially for existing buildings in our area.

Some highlights of changes to the Fire Code and Wildland Urban Interface (WUI) code:

- **2024 International Fire Code (mandatory)**
 - IFC new permit types added: Temporary heating or cooking in tents or membrane structures, temporary heating or cooking in wildfire risk areas, temporary heating for construction sites, storage and handling of lithium batteries
 - New Section 320: Lithium-ion and Lithium Metal Battery Storage: New section addressing the growing concern over lithium-ion battery fires. Introduces storage limits, sprinkler requirements, fire safety plans, and explosion control requirements. New battery related sections have been added throughout the fire code.
 - New Section 322: Powered Micromobility Devices: Charging requirements for powered micromobility devices. Prohibits commercial charging operations in residential buildings. Provides requirements for charging in commercial spaces.
 - New Chapter 41: Temporary Heating and Cooking Operations: Provides clearer guidelines and safety protocols for temporary heating and cooking operations, addressing their complex nature.
 - Appendix O: Valet Trash and Recycling Collection in Group R-2 Occupancies: Introduces regulations for valet trash services in multi-family residential buildings (Group R-2 occupancies).
 - **2024 International Wildland Urban Interface Code (IWUIC) (voluntary) (See below for proposed WUI map)**
 - International Wildland Urban Interface Code (IWUIC) 2024: Chapter 5: Special Building Construction Regulations Updated regulations now allow the use of roof vents in various roof systems, previously prohibited.
 - Wildland Urban Interface (WUI) Boundary Extension. Expanding the WUI boundary to include all of Town is a significant proposed change. This recommendation is based on our CWPP planning document recommendations. Studies show that structure-to-structure ignition is a leading cause of wildfire destruction. Extending the WUI boundary is a crucial step toward building a wildfire-resilient community, focusing on reducing the risk of ember ignition in buildings.
 - By building structures to resist ember ignition, these large-scale events can be minimized. Extending the WUI boundary is an important first step to building a wildfire resilient future for the Town of Jackson and surrounding lands.
 - This change will impact the parts of the Town that currently are not in the existing WUI boundary. When it comes to construction additions or new building requirements are broken into 3 different requirement sections based on a parcel-based assessment. Ignition resistant class 1, 2, and 3 (IR 1,2,3)
 - IR 1 has requirements related to roof assembly, roof valleys, protection of eaves, fire sprinklers, gutters, exterior walls, flashing, underfloor enclosures, appendages and projections, underfloor areas, exterior glazing, exterior doors, vents and detached accessory structures.
 - IR 2 has requirements related to roof assembly, roof valleys, protection of eaves, gutters, exterior walls, flashing, underfloor enclosures, appendages and projections, underfloor areas, exterior glazing, exterior doors, vents and detached accessory structures. IR 2 allows different materials than IR 1.
 - IR 3 has requirements related to roof assembly, roof valleys, underfloor enclosures, gutters and vents.
- Defensible space requirements are either 30ft or 50ft depending on the parcel assessment. For new construction projects this requirement is for the entire structure. For additions on existing structures this is applied to from the addition area only.
- Other WUI requirements include:

- The Driveways in excess of 150 feet shall be provided with turnaround. Driveways in excess of 200 feet and less than 20 feet in width shall be provided with turnouts in addition to turnarounds. Turnarounds shall have inside turning radii of not less than 30 feet and outside turning radii of not less than 45 feet. Turnouts shall be all-weather road surface at least 10 feet wide and 30 feet long. (IWUIC 403.2)
- Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. (IWUIC 607.1)
- Chimneys serving fireplaces, barbecues, incinerators, or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Arrester shall be constructed of woven or welded wire screening of 12 gage wire having openings not exceeding ½ inch. (IWUIC 605.1)
- LP-gas containers shall be installed underground. (IWUIC 606.2; amended)
- Fuel modification distance shall not be less than 30 feet or to the lot line, whichever is less. Trees are allowed within the defensible space provided that the distance between the crowns of adjacent trees, overhead electrical facilities and structures is not less than ten feet. (IWUIC 603.2/ 603.2.2) Trees within the defensible space must be pruned to remove limbs located within 6' of the ground surface. Maintenance of required defensible space shall be in accordance with IWUIC 604.
- All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. (IWUIC 403.6).
- **2023 National Electrical Code**
 - There are no known significant changes to this code.



Possible Alternatives.

- 1) The Council may consider adopting more restrictive amendments to one or more of the mandatory codes (i.e., 2024 International Building, Existing Building, Fire, Mechanical, and Fuel Gas codes – and 2023 National Electric Code).
- 2) The Council may consider not adopting the voluntary adopted codes at this time or adopting different amendments to the voluntary codes (i.e., Wildland Urban Interface, Residential, Plumbing, and Energy Conservation Codes).

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses with the following policies:

Policy 2.1.a: Construct energy efficient buildings:

Policy 2.4.d: Use energy efficient building systems and appliances

Policy 3.4.e: Protect development against seismic activity

Policy 3.4.F: Protect development against wildfire

The adoption of the state-mandated and voluntary building and fire codes will support all of the above policy goals. While the staff is not recommending that we adopt the most current 2024 Energy Code, the existing energy code already requires very energy efficient buildings that balance cost to the builder and conservation of energy. The Fire Department is also proposing to expand the WUI boundary to include the entire Town which will strengthen our protections against wildfire risk.

Fiscal Impact.

None Identified.

Staff Impact.

The Building Department and JH Fire/EMS have invested considerable time in assessing the new building and fire codes under consideration and in preparation for proposal of code adoption and will be continuing to spend considerably more time in reviewing and educating the public on the new codes.

Attachments or Links.

List of significant changes to the 2024 Building Codes

List of significant changes to the 2024 Fire Code and Wildland Urban Interface Code

Suggested Motion.

I move to direct Staff to prepare Ordinances that provide for the adoption as currently amended or as directed by Council of the 2024 International Building, Fire, Wildland Urban Interface, Electrical (2023), Mechanical, Residential, Plumbing, and Fuel Gas Codes.

STAFF REPORT



Meeting Date:	November 18, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	First Reading Jackson Municipal Code Title 7, Animals	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review the final draft of the substantive and technical updates to Title 7, which were initially discussed with Council on February 26, 2024 and subsequently at the October 21, 2024 Workshop, and or Council to review an amendment to Title 9 associated with updating Title 7.

Requested Action.

Staff request Council review the final drafts and either approve them as drafted at first reading or provide feedback regarding further desired changes.

Recommendations.

Staff recommend moving the ordinances at first reading.

Background.

The Town periodically updates the Municipal Code to ensure its applicability and content match the community's and municipality's needs and remains relevant. To update each title, the Legal Department works closely with appropriate staff for each to, first, identify policy questions and present them to Council for consideration and, second and relatedly, identify necessary technical updates for functionality/practicality. The following progress has been made thus far:

Title 1 – General Provisions Outstanding	Title 10 – Vehicles <i>Complete</i>
Title 2 – Personnel <i>Complete</i>	Title 10 – Vehicles <i>Complete</i>
Title 5 – Business Licensing <i>Complete</i>	Title 12 – Public Places <i>Outstanding</i>
Title 6 – Liquor <i>Complete</i>	Title 13 – Utilities <i>Outstanding</i>
Title 7- Animals <i>Currently before Council</i>	Title 15 – Buildings <i>Complete (third reading 9/16)</i>
Title 8 – Health and Safety <i>Outstanding</i>	Title 16 – Housing <i>Currently before Council</i>
Title 9 – Public Peace Morals <i>Complete</i>	

The Council considered Title 7 updates on February 26, 2024 and the significant policy discussions centered on allowing bees within Town, allowing chickens within Town, and changing the status quo of dogs in Town parks. Council subsequently reviewed a draft redline and directed further changes – specifically to not allow bees and chickens within the Town – and directed staff to present ordinances and resolutions for initial readings on November 18, 2024.

Analysis & Key Policy Questions.

All key policy questions have been discussed and resolved at the previous meetings.

Possible Alternatives.

Council could elect to:

- 1) Not update Title 7 and Title 9.
- 2) Update Title 7 and/or Title 9 with additional/different changes directed today.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

Revenue: Depends. Rate and fee changes in Title 7 are set forth in and approved as part of the Master Fee Schedule Resolution amendments. If chickens are allowed in the Town, there will be added cost for the shelter, which will be addressed via the budget process, not the Title updates.

Expense: Minimal.

- The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances.
- The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.

Attachments or Links.

- Final clean version of Title 7
- Final clean version of Title 9
- Final redline version of Title 7
- Final redline version of Title 9

Suggested Motion.

I move to approve Ordinances AL and AM on first reading.

ORDINANCE AM

AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Title 7 of the Town of Jackson Municipal Code is hereby amended to read as set forth in **Exhibit A** attached hereto, copies of which are on file in the office of the Town Clerk and on the Town of Jackson website and available for inspection.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 2024.

PASSED 2ND READING THE _____ DAY OF _____ 2024.

PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____ 2022. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

TITLE 7
ANIMALS

Chapter 7.02 DEFINITIONS, AUTHORITY, AND IMPOUNDMENT

7.02.010 Definitions.

A. The following definitions shall apply to this Title:

1. *Animal* means any living creature, domestic or wild, other than a human.
2. *Animal Control Officer* means any peace officer or other person designated by the State, County, or Town to enforce State, County, and Town laws and regulations pertaining to Animals and animal control.
3. *Animal Shelter* means a facility recognized by the Town for the purpose of housing, impounding, caring for, and disposing of Animals held under the authority of State, County, and Town laws and regulations. Animal Shelter as used in this Title includes the staff of the Animal Shelter.
4. *At Large* means an Animal which is off the Premises of the Owner and is not under the Control of the Owner.
5. *Control* means under immediate, continuous physical control of an Animal secured by a Leash that is not harmful or injurious to the Animal and which is managed by a person capable of physically restraining the Animal; or under voice control regardless of circumstances or distractions that may be encountered, and the Owner shall at all times be clearly and fully within unobstructed sight and hearing of the Animal. Voice control shall mean the Animal returns immediately to and remains by the side of the Owner in response to a single command of the Owner.
6. *Corral Space* means any building, yard, field, pasture, shed, stable, corral, or enclosure wherein Horses are kept, maintained, harbored, or boarded.
7. *Dangerous Animal* means an animal which is dangerous to the public health or safety if exposed in public, and includes but is not limited to, black bear, grizzly bear, mountain lion, wolf, bobcat, coyote, badger, porcupine, raccoon, red fox, skunk, and animals defined as predatory animals in Wyoming State Statute.
8. *Dog* means any domesticated canine breed excluding wolf, coyote, fox, other wild canine species, or any hybrid thereof.
9. *Domestic Animal* means an Animal habituated to live in or about the homes of human beings.
10. *Feral cat* means a cat that lives outside, does not have an owner, is unsocialized to people, and typically avoids contact with humans. A feral cat is not domesticated, is wild, and is not owned or controlled by anyone.
11. *Fowl* means chickens, ducks, geese, turkeys, pheasants, ostriches, grouse, peacocks, guinea fowl, partridges, quails, and any other birds used for producing eggs or meat.
12. *Horse* means horses, ponies, mules, and donkeys.

13. *Impound or Impoundment* means the act of taking or receiving an Animal into custody in accordance with the provisions of this Title for placement in the Animal Shelter by the Animal Shelter or an Animal Control Officer.
14. *Leash* means a thong, cord, rope, chain, reins, or similar device which restrains an Animal and which is not more than six feet in length.
15. *Livestock* means Horses, cattle, swine, sheep, goats, hogs, Fowl, llamas, alpacas, bees, or other Animals generally used for food or in the production of food or fiber.
16. *Owner* means a person who owns, harbors, keeps, maintains or has charge over an Animal. Proof that a person is in control of a Premises where an Animal is usually kept, harbored, or maintained shall establish a prima facie presumption that such person is the Owner of such Animal. The parent or guardian of an Owner shall be deemed the Owner for purposes of this Title when the Owner is under the age of 18 years.
17. *Premises* means the real or personal property owned, leased, controlled, or occupied by the Owner of the Animal.
18. *Rodent* means mice, rats, and voles.
19. *Supplemental Feed* means any feed product, and includes but is not limited to any human food, garbage, pet food, hay, salt, mineral supplements, forage product or supplements, grain, honey, seed, and birdseed
20. *Vehicle* means any device in, upon, or by which any person or property is or may be transported.
21. *Vicious Animal* means an Animal which has bitten or attacked, or attempted to bite or attack, a person or another Animal either at a place where the person or Animal is legally entitled to be or without provocation, or an Animal which is known or reasonably should be known to have a propensity to bite or attack persons or other Animals without provocation.
22. *Wildlife* means any nondomestic animal.
23. *Wildlife Attractant* means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed products, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.

(Ord. _____ §1 (Exh. A), 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 § 2, 2005; Ord. 789 §§ 2—6, 2004; Ord. 146 § 1, 1971).

7.02.020 Purpose—Authority—General provisions. Repealed.

(Ord. _____ § 1, 2024 (Exh. A); Ord. 920 § 2, 2009; Ord. 793 § 14, 2005; Ord. 180 § 1, 1975; Ord. 146 § 14, 1971).

7.02.025 Authority for Animal Control – Interference.

- A. Animal Control Officers are authorized to enforce the provisions of this Title and Impound Animals. Animal Control Officers are allowed to do the following to Impound Animals:
 1. Place or authorize the use of humane and safe traps on public property, or private property at the request of the property owner or occupant; and

2. Utilize safe and humane chemicals to capture Animals if other means fail.
- B. After making a reasonable effort to locate the Owner, Animal Control Officers, or other emergency responders, may use any reasonable means necessary under the circumstances to enter a Vehicle and remove an Animal if the Animal appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other environmental conditions that could reasonably be expected to constitute a hazard to the Animal.
 - C. It is unlawful for any person to obstruct, impede, interfere with, or resist any Animal Control Officer while the Animal Control Officer is engaged in the lawful performance of their official duties.
- (Ord. _____ § 1 (Exh. A), 2024).

7.02.030 Capture of Animals.

- A. Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Station is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.02.040 Impoundment.

- A. Grounds for Animal Impoundment.
 1. An Animal Control Officer may Impound any Animal that is At Large, unlicensed, abandoned, left unattended, surrendered, poses a threat to public safety or welfare, or when Impoundment is otherwise authorized in this Title.
 2. The Animal Shelter is authorized to Impound an Animal that is surrendered at the Animal Shelter.
- B. Release of Animal Impounded Animals Prior to Taking to Animal Shelter.
 1. If the Owner of an Impounded Animal can be readily identified and located, the Animal Control Officer may release the Animal to the Owner instead of taking the Animal to the Animal Shelter.
 2. The authorization for an Animal Control Officer to release an Impounded Animal to the Owner shall not absolve the Owner of liability for any violations of this Title.
- C. Notice of Impoundment.
 1. The Animal Shelter shall make reasonable efforts to determine the ownership of each Animal impounded. The Animal Shelter shall, as soon as practicable after determining ownership, notify the Owner of the Animal's Impoundment.
- D. Redemption of Impounded Animals.
 1. The Owner of an impounded Animal, or the agent of an Owner, may claim and redeem the Animal within seven days after Impoundment, which period includes the day the Animal is taken into custody, upon complying with the following requirements:
 - i. If the Animal is required to be licensed as provided in Chapter 7.12, show proof of such license, or, if the Animal is not licensed, pay for and obtain such license;

- ii. If the Animal is required to have a rabies vaccination as provided in Chapter 7.12, show proof the Animal is current on its rabies vaccination, or, if the Animal is not current the Animal will be vaccinated at the Shelter prior to release and the Owner shall be responsible for all costs therefor;
 - iii. Pay any capture fee due prior to taking possession of the Animal.
 - iv. Pay impoundment fee due prior to taking possession of the Animal; and
- 2. This subsection does not apply to Animals that are Impounded and quarantined for biting a person pursuant to Chapter 7.05 and W.S. §11-31-301(e).

E. Disposition of Impounded Animals.

- 1. If an Impounded Animal is not claimed and redeemed from the Animal Shelter by close of business on the seventh day of Impoundment and in the manner provided for in this Section, the Animal shall become the property of the Town and may be made available for adoption or humanely euthanized. If the seventh day of Impoundment falls on a Saturday, Sunday, or legal holiday, the deadline for redemption is extended to close of business on the next business day. The Animal Shelter shall have the sole discretion to determine the disposition of the Animal once the Animal is the property of the Animal Shelter.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 8, 2005; Ord. 789 §§ 10, 11, 2004; Ord. 710 § 1, 2002; Ord. 647 § 1, 2000; Ord. 371 § 3, 1987; Ord. 252 § 1, 1979; Ord. 194 § 6, 1976; Ord. 146 §§ 7, 8, 1971).

7.02.045 Possession of impounded animals.

- A. It is unlawful for any person to have in their possession, care, or custody any Impounded Animal that has not been properly released by the Animal Shelter.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 15, 2005; Ord. 213 § 2, 1977).

7.08.60 Adoption.

- A. The adoption of any Animal shall be by a person deemed by the Animal Shelter to be a responsible and suitable owner for that Animal. The adopter of the Animal shall comply with the following:
 - 1. Pay an adoption fee prior to taking possession of the Animal;
 - 2. License the Animal as provided in Chapter 7.12 if the Animal is to remain in Teton County prior to taking possession of the Animal;
- B. The Animal Shelter may have each adopted Animal implanted with an identifying microchip.

(Ord. ____ §1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 9, 2005; Ord. 711 § 1, 2002; Ord. 648 § 1, 2000; Ord. 252 § 2, 1979).

7.02.055 Fees – Established; Payment.

- A. Fees for adoption, capture, licensure, and Impoundment are hereby established, which fees may be set by resolution, may be amended from time to time by resolution, and are nonrefundable.

(Ord. ____ § 1 (Exh. A), 2024).

7.02.060 Repealed.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

Chapter 7.04 KEEPING ANIMALS

7.04.010 Keeping certain animals unlawful.

- A. It is unlawful for any person to keep, maintain, harbor, or board any Livestock, Dangerous Animals, Wildlife, Feral Cats, or Fowl in the Town except as permitted in this Chapter.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 1, 1970).

7.04.20 Keeping horses on public land.

- A. It is unlawful for any person to keep, maintain, harbor, or board any Horse on any property owned, leased, or controlled by the Town unless permission is obtained by the Town Manager, or their designee.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 2, 1970).

7.04.030 Keeping horses – Corral Space.

- A. It is unlawful for any person to keep, maintain, harbor, or board Horses in areas of the Town where Horses are allowed unless the Horses are confined in a Corral Space.
- B. A Corral Space shall comply with the following :
1. A minimum of 800 square feet for one to two Horses.
 2. A minimum of 1,000 square feet for three Horses.
 3. A minimum of 1,200 square feet for four Horses.
 4. A minimum of 1,200 square feet plus 200 square feet per each additional Horse for more than four Horses.
 5. Be maintained in a condition that is clean and sanitary, including but not limited to, not having an excessive accumulation of manure, filth, or debris, and not being infested with flies.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.04.040 Keeping horses—Areas where prohibited.

It is unlawful for any person to keep, maintain, harbor, or board Horses in the Prohibited Horse Area, which is hereby established, and which contours are as set forth in resolution, which resolution may be amended from time to time.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 139 § 1, 1971; Ord. 130 § 3.1, 1970).

7.04.080 Keeping horses—Cleanliness of premises. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 6, 1970).

7.04.090 Keeping horses—Premises—Spraying for flies. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 188 § 4, 1976; Ord. 130 § 7, 1970).

7.04.110 Exceptions.

This Chapter shall not apply to the Teton County Fair Grounds and the Town Manager, or their designee, may waive the requirements of this Chapter for special events and youth programs.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 11, 1970).

7.04.120 Keeping Dogs and Cats— quantity.

It is unlawful to have more than two dogs over the age of three months and more than three cats over the age of three months, totaling a maximum of five of these Animals, living on one any Premises within the Town.

(Ord. _____ § 1 (Exh. A), 2024).

Chapter 7.05 ANIMAL CARE AND CONTROL REGULATIONS GENERALLY

7.05.010 Responsibility of owner.

Owners are responsible for their Animals.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.05.020 Public nuisances.

A. It is unlawful for the Owner of any Animal to do any of the following:

1. Permit the Animal to be At Large within the Town or to trespass on public or private property without the prior approval of the property owner.
2. Permit the Animal to unreasonably disturb the peace and quiet of any neighborhood or person by allowing the Animal to make frequent, continuous, excessive, or untimely noise, including but not limited to barking, whining, and howling.
3. Permit their Premises to accumulate animal feces to a degree that creates unsanitary conditions or a situation where offensive odors emanate from the Premises.
4. Permit the Animal to damage or destroy in any manner public or private property, real or personal, not owned or occupied by the Owner.

5. Permit the Animal to defecate on public or private property not owned or occupied by the Owner without immediately removing the feces, securing the feces in a bag, wrapper, or other suitable container, and disposing of the feces in a sanitary manner.
6. Allow the Animal to enter or be upon any Town park, including but not limited to the Town Square, North Park, Miller Park, Phil Baux Park, Snow King Ball Park, Powderhorn Park, Powderhorn Ball Park, Mike Yokel Park, Rangeview Park, Garaman Park, and Mateosky Ball Park.
7. Spread, scatter, distribute, or deposit in any manner any Animal feces on any property not owned or occupied by the Owner without the express permission of the owner or occupant of the property.
8. Permit the Animal to chase, stalk, threaten, or otherwise harass people or passersby when the person or passerby is in a place where they have a legal right to be.
9. Permit the Animal to attack, chase, stalk, or threaten other Domestic Animals.
10. Permit the Animal to chase passing Vehicles.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 §§ 2, 13, 2005; Ord. 789 §§ 2—6, 2004; Ord. 293 § 1, 1982; Ord. 253 § 1, 1979; Ord. 213 § 3, 1977; Ord. 146 § 1, 1971).

7.05.030 Vicious Animals.

- A. It is unlawful for any Owner to keep, maintain, harbor, or board a Vicious Animal unless the animal is properly restrained, secured, or muzzled to prevent it from injuring a person or another Animal or damaging property.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 1004 § 1, 2012; Ord. 920 § 2, 2009; Ord. 793 § 10, 2005; Ord. 146 § 11, 1971).

7.05.032 Biting animals.

- A. It is unlawful for an Animal to bite any person that causes bodily injury or to bite another Domestic Animal that causes an open wound. This subsection does not apply to the following:
 1. The person bit was committing or attempting to commit a criminal offense against the Owner;
 2. The person bit was unlawfully present at the location where the bite occurred;
 3. The person bit knowingly tormented, provoked, abused, or inflicted injury upon the Animal which resulted in the bite;
 4. A police dog in the performance of official duties; or
 5. A veterinarian treating the Animal.
- B. The Owner of the Animal that is in violation of this Section shall be liable for the violation.
- C. Any Animal that bites a person may be Impounded and held in quarantine as provided in W.S. § 11-31-301(e).

(Ord. ____ § 1 (Exh. A), 2024).

7.05.035 Dog chasing, injuring, or killing livestock or wildlife.

- A. It is unlawful for any Owner to permit a dog to chase, threaten, injure, or kill any livestock or wildlife unless the dog was attempting to protect Livestock or other property.
- B. A dog found chasing, threatening, injuring, or killing any Livestock or Wildlife may be Impounded.
- C. This section does not limit the ability of a peace officer to kill a dog under the circumstances provided in W.S. § 11-31-301(d) or W.S. § 23-3-109.

(Ord. _____ § 1 (Exh. A), 2024).

7.05.040 Disposal of dead animals.

A. Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Station is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 16, 2005; Ord. 649 § 1, 2000; Ord. 146 §§ 11, 15, 1971).

Chapter 7.08 TREATMENT AND USE OF ANIMALS

7.08.010 Killing, maiming or disfiguring animals. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 14 § 1, 1926).

7.08.020 Cruelty to or neglect of animals.

- A. It is unlawful for any person, either through their action or omission, to:
 - 1. Intentionally or knowingly unnecessarily injure, beat, or cause suffering to an animal;
 - 2. Knowingly carry an animal in a manner that poses undue risk of injury or death;
 - 3. Knowingly override an animal or drive an animal when overloaded;
 - 4. Abandon an animal. The relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this Section;
 - 5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;
 - 6. Place, leave, or confine an animal, or allow an Animal to be placed, left or confined, in a Vehicle without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that would constitute a hazard to the Animal;

7. Cause the death, injury or suffering to an Animal except when performed by a licensed veterinarian or veterinary office;
8. Cause or allow an Animal to remain in its own filth, urine, or feces;
9. In the case of immediate, obvious, serious illness or injury to the Animal, fail to provide the animal with appropriate care;
10. Keep an Animal in a manner that results in chronic or repeated serious physical harm to the Animal;
11. Attach or allow to be attached a collar or harness to an Animal that is of an inadequate size so that it restricts the Animal's growth or causes damage to the Animal's skin;
12. Attach or allow to be attached a tether that is not appropriately sized for the Animal or so heavy as to restrict or burden the Animal's movements which causes harm to the Animal;
13. Tease, taunt, or provoke an aggressive reaction from an Animal;
14. Fail to place or attach a tether to avoid entanglement with chains of other Animals or other objects so as to deny the Animal convenient and safe access to food, water, or shelter;
15. Own, possess, keep, or train an Animal with the intent to allow the Animal to engage in an exhibition of fighting with another Animal;
16. For gain cause or allow any Animal to fight with another Animal;
17. Promote any Animal fighting;
18. Shoot at, place poison, a toxicant, or other substance, or otherwise intentionally act to seriously injure or destroy any Animal owned by another person while the Animal is on property where the Animal is authorized to be present;
19. Intentionally frighten, scare, or torment an Animal with loud noises;
20. Crop an Animal's ear or dock an Animal's tail unless it is performed by a licensed veterinarian; and 21. Intentionally poison any Domestic Animals or expose any poisonous substance with the intent that it be devoured by Domestic Animals.

.(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 12, 2005; Ord. 645 § 1, 2000; Ord. 609 § 1, 1998; Ord. 189 § 1, 1976; Ord. 146 § 13, 1971; Ord. 15 § 2, 1926).

7.08.030 Animals in public places.

- A. It is unlawful for an Owner to permit an Animal to leave their Premises without the Animal being under Control.
- B. It is unlawful for any person to tie, tether, or otherwise fasten an Animal to any structure or object where:
 1. The Animal is not securely tied, tethered, or otherwise fastened to the structure or object,
 2. The Animal presents a danger or nuisance; or
 3. The Animal obstructs or interferes with vehicular or pedestrian traffic along any public roadway, pathway, sidewalk, alley, or ingress/egress of any building from public property.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 1976; Ord. 15 § 3, 1926).

7.08.040 Release of animals.

- A. It is unlawful for any person to release any Animal At Large or fail to close any gate which they have opened by which any Animal may escape.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.045 Gate and fence maintenance.

- A. It shall be the Owner's responsibility to maintain and repair all gates and fences around any Animal enclosure.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.050 Herding.

- A. It is unlawful for any person to drive, herd, or cause to be driven or herded any Livestock upon any public highway, street, alley, pathway, sidewalk, or other public thoroughfare unless written permission is obtained from the Town Manager, or their designee .

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 4, 1976).

7.08.60 Vehicular collisions with Domestic Animals.

A. The driver of any Vehicle that collides with a Domestic Animal shall immediately and safely stop to render such assistance as is safely possible to the Domestic Animal, and shall take reasonable steps to notify the Owner of the Domestic Animal, or, in the event the Owner cannot be ascertained or located, to give notice to an Animal Control Officer or law enforcement.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.08.070 Supplemental feeding of wildlife.

- A. It is unlawful for any person to provide supplemental feed to wildlife.

A person engaged in the following activities that leads to wildlife accessing Supplemental Feed is not subject to liability under this section:

1. The normal feeding of Livestock;
2. Normal agricultural practices that involve raising crops and crop aftermath, including hay, alfalfa, and grains produced, harvested, stored, or fed to Livestock;
3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, and other edible materials.
5. Providing Supplemental Feed pursuant to authorization of an agency of the State of Wyoming or the United States of America.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

7.08.080 Wildlife attractants.

- A. It is unlawful for any person to knowingly store, keep, leave out, dispose of, or place any Wildlife Attractant on or about any property that is not in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105 of this Code.
- B. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 of this Code or maintained by pruning the tree branches to be at least ten feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1322 § 1, 2022).

Chapter 7.12 DOG LICENSES AND REGULATIONS

7.12.020 Dog license required.

- A. It is unlawful for a person to own or keep a dog over the age of three months within the Town for more than 30 days without a valid Town or Teton County, Wyoming license tag.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 793 §§ 4, 6, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12 025- Applications—Initial and renewal.

- A. Those seeking a license must complete an application pursuant to this section.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.
- C. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.
- D. Payment of the application fee.
- E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license is issued or renewed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 4, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12.030 License—Conditions of issuance. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 12, 1971).

7.12.040 License—Revocation. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 3, 1971).

7.12.090 Rabies vaccination required.

A. It is unlawful for any person to own or keep a dog or cat over the age of three months within the Town unless the dog or cat has a current vaccination against rabies.

B. The Owner of the dog or cat shall possess a tag or documentation from a licensed veterinarian, and the current contact information of the veterinarian, showing the dog or cat has a valid and current vaccination and provide it to an Animal Control Officer upon request.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.12.100 Rabid dog—muzzling. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 146 § 10, 1971).

7.12.110 Rabies control.

- A. If an Animal Control Officer has reason to believe an Animal has been exposed to rabies or is infected with rabies, they may order the Animal quarantined in accordance with the procedures set forth in Section 6 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.
- B. If an Animal Control Officer has reason to believe an Animal possibly exposed a person to rabies, they may order the Animal quarantined in accordance with Section 7 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.
- C. If a quarantine under this Section cannot be imposed because the Animal cannot be captured, an Animal Control Officer may euthanize the Animal after reasonable capture methods have been exhausted. Euthanasia under this Section shall be in a humane manner that avoids damage to the Animal's head.

(Ord. _____ § 1 (Exh. A), 2024)

ORDINANCE AL

AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Chapter 9.34 of the Municipal Code of the Town of Jackson is hereby repealed as follows:

9.34.010- Cruelty or neglect of animals. (REPEALED).

(Ord. ____ § 1, 2024; Ord. 1317 § 1 (Exh. A), 2022; Ord. 162 § 22, 1973).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AM

AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Title 7 of the Town of Jackson Municipal Code is hereby amended to read as set forth in **Exhibit A** attached hereto, copies of which are on file in the office of the Town Clerk and on the Town of Jackson website and available for inspection.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 2024.

PASSED 2ND READING THE _____ DAY OF _____ 2024.

PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

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 ____ 2022. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

TITLE 7 ANIMALS

Chapter 7.02 DEFINITIONS, ~~AUTHORITY~~~~ADMINISTRATION~~, AND ~~IMPOUNDMENT~~~~ENFORCEMENT~~

7.02.010 Definitions.

A. The following definitions shall apply to this Title, ~~unless otherwise stated:~~

- ~~A. Repeal. *Aggressive Manner* shall mean charging a person to within potential biting or striking distance while snapping or snarling or growling or displaying teeth in a threatening manner or exhibiting any behavior demonstrating a potential attack.~~
- ~~B~~1. *Animal* means any living creature, domestic or wild, other than a human.
- ~~C~~2. *Animal Control Officer* ~~or Officer~~ means any peace officer or other person designated by the State, County ~~Commissioners, or the Town, or another municipal government, who is qualified to perform duties under the laws, regulations or ordinances of the State, county, the Town or other municipality to enforce State, County, and Town laws and regulations~~ pertaining to Animals ~~or and~~ Animal Control ~~and shall include Animal Control employees.~~
- ~~D~~3. *Animal Shelter* means a facility recognized ~~and designated~~ by the governing body ~~Town~~ for the purpose of housing, impounding, ~~or caring for, and disposing for of~~ Animals held under the authority of ~~this title or state law~~ State, County, and Town laws and regulations. Animal Shelter as used in this Title includes the staff of the Animal Shelter.
- ~~E~~4. *At Large* means an Animal which is off the Premises of the Owner and is not under the Control of the Owner in accordance with this Title. physically off the property of its Owner and not under immediate Restraint of a competent person; or not controlled by a Leash, Lead, rope, or reins; or not in the immediate company of a competent person and obedient to that person's command; or not confined within a vehicle on a street or other enclosure.
- ~~F~~5. *Control* means under immediate, continuous physical control of an Animal secured by a Leash that is not harmful or injurious to the Animal and which is managed by a person capable of physically restraining the Animal; or under voice control regardless of circumstances or distractions that may be encountered, and the Owner shall at all times be clearly and fully within unobstructed sight and hearing of the Animal. Voice control shall mean the Animal returns immediately to and remains by the side of the Owner in response to a single command of the Owner. to exercise restraining or directing influence over, to dominate, regulate, to hold from action, to curb, and to govern.
- ~~G.~~ ~~*Close Proximity* shall mean next to its Owner or another responsible person designated by the Owner and not greater than 20 feet distance in any direction from its Owner or another responsible person designated by the Owner.~~ 6. *Corral Space* means any building, yard, field, pasture, shed, stable, corral, or enclosure wherein Horses are kept, maintained, harbored, or boarded.
- ~~H~~7. *Dangerous Animal* means an animal which is dangerous to the public health or safety if exposed in public, and includes but is not limited to, black bear, grizzly bear, mountain lion, wolf, bobcat, coyote, badger, porcupine, raccoon, red fox, skunk, and animals defined as predatory animals in Wyoming State Statute.

8. Dog means any domesticated canine breed excluding wolf, coyote, fox, other wild canine species, or any hybrid thereof.
9. Domestic Animal means an Animal habituated to live in or about the homes of human beings.
10. Feral cat means a cat that lives outside, does not have an owner, is unsocialized to people, and typically avoids contact with humans. A feral cat is not domesticated, is wild, and is not owned or controlled by anyone.
11. Fowl means chickens, ducks, geese, turkeys, pheasants, ostriches, grouse, peacocks, guinea fowl, partridges, quails, and any other birds used for producing eggs or meat.
12. Horse means ~~any horses, ponies, mules, and donkeys, ass, horse or any other solid hoofed herbivorous ungulate mammal.~~
13. Impound or Impoundment means the act of taking or receiving an Animal into custody in accordance with the provisions of this Title for placement in the Animal Shelter by the Animal Shelter or an Animal Control Officer.
14. Leash ~~/Lead~~ means a thong, cord, rope, chain, reins, or similar device which ~~holds-restrains~~ an Animal ~~in Restraint~~, and which is not more than six feet in length.
15. Livestock means Horses, cattle, swine, sheep, goats, hogs, poultry Fowl, llamas, alpacas, bees, or other Animals generally used for food or in the production of food or fiber.
- N. ~~Noisy Animal~~ means any Domestic Animal that habitually, constantly or frequently disturbs the sleep, peace or quiet of any neighborhood or person, or a Dog that excessively, continuously or untimely barks, whines or howls.
16. ~~Own and Owner~~ means a person who owns, harbors, keeps, maintains or has charge over an Animal. Proof that a person is in control of a Premises where an Animal is usually kept, harbored, or maintained shall establish a prima facie presumption that such person is the Owner of such Animal. The parent or guardian of an Owner shall be deemed the Owner for purposes of this Title when the Owner is under the age of 18 years. shall apply to any person or persons, firm, association, or corporation who shall Own, possess, keep or harbor a Domestic Animal, Fowl and/or Livestock, including the person named on an Animal registration record as Owner, or who shall permit a Domestic Animal, Livestock or Fowl to be fed or remain habitually in or about the Premises under their Control. "Owner" includes, but is not limited to, an occupant of the Premises or dwelling unit where the Animal is usually kept, if the Premises or dwelling unit are other than the Premises of the Owner shown on the registration record; or any person having Control or purporting to have Control over any Animal which is running At Large; or any person in possession of, harboring, or who allows any Animal to remain about their Premises for a period of three consecutive days or more. The parent or guardian of an Owner shall be deemed the Owner for purposes of this title when the Owner is under the age of 18 years. For purposes of recovering stolen Animals, a person named on the Animal's most recent registration record will be considered the Animal's Owner.
- P. ~~Pack~~ means a group of three or more Animals of the same species.
- Q. ~~Predatory Animal~~ means black bear, grizzly bear, mountain lion, coyote, bridger, marmot, picas, squirrels, jackrabbit, porcupine, raccoon, red fox, skunk, stray cat, or any other Animal which preys on Domestic Animals, Livestock, Fowl or humans.

~~17R.~~ *Premises* means the real or personal property owned, leased, controlled, or occupied by the Owner of the Animal ~~and includes any vehicles in which the Owner of the Animal is residing.~~

~~*Restraint* means physical Control by a responsible person by use of a Leash, Lead or other physical means to limit the Domestic Animal, Livestock or Fowl's actions or when such Animal is in Close Proximity to its Owner agent or responsible person and subject to immediate recall by said person; tethering an Animal to a stationary object not within range of a public street, sidewalk, alley or common path; or confining an Animal within a fence or other enclosure which restricts it to a particular premises. An Animal shall be deemed to be under Restraint if on the premises of its Owner or if accompanied by a responsible person and under that person's Control.~~

18. *Rodent* means mice, rats, and voles.

19. *Supplemental Feed* means any feed product, and includes but is not limited to any human food, garbage, pet food, hay, salt, mineral supplements, forage product or supplements, grain, honey, seed, and birdseed

20. *Vehicle* means any device in, upon, or by which any person or property is or may be transported.

~~21F. *Vicious Animal* means an Animal which has bitten or attacked, or attempted to bite or attack, a person or another Animal either at a place where the person or Animal is legally entitled to be or without provocation, or an Animal which is known or reasonably should be known to have a propensity to bite or attack persons or other Animals without provocation. any Animal which constitutes a physical threat to human beings or other Animals, or an Animal which, when unprovoked, bites or attacks or manifests a disposition to bite or attack any person or Domestic Animal. Proof of the fact that the Animal has bitten or attacked any person or Domestic Animal at any place where the person or Domestic Animal has a legal right to be may be used as evidence that the Animal is vicious. An certified Animal properly trained and certified properly used as a guard, sentry, or police Dog Animal shall not be considered a Vicious Animal.~~

22U. *Wildlife* means any nondomestic animal.

23. *Wildlife Attractant* means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed products, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.

(Ord. §1, 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 § 2, 2005; Ord. 789 §§ 2—6, 2004; Ord. 146 § 1, 1971).

7.02.020 Purpose—Authority—General provisions. Repealed.

~~A. The purpose of this title is to establish regulations and procedures for the registration, Control, impoundment, and general care of Animals within the Town.~~

~~B. Authority is granted cities and towns by Wyo. Stat. Ann. § 15-1-103(a)(xiv) to regulate any Animals within the Town and to provide for the operation of Animal Control and Animal Shelter services.~~

~~C. *Animal Control Officer authority.* No person shall interfere with, hinder, molest, delay, obstruct, or abuse any Officer in the exercise of theirhis duties, nor willfully set any Animal upon the Officer, or break or assist to break open any enclosure where an Animal is confined by the Officer.~~

~~1. If an Animal Control Officer observes a vehicle parked within the city Town in which Domestic Animals are confined with no visible means of ventilation or the health or safety of the Animal is threatened,~~

~~the Officer shall immediately attempt to locate the vehicle Owner or person responsible to provide for ventilation or to remove the Animal from the vehicle. If unable to locate the vehicle Owner or the person responsible within a reasonable time, the Officer will be empowered to use whatever means reasonably necessary to enter the vehicle to provide ventilation or to remove the Animal from the vehicle to preclude serious harm to the Animal.~~

~~2. Animal Control Officers are authorized to enter upon any Premises, excluding a dwelling unit, within the Town for the purpose of apprehending and impounding Animals which the Officer is authorized to impound or for any other purpose authorized in this title.~~

~~D. Trespassing on Animal Shelter or Animal Control vehicle. No person shall obtain an Animal from within the confines of the Animal Shelter, from an Animal Control vehicle, or from the custody and Control of any Animal Control Officer without the permission of the authority in charge. Any person who tampers with any lock, gate, door or fence on the Animal Control vehicle or located at the Animal Shelter or any person who climbs or attempts to climb any fence located at the Animal Shelter shall be considered a trespasser.~~

~~(Ord. _____ § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 14, 2005; Ord. 180 § 1, 1975; Ord. 146 § 14, 1971).~~

7.02.025 Authority for Animal Control – Interference.

A. Animal Control Officers are authorized to enforce the provisions of this Title and Impound Animals. Animal Control Officers are allowed to do the following to Impound Animals:

1. Place or authorize the use of humane and safe traps on public property, or private property at the request of the property owner or occupant; and

2. Utilize safe and humane chemicals to capture Animals if other means fail.

B. After making a reasonable effort to locate the Owner, Animal Control Officers, or other emergency responders, may use any reasonable means necessary under the circumstances to enter a Vehicle and remove an Animal if the Animal appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other environmental conditions that could reasonably be expected to constitute a hazard to the Animal.

C. It is unlawful for any person to obstruct, impede, interfere with, or resist any Animal Control Officer while the Animal Control Officer is engaged in the lawful performance of their official duties.

(Ord. _____ § 1, 2024).

7.02.030 Capture of Animals.

~~Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Station is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open~~

~~A. Animal Control Officers are authorized to:~~

- ~~1. Place or authorize the use of humane and safe traps in order to capture unrestrained Animals on public or private property within the Town at the request of the property Owner or occupant;~~
 - ~~2. Utilize chemicals to capture public nuisance, aggressive, or Vicious Animals;~~
 - ~~3. Capture unrestrained Animals whether At Large singly or in Packs.~~
 - ~~B. Police Officers may shoot a Vicious Animal when necessary, to avoid immediate physical threat or injury to human beings or other Animals.~~
 - ~~C. It is unlawful for any person to No person shall capture, which includes trapping, Animals, except rodents, within the Town without the express consent of an Animal Control Officer.~~
- (Ord. § 1, 2024; Ord. 920 § 2, 2009).

7.02.040 Impound~~ing~~ment.

A. Grounds for Animal Impoundment.

1. An Animal Control Officer may Impound any Animal that is At Large, unlicensed, abandoned, left unattended, surrendered, poses a threat to public safety or welfare, or when Impoundment is otherwise authorized in this Title.

The Animal Shelter is authorized to Impound an Animal that is surrendered at the Animal Shelter.

2. _____

B. Release of Animal Impounded Animals Prior to Taking to Animal Shelter.

1. If the Owner of an Impounded Animal can be readily identified and located, the Animal Control Officer may release the Animal to the Owner instead of taking the Animal to the Animal Shelter.
2. The authorization for an Animal Control Officer to release an Impounded Animal to the Owner shall not absolve the Owner of liability for any violations of this Title.

C. Notice of Impoundment.

1. The Animal Shelter shall make reasonable efforts to determine the ownership of each Animal impounded. The Animal Shelter shall, as soon as practicable after determining ownership, notify the Owner of the Animal's Impoundment.

D. Redemption of Impounded Animals.

1. The Owner of an impounded Animal, or the agent of an Owner, may claim and redeem the Animal within seven days after Impoundment, which period includes the day the Animal is taken into custody, upon complying with the following requirements:
 - i. If the Animal is required to be licensed as provided in Chapter 7.12, show proof of such license, or, if the Animal is not licensed, pay for and obtain such license;
 - ii. If the Animal is required to have a rabies vaccination as provided in Chapter 7.12, show proof the Animal is current on its rabies vaccination, or, if the Animal is not current the Animal will be vaccinated at the Shelter prior to release and the Owner shall be responsible for all costs therefor;
 - iii. Pay any capture fee due prior to taking possession of the Animal.
 - iv. Pay impoundment fee due prior to taking possession of the Animal; and
2. This subsection does not apply to Animals that are Impounded and quarantined for biting a person pursuant to Chapter 7.05 and W.S. §11-31-301(e).

E. Disposition of Impounded Animals.

1. If an Impounded Animal is not claimed and redeemed from the Animal Shelter by close of business on the seventh day of Impoundment and in the manner provided for in this Section, the Animal shall become the property of the Town and may be made available for adoption or humanely euthanized. If the seventh day of Impoundment falls on a Saturday, Sunday, or legal holiday, the deadline for redemption is extended to close of business on the next business day. The Animal Shelter shall have the sole discretion to determine the disposition of the Animal once the Animal is the property of the Animal Shelter.

~~A. Procedure generally. Unlicensed Animals, unrestrained Animals, Animals running At Large, Animals that pose a threat to public safety or welfare, or any Animal that has been treated in a cruel or inhumane manner may be taken up and impounded by an Animal Control Officer.~~

~~The Owner of any Animal so impounded may reclaim such Animal upon payment of the permit or license fee, if unpaid, and of all costs and charges incurred by the town for impoundment and maintenance of the Animal. However, an Animal Control Officer may deny or refuse return of an Animal to its Owner where there is concern for the health, safety and welfare of the Animal or the public.~~

~~1. An administrative appeal may be made to the Municipal Court of the Town of Jackson, Teton County, of the Animal Control Officer's decision to deny or refuse return of an Animal.~~

~~B. Redemption—Payment of costs. The Owner or agent of an Owner of any Animal impounded under these rules shall have the privilege of claiming such Animal within seven days after it is impounded, upon complying with the following requirements:~~

~~1. Show proof of licensure, and if no license, then obtain a license.~~

~~2. Show proof of vaccination against rabies, where applicable, and if none, then obtain the proper vaccination within two weeks of release and furnish such proof to the Jackson/Teton County Animal Shelter.~~

~~3. Pay the fees in an amount established by resolution to the Jackson/Teton County Animal Shelter.~~

~~4. Pay the Jackson/Teton County Animal Shelter in an amount established by resolution for board for each 24 hours or portion thereof. The first 24 hours of impoundment is included in the impoundment fee delineated per resolution.~~

~~C. Return to Owner without impounding. If an Animal is found running At Large and its Owner can be identified and located, such Animal need not be impounded but may, instead, be taken to the Owner. In such a case, the Animal Control Officer may cite the Owner for any violations of this chapter.~~

~~D. Notification of Owner. Upon impounding any Animal pursuant to this division, the Animal Shelter shall make reasonable efforts to ascertain the ownership and notify the Owner of each Animal so impounded.~~

~~E. Disposition of Animals.~~

~~1. Impounded Animals shall be kept for at least seven days unless reclaimed by their Owners. All Animals left unclaimed after seven days become the property of the Town.~~

~~2. Any person, who adopts an Animal after the seven-day waiting period, shall have an Animal spayed or neutered within 30 days, and secure a license for any Dog or cat so adopted. A license is not required if the Dog or cat shall not be remaining in Teton County. A licensed veterinarian shall vaccinate any Dog or cat adopted out, for rabies within 14 days if not current on its rabies vaccination.~~

(Ord. _____ § 1, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 8, 2005; Ord. 789 §§ 10, 11, 2004; Ord. 710 § 1, 2002; Ord. 647 § 1, 2000; Ord. 371 § 3, 1987; Ord. 252 § 1, 1979; Ord. 194 § 6, 1976; Ord. 146 §§ 7, 8, 1971).

7.02.045 Possession of impounded animals.

~~It is unlawful for any~~ No person ~~shall to~~ have in ~~their~~~~his or her~~ possession, care, or custody ~~or Control~~ any Impounded Animal that has not been properly released by the Animal Shelter~~an Animal Control Officer or other authorized agent or official.~~

(Ord. _____ § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 15, 2005; Ord. 213 § 2, 1977).

7.02.050 Adoption~~—Fee.~~

A. The adoption of any Animal shall be by a person deemed by the Animal Shelter to be a responsible and suitable owner for that Animal. The adopter of the Animal shall comply with the following:

1. Pay an adoption fee prior to taking possession of the Animal;

2. License the Animal as provided in Chapter 7.12 if the Animal is to remain in Teton County prior to taking possession of the Animal;

B. The Animal Shelter may have each adopted Animal implanted with an identifying microchip.

~~The Animal Shelter manager or other designated official is authorized to advertise and place for adoption all Dogs, cats or other Animals, which have been impounded for a period of not less than seven days. Any person wishing to adopt an Animal shall pay a fee in an amount established by resolution.~~

(Ord. _____ § 1, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 9, 2005; Ord. 711 § 1, 2002; Ord. 648 § 1, 2000; Ord. 252 § 2, 1979).

7.02.055 Fees – Established; Payment.

A. Fees for adoption, capture, licensure, and Impoundment are hereby established, which fees may be set by resolution, may be amended from time to time by resolution, and are nonrefundable.

(Ord. _____ § 1, 2024).

7.02.060 Repealed~~Violation—Penalty.~~

~~Any person who violates any provisions of this title for which violation no specific penalty is provided is guilty of a misdemeanor and upon conviction thereof shall be punished according to Section 1.12.010 of this Code. If any violation is continuing, each day's violation shall be deemed a separate violation.~~

(Ord. _____ § 1, 2024; Ord. 920 § 2, 2009).

Chapter 7.04 KEEPING ANIMALS ~~HORSES, PREDATORY ANIMALS, LIVESTOCK AND FOWL~~

7.04.010 Keeping certain animals unlawful.

A. It is unlawful for any person to ~~The keep~~keeping, maintaining, harboring, or boarding ~~of any~~ Livestock; ~~predatory Dangerous A~~ animals, Wildlife, Feral Cats, or ~~f~~ Fowl in the Town except as permitted in this

~~Chapter. within the corporate limits of the Town, or within any cemetery or park, or upon any ground owned, leased or controlled by the Town, for any purpose whatsoever, is a nuisance and hereafter is unlawful, except for horses as set forth in this chapter.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 130 § 1, 1970).

7.04.020 Keeping horses on public land.

~~It is unlawful for any person to The keeping, maintaining, harboring, or boarding of any Horses on any tract of land within the corporate limits of the Town, or within any cemetery or park, or upon any ground property owned, leased, or controlled by the Town for any purpose whatsoever, is a nuisance and hereafter unlawful, unless permission is obtained by the Town Council Town Manager, or their designee.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 130 § 2, 1970).

7.04.030 ~~General restrictions on~~ Keeping horses — Corral Space.

~~A. In areas where Horses are permitted, It is unlawful for any person to keep, maintain, harbor, or board Horses in areas of the Town where Horses are allowed unless the Horses are confined in a Corral Space.~~

~~B. A Corral Space shall comply with the following the following conditions apply :~~

~~1A. The keeping of one to two Horses requires a A minimum corral space of 800 square feet for one to two Horses.~~

~~2B. The keeping of three Horses requires a A minimum corral space of 1,000 square feet for three Horses.~~

~~3C. Four Horses require a A minimum corral space of 1,200 square feet for four Horses.~~

~~4D. The keeping of more than four Horses requires a A minimum corral space of 1,200 square feet plus 200 square feet per each additional Horse over for more than four Horses.~~

~~E. At the request, made in writing to an Animal Control Officer, of any person owning property adjacent to premises for which Horses are kept, all fences or structures for the confining of animals shall be a minimum distance of five feet from the requesting owner's property line.~~

~~5. Be maintained in a condition that is clean and sanitary, including but not limited to, not having an excessive accumulation of manure, filth, or debris, and not being infested with flies.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009).

7.04.040 Keeping horses—Areas where prohibited.

~~A. It is unlawful for any person to keep, maintain, harbor, or board Horses in the Prohibited Horse Area, which is hereby established, and which contours are as set forth in resolution, which resolution may be amended from time to time. No Horse may be kept within that area of the Town lying within the following boundaries:~~

~~All of that portion of the SW1/4 of Section 27, T. 41 N., R. 116 W., lying and being within the corporate limits of the Town of Jackson;~~

~~All of that portion of the NW1/4 of Section 34, T. 41 N., R. 116 W., lying and being within the corporate limits of the Town of Jackson, except that portion being described as follows: Beginning at Corner No. 1, which is 30 feet south and 2457.8 feet east of the northwest corner of said Section 34; thence south 750 feet to Corner No. 2; thence east 195 feet to Corner No. 3; thence north 750 feet to Corner No. 4; thence west 195 feet to Corner No. 1, the place of beginning.~~

~~All of that portion of the NE1/4 of Section 33, T. 41 N., R. 116 W., lying and being within the corporate limits of the Town of Jackson;~~

~~All of that portion of the SE1/4 of Section 28, T. 41 N., R. 116 W., lying and being within the corporate limits of the Town of Jackson.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 139 § 1, 1971; Ord. 130 § 3.1, 1970).

7.04.080 Keeping horses—Cleanliness of premises. Repealed.

~~An owner or caretaker of Horses kept under the provisions of this chapter must at all times keep any building, yard, shed, stable, corral, or enclosure wherein any Horses are kept, in a clean and sanitary condition and may not permit accumulations of any manure or other filth or debris.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 130 § 6, 1970).

7.04.090 Keeping horses—Premises—Spraying for flies. Repealed.

~~It is an express condition that an owner or caretaker of Horses kept under the provisions of this chapter is required to spray for flies any building, yard, shed, stable, corral or enclosure where any Horses are kept, fed or maintained, and each owner or caretaker shall be required to lime or otherwise treat such stables or such other areas, both spraying and liming to be done as frequently as may be deemed necessary by an Animal Control Officer.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 188 § 4, 1976; Ord. 130 § 7, 1970).

7.04.110 Exceptions.

This ~~e~~Chapter shall not apply to the Teton County Fair Grounds and the ~~Town Council~~Town Manager, or their designee, may, ~~for special events and youth programs~~, waive the requirements ~~for permission to keep Horses of this Chapter for special events and youth programs~~.

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 130 § 11, 1970).

7.04.120 Keeping Dogs and Cats— quantity.

~~It is unlawful to have more than two dogs over the age of three months and more than three cats over the age of three months, totaling a maximum of five of these Animals, living on one any Premises within the Town.~~

(Ord. § 1, 2024).

Chapter 7.05 ANIMAL CARE AND CONTROL REGULATIONS GENERALLY

7.05.010 Responsibility of owner.

Owners are responsible for ~~control of~~ their animals.

(Ord. § 1, 2024; Ord. 920 § 2, 2009).

7.05.020 Public nuisances.

~~A. The following are considered public nuisances and, as such, are prohibited. It is unlawful for the Owner of any Animal to do any of the following:~~

~~1A. Permit the Animal to be At Large within the Town or to trespass on public or private property without the prior approval of the property owner. *Animals at large.* No person or persons, firm, association, or corporation owning, keeping or harboring any livestock, predatory animals, fowl or domestic animals shall permit the same to run at large within the corporate limits of the Town, including trespassing on school grounds or private property.~~

~~2B. *Uncontrolled animals.*~~

~~1. A dog shall be deemed to be under control if it is in close proximity to its owner or another responsible person designated by the owner, at all times while off the premises of the owner and providing that such dog is not engaged in any action which would classify it as a nuisance under this title. In order for a dog to be considered under control it must either be under physical restraint or subject to and responsive to the verbal commands of the owner or other person asserting control of the dog such that it does not interfere with the right of others' peaceable use of the streets, pathways, sidewalks or other public or private way.~~

~~2. In addition to subsection 1 herein, a dog is not under control if it is running at large or unrestrained in the streets, along the sidewalks, or on any school ground, playground, park or place of public amusement or recreation. F~~

~~3. An animal is not under control if it molests passersby, chases vehicles, or attacks other domestic animals.~~

~~2C. Permit the Animal to unreasonably disturb the peace and quiet of any neighborhood or person by allowing the Animal to make frequent, continuous, excessive, or untimely noise, including but not limited to barking, whining, and howling. *Disturbing the peace.*~~

~~1. A noisy animal as defined in this title is deemed a disturbance of the peace and is prohibited.~~

~~3D. Permit their Premises to accumulate animal feces to a degree that creates unsanitary conditions or a situation where offensive odors emanate from the Premises. *Noxious or offensive odors.* No person shall allow a noxious or offensive odor to emanate from an animal's living environment.~~

~~4E. *Diseased animals.* An animal that becomes an untreated source of communicable disease shall be deemed a public nuisance.~~

~~F. Permit the Animal to damage or destroy in any manner public or private property, real or personal, not owned or occupied by the Owner. *Destruction of property.* No domestic animal, livestock or fowl shall chew, tear, dig in or scratch, litter or soil, destroy, or in any other manner~~

~~injure clothing, washing, garbage containers, gardens, flower beds, lawns, trees or shrubbery, fences or any other public or private property, real or personal.~~

~~5G. Excessive number of dogs. The keeping or maintaining of more than two dogs over the age of three months on any lot, residence or premises within the Town is a public nuisance.~~

~~H. Permit the Animal to defecate on public or private property not owned or occupied by the Owner without immediately removing the feces, securing the feces in a bag, wrapper, or other suitable container, and disposing of the feces in a sanitary manner. Defecation (scoop the poop). Any person who has the charge and control of any dog on any public street, sidewalk, pathway, park, pedestrian way, or any public facility, or on any school ground, or on any private property not owned or possessed by the owner or person having the charge or control of such animal shall at all times:~~

~~1. Repealed. Maintain in his/her possession sufficient suitable wrappers, bags or containers for the purpose of complying with this section;~~

~~2. Shall immediately and securely enclose all feces deposited by the animal in a bag, wrapper, or other suitable container; and~~

~~3. Dispose of collected feces in a sanitary manner.~~

~~6 This section shall not apply to any service dog accompanying any handicapped person or a police dog in the performance of law enforcement duties.~~

~~I. Animals on the pathways. No person shall allow any dog belonging to them him or her or in their his or her custody to enter upon any Pathway within the Town without the dog under leash control. This section shall not apply to any guide dog accompanying any handicapped person or a police dog in the performance of law enforcement duties.~~

~~J. Dogs and cats prohibited in Town parks. No owner of any dog or cat shall allow the dog or cat Animal to enter or be upon any Town park, including but not limited to the Town Square, North Park, Miller Park, Phil Baux Park, Snow King Ball Park, Powderhorn Park, Powderhorn Ball Park, Mike Yokel Park, Rangeview Park, Garaman Park, and Mateosky Ball Park.~~

~~7. Spread, scatter, distribute, or deposit in any manner any Animal feces on any property not owned or occupied by the Owner without the express permission of the owner or occupant of the property.~~

~~8. Permit the Animal to chase, stalk, threaten, or otherwise harass people or passersby when the person or passerby is in a place where they have a legal right to be.~~

~~9. Permit the Animal to attack, chase, stalk, or threaten other Domestic Animals.~~

~~10. Permit the Animal to chase passing Vehicles. which means every device, in, upon, or by which any person or property is or may be transported.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 §§ 2, 13, 2005; Ord. 789 §§ 2—6, 2004; Ord. 293 § 1, 1982; Ord. 253 § 1, 1979; Ord. 213 § 3, 1977; Ord. 146 § 1, 1971).

7.05.030 ~~Biting, aggressive or Vicious~~ Animals.

A. It is unlawful for any Owner to keep, maintain, harbor, or board a Vicious Animal unless the animal is properly restrained, secured, or muzzled to prevent it from injuring a person or another Animal or damaging property.

Aggressive or vicious animals.

- ~~1. No person shall allow an aggressive or vicious animal to be upon the premises of anyone other than its owner, unless the animal is muzzled or secured in an appropriate container or vehicle.~~
- ~~2. No person shall keep, harbor, or allow an aggressive or vicious animal to be upon any premises other than the owner's unless the animal is muzzled or secured in an appropriate container or vehicle occupied by him or her under his or her charge or control that may manifest a disposition to bite anyone without having the animal properly secured, contained or muzzled so as to prevent it from injuring any person, domestic animal or passersby.~~

~~B. Control of biting domestic animals.~~

- ~~1. Every owner shall take reasonable steps to prevent his or her their domestic Animal from biting a person or other domestic animal so as to break the skin or result in an open wound, or and from engaging in an unprovoked attack on any person or other domestic animal. This subsection does not apply.~~

~~This subsection shall not apply if the biting domestic animal is on the owner's premises and either the premises are clearly posted with warnings concerning the biting domestic animal or the entry onto the premises was unlawful.~~

~~This section shall not apply to a police dog in the performance of law enforcement duties, or to a veterinarian treating domestic animals.~~

- ~~2. If the Ninth Judicial Circuit Court of Teton County further finds the biting domestic animal to be vicious and has a propensity to bite any person or other domestic animal or attack any person or other domestic animal in a vicious manner again, the court may order that the biting domestic animal be disposed of in a humane manner in addition to any fines ordered. If the biting domestic animal is euthanized, the Court may order that the remains be examined for the presence of any disease communicable to humans or animals, and that all costs of destruction and analysis, expenses incurred by the victim, and impoundment fees as delineated shall be paid by the owner.~~
- ~~3. Any domestic animal that bites another domestic animal or person, other than its owner or immediate family member, which results in an open wound or attempts to attack or attacks any person or other domestic animal in a vicious manner shall be reported by the owner to an Animal Control Officer. In the event the biting domestic animal may be a carrier of rabies or other communicable diseases, it may be apprehended and impounded.~~
 - ~~i. If the owner of a dog or cat which bites can show evidence of a current valid rabies vaccination, the dog or cat shall be returned to the owner after payment of impoundment fees as delineated in this title.~~
 - ~~ii. If the owner cannot produce evidence of a current and valid rabies vaccination, the domestic animal, if capable of transmitting rabies, may be impounded and quarantined for a period of at least ten days or as long as necessary as determined by the Animal Control Officer after the attack to determine whether it has any disease which may be communicable to humans. At the discretion of the Animal Control Officer, the quarantine may be on the premises of the owner. Prior to release of the domestic animal to the owner, the owner of the animal shall pay the impoundment fees as delineated in this title.~~

iii. ~~If the owner cannot produce evidence of a current and valid rabies vaccination and the owner does not desire to proceed pursuant to Section 7.02.030(B)(3)(ii), the animal may be humanely destroyed, and its remains analyzed for the presence of any disease communicable to humans or may be forfeited to the Jackson/Teton County Animal Shelter for disposition. The owner shall pay all costs of destruction and analysis and any applicable impoundment and shelter fees and shall be responsible for any Court ordered restitution to the victim.~~

~~C. *Dog chasing, injuring or killing livestock or wildlife.* A dog chasing, injuring or killing livestock or wildlife may be impounded and a determination shall be made by the Ninth Judicial Circuit Court for Teton County as to the propensity for the dog to continue to pose a threat to livestock or wildlife. If it is determined that the dog may pose a future threat to livestock or wildlife, the Court may order that the dog be humanely disposed of or restriction be placed on the movements of the dog. This section does not limit the ability of an owner of livestock or his agent or any peace officer from killing a dog in the act of chasing, injuring or killing livestock pursuant to Wyoming Statute. This section does not limit the ability of a peace officer to utilize the provisions of Wyoming Statute that allows for killing of the dog at the time of an attack on wildlife.~~

(Ord. § 1, 2024; Ord. 1004 § 1, 2012; Ord. 920 § 2, 2009; Ord. 793 § 10, 2005; Ord. 146 § 11-, 1971).

7.05.032 Biting animals.

A. It is unlawful for an Animal to bite any person that causes bodily injury or to bite another Domestic Animal that causes an open wound. This subsection does not apply to the following:

1. The person bit was committing or attempting to commit a criminal offense against the Owner;
2. The person bit was unlawfully present at the location where the bite occurred;
3. The person bit knowingly tormented, provoked, abused, or inflicted injury upon the Animal which resulted in the bite;
4. A police dog in the performance of official duties; or
5. A veterinarian treating the Animal.

B. The Owner of the Animal that is in violation of this Section shall be liable for the violation.

C. Any Animal that bites a person may be Impounded and held in quarantine as provided in W.S. § 11-31-301(e).

(Ord. § , 2024).

7.05.035 Dog chasing, injuring, or killing livestock or wildlife.

A. It is unlawful for any Owner to permit a dog to chase, threaten, injure, or kill any livestock or wildlife unless the dog was attempting to protect Livestock or other property.

B. A dog found chasing, threatening, injuring, or killing any Livestock or Wildlife may be Impounded.

C. This section does not limit the ability of a peace officers to kill a dog under the circumstances provided in W.S. § 11-31-301(d) or W.S. § 23-3-109.

(Ord. § 1, 2024).

7.05.040 Disposal of dead animals.

A. Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Station is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open.

~~When any animal has died or has been destroyed, the remains of such animal shall be cremated by a licensed crematorium or buried beneath the surface of the ground at the Teton County Landfill or any other appropriate location. The remains of animals shall not be placed in garbage cans for pickup and disposal by employees of the franchise holder for garbage disposal in the Town. Notwithstanding the foregoing, licensed veterinary clinics, Animal Control Officers or the Animal Shelter may dispose of animals in garbage receptacles with proper notice given to the garbage disposal franchise holder.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 16, 2005; Ord. 649 § 1, 2000; Ord. 146 §§ 11, 15, 1971).

Chapter 7.08 TREATMENT AND USE OF ANIMALS

7.08.010 Killing, maiming or disfiguring animals. Repealed.

~~It shall be unlawful for any person to willfully kill, maim, inhumanely trap, or disfigure any domestic animal or administer any poison to any domestic animals or expose any poisonous substance with the intent that it be devoured by any domestic animal, unless otherwise permitted by law.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 14 § 1, 1926).

7.08.020 Cruelty to or neglect of ~~to~~ animals.

A. It is unlawful for any person, either through their action or omission, to:

1. Intentionally or knowingly unnecessarily injure, beat, or cause suffering to an animal;
2. Knowingly carry an animal in a manner that poses undue risk of injury or death;
3. Knowingly override an animal or drive an animal when overloaded;
4. Abandon an animal. The relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this Section;
5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;
6. Place, leave, or confine an animal, or allow an Animal to be placed, left or confined, in a Vehicle without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that would constitute a hazard to the Animal;

7. Cause the death, injury or suffering to an Animal except when performed by a licensed veterinarian or veterinary office;
8. Cause or allow an Animal to remain in its own filth, urine, or feces;
9. In the case of immediate, obvious, serious illness or injury to the Animal, fail to provide the animal with appropriate care;
10. Keep an Animal in a manner that results in chronic or repeated serious physical harm to the Animal;
11. Attach or allow to be attached a collar or harness to an Animal that is of an inadequate size so that it restricts the Animal's growth or causes damage to the Animal's skin;
12. Attach or allow to be attached a tether that is not appropriately sized for the Animal or so heavy as to restrict or burden the Animal's movements which causes harm to the Animal;
13. Tease, taunt, or provoke an aggressive reaction from an Animal;
14. Fail to place or attach a tether to avoid entanglement with chains of other Animals or other objects so as to deny the Animal convenient and safe access to food, water, or shelter;
15. Own, possess, keep, or train an Animal with the intent to allow the Animal to engage in an exhibition of fighting with another Animal;
16. For gain cause or allow any Animal to fight with another Animal;
17. Promote any Animal fighting;
18. Shoot at, place poison, a toxicant, or other substance, or otherwise intentionally act to seriously injure or destroy any Animal owned by another person while the Animal is on property where the Animal is authorized to be present;
19. Intentionally frighten, scare, or torment an Animal with loud noises;
20. Crop an Animal's ear or dock an Animal's tail unless it is performed by a licensed veterinarian;
and
21. Intentionally poison any Domestic Animals or expose any poisonous substance with the intent that it be devoured by Domestic Animals.

.It shall be unlawful for:

- A. Any person to knowingly and intentionally maltreat, torture or torment an animal with the intent to cause death, injury or undue suffering; to cruelly overwork, override, beat, injure, mutilate or otherwise abuse any animal; to carry an animal in a cruel or inhumane manner, or having the right and authority, to kill any animal in any way except in a humane manner.
- B. Any person to frighten or scare any animal in an enclosure or on the street by airguns, firecrackers, noisemakers, gestures, motorized vehicles, or other loud noises with the intent to torment the animal.
- C. Any owner to: fail to provide an animal with sufficient quantities of proper food, water, shelter and protection from the weather; neglect an animal; abandon an animal; or fail to provide appropriate veterinary care or sanitary living conditions.
- D. Any person to cause or encourage a dogfight, cockfight, bullfight, or any other form of combat between animals or between animals and humans, nor Own, keep, possess or train any bird,

~~fowl, dog or other animal with the intent of engaging or using the animal in an exhibition of fighting, or to permit the same to occur on premises under his charge or control. animals so kept, possessed, owned or trained may be subject to forfeiture. Nothing in this subsection shall be construed to prohibit rodeo events.~~

~~E. — A person to knowingly be present at any place where an exhibition of animal fighting is occurring for amusement or gain.~~

~~F. — Any person other than a licensed veterinarian to crop an animal's ear or dock an animal's tail.~~

~~G. — A person to leave any animal in an unattended vehicle without adequate ventilation or in such a manner as to subject the animal to extreme temperatures which adversely affect its health or welfare.~~

~~H. — A person to utilize a chain, cable or rope to restrain a dog unless it is placed or attached to avoid entanglement with chains of other dogs or any other object, and is at least three times the length of the dog as measured from the tip of its nose to the base of its tail allowing the dog convenient and safe access to water and protection from the elements.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 12, 2005; Ord. 645 § 1, 2000; Ord. 609 § 1, 1998; Ord. 189 § 1, 1976; Ord. 146 § 13, 1971; Ord. 15 § 2, 1926).

7.08.030 Leaving Animals in a public places.

A. It is unlawful for an Owner to permit an Animal to leave their Premises without the Animal being under Control.

B. It is unlawful for any person to tie, tether, or otherwise fasten an Animal to any structure or object where:

1. The Animal is not securely tied, tethered, or otherwise fastened to the structure or object,

2. The Animal presents a danger or nuisance; or

3. The Animal obstructs or interferes with vehicular or pedestrian traffic along any public roadway, pathway, sidewalk, alley, or ingress/egress of any building from public property.

~~A. — No person shall leave any animal in a public place without securely fastening such animal or allow any animal to be picketed or to graze along public thoroughfares where it may be a danger or nuisance, or tie or picket any animal so as to obstruct any sidewalk, street, alley or access to any public place. This section shall not apply to an animal engaged in the performance of law enforcement duties or a certified service animal.~~

~~B. — All dogs shall be kept under restraint when off the property of the owner. However, no owner of any dog shall restrain the dog with a leash, cord, chain, rope or other device and then secure such leash, cord, chain, rope or other device to any vehicle, mailbox, post or other structure adjacent to any roadway, doorway, pathway or sidewalk, that would allow said dog to interfere with vehicular or pedestrian traffic along any public roadway, pathway, sidewalk or entrance to any building frequented by the general public. This section shall not apply to any service dog accompanying any handicapped person or a police dog in the performance of law enforcement duties.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 189 § 1976; Ord. 15 § 3, 1926).

7.08.040 Release of animals.

- A. It is unlawful for any person to release any ~~A~~animals ~~at~~ large or fail to close any gate which they ~~or she~~ have opened by which any ~~a~~animals may escape.

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.045 Gate and fence maintenance.

- A. It shall be the Owner's ~~or lessor's~~ responsibility to maintain and repair all gates and fences around any aAnimal enclosure.

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.050 Herding~~Obedience to traffic regulations.~~

- A. ~~Unless a special permit or Town Council approval is obtained, It is unlawful for any person to drive, herd, or cause to be driven or herded the running of any~~ Livestock upon any public highway, street, alley, pathway, sidewalk, or other public thoroughfare ~~unless written permission is obtained from the Town Manager, or their designee is not allowed, and all horse riders and horse drawn vehicles are required to respect and follow the traffic ordinances of the Town unless otherwise stated and except those that by their very nature do not apply.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 189 § 4, 1976).

7.08.60 Vehicular collisions with Domestic ~~A~~animals.

- A. ~~Any motorist, while operating a vehicle, who~~ The driver of any Vehicle that collides with a Domestic ~~A~~animal shall immediately and safely stop and to immediately render such assistance as is safely possible to the Domestic Animal, and shall take reasonable steps to notify the Owner of the Domestic Animal report the incident to either the animal's owner, or, in the event the Owner cannot be ascertained ~~and or~~ located, to give notice to an Animal Control Officer or law enforcement.

(Ord. § 1, 2024; Ord. 920 § 2, 2009).

7.08.070 Supplemental feeding of wildlife.

- A. It is unlawful for any ~~No~~ person ~~shall to~~ provide supplemental feed to wildlife.

~~B. As used in this section, the term "supplemental feed" means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed, or birdseed, and any other feed product that may be consumed by wildlife. A person engaged in any of the following activities that leads to wildlife accessing Supplemental Feed is not subject to liability under this section:~~

1. The normal feeding of Livestock, ~~excluding the storage of the feed;~~
2. Normal agricultural practices that involve ~~The practice of~~ raising crops and crop aftermath, including hay, alfalfa, and grains produced, harvested, stored, or fed to ~~domestic~~ Livestock ~~in accordance with normal agricultural practices;~~

3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but ~~if and~~ only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, ~~or and~~ other edible materials.
5. ~~The person is authorized to provide~~ Supplemental feed pursuant to authorization of an agency of ~~either~~ the State of Wyoming or the United States of America.

(Ord. § 1, 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

7.08.080 Wildlife attractants.

- ~~A. As used in this section, the term "wildlife attractant" means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.~~
- ~~BA. It is unlawful for any~~ No person ~~shall to~~ knowingly store, keep, leave out, dispose of, or place any ~~wildlife attractants~~ on or about any property that is not in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105 of this Code.
- ~~C. Repeal. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105.~~
- ~~BD. Ornamental fruit bearing trees.~~ Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 of this Code or maintained by pruning the tree branches to be at least ten feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. § 1, 2024; Ord. 1322 § 1, 2022).

Chapter 7.12 DOG ~~AND CAT~~ LICENSES AND REGULATIONS

7.12.020 Dog ~~and cat~~ license required.

- A. It is unlawful for a person to own or keep a dog over the age of three months within the Town for more than 30 days without a valid Town or Teton County, Wyoming license tag. Any dog or cat residing in Town more than 30 days must be licensed.

7.12 025- Applications—Initial and renewal.

- A. Those seeking a license must complete an application pursuant to this section.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.

C. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.

D. Payment of the application fee.

E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license is issued or renewed.

~~B. Such license shall not be issued until~~

~~Payment of the applicable fee in an amount established by resolution and~~

~~presentation of a current and valid certificate subscribed by a licensed veterinarian that the dog or cat has been vaccinated against rabies, and that dog or cat is current on its rabies vaccination. The vaccination certificate shall indicate the date of vaccination, the type used and the period of immunization.~~

~~C. Licenses shall be renewed at the start of every calendar year.~~

~~D. Dogs and cats less than four months of age are exempt from having licenses.~~

~~E. Upon issuance, the license tag shall be fastened to the dog's collar or harness. Such tags shall be worn at all times when the dog is off the premises of its owner.~~

(Ord. § 1, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 4, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12.030 License—Conditions of issuance. Repealed.

~~Licenses issued in accordance with this chapter are conditioned upon the requirement for humane care of the dogs or cats and for compliance by the owner with all provisions of this chapter and other applicable state and local laws.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 12, 1971).

7.12.040 License—Revocation. Repealed.

~~The Town Clerk or an Animal Control Officer may revoke any license if the person holding the license refuses or fails to comply with this or any state or local law governing cruelty to animals or the keeping of animals. When a license is revoked, the owner of the dog or cat shall within ten days thereafter surrender the dog or cat to the animal shelter, remove the dog or cat from the Town jurisdiction or humanely euthanize the dog or cat.~~

~~No part of the license fee shall be refunded.~~

~~A. If the owner fails to surrender the dog or cat to the Animal Shelter, remove the dog or cat from the Town jurisdiction or euthanize the dog or cat being owned, kept or harbored by such person as required in this chapter, such dog or cat may be seized by an Animal Control Officer subject to a Court's disposition of the dog or cat and, thereafter, put up for adoption or humanely disposed of.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 3, 1971).

7.12.090 Rabies vaccination required.

A. It is unlawful for any person to own or keep a dog or cat over the age of ~~three~~ months within the Town unless the dog or cat has a current vaccination against rabies.

B. The Owner of the dog or cat shall possess a ~~tag or documentation~~ from a licensed veterinarian, and the current contact information of the veterinarian, showing the dog or cat has a valid and current vaccination and provide it to an Animal Control Officer upon ~~request~~.

~~A rabies certificate signed by a licensed veterinarian showing that a dog or cat has been vaccinated against rabies is required of all dog and cat owners.~~

(Ord. ~~§ 1, 2024~~; Ord. 920 § 2, 2009).

7.12.100 Rabid dog—muzzling. Repealed.

~~Whenever it becomes necessary to safeguard the public from the dangers of hydrophobia, the Mayor, if he deems it necessary, may issue a proclamation ordering every person owning a dog to confine it securely on his premises and to muzzle the dog with a muzzle of sufficient strength to prevent its biting any person. Any unmuzzled dog found within the Town during the time of the proclamation shall be seized and impounded, unless noticeably infected with rabies. All dogs so noticeably infected with rabies and displaying vicious propensities shall be killed by a Police Officer or other authorized person finding such dog, without notice to the owner. If it is determined that an impounded dog is not infected, the dog shall be released to the owner upon payment of the impounding charge provided for in this title. If unclaimed after 30 days, the dog may be summarily destroyed or adopted.~~

(Ord. ~~§ 1, 2024~~; Ord. 920 § 2, 2009; Ord. 146 § 10, 1971).

7.12.110 Rabies control.

A. If an Animal Control Officer has reason to believe an Animal has been exposed to rabies or is infected with rabies, they may order the Animal quarantined in accordance with the procedures set forth in Section 6 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.

B. If an Animal Control Officer has reason to believe an Animal possibly exposed a person to rabies, they may order the Animal quarantined in accordance with Section 7 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.

C. If a quarantine under this Section cannot be imposed because the Animal cannot be captured, an Animal Control Officer may euthanize the Animal after reasonable capture methods have been exhausted. Euthanasia under this Section shall be in a humane manner that avoids damage to the Animal's head.

(Ord. ~~§ 1, 2024~~)

ORDINANCE AL

AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Chapter 9.34 of the Municipal Code of the Town of Jackson is hereby repealed as follows:

9.34.010- Cruelty or neglect of animals. (REPEALED).

~~A. It is unlawful for any person, either through their action or omission, to:~~

- ~~1. Intentionally or knowingly unnecessarily injure or beat an animal;~~
- ~~2. Knowingly carry an animal in a manner that poses undue risk of injury or death;~~
- ~~3. Knowingly override an animal or drive an animal when overloaded;~~
- ~~4. Abandon an animal. Relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this subparagraph;~~
- ~~5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;~~
- ~~6. Place, leave, or confine an animal, or allow an animal to be placed, left or confined, in a motor vehicle or trailer without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that may cause bodily injury or death of the animal;~~
- ~~7. Cause the death, injury or suffering to an animal except when performed by a licensed veterinarian or veterinary office;~~
- ~~8. Cause or allow an animal to remain in its own filth, urine, or feces;~~
- ~~9. In the case of immediate, obvious, serious illness or injury to the animal, fail to provide the animal with appropriate care;~~
- ~~10. Keep an animal in a manner that results in chronic or repeated serious physical harm to the animal;~~
- ~~11. Attach or allow to be attached a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;~~
- ~~12. Attach or allow to be attached a tether that is not appropriately sized for the animal or so heavy as to restrict or burden the animal's movements which causes harm to the animal;~~
- ~~13. Tease, taunt, or provoke an aggressive reaction from an animal; and~~

~~14. Fail to place or attach a tether to avoid entanglement with chains of other animals or other objects so as to deny the animal convenient and safe access to shelter;~~

~~15. Own, possess, keep, or train an animal with the intent to allow the animal to engage in an exhibition of fighting with another animal;~~

~~16. For gain cause or allow any animal to fight with another animal;~~

~~17. Promote any animal fighting; and~~

~~18. Shoot, poison, or otherwise intentionally act to seriously injure or destroy any animal owned by another person while the animal is on property where the animal is authorized to be present.~~

~~B. An "animal" for purposes of this ordinance is defined as any living creature other than a human.~~

(Ord. § 1, 2024; Ord. 1317 § 1 (Exh. A), 2022; Ord. 162 § 22, 1973).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: November 18, 2024

RE: Town Manager's Report

Opportunity Grant from the Community Foundation for Friends of Pathways

Friends of Pathways (FoP) is proposing to assemble a series of stakeholder meetings and community outreach events in February or March of 2025 to determine if changes need to be made to current e-bike regulations in Teton County. To assist with the expenses of this effort, FoP has requested funding from the Community Foundation, and the Town Manager submitted a letter of support on behalf of the Town, see attached.

EPA Environmental Justice Thriving Communities Grantmakers Program:

The United State Environmental Protection Agency (EPA) is offering grants of up to \$350,000 to support projects that address specific environmental justice issues while prioritizing community representation and inclusion. Communities in EPA Region 8, which includes Wyoming, are encouraged to apply through the Mountains and Plains Environmental Justice Grants Hub. Staff seeks approval to apply for funding for two projects that are ready for implementation, as funding through this program is expected to diminish significantly in 2025. We have previously applied for grant funding for both projects but did not receive awards.

1) Energy Efficiency Upgrades for affordable housing developments, to be administered through Energy Conservation Works. This project will lower energy costs for low- and moderate-income residents, increase resilience during power outages, and reduce emissions. Grant funding will support standing up the project in one affordable housing subdivision to serve as a model for future work in other neighborhoods.

2) Electric Mobility Pilot Program, to be administered by Teton County, WY. Funding will support a pilot electric bike and car share program, which will promote affordable transportation options for disadvantaged populations, ease the parking and/or bike storage burden for participating households, lower transportation emissions, and improve air quality. Applications are due December 12th, 2024.

Upon approval of the Town Manager report, staff will communicate with S2, Teton County, and Energy Conservation Works to proceed with the grant applications and have the attached letters of support executed by Mayor Morton Levinson.

Temporary Sign Permits

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

- ✓ Soroptimist of Jackson Hole requests to hang two temporary banners at 105 Buffalo Way (Albertson's) and 750 W Broadway (Virginian Lodge) from December 1-8, 2024, to advertise their Christmas Tree Festival (P24-159).
- ✓ Jackson Hole Farmer Market on the Jackson Town Square requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from December 8-14, 2024, January 5-11, 2025, and February 23 - March 1, 2025, to advertise various dates of their Winter Market Fest (P24-160).
- ✓ Tribe JH requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from December 16-27, 2024, to advertise their Christmas Eve Service (P24-162).
- ✓ Slow Food in the Tetons requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from December 15-21, 2024, January 12-18, 2025, February 16-22, 2025 & March 9-15, 2025, to advertise various dates of their Winter People's Fest (P24-166).

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.



TOWN OF JACKSON

October 24, 2024

Community Foundation of Jackson Hole
PO Box 574
Jackson, WY 83001

RE: Letter of Support for Friends of Pathways Opportunities Grant Application

Dear Community Foundation Grants Committee Members,

I am writing to express my support for Friends of Pathways Opportunities Grant Application through the Community Foundation's Catalyst Grants Program and for the Town of Jackson's participation in a facilitated workshop and public outreach focused on e-bike regulations. As our community continues to embrace sustainable transportation options, it is essential that we develop clear and effective e-bike regulations that reflect public needs and values while ensuring that the Town and County pathways remain an enjoyable and safe space for all users.

E-bikes have become an increasingly popular mode of transportation in the Town of Jackson and Teton County, encouraging environmental sustainability and enhancing independence and accessibility for residents and visitors alike. However, with this growth comes the necessity to ensure the safety of all pathway users, including pedestrians and people using non-electric bikes. Participating in this workshop will provide Town of Jackson employees and/or elected officials with information on the best practices from other communities and valuable insights from the local public, which may lead to proposed or adopted changes in current e-bike policies. There are many public opinions surrounding e-bike usage, and it's important that all members of the public are invited to the conversation.

Thank you for all the work you have done to make Jackson Hole a great place to live and for providing grant opportunities to address complex community issues.

Sincerely,

Tyler Sinclair

Tyler Sinclair
Town Manager





ADMINISTRATION DEPARTMENT

November 18, 2024

Alexia Eslan
Project Director
Mountains and Plains Environmental Justice Grants Hub

RE: Town of Jackson supports the Jackson Affordable Housing Energy Efficiency Upgrade Project

Dear Ms. Alexia Eslan,

I am writing to express my strong support for Energy Conservation Works' (ECW) application to the Mountains and Plains Environmental Justice Grant (MAP EJ) program for the Jackson Affordable Housing Energy Efficiency Upgrade Project. With grant funds, ECW and its project partners will jumpstart an energy efficiency assessment, outreach, and education program for the region's affordable housing developments, laying the foundation for weatherization and energy efficiency upgrades to boost affordability for disadvantaged households and improve indoor air quality.

As an ECW Joint Power Board member, the Town of Jackson has an existing partnership with proven cooperation. This unique structure has proved efficient and effective for building consensus among stakeholders and bringing legitimacy to projects. Additionally, this partnership between two local governments and a utility is unique within Wyoming and serves as a model for other communities.

ECW's Affordable Housing Energy Efficiency Project supports the Town of Jackson's Sustainability Plan goal to "*prioritize funding for energy efficiency upgrades for deed-restricted housing, long-term rentals, and low-income homeowners*". This project advances our climate goals while lowering the energy burden for low-income residents and increasing resilience during extreme weather events. A winter power outage two years ago led to dangerously cold temperatures for many vulnerable residents, including those in an income-qualified housing development for senior citizens.

The Town of Jackson is ready to be engaged and supportive of the Jackson Affordable Housing Energy Efficiency Upgrade Project moving forward. We commit to

- Conduct equity-centered outreach to low income and minority populations
- Provide feedback to inform project implementation
- Assist with identifying and securing leveraged funding for future implementation

Please give Energy Conservation Works' application the highest consideration. Thank you.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson





ADMINISTRATION DEPARTMENT

November 18, 2024

Alexia Eslan
Project Director
Mountains and Plains Environmental Justice Grants Hub

RE: Town of Jackson supports the Teton County Electric Mobility Pilot Program

Dear Ms. Alexia Eslan,

I am writing to express my strong support for Teton County, Wyoming's application to the Mountains and Plains Environmental Justice Grant (MAP EJ) program for the Teton County Electric Mobility Pilot Program. Building off past experience running a bike share program, the project team will implement an electric bike and car share program by procuring bikes and vehicles, setting up docking and charging locations, and developing program management and marketing capacity. The project will promote affordable transportation access for disadvantaged populations and lower transportation emissions in support of health and sustainability.

Teton County's Electric Mobility Pilot Program supports the Town of Jackson's Sustainability Plan goal to reduce community-wide GHG emissions attributed to surface transportation 30% by 2030, including our strategy to "*pilot community-wide carshare and bikeshare program with low-emission vehicles*". Many low- and moderate- income households lack designated parking for personal vehicles or storage for bicycles. Others lack a personal vehicle entirely and are dependent upon our limited public transit system. A carshare and bikeshare program will enhance mobility options for the most vulnerable members of our community, increasing independence and promoting a sense of self-worth.

The Town of Jackson is excited to support Teton County's Electric Mobility Pilot Program because it will provide low-cost transportation options for disadvantaged community members, mitigate traffic and parking congestion, lower transportation emissions to boost air quality and health, and advance our community's ambitious climate goals. We commit to provide staff resources to help launch the program, support public engagement efforts, seek input from our Immigrant Sustainability Task Force members, and promote the program through our public communications.

Please give Teton County's application the highest consideration. Thank you.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson

