

Regular Town Council Meeting

December 2, 2024

6:00 pm

Town Council Chambers

Chair: Hailey Morton Levinson

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

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

- A. To join, click link or copy it to your browser: <https://us02web.zoom.us/j/81743022034?pwd=mO2Hx84osSeU8ee3C9EluuvK9ymjCf.1>
Or join at zoom.com with Webinar ID: **817 4302 2034** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Employee Introduction, Brooke Avery, Paralegal
 - 2. Active People, Healthy Nation Proclamation
 - 3. Proclamation Commemorating Grizzly Bear 399

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. November 18, 2024 Town Council Workshop
 - 2. November 18, 2024 Regular Town Council Meeting
- B. Disbursements
- C. Agreement for Commission of Public Artwork - Stilson Transit Center (Johnny Ziem)

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

- A. Administration

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.

1. Contract for Parking Access Revenue Control System at Millward/Simpson Garage (Charlotte Frei)
 2. Pay As You Throw Program (Tanya Anderson)
- B. Planning and Building
1. Conditional Use Permit for the Karns Meadow Master Plan (P24-130) (Tyler Valentine)
 2. Fee Schedule Public Hearing (Paul Anthony)

VI. RESOLUTIONS

- A. Resolution 24-25: A Resolution Authorizing Cooperation with WYDOT for Submission of an Application for National Scenic Byways Program Funding (Floren Poliseo)

VII. ORDINANCES

- A. Ordinances AC-AK: Ordinances Amending Title 15 Related to Building, Fire, and Electrical Codes (Kelly Sluder & Raymond Lane, Second Reading)
1. Ordinance AC: An Ordinance Amending Title 15 Regarding the International Fire Code and International Wildland-Urban Interface Code
 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 Title 15 Regarding the International Plumbing Code

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9. Ordinance AK: An Ordinance Amending Title 15 Regarding the International Fuel Gas Code
- B. Ordinances AL-AM: Ordinances Amending Titles 9 and 7 Regarding Animals (Lea Colasuonno, Second Reading)
 1. Ordinance AL: An Ordinance Amending Title 9 Regarding Cruelty to Animals
 2. Ordinance AM: An Ordinance Amending Title 7 Regarding Animals
- C. 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 a Franchise Agreement to Teton Trash Removal
 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
- D. Ordinances AN-AO: Ordinances Granting Franchise Agreements (Tanya Anderson, First Reading)
 1. Ordinance AN: An Ordinance Granting a Franchise Agreement to Star Valley Disposal, Inc.
 2. Ordinance AO: An Ordinance Granting a Franchise Agreement to New Waste Removal, LLC

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.

Brooke Avery

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

ACTIVE PEOPLE, HEALTHY NATION

WHEREAS, the Town of Jackson, WY is committed to supporting a thriving, vibrant, and healthier community for residents of all ages and abilities; and

WHEREAS, we recognize the importance of providing access to safe and convenient places to be physically active for people regardless of age, race, income, socio-economic status, disability status, and geographic location; and

WHEREAS, 1 in 2 adults live with a chronic disease and about half of this group have two or more chronic diseases; and

WHEREAS, only half of adults and one quarter of youth get the recommended amounts of aerobic physical activity they need to help reduce and prevent chronic diseases; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) is leading Active People, Healthy NationSM, a national initiative to help 27 million Americans become more physically active by 2027; and

WHEREAS, the Town of Jackson, WY recognizes its ability to expand achievable, measurable, and sustainable efforts to increase physical activity across the community by supporting Active People, Healthy Nation strategies.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, and the Jackson Town Council recognize that physical activity is one of the best things adults, children, and families in Jackson, WY can do to improve their health. And in light of the foregoing considerations the Town of Jackson hereby commits to supporting Active People, Healthy Nation.

DATED THIS 2nd DAY of DECEMBER 2024.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

PROCLAMATION COMMEMORATING GRIZZLY BEAR 399

WHEREAS, Grizzly 399 was an extremely well-known and well-watched grizzly bear; and

WHEREAS, 399 was known for her longevity and maternal instincts. She was 28 years old when she passed away recently and had raised a record 18 cubs by then; and

WHEREAS, she was a symbol of endurance and tenacity that captivated the world with her fortitude bringing up numerous broods; and

WHEREAS, countless photographers, wildlife enthusiasts, and casual visitors had the privilege of witnessing 399's perseverance and strength; and

WHEREAS, she taught us about bears and grizzlies specifically and also about the importance of protecting all wild species and wild spaces for future generations; and

WHEREAS, her life demonstrated that wild animals are not just symbols but vital, living creatures deserving respect and awe; and

WHEREAS, her death is a stark reminder that collisions with vehicles are a significant cause of wildlife deaths; and

WHEREAS, habitats are shrinking for wildlife and pushing them into developed areas; and

WHEREAS, in November of 2021 grizzly 399 walked behind Town Hall with three of her cubs in tow, emphasizing the need for greater regulations in our Town; and

WHEREAS, the Town of Jackson has taken steps to prohibit the feeding of wildlife and establish a 'Bear Conflict Zone' where bear-resistant trash containers are required to prevent bears from getting human food rewards; and

WHEREAS, grizzly bear 399 will be dearly missed and her story will continue to inspire advocacy for the protection of her kind and the preservation of the natural world; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson hereby commemorates grizzly bear 399 and her legacy. May she rest in peace.

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

NOVEMBER 18, 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: Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers. Mayor Morton Levinson was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Floren Poliseo, Bruce Abel, Brian Lenz, Paul Anthony, Michelle Weber, Shawn Stevens, Susan Scarlata, and Riley Taylor.

Announcements. There were no announcements.

Update on License Plate Reader Technology. Michelle Weber, Shawn Stevens, and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Quarterly Budget Check-In. Tyler Sinclair and Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Further Steps to Reduce Barriers to Early Childhood Education. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct staff to draft a request for proposals (RFP) to find a consultant to do another baseline study of Early Childhood Education in our community. The motion was withdrawn.

Council recessed at 2:41pm and reconvened at 2:50pm. Jessica Sell Chambers returned to the meeting at 2:55pm.

US-89 Lessons Learned Task Force. Charlotte Frei 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 direct staff to prioritize the US-89 Lessons Learned Task Force and to delay or defer other regional transportation planning until it is complete and to appoint Councilmember Jonathan Schechter to represent the Town Council on the task force. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

State Legislative Agenda and Approach. Susan Scarlata made staff comment. Andy Schwartz, the Town Council's Legislative Liaison, provided an update on the interim session. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to appoint Arne Jorgensen as the voting delegate for WAM at its Winter 2025 Conference. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve travel and accommodations for Councilmembers to attend Wyoming's 68th General Legislative Session. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There was no discussion.

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

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:37 p.m.

TOWN OF JACKSON

ATTEST:

Arne Jorgensen, Mayor Pro Tempore

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: November 27, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 18, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Michelle Weber, Sandy Birdyshaw, Jason Figueroa, Justin Lancaster, Kevin Jones, Phillip Smith, Roy Mann, Tony Matthews, Wyatt Swicegood, Heidi Schmidl, Tyler Valentine, Tanya Anderson, Susan Scarlata, and Riley Taylor. *Via Zoom*: Alex Ayling, Paul Anthony, and Kelly Sluder.

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Police Chief Michelle Weber awarded Letters of Commendation to Alex Ayling, Jason Figueroa, Justin Lancaster, Kevin Jones, Phillip Smith, Roy Mann, Tony Matthews, and Wyatt Swicegood. Arne Jorgensen presented Officer Wyatt Swicegood with a Medal of Merit. Jim Rooks proclaimed Apprenticeship Week, Jonathan Schechter proclaimed Lung Cancer Awareness Month, and Jessica Sell Chambers proclaimed Small Business Saturday.

Public Comment. Karsten Kaminski with Coco Delivery made public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the October 21, 2024 Regular Town Council Workshop, October 21, 2024 Regular Town Council Meeting, and November 4, 2024 Special Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$80.00; 950 ALPINE LANE LLC \$6,000.00; A43 ARCHITECTURE \$450.00; ABRAMS, LAURA \$5,000.00; ACE HARDWARE \$671.19; ADVANCED NETWORK MANAGEMENT, INC. \$84,464.12; AFLAC \$1,811.28; ALLEGION ACCESS TECHNOLOGIES \$9,505.70; ALPHAGRAPHICS \$448.14; AMAZON \$1,479.80; AMERICAN PUBLIC WORKS ASSOC \$1,671.00; AMERIWEST WATER SERVICES \$13,920.44; ANDERS GLASS AND TINT \$4,905.00; BISON LUMBER \$164.92; BLUE SPRUCE CLEANERS, INC \$346.79; BOLAND, ANITA \$2,200.00; BREAKFAST ROTARY OF JH \$175.00; BURKHOLDER, SHAWN \$2,039.63; CAMP ON INC \$26,600.00; CASELLE INC. \$1,973.00; CDW-GOVERNMENT \$6,910.63; CENTRALSQUARE \$360.00; CENTURYLINK \$185.45; CHARLIE'S PLUMBING OF JH \$245.00; CHASE, MATTHEW \$5,590.47; CITY OF DRIGGS \$1,503.67; COMMUNITY ENTRY SERVICES \$45,000.00; COMMUNITY SAFETY NETWORK \$5,833.33; CONRAD & BISCHOFF INC. \$17,985.86; CONTROL SYSTEM TECHNOLOGY, INC. \$14,018.00; CONWAY, LARS \$2,500.00; CORE & MAIN LP \$4,701.94; CREATIVE ENERGIES, LLC \$4,150.00; DELTA DENTAL PLAN OF WYOMING \$9,825.60; DEX IMAGING \$6,580.21; DISCOUNT SNOW STAKES \$223.15; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$150.00; E.R. OFFICE EXPRESS \$392.05; EKOS, INC \$720.00; ENDINGGATES LLC \$22,354.59; ENERGY 1 \$775.00; ENERGY LABORATORIES INC. \$1,272.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$257,957.29; FERGUSON ENTERPRISES, INC \$32.18; FIRE SERVICES OF IDAHO \$2,250.00; GARMIN USA \$64.95; GOVOS, INC \$3,162.50; GRIFFITH PARTNERSHIP LLC \$6,550.00; H & R ENTERPRISES, LLC \$1,331.93; HIGH COUNTRY LINEN \$1,920.55; HUGHES PRODUCTION \$18,090.53; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$5,953.00; INTERSTATE BATTERY \$432.85; IVY OUTDOOR SERVICES LLC \$20,177.00; JACK'S TIRE & OIL \$518.45; JACKSON CURBSIDE INC. \$810.00; JACKSON GROUP LOCKBOX \$850.94; JACKSON HOLE LAW, PC \$3,502.50; JACKSON HOLE NEWS & GUIDE \$6,632.50; JACKSON PAINT AND GLASS, INC. \$1,120.00; JH20 WATER CONDITIONING & FILTRATION \$85.00; JOE JOHNSON EQUIPMENT \$299,897.00; JORGENSEN ASSOCIATES, PC \$4,389.65; KEENAN, PETER \$2,300.00; LEADSONLINE LLC \$5,145.00; LEPCO \$645.00; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOWER VALLEY ENERGY INC \$37,242.64; MALWAREBYTES \$10,650.25; MARKMAN, JASON \$2,800.00; MASTERCARE JH \$431.60; NAPA AUTO PARTS INC. \$1,403.13; NELSON ENGINEERING \$8,140.40; OTIS ELEVATOR COMPANY \$1,420.00; PREMIER TRUCK- SALT LAKE CITY \$77.99; PRO ACCESS FLOORS \$3,691.50; QUADIENT LEASING USA, INC. \$541.68; R & A SAFETY LLC \$814.50; RAMANATHAN, BRINDA \$2,500.00; RT1 INC \$32.04; RUI INC. DBA VILLAGE GARDNER \$599.55;

SANFILLIO, MASON \$486.75; SEASONS HANDYWORKS AND PROPERTY SERVICES \$1,600.00; SHERWIN-WILLIAMS CO. \$8,624.18; SILVER CREEK SUPPLY \$106.20; SILVERSTAR \$3,858.64; SPACE EXPLORATION TECHNOLOGIES CORP \$165.00; SPRING CREEK ANIMAL HOSPITAL \$480.50; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$10,875.75; STANDARD PLUMBING SUPPLY CO. \$15.99; STONE, KIRK \$3,087.00; SUSTAINABLE STRATEGIES DC, LLC \$15,395.12; SWEET SPIRITS PRESCHOOL & CHILDCARE \$3,500.00; SYMBOLARTS, LLC \$604.00; TETON COUNTY HISTORIC \$13,425.00; TETON COUNTY-FUND 10 \$80,441.62; TETON COUNTY-FUND 13 \$12,069.90; TETON COUNTY-FUND 19 \$27,210.96; TETON LITERACY CENTER \$4,466.67; TETON MOTORS INC \$439.83; THE TIRE RACK, INC. \$3,342.88; T-MOBILE \$300.00; TRADEWINDE CONSTRUCTION LLC \$2,000.00; UCM DIGITAL HEALTH, INC \$962.00; ULINE \$2,978.77; UPPER CASE PRINTING INK \$289.95; US HOMES LLC \$1,638.00; USA BLUE BOOK \$63.99; VERIZON WIRELESS \$2,000.00; VISION SERVICE PLAN - (WY) \$1,879.66; WAMCO LAB, INC. \$550.00; WATKINS, MARK \$72.05; WEST FORK CONSTRUCTION \$76,718.00; WESTERN STATE \$856.52; WESTWOOD CURTIS \$555,955.01; WHITE GLOVE CLEANING, INC. \$5,133.13; WHITEFORD, TAYLOR & PRESTON LLP \$6,999.30; WILSON, JOHN \$2,200.00; WIND RIVER TRIBAL BUFFALO INITIATIVE \$1,500.00; WORT HOTEL \$10,952.36; WRENCH IT PLUMBING & HEATING INC \$453.75; WRIGHT, JASON \$77.83; WY WORKERS' SAFETY & COMP \$22,840.39; WYOMING DEPARTMENT OF EMPLOYM \$506.30; WYOMING IMMIGRANT ADVOCACY \$15,000.00; WYOMING LAW ENFORCEMENT \$130.00; WYOMING RETIREMENT SYSTEM \$187,015.81; WYOMING WATER DEVELOPMENT COMMISSION \$66,969.91; WYOMING.COM INC \$5.00; WYTRANS \$480.00; YELLOW IRON EXCAVATION, LLC \$2,507.00

- C. **October Municipal Court Report.** To accept the October Municipal Court Report as presented.
- D. **Bid Award for the Procurement of Two All Electric Trucks.** 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.
- E. **Bid Award for the Procurement of Three New Police Patrol Vehicles.** 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.
- F. **Memorandum of Understanding (MOU) with Jackson Hole Travel and Tourism Board for Bear-Resistant Trash Containers.** 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.
- G. **Amendment to the Restrictive Covenant Encumbering Tract 5 of Karns Meadow.** 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.
- H. **Vertical Harvest Memorandum of Lease.** To approve the Memorandum of Lease attached to the staff report, subject to minor changes by staff.
- I. **Lease of Bus Storage Facility in Etna.** 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.
- J. **Memorandum of Understanding (MOU) with Jackson Hole Travel and Tourism Board for Airport Shuttle Service Funding.** 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.
- K. **Approval of Lease for Parking at START Bus Facility.** 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.
- L. **Board of Examiners (BOE) Bylaws.** To approve the proposed update to the Bylaws Town of Jackson Board of Examiners as presented in this staff report dated November 18, 2024.

M. Consideration of Housing Restriction for 80 E. Karns (St. John's Medical Center Housing). To approve the 80 E Karns Avenue Workforce Restriction and authorize the Mayor to sign the Restriction.

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.

Mayor Morton Levinson announced that ordinances, except for those related to the Pay As You Throw Program, would be heard prior to discussion/action items.

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

Ordinance 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:

Lea Colasuonno made staff comment. Jenny Fitzgerald, Matt Kim Miller, Jimmy Lemkemeier, Fred Becker, and Kay Modi made public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances P, Q, R, S, T, U, W, Y, and Z on third reading and designate them Ordinances 1394, 1395, 1396, 1397, 1398, 1399, 1401, 1403, and 1404, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council held discussion. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to present an amendment to the Master Fee Schedule setting forth that the fee for the Planning Department’s use of outside consultants and third-party reviews, including traffic and infrastructure, environmental resources, historic resources, water quality, and other important Town resources, shall be “actual costs” of the consultants and third parties. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carries.

Council held discussion. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinance V at third reading and designate it Ordinance 1400. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance X at third reading and designate it Ordinance 1402. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Jim Rooks, Arne Jorgensen, and Jonathan Schechter in favor and Jessica Sell Chambers opposed. The motion carried.

Mayor Morton Levinson left the meeting at 6:25pm.

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 Jonathan Schechter and seconded by Jim Rooks to approve Ordinance A on third reading and designate it Ordinance 1405. Mayor Pro Tempore Jorgensen 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 Jonathan Schechter and seconded by Jim Rooks approve Ordinance B on third reading and designate it ordinance 1406. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance I. An Ordinance Amending Title 16 Regarding the Introduction to the Housing Rules and Regulations.

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:

Ordinance J. An Ordinance Amending Title 16 Regarding Housing Development Standards and Procedures.

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:

Ordinance K. An Ordinance Amending Title 16 Regarding Qualification and Eligibility.

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:

Ordinance L. An Ordinance Amending Title 16 Regarding Weighted Drawing.

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:

Ordinance M. An Ordinance Amending Title 16 Regarding Sale and Resale Standards.

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:

Ordinance N. An Ordinance Amending Title 16 Regarding Rental Standards and Procedures.

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:

Ordinance O. An Ordinance Amending Title 16 Regarding Compliance and Exception, Appeal, and Grievance Standards and Procedures.

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:

Ordinance AA. An Ordinance Amending Title 16 Regarding Occupancy and Use.

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:

Ordinance AB. An Ordinance Amending Title 16 Regarding Definitions.

AN ORDINANCE AMENDING SECTION 16.10.900, DEFINITIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

Lea Colasuonno made staff comment. There was no public comment. Council held discussion. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve Ordinances I, J, K, L, M, N, O, AA, and AB on first reading. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance AC: An Ordinance Amending Title 15 Regarding the International Fire Code and International Wildland-Urban Interface.

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:

Ordinance AD: An Ordinance Amending Title 15 Regarding the National Electrical Code.

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:

Ordinance AE: An Ordinance Amending Title 15 Regarding the International Building Code.

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:

Ordinance AF: An Ordinance Amending Title 15 Regarding the International Existing Building Code.

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:

Ordinance AG: An Ordinance Amending Title 15 Regarding the International Mechanical Code.

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:

Ordinance AH: An Ordinance Amending Title 15 Regarding Solid Fuel Burning Devices.

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:

Ordinance AI: An Ordinance Amending Title 15 Regarding the International Residential Code.

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:

Ordinance AJ. An Ordinance Amending the Title 15 International Plumbing Code.

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:

Ordinance AK. An Ordinance Amending Title 15 Regarding the International Fuel Gas Code.

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:

Paul Anthony and Lea Colasuonno made staff comment. There was no public comment. Council held discussion. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve AE, AF, AG, AH, AI, AJ, and AK on first reading, with the changes to Ordinances AI and AJ discussed tonight. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve AC and AD on first reading. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance AL. An Ordinance Amending Title 9 Regarding Cruelty to Animals.

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:

Ordinance AM. An Ordinance Amending Title 7 Regarding Animals.

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:

Lea Colasuonno and Tyler Sinclair made staff comment. There was no public comment. Council held discussion. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve Ordinances AL and AM on first reading. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:46pm and reconvened at 7:56pm. Jessica Sell Chambers returned at 7:58pm.

Pay As You Throw Program. Tanya Anderson made staff comment. Council held discussion with staff. Kaleesa Pointsett, Andy Ewing, and Becky Keifer made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to continue discussion of the Pay As You Throw item to the regularly scheduled December 2 meeting. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue Ordinances C, D, E, F, and H related to the Pay As You Throw Program to the regularly scheduled December 2 meeting. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Conditional Use Permit for the Karns Meadow Master Plan (P24-130). Tyler Valentine made staff comment. Max Moran presented on behalf of the applicant. Council held discussion with staff. Pete Karns, Ellie Strandberg, Rick Howe, Max Ludington, Jenny Fitzgerald, Sam Petri, Audrey Hagan, Les Pete, Kay Modi, Renee Sidler, Kevin Krasnow, Frances Clark, Katherine Dowson, Lorna Miller, and Nancy Hall made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue item P24-130 to the regularly scheduled December 2 meeting. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Jessica Sell Chambers left the meeting at 9:55pm.

Demolition Permits DEM24-009 Located at 155 Moran Ave. 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 Jonathan Schechter to approve a stay of 90 days on the demolition of the existing single-family home as presented in this staff report and located at 155 Moran Street. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-24: A Resolution Setting the Regular Town Council Meeting Schedule. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Resolution 24-24, a Resolution Setting the Regular Meeting schedule for the Town Council for the Town of Jackson, Wyoming as presented. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Jim Rooks requested that the phasing and pricing document be attached to the Council packet when the Karns Meadow item returns.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on a grant opportunity from the Community Foundation for Friends of Pathways, EPA Environmental Justice Thriving Communities Grantmakers Program, and temporary sign permits. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 10:01 p.m.

TOWN OF JACKSON

ATTEST:

Arne Jorgensen, Mayor Pro Tempore

Riley Taylor, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
425	ACE EQUIPMENT & SUPPLY	177633	ANNUAL LIFT INSPECTION	10/24/2024	1,200.00	.00	
425	ACE EQUIPMENT & SUPPLY	177684	BRUSH	10/31/2024	564.00	.00	
Total 425:					1,764.00	.00	
51	ACE HARDWARE	887812	STRAPS	10/31/2024	3.49	.00	
51	ACE HARDWARE	888365	CLOROX	11/15/2024	14.99	.00	
51	ACE HARDWARE	888383	CABINET SCREWS	11/05/2024	11.19	.00	
51	ACE HARDWARE	888476	SNOWBROOM	11/06/2024	19.99	.00	
51	ACE HARDWARE	888584	SUPPLIES	11/07/2024	117.38	.00	
51	ACE HARDWARE	888745	WOOD PUTTY	11/08/2024	7.99	.00	
51	ACE HARDWARE	888806	TAPE AND CONNECTORS	11/08/2024	11.99	.00	
51	ACE HARDWARE	888962	PAINT PAIL	11/11/2024	14.48	.00	
51	ACE HARDWARE	889041	VACUUM BAGS	11/11/2024	216.93	.00	
51	ACE HARDWARE	889047	dRILL BIT	11/11/2024	6.99	.00	
51	ACE HARDWARE	889128	CLEANING SUPPLIES	11/12/2024	30.87	.00	
51	ACE HARDWARE	889163	PADLOCKS	11/12/2024	43.98	.00	
51	ACE HARDWARE	889189	SCREWS	11/12/2024	8.99	.00	
51	ACE HARDWARE	889394	FILTER	11/14/2024	49.99	.00	
51	ACE HARDWARE	889402	BUNGEE CORD/ WET/DRY VAC	11/14/2024	187.96	.00	
51	ACE HARDWARE	889450	SHOW COVERS	01/15/2024	44.97	.00	
51	ACE HARDWARE	889771	TAPE AND CONNECTORS	11/18/2024	16.97	.00	
51	ACE HARDWARE	889845	TOTE AND SHOVEL	11/19/2024	69.97	.00	
Total 51:					879.12	.00	
6861	ADVANCED NETWORK MANAG	BD0073742	SUBSCRIPTION	11/13/2024	5,228.86	.00	
Total 6861:					5,228.86	.00	
7544	ALLEGION ACCESS TECHNOLO	907201649	ICE ARENA	08/22/2024	696.00	.00	
Total 7544:					696.00	.00	
6524	ALPHAGRAPHS	IX-420073	BUSINESS LICENSES	10/23/2024	182.05	.00	
6524	ALPHAGRAPHS	IX-422903	BUSINESS CARDS	11/08/2024	103.67	.00	
6524	ALPHAGRAPHS	IX-422903	BUSINESS CARDS	11/08/2024	96.92	.00	
6524	ALPHAGRAPHS	JX-424869	BUS SIGNAGE	11/14/2024	266.09	.00	
Total 6524:					648.73	.00	
3937	AMAZING TROPHIES & GIFTS	1DGD-KFVG-9	TRANSFORMER	11/19/2024	802.83	.00	
Total 3937:					802.83	.00	
5726	AMAZON	116D-LQQY-3T	CUSHION VALVE	10/30/2024	83.95	.00	
5726	AMAZON	11CT-4YQX-44	FILTERS	11/14/2024	43.99	.00	
5726	AMAZON	1C4H-M1VG-K	labels	10/22/2024	94.95	.00	
5726	AMAZON	1D6T-WFCJ-1F	BATTERY REPLACEMENT	11/12/2024	530.95	.00	
5726	AMAZON	1DFH-7TNG-F	APC NETWORK	11/11/2024	1,459.21	.00	
5726	AMAZON	1GHK-R4TT-9	CREDIT	10/15/2024	26.49-	.00	
5726	AMAZON	1JNC-9GDR-1	BOOKS	11/18/2024	103.68	.00	
5726	AMAZON	1L3J-GTXT-TP	CREDIT	10/29/2024	28.33-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1PGF-1YGR-6	WIRLESS MOUSE	11/12/2024	279.98	.00	
5726	AMAZON	1R4M-WMW1-	CAT LITTER	10/30/2024	140.00	.00	
5726	AMAZON	1RMJ-GVT7-1L	LIGHTS	11/13/2024	259.06	.00	
5726	AMAZON	1WLN-9DQ4-6	CHARGING SYSTEM	11/12/2024	239.98	.00	
5726	AMAZON	1WW3-7WL4-R	BATTERIES	11/09/2024	13.99	.00	
Total 5726:					3,194.92	.00	
660	AMERICAN PUMP COMPANY	108423	PUMP REPAIR	10/03/2024	1,533.88	.00	
Total 660:					1,533.88	.00	
4389	APPLE INC	MB34638185	IPAD PRO'S	11/15/2024	7,508.00	.00	
4389	APPLE INC	MB35375839	MBP 16 SB	11/19/2024	5,278.00	.00	
Total 4389:					12,786.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	11/08/2024	1,157.02	.00	
Total 1783:					1,157.02	.00	
4920	BEST BEST & KRIEGER	1011991	51148.0003 SILVERSTAR	11/14/2024	187.50	.00	
Total 4920:					187.50	.00	
21	BLACK HAWK INDUSTRIAL	10833544	MONITORS	11/16/2024	244.01	.00	
Total 21:					244.01	.00	
4485	BLISS CARGO	17117	DELIVERY FEES	10/30/2024	75.04	.00	
Total 4485:					75.04	.00	
7555	BRACKIN, MATT	111924	SAFETY BOOTS	11/19/2024	100.00	.00	
Total 7555:					100.00	.00	
7538	BURR, SCOTT	3	ON SITE INVENTORY	11/08/2024	11,056.61	.00	
7538	BURR, SCOTT	4	MASTER FILE UPDATE	11/15/2024	2,600.00	.00	
Total 7538:					13,656.61	.00	
544	CENTURYLINK	333897059 112	Monthly bill for account 33389705	11/07/2024	2,438.74	.00	
544	CENTURYLINK	334064254 112	ACCOUNT NUMBER 334064254	11/13/2024	54.37	.00	
Total 544:					2,493.11	.00	
50	CMI - TECO	62921	BAFFLE	11/19/2024	441.90	.00	
Total 50:					441.90	.00	
514	CONRAD & BISCHOFF INC.	IN-362996-24	DEF BULK	11/11/2024	531.98	.00	
514	CONRAD & BISCHOFF INC.	IN-375212-24	FUEL	11/15/2024	26,696.77	.00	
Total 514:					27,228.75	.00	
4887	CONTROL SYSTEM TECHNOLO	11400	CONTROL SERVICE	11/12/2024	150.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11400	CONTROL SERVICE	11/12/2024	150.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4887	CONTROL SYSTEM TECHNOLO	11401	WATER SCADA	11/12/2024	3,667.50	.00	
4887	CONTROL SYSTEM TECHNOLO	11402	WATER SCADA	11/12/2024	1,567.50	.00	
Total 4887:					5,535.00	.00	
4918	DEAN'S PEST CONTROL LLC	94480	PEST CONTROL	10/05/2024	150.00	.00	
4918	DEAN'S PEST CONTROL LLC	95250	PEST CONTROL	10/05/2024	350.00	.00	
4918	DEAN'S PEST CONTROL LLC	95251	PEST CONTROL	10/05/2024	200.00	.00	
4918	DEAN'S PEST CONTROL LLC	95584	PEST CONTROL	10/10/2024	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	95961	PEST CONTROL	10/18/2024	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	95991	PEST CONTROL	10/29/2024	100.00	.00	
Total 4918:					970.00	.00	
7268	DIMIGLIO, FRANCESCO	111924	RELEASE BOND B22-0608 45 S	11/19/2024	75,000.00	75,000.00	11/19/2024
Total 7268:					75,000.00	75,000.00	
6883	DIVISION OF CHILD SUPPORT	111424	DCSE CASE #0005405448	11/14/2024	509.23	509.23	11/14/2024
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	22861	Office Supplies	11/07/2024	526.84	.00	
3408	E.R. OFFICE EXPRESS	22867	pENS	11/07/2024	48.50	.00	
Total 3408:					575.34	.00	
7446	ELAN ONE CARD	ADMIN 3263 1	HAMPTON INN-ADMINISTRATIO	10/24/2024	183.30	183.30	11/22/2024
7446	ELAN ONE CARD	ADMIN 3263 1	HAMPTON INN-ADMINISTRATIO	10/24/2024	183.30	183.30	11/22/2024
7446	ELAN ONE CARD	ADMIN 3263 1	PINKY G'S-ADMINISTRATION	10/24/2024	70.00	70.00	11/22/2024
7446	ELAN ONE CARD	CD 3840 10/24	AMAZON-COMMUNITY DEVELO	10/24/2024	15.89-	15.89-	11/22/2024
7446	ELAN ONE CARD	CD 3840 10/24	HEALTHY BEING-COMMUNITY	10/24/2024	20.64	20.64	11/22/2024
7446	ELAN ONE CARD	CD 3840 10/24	MAIL CHIMP-COMMUNITY DEV	10/24/2024	75.00	75.00	11/22/2024
7446	ELAN ONE CARD	CD 3840 10/24	HEALTHY BEING-COMMUNITY	10/24/2024	106.68	106.68	11/22/2024
7446	ELAN ONE CARD	Finance 9639 1	CHECKR-START	10/24/2024	495.57	495.57	11/22/2024
7446	ELAN ONE CARD	Finance 9639 1	CHECKR-PERSONNEL/TOWN C	10/24/2024	200.97	200.97	11/22/2024
7446	ELAN ONE CARD	Finance 9639 1	THE WORT-MUNICIPAL JUDGE	10/24/2024	119.04	119.04	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	AT&T-INFORMATION TECHNOL	10/24/2024	127.20	127.20	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	UPLIFT-INFORMATION TECHNO	10/24/2024	25.00	25.00	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	GARMIN-INFORMATION TECHN	10/24/2024	64.95	64.95	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	APPLE-INFORMATION TECHNO	10/24/2024	95.94	95.94	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	STARLINK-INFORMATION TECH	10/24/2024	150.00	150.00	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	ALBERTSONS-INFORMATION T	10/24/2024	5.07	5.07	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	BELLROY OPERATIONS-INFOR	10/24/2024	104.24	104.24	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	LOCAL-INFORMATION TECHNO	10/24/2024	60.48	60.48	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	SP BUYPEEL-INFORMATION TE	10/24/2024	74.00	74.00	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	DISH NETWORK-TOWN-WIDE S	10/24/2024	151.74	151.74	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	OH SNAP-INFORMATION TECH	10/24/2024	88.23	88.23	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	BUBBAS-INFORMATION TECHN	10/24/2024	42.83	42.83	11/22/2024
7446	ELAN ONE CARD	IT 7309 10/24/2	AMAZON-INFORMATION TECHN	10/24/2024	78.99	78.99	11/22/2024
7446	ELAN ONE CARD	P&B 5582 10/2	APA-PLANNING	10/24/2024	598.00	598.00	11/22/2024
7446	ELAN ONE CARD	P&B 5582 10/2	STILLWEST-PERSONNEL/TOWN	10/24/2024	274.75	274.75	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	BUBBAS-POLICE - ADMINIS	10/24/2024	103.24	103.24	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	TWA HOTEL-POLICE - PATROL	10/24/2024	395.94	395.94	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	ALBERTSONS-POLICE - ADMINI	10/24/2024	10.47	10.47	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	SHELL-POLICE - PATROL	10/24/2024	47.22	47.22	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	TRAVEL STOP-POLICE - PATRO	10/24/2024	19.76	19.76	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	IACP-POLICE - PATROL	10/24/2024	750.00	750.00	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	PD 0494 10/24/	SAMS CLUB-POLICE - ADMINIS	10/24/2024	64.60	64.60	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	BEST WESTERN-POLICE - PAT	10/24/2024	123.20	123.20	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	FAIRMONT HOTEL-POLICE - PA	10/24/2024	2,395.01	2,395.01	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	EXXON-POLICE - PATROL	10/24/2024	9.67	9.67	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	MAGGIANOS-POLICE - PATROL	10/24/2024	85.67	85.67	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	VISTAPRINT-POLICE - PATROL	10/24/2024	39.41	39.41	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	OLIVE GARDEN-POLICE - PATR	10/24/2024	12.06	12.06	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	STAGE LIGHTING-POLICE - AD	10/24/2024	43.73	43.73	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	ALBERTSONS-POLICE - ADMINI	10/24/2024	263.35	263.35	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	STARBUCKS-POLICE - PATROL	10/24/2024	7.56	7.56	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	EXXON-POLICE - PATROL	10/24/2024	31.87	31.87	11/22/2024
7446	ELAN ONE CARD	PD 0494 10/24/	AUDIBLE-POLICE - PATROL	10/24/2024	15.85	15.85	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	TARGET-POLICE - PATROL	10/24/2024	50.88	50.88	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	HARRAHS LK TAHOE-POLICE -	10/24/2024	125.40	125.40	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	5.11 INC-POLICE - PATROL	10/24/2024	98.99	98.99	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	AMERICAN ASSOC-POLICE - PA	10/24/2024	375.00	375.00	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	CREEKSIDE-POLICE - PATROL	10/24/2024	63.57	63.57	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	GALLS-POLICE - PATROL	10/24/2024	1,002.18	1,002.18	11/22/2024
7446	ELAN ONE CARD	PD 2280 10/24/	CONDOR RETAIL-POLICE - PAT	10/24/2024	415.55	415.55	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	TARGET-POLICE - INVESTIGATI	10/24/2024	20.82	20.82	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	ROY ALLEN -POLICE SPECIAL	10/24/2024	339.09	339.09	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	THE COLONADE-POLICE - PAT	10/24/2024	436.70	436.70	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	MODERNICON-POLICE SPECIA	10/24/2024	188.87	188.87	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	UPS-POLICE - PATROL	10/24/2024	17.07	17.07	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	THE COLONADE-POLICE - PAT	10/24/2024	1,310.10	1,310.10	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	UPS-POLICE - INVESTIGATIONS	10/24/2024	37.70	37.70	11/22/2024
7446	ELAN ONE CARD	PD 6677 10/24/	STAPLES-POLICE SPECIAL OP	10/24/2024	49.58	49.58	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	JIMS TROPHY ROOM-POLICE S	10/24/2024	119.91	119.91	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	ROGUE -TOWN-WIDE SERVICE	10/24/2024	1,341.70	1,341.70	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	COPQUEST-POLICE - PATROL	10/24/2024	61.50	61.50	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	5.11 INC-POLICE - PATROL	10/24/2024	267.12	267.12	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	KORE ESSENTIALS-POLICE -	10/24/2024	560.78	560.78	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	OPTICS PLANET-POLICE SPECI	10/24/2024	285.68	285.68	11/22/2024
7446	ELAN ONE CARD	PD 7867 10/24/	GOLDEN THREAD-POLICE - PA	10/24/2024	304.50	304.50	11/22/2024
7446	ELAN ONE CARD	START 4059 1	COMMUNITY TRANSPORATION	10/24/2024	25.00	25.00	11/22/2024
7446	ELAN ONE CARD	START 4059 1	COMMUNITY TRANSPORATION	10/24/2024	25.00	25.00	11/22/2024
7446	ELAN ONE CARD	START 4059 1	COSTCO-START	10/24/2024	78.42	78.42	11/22/2024
7446	ELAN ONE CARD	START 4059 1	COMMUNITY TRANSPORATION	10/24/2024	25.00	25.00	11/22/2024
7446	ELAN ONE CARD	START 4059 1	STAPLES-START	10/24/2024	134.29	134.29	11/22/2024
7446	ELAN ONE CARD	START 9251 1	THE SPANISH GROUP-START	10/24/2024	19.97	19.97	11/22/2024
7446	ELAN ONE CARD	START 9251 1	COSTCO-START	10/24/2024	275.53	275.53	11/22/2024
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	10/24/2024	94.64	94.64	11/22/2024
7446	ELAN ONE CARD	START 9251 1	DOMINOS-START	10/24/2024	82.25	82.25	11/22/2024
7446	ELAN ONE CARD	START 9251 1	ALBERTSONS-START	10/24/2024	104.85	104.85	11/22/2024
7446	ELAN ONE CARD	START 9251 1	CREDIT-START	10/24/2024	51.11-	51.11-	11/22/2024
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	10/24/2024	234.76	234.76	11/22/2024
7446	ELAN ONE CARD	START 9251 1	ALBERTSONS-START	10/24/2024	24.48	24.48	11/22/2024
7446	ELAN ONE CARD	START 9251 1	ALBERTSONS-START	10/24/2024	50.06	50.06	11/22/2024
7446	ELAN ONE CARD	WWTP 2901 1	UPS STORE-SEWER DEPARTM	10/24/2024	19.78	19.78	11/22/2024
7446	ELAN ONE CARD	WWTP 2901 1	EGUAGE-SEWER DEPARTMEN	10/24/2024	20.00	20.00	11/22/2024
7446	ELAN ONE CARD	WWTP 2901 1	ALBERTSONS-SEWER DEPART	10/24/2024	35.80	35.80	11/22/2024
Total 7446:					16,470.05	16,470.05	
1134	ENERGY LABORATORIES INC.	670114	INFLUENT AND EFFLUENT	11/04/2024	193.00	.00	
1134	ENERGY LABORATORIES INC.	670115	INFLUENT AND EFFLUENT	11/04/2024	414.00	.00	
1134	ENERGY LABORATORIES INC.	671726	INFLUENT AND EFFLUENT	11/12/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	672012	BEFORE AND AFTER LIGHTS	11/13/2024	167.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1134:					1,243.00	.00	
81	EVANS CONSTRUCTION INC	11524	CHIP SEAL	11/15/2024	12,274.07	.00	
Total 81:					12,274.07	.00	
3195	FERGUSON ENTERPRISES, IN	3181709	PROT	11/07/2024	3.49	.00	
3195	FERGUSON ENTERPRISES, IN	3186513	PARTS	11/08/2024	74.87	.00	
Total 3195:					78.36	.00	
4294	FIRE SERVICES OF IDAHO	12587830	ALARM MONITORING	10/30/2024	90.00	.00	
Total 4294:					90.00	.00	
4709	FLEETPRIDE	121146266	PSI BOX WIRE	11/01/2024	81.36	.00	
4709	FLEETPRIDE	121235270	BOX WIRE	11/05/2024	379.50	.00	
Total 4709:					460.86	.00	
668	FREEDOM MAILING SERVICE I	49093	UTILITY BILLING	11/05/2024	934.65	.00	
668	FREEDOM MAILING SERVICE I	49093	UTILITY BILLING	11/05/2024	934.65	.00	
Total 668:					1,869.30	.00	
7515	GABLE, RUSSELL	112124	DOT PHYSICAL	11/21/2024	155.00	.00	
Total 7515:					155.00	.00	
4212	GILLIG LLC	41238295	WIPER BLADES	11/04/2024	258.00	.00	
Total 4212:					258.00	.00	
7137	GOVOS, INC	INV-7807	O'PTIMATION FEE	10/29/2024	6,110.11	.00	
Total 7137:					6,110.11	.00	
96	HIGH COUNTRY LINEN	0472373	MATS @ SHELTER	11/06/2024	77.62	.00	
96	HIGH COUNTRY LINEN	0472493	MATS @ TOWN HALL	11/06/2024	250.73	.00	
96	HIGH COUNTRY LINEN	0473022	HOME RANCH	11/11/2024	53.45	.00	
96	HIGH COUNTRY LINEN	0473915	shop towels	11/18/2024	86.31	.00	
96	HIGH COUNTRY LINEN	S0468779	KITCHEN TOWELS	10/14/2024	219.82	.00	
96	HIGH COUNTRY LINEN	S0472179	CLEANING SUPPLIES	11/04/2024	135.63	.00	
Total 96:					823.56	.00	
6455	HIRST APPLGATE, LLP	222518	LEGAL SERVICES	11/06/2024	110.00	.00	
6455	HIRST APPLGATE, LLP	222519	LEGAL SERVICES	11/06/2024	489.00	.00	
Total 6455:					599.00	.00	
4736	IDAHO CHILD SUPPORT RECEI	111424	case #426985	11/14/2024	564.20	564.20	11/14/2024
Total 4736:					564.20	564.20	
4677	IDEXX DISTRIBUTION, INC.	3162681518	GAMMA IRRAD	10/25/2024	1,657.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4677:					1,657.00	.00	
106	INTERSTATE BATTERY	950003831	BATTERIES	11/11/2024	419.90	.00	
106	INTERSTATE BATTERY	950003908	BATTERIES	11/18/2024	1,313.65	.00	
Total 106:					1,733.55	.00	
2	JACKSON CURBSIDE INC.	00032292	DOWNTOWN RECYCLING	10/10/2024	1,560.00	.00	
2	JACKSON CURBSIDE INC.	00032316	HOME RANCH RECYLING	11/10/2024	795.00	.00	
2	JACKSON CURBSIDE INC.	00032339	RECYCLING	11/10/2024	255.00	.00	
2	JACKSON CURBSIDE INC.	00032345	DOWNTOWN RECYCLING	11/10/2024	2,236.00	.00	
Total 2:					4,846.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1040	START ON DEMAND	11/08/2024	39,321.20	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1041	START ON DEMAND	11/08/2024	47,396.00	.00	
Total 6931:					86,717.20	.00	
7163	JACKSON GROUP LOCKBOX	682762IF	OIL FILTER	11/12/2024	160.98	.00	
7163	JACKSON GROUP LOCKBOX	682830IF	FILTERS	11/12/2024	51.02	.00	
7163	JACKSON GROUP LOCKBOX	682830IFX1	FILTER	11/13/2024	202.54	.00	
7163	JACKSON GROUP LOCKBOX	682867IF	WORKLAMP	11/13/2024	61.13	.00	
7163	JACKSON GROUP LOCKBOX	683461IF	FILTERS	11/20/2024	216.28	.00	
Total 7163:					691.95	.00	
67	JACKSON HOLE HISTORICAL S	112024	JULY - NOVEMBER	11/20/2024	12,031.25	.00	
Total 67:					12,031.25	.00	
114	JACKSON LUMBER INC	0001044619-0	CONCRETE MIX	11/11/2024	55.80	.00	
114	JACKSON LUMBER INC	0001044624-0	SONO TUBE	11/11/2024	82.84	.00	
Total 114:					138.64	.00	
115	JACKSON PAINT AND GLASS, I	1135389	INSTALL WINDSHIELDS	08/02/2024	1,120.00	.00	
115	JACKSON PAINT AND GLASS, I	1136496	WINDHSIELDS	11/06/2024	3,150.00	.00	
Total 115:					4,270.00	.00	
7442	JOE JOHNSON EQUIPMENT	P47979	BRAKE PARTS	08/22/2024	312.74	.00	
7442	JOE JOHNSON EQUIPMENT	P47992	DIRT SHOE	08/23/2024	567.72	.00	
Total 7442:					880.46	.00	
139	JORGENSEN ASSOCIATES, PC	112424	release bond e24-0022 1500 sout	11/24/2024	4,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	55010	18047 GREGORY LANE	11/14/2024	10,549.45	.00	
139	JORGENSEN ASSOCIATES, PC	55010	18047 GREGORY LANE	11/14/2024	10,549.45	.00	
139	JORGENSEN ASSOCIATES, PC	55010	18047 GREGORY LANE	11/14/2024	10,549.45	.00	
139	JORGENSEN ASSOCIATES, PC	55040	24070 SEWER FLOW	11/18/2024	3,630.00	.00	
Total 139:					39,278.35	.00	
3332	KILMER'S BG DISTRIBUTING	18474	FUEL ADDITIVE 55 GALLONS	11/18/2024	4,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3332:					4,000.00	.00	
7236	LEGEND HYDROVACING, INC	2024	SEWER PLANT	11/07/2024	6,400.00	.00	
Total 7236:					6,400.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	15514	DEDUCTIBLE 49ER INN	11/15/2024	1,000.00	.00	
Total 2224:					1,000.00	.00	
7201	LOPEZ, CHRYSYAL	111124	TRAVEL EXPENSES	11/11/2024	68.00	.00	
Total 7201:					68.00	.00	
677	MACY'S SERVICES	39916	FLOOR DRAINS	10/31/2024	325.00	.00	
Total 677:					325.00	.00	
3373	MINOR, JEREMY	111224	DOT Physical Reimbursement - J	11/12/2024	155.00	.00	
Total 3373:					155.00	.00	
6766	MOHROR, SCOTT	111324	LICENSE RENEWAL	11/13/2024	90.00	.00	
Total 6766:					90.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7287790001	PARTS	10/24/2024	341.50	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7287790002	NUTS	11/08/2024	9.50	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7319702001	MISC PARTS	11/07/2024	196.33	.00	
Total 4623:					547.33	.00	
257	NAPA AUTO PARTS INC.	265554	ADAPTER	11/05/2024	120.00	.00	
257	NAPA AUTO PARTS INC.	265596	FORX	11/05/2024	44.64	.00	
257	NAPA AUTO PARTS INC.	265752	PARTS	11/06/2024	74.99	.00	
257	NAPA AUTO PARTS INC.	265834	OIL FILTER	11/06/2024	4.44	.00	
257	NAPA AUTO PARTS INC.	265950	HEADLIGHTS	11/06/2024	12.59	.00	
257	NAPA AUTO PARTS INC.	266373	APPLICATOR	11/08/2024	6.49	.00	
257	NAPA AUTO PARTS INC.	266487	ADAPTER	11/08/2024	51.72	.00	
257	NAPA AUTO PARTS INC.	266601	LAMP	11/09/2024	43.62	.00	
257	NAPA AUTO PARTS INC.	266856	AIR FILTER	11/11/2024	13.33	.00	
257	NAPA AUTO PARTS INC.	266896	FLEET PADS	11/11/2024	173.93	.00	
257	NAPA AUTO PARTS INC.	267332	OIL FILTER	11/12/2024	48.43	.00	
257	NAPA AUTO PARTS INC.	267418	OIL FILTER	11/13/2024	17.77	.00	
257	NAPA AUTO PARTS INC.	267437	OIL	11/13/2024	51.73	.00	
257	NAPA AUTO PARTS INC.	267511	SENSOR	11/13/2024	18.89	.00	
257	NAPA AUTO PARTS INC.	267594	CREDIT	11/13/2024	79.32-	.00	
257	NAPA AUTO PARTS INC.	267706	TAPE	11/14/2024	63.51	.00	
257	NAPA AUTO PARTS INC.	267734	REMINDER LABELS	11/14/2024	69.98	.00	
257	NAPA AUTO PARTS INC.	267913	OIL FILTER	11/14/2024	100.16	.00	
257	NAPA AUTO PARTS INC.	268282	Brakes	11/15/2024	52.62	.00	
257	NAPA AUTO PARTS INC.	268555	ROLL	11/18/2024	65.99	.00	
Total 257:					955.51	.00	
1504	ONE CALL OF WYOMING	73239	OCTOBER TICKETS	11/11/2024	260.62	.00	
1504	ONE CALL OF WYOMING	73239	OCTOBER TICKETS	11/11/2024	260.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1504:					521.25	.00	
7356	ONTKO, BRYAN	103024	DOT PHYSICAL	10/30/2024	155.00	.00	
7356	ONTKO, BRYAN	111824	TRAVEL EXPENSES	11/18/2024	255.60	.00	
Total 7356:					410.60	.00	
4398	PALAZZOLO, MICHAEL	111824	MONTHLY IT HARDWARE	11/18/2024	77.83	.00	
Total 4398:					77.83	.00	
5972	PEERY, JEREMIAH	111824	DUTY BOOTS	11/18/2024	96.00	.00	
Total 5972:					96.00	.00	
7490	PHOENIX CARS LLC	PS-INV104783	RETROFIT KIT	08/15/2024	195.00	.00	
Total 7490:					195.00	.00	
7052	PITTS, JASON	112124	DOT PHYSICAL	11/21/2024	155.00	.00	
Total 7052:					155.00	.00	
4894	PLATT	5R61082	PARTS	11/18/2024	3,569.45	.00	
Total 4894:					3,569.45	.00	
7508	POINT S DRIGGS	6014103	TIRES	11/04/2024	863.92	.00	
7508	POINT S DRIGGS	6014309	FALKEN	11/13/2024	306.98	.00	
Total 7508:					1,170.90	.00	
6483	PREMIER TRUCK- SALT LAKE C	775652918	BELT	11/04/2024	166.76	.00	
6483	PREMIER TRUCK- SALT LAKE C	775654095	LAMP	11/06/2024	147.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775650812	CREDIT	11/07/2024	112.85-	.00	
Total 6483:					201.72	.00	
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	10/30/2024	1,000.00	.00	
Total 6613:					1,000.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	4527	SNOW REMOVAL	11/01/2024	487.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	4529	SNOW REMOVAL	11/01/2024	375.00	.00	
Total 5812:					862.50	.00	
6965	SAGEBRUSH INVESTORS, LLC	111924	RELEASE BOND B18-0301 550	11/19/2024	20,000.00	20,000.00	11/19/2024
6965	SAGEBRUSH INVESTORS, LLC	111924	RELEASE BONDB18-0301 LAND	11/19/2024	1,875.00	1,875.00	11/19/2024
Total 6965:					21,875.00	21,875.00	
7549	SCHAEFFER, BRENT	100924	REFUND WATER AND SEWER1	10/09/2024	39.40	39.40	11/19/2024
Total 7549:					39.40	39.40	
6721	SENECA COMPANIES, INC	S-INV041235	RED TAGS	10/31/2024	363.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6721:					363.38	.00	
7240	SERENITY DEVELOPMENT	111924	RELEASE BOND E24-0075 260	11/19/2024	6,000.00	6,000.00	11/19/2024
7240	SERENITY DEVELOPMENT	111924	RELEASE BOND E24-0046 260	11/19/2024	4,000.00	4,000.00	11/19/2024
7240	SERENITY DEVELOPMENT	111924	RELEASE E24-0029 260 E DELO	11/19/2024	100,000.00	100,000.00	11/19/2024
Total 7240:					110,000.00	110,000.00	
7435	SHORELINE CONSULTING	0000273	EQUITY TASK FORCE	11/13/2024	4,976.35	.00	
Total 7435:					4,976.35	.00	
4548	SILVER CREEK SUPPLY	0018349545-0	VALVE	11/04/2024	59.57	.00	
4548	SILVER CREEK SUPPLY	0018356911-00	BRASS BUSHINGS	11/04/2024	49.86	.00	
Total 4548:					109.43	.00	
585	SINCLAIR, TYLER	111324	TRAVEL REIMBURSEMENT	11/13/2024	122.66	.00	
Total 585:					122.66	.00	
3961	SPECTRUM	173067801110	MONTHLY SERVICES	11/07/2024	99.99	.00	
Total 3961:					99.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634009	ANIMAL CARE	10/29/2024	360.25	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634010	ANIMAL CARE	10/29/2024	51.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634011	ANIMAL CARE	10/29/2024	51.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634258	ANIMAL CARE	11/04/2024	110.61	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634260	ANIMAL CARE	11/04/2024	64.24	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634351	ANIMAL CARE	11/06/2024	17.17	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634642	ANIMAL CARE	11/14/2024	47.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634643	ANIMAL CARE	11/14/2024	61.25	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634644	ANIMAL CARE	11/14/2024	59.10	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634645	ANIMAL CARE	11/14/2024	74.42	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634646	ANIMAL CARE	11/14/2024	53.76	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634875	ANIMAL CARE	11/20/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634876	ANIMAL CARE	11/20/2024	101.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634877	ANIMAL CARE	11/20/2024	101.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634878	ANIMAL CARE	11/20/2024	101.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634879	ANIMAL CARE	11/20/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634880	ANIMAL CARE	11/20/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634881	ANIMAL CARE	11/20/2024	101.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634882	ANIMAL CARE	11/20/2024	101.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334634883	ANIMAL CARE	11/20/2024	1,374.27	.00	
Total 1505:					2,927.66	.00	
251	STANDARD PLUMBING SUPPLY	XPYH13	BRASS PARTS	11/04/2024	36.40	.00	
Total 251:					36.40	.00	
7553	STAR VALLEY DISPOSAL	126191	TRASH SERVICE	10/15/2024	117.00	.00	
Total 7553:					117.00	.00	
6703	Teton County Alternative to Incarc	111524	1ST QUARTER	11/15/2024	13,905.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6703:					13,905.99	.00	
1443	TETON COUNTY CLERK	102824	JHPSRC RADIO BUDGET	10/28/2024	82,486.35	.00	
Total 1443:					82,486.35	.00	
2362	TETON COUNTY PUBLIC HEALT	25-1674	DRINKING WATER TESTS	10/31/2024	200.00	.00	
Total 2362:					200.00	.00	
6902	TETON COUNTY PUBLIC WORK	2025-3	TASK WORK ORDER #2 STILSO	11/18/2024	9,572.12	.00	
6902	TETON COUNTY PUBLIC WORK	2025-3	TASK WORK ORDER #1 GRANT	11/18/2024	6,094.47	.00	
Total 6902:					15,666.59	.00	
268	TETON MOTORS INC	5111657	deflector	11/06/2024	124.80	.00	
268	TETON MOTORS INC	5111673	sensor	11/07/2024	60.74	.00	
268	TETON MOTORS INC	5111680	PAD KIT	11/08/2024	138.06	.00	
Total 268:					323.60	.00	
4046	TIMBERLINE CONCRETE	12551	CONCRETE	10/23/2024	487.50	.00	
Total 4046:					487.50	.00	
7552	TLOUGAN, MARIA	1002	SEWER EASEMENT RESEARCH	11/08/2024	250.00	.00	
Total 7552:					250.00	.00	
6591	T-MOBILE	967529416 112	MONTHLY SERVICES	11/01/2024	62.30	.00	
Total 6591:					62.30	.00	
6363	TMSC LLC	2024-005-113C	INSTALL THERMOSTAT	11/18/2024	342.00	.00	
6363	TMSC LLC	2024-005-113F	GENERAL MAINTENANCE	11/18/2024	240.00	.00	
6363	TMSC LLC	2024-005-113S	SERVER ROOM	11/18/2024	18,877.20	.00	
6363	TMSC LLC	2024-005-113S	SNOW KING HOUSING	11/18/2024	151.88	.00	
Total 6363:					19,611.08	.00	
7311	TOP TIER TOOLS LLC	CEP40364750	SOCKETS	11/12/2024	27.00	.00	
Total 7311:					27.00	.00	
7554	TRITECH FORENSICS	101424	BBF	10/14/2024	100.40	.00	
Total 7554:					100.40	.00	
4649	ULINE	185157707	OUTDOOR MIRROR	11/04/2024	244.13	.00	
4649	ULINE	185185403	CABLE TIES	11/04/2024	791.15	.00	
Total 4649:					1,035.28	.00	
1949	VERIZON WIRELESS	9977718483	MONTHLY SERVICES	11/01/2024	11,052.05	.00	
Total 1949:					11,052.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6319	VIRGINIAN VILLAGE CONDO H	1166	HOA FEES	01/01/2024	1,080.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	Admin 2963 10	TETON COUNTY CLERK-PERS	10/25/2024	13.55	13.55	11/22/2024
3420	VISA	Admin 2963 10	APA-PERSONNEL/TOWN CLER	10/25/2024	295.00	295.00	11/22/2024
3420	VISA	Admin 2963 10	INDEED-START	10/25/2024	288.87	288.87	11/22/2024
3420	VISA	Admin 2963 10	PLANETIZEN-PERSONNEL/TOW	10/25/2024	149.95	149.95	11/22/2024
3420	VISA	Admin 2963 10	COOLWORKS-PERSONNEL/TO	10/25/2024	169.00	169.00	11/22/2024
3420	VISA	Admin 2963 10	YEAH BUDDY PIZZA-PERSONN	10/25/2024	191.82	191.82	11/22/2024
3420	VISA	Admin 2963 10	ERENTER-EMPLOYEE HOUSIN	10/25/2024	21.95	21.95	11/22/2024
3420	VISA	Admin 2963 10	PLANETIZEN-PERSONNEL/TOW	10/25/2024	149.95	149.95	11/22/2024
3420	VISA	Admin 2963 10	BANK SUPPLIES-BUILDING INS	10/25/2024	36.81	36.81	11/22/2024
3420	VISA	Admin 2963 10	TETON COUNTY CLERK-PERS	10/25/2024	13.55	13.55	11/22/2024
3420	VISA	Admin 2963 10	ERENTER-EMPLOYEE HOUSIN	10/25/2024	21.95	21.95	11/22/2024
3420	VISA	Admin 2963 10	COOLWORKS-START	10/25/2024	169.00	169.00	11/22/2024
3420	VISA	Admin 2963 10	PEARL STREET-PERSONNEL/T	10/25/2024	223.75	223.75	11/22/2024
3420	VISA	Admin 2963 10	APA-PERSONNEL/TOWN CLER	10/25/2024	295.00	295.00	11/22/2024
3420	VISA	Admin 2963 10	ERENTER-EMPLOYEE HOUSIN	10/25/2024	21.95	21.95	11/22/2024
3420	VISA	Admin 2963 10	ERENTER-EMPLOYEE HOUSIN	10/25/2024	21.95	21.95	11/22/2024
3420	VISA	ADMIN 5511 1	WYOMING BAR-TOWN ATTORN	10/25/2024	355.00	355.00	11/22/2024
3420	VISA	Admin 6864 10	PLANETIZEN-ADMINISTRATION	10/25/2024	37.49	37.49	11/22/2024
3420	VISA	Animal 2344 10	STAPLES-ANIMAL SHELTER/CO	10/25/2024	419.31	419.31	11/22/2024
3420	VISA	Animal 2344 10	TETON TAILS-ANIMAL SHELTER	10/25/2024	32.72	32.72	11/22/2024
3420	VISA	Animal 2344 10	PETS PLACE PLUS-ANIMAL SH	10/25/2024	94.85	94.85	11/22/2024
3420	VISA	Animal 2344 10	PETS PLACE PLUS-ANIMAL SH	10/25/2024	79.07	79.07	11/22/2024
3420	VISA	Animal 2344 10	STAPLES-ANIMAL SHELTER/CO	10/25/2024	59.98-	59.98-	11/22/2024
3420	VISA	Animal 2344 10	TETON TAILS-ANIMAL SHELTER	10/25/2024	50.07	50.07	11/22/2024
3420	VISA	Animal 2344 10	REVIVAL ANIMAL HEALTH-ANIM	10/25/2024	659.98	659.98	11/22/2024
3420	VISA	Animal 2344 10	PETS PLACE PLUS-ANIMAL SH	10/25/2024	25.43	25.43	11/22/2024
3420	VISA	Animal 2344 10	SMITHS-ANIMAL SHELTER/CON	10/25/2024	42.66	42.66	11/22/2024
3420	VISA	Animal 2344 10	SMITHS-ANIMAL SHELTER/CON	10/25/2024	6.88	6.88	11/22/2024
3420	VISA	Animal 2344 10	CREDIT-ANIMAL SHELTER/CON	10/25/2024	60.35-	60.35-	11/22/2024
3420	VISA	Animal 2344 10	SHERWIN WILLIMAS-ANIMAL S	10/25/2024	57.48	57.48	11/22/2024
3420	VISA	Animal 2344 10	TETON TAILS-ANIMAL SHELTER	10/25/2024	62.49	62.49	11/22/2024
3420	VISA	Animal 2344 10	SMITHS-ANIMAL SHELTER/CON	10/25/2024	85.94	85.94	11/22/2024
3420	VISA	Animal 2344 10	PETS PLACE PLUS-ANIMAL SH	10/25/2024	19.98	19.98	11/22/2024
3420	VISA	Animal 2344 10	TETON TAILS-ANIMAL SHELTER	10/25/2024	47.24	47.24	11/22/2024
3420	VISA	Animal 2344 10	SMITHS-ANIMAL SHELTER/CON	10/25/2024	55.94	55.94	11/22/2024
3420	VISA	CD 1016 10/25	CASPER STAR TRIBUNE-COMM	10/25/2024	16.99	16.99	11/22/2024
3420	VISA	Finance 5412 1	SNAKE RIVER ROADTING-TOW	10/25/2024	120.00	120.00	11/22/2024
3420	VISA	PD 0355 10/25/	HOLIDAY STATIONS-POLICE - P	10/25/2024	52.01	52.01	11/22/2024
3420	VISA	PD 0355 10/25/	TRES GATO COFFEE-POLICE -	10/25/2024	8.54	8.54	11/22/2024
3420	VISA	PD 0355 10/25/	TEXAS ROADHOUSE-POLICE -	10/25/2024	45.40	45.40	11/22/2024
3420	VISA	PD 0355 10/25/	CHEVRON-POLICE - PATROL	10/25/2024	47.70	47.70	11/22/2024
3420	VISA	PD 0355 10/25/	WALMART-POLICE SPECIAL OP	10/25/2024	18.20	18.20	11/22/2024
3420	VISA	PD 0355 10/25/	TETON TAILS-POLICE SPECIAL	10/25/2024	25.43	25.43	11/22/2024
3420	VISA	PD 0355 10/25/	SIDEWINDERS-PERSONNEL/TO	10/25/2024	103.64	103.64	11/22/2024
3420	VISA	PD 0355 10/25/	SUSHI -POLICE - PATROL	10/25/2024	44.82	44.82	11/22/2024
3420	VISA	PD 0355 10/25/	MAVERIK-POLICE - PATROL	10/25/2024	44.01	44.01	11/22/2024
3420	VISA	PD 0355 10/25/	AED PROFESSIONALS-POLICE	10/25/2024	1,264.00	1,264.00	11/22/2024
3420	VISA	PD 0355 10/25/	TEXAS ROADHOUSE-POLICE -	10/25/2024	37.05	37.05	11/22/2024
3420	VISA	PD 0355 10/25/	COWBOY COFEE-POLICE - PAT	10/25/2024	200.00	200.00	11/22/2024
3420	VISA	PD 0355 10/25/	PILOT-POLICE - PATROL	10/25/2024	23.02	23.02	11/22/2024
3420	VISA	PD 0355 10/25/	TOWN PLACE SUUITES-POLICE	10/25/2024	125.28	125.28	11/22/2024
3420	VISA	PD 0355 10/25/	RAISING CANES-POLICE - PATR	10/25/2024	10.71	10.71	11/22/2024
3420	VISA	PD 0355 10/25/	SPRINGHILL SUITES-POLICE -	10/25/2024	115.82	115.82	11/22/2024
3420	VISA	PD 0355 10/25/	INTOXIMETERS-POLICE - PATR	10/25/2024	735.00	735.00	11/22/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	PD 0355 10/25/	SNAKE RIVER ROASTING-POLI	10/25/2024	65.00	65.00	11/22/2024
3420	VISA	PD 1064 10/25/	HSGI -POLICE - PATROL	10/25/2024	639.58	639.58	11/22/2024
3420	VISA	PW 4142 10/25	CREEKSIDE-FLEET SHOP	10/25/2024	100.52	100.52	11/22/2024
3420	VISA	PW 4142 10/25	PSI SERVICES-WATER DEPART	10/25/2024	106.00	106.00	11/22/2024
3420	VISA	PW 4142 10/25	CSCI EQUIPMENT-PUBLIC WOR	10/25/2024	2,850.09	2,850.09	11/22/2024
3420	VISA	PW 4142 10/25	FMCSA D & A-PUBLIC WORKS	10/25/2024	125.00	125.00	11/22/2024
3420	VISA	PW 4142 10/25	CSCI EQUIPMENT-PUBLIC WOR	10/25/2024	356.08	356.08	11/22/2024
3420	VISA	PW 4704 10/25	UEP HOKKAIDO-TOWN ENGINE	10/25/2024	17.65	17.65	11/22/2024
3420	VISA	PW 4704 10/25	BLINDS.COM-EMPLOYEE HOUS	10/25/2024	154.99	154.99	11/22/2024
3420	VISA	PW 4704 10/25	EXXON-TOWN ENGINEER	10/25/2024	54.10	54.10	11/22/2024
3420	VISA	PW 4704 10/25	UW CASHIER-TOWN ENGINEER	10/25/2024	100.00	100.00	11/22/2024
3420	VISA	PW 4704 10/25	OFFICE OF WATER PROGRAMS	10/25/2024	200.00	200.00	11/22/2024
3420	VISA	PW 4704 10/25	CUTTYS-STREET	10/25/2024	202.56	202.56	11/22/2024
3420	VISA	PW 4704 10/25	TETON HABITAT RESTORE-EM	10/25/2024	63.60	63.60	11/22/2024
3420	VISA	PW 4704 10/25	RAMKOTA-TOWN ENGINEER	10/25/2024	116.00	116.00	11/22/2024
3420	VISA	START 1214 1	DOODLE-START	10/25/2024	83.40	83.40	11/22/2024
3420	VISA	Victim 9126 10/	ANTLER INN-VICTIM SERVICES	10/25/2024	169.00	169.00	11/22/2024
3420	VISA	Victim 9126 10/	OTC BRANDS-VICTIM SERVICE	10/25/2024	188.87	188.87	11/22/2024
3420	VISA	Victim 9126 10/	CONOCO-VICTIM SERVICES	10/25/2024	36.53	36.53	11/22/2024
3420	VISA	Victim 9126 10/	ANTLER INN-VICTIM SERVICES	10/25/2024	169.00	169.00	11/22/2024
3420	VISA	Victim 9126 10/	CHARGE PREZI-VICTIM SERVIC	10/25/2024	36.00	36.00	11/22/2024
3420	VISA	Victim 9126 10/	PILOT-VICTIM SERVICES	10/25/2024	37.68	37.68	11/22/2024
3420	VISA	Victim 9126 10/	EXXON-VICTIM SERVICES	10/25/2024	32.28	32.28	11/22/2024
3420	VISA	Victim 9126 10/	COCA COLA-VICTIM SERVICES	10/25/2024	27.00	27.00	11/22/2024
3420	VISA	Victim 9126 10/	SUPPORT STORE-VICTIM SERV	10/25/2024	99.00	99.00	11/22/2024
3420	VISA	Victim 9126 10/	PEARL STREET-VICTIM SERVIC	10/25/2024	45.86	45.86	11/22/2024
Total 3420:					13,209.66	13,209.66	
7550	WBC PROPERTIES	111124	DEPOSIT 69-7	11/11/2024	2,150.00	.00	
Total 7550:					2,150.00	.00	
6226	WEST COAST CODE CONSULT	UT24-579B-01	PLAN REVIEW FEES	11/07/2024	4,590.00	.00	
Total 6226:					4,590.00	.00	
1640	WESTERN STATE	IN002982574	KEY	11/01/2024	32.35	.00	
Total 1640:					32.35	.00	
2802	WESTWOOD CURTIS	111924	2024 W JACKSON WATER PROJ	11/19/2024	28,500.00	.00	
Total 2802:					28,500.00	.00	
7548	WISZ, JEFFREY	111324	BAIL REFUND	11/13/2024	1,000.00	1,000.00	11/19/2024
Total 7548:					1,000.00	1,000.00	
6704	WSP USA ENVIRONMENT & INF	40100240	PROFESSIONAL SERVICES	10/17/2024	10,316.25	.00	
Total 6704:					10,316.25	.00	
2842	YELLOW IRON EXCAVATION, LL	241101110502	TRASH REMOVAL @ SHELTER	10/31/2024	192.00	.00	
Total 2842:					192.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					717,694.52	238,667.54	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

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

STAFF REPORT



Meeting Date:	December 2, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Agreement For Commission of Public Artwork – Stilson Transit Center	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider an Agreement for Commission of Public Artwork which will be located at the future Stilson Transit Center.

Requested Action.

Staff is requesting consideration of an Agreement for Commission of Public Artwork at the future Stilson Transit Center.

Recommendations.

Staff recommend approval of the Agreement for Commission of Public Artwork at the future Stilson Transit Center.

Background.

Teton County, Wyoming is the direct recipient of a federal BUILD (Better Utilizing Investments to Leverage Development) transportation grant from the U.S. Department of Transportation for the Teton Mobility Corridor Improvements project. The Stilson Transit Center is one of 13 project components of the BUILD transportation grant, of which the Town of Jackson is a sub-recipient of those BUILD Grant funds.

Analysis & Key Policy Questions.

The Council last discussed this item during the July 15, 2024, Regular Council meeting, at which time, Council approved an Agreement for Final Design of Public Artwork for artwork to be located at the future Stilson Transit Center. The Agreement for Final Design of Public Artwork allowed the selected artist to take their concept design to final design.

The Agreement for Commission of Public Artwork is an agreement that will allow the artist, Patrick Marold Studios Inc., to fabricate, ship, and install the new artwork at the future Stilson Transit Center.

Key Policy Question: Does Council wish to approve the Agreement for Commission of Public Artwork for the future Stilson Transit Center?

Possible Alternatives.

Possible alternatives for this item include:

- Not approving the Agreement for Commission of Public Artwork
- Other

Comprehensive Plan & Priority Alignment.

- Chapter 3 – Responsible Growth Management
 - Principle 3.2 – Enhance suitable locations as Complete Neighborhoods
 - Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods
- Chapter 8 – Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
 - Policy 8.1.b: Coordinate with independent service providers

Fiscal Impact.

Fiscal impact in approving the Agreement for Commission of Public Artwork for the future Stilson Transit Center includes compensating the artist a cost not to exceed \$110,000 to fabricate, ship, and install their approved final design. The public art component for the future Stilson Transit Center was approved at the Joint Information Meeting on June 5, 2023, for a cost not to exceed \$200,000. Since that time, staff was awarded a \$75,000 National Endowment for the Arts “Our Town” grant to help fund the new Stilson Transit Center artwork.

Staff Impact.

Staff impact on this item included roughly three hours of review by the Legal Department and roughly two hours of Public Works staff time reviewing and editing the final agreement.

Attachments or Links.

- Agreement for Commission of Public Artwork
- Patrick Marold Studios Inc. final design

Suggested Motion.

I move to approve an Agreement for Commission of Public Artwork for the future Stilson Transit Center in a cost not to exceed \$110,000 and authorize the Mayor to execute all necessary documents.

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

This AGREEMENT FOR COMMISSION OF ARTWORK is made and entered into between Town of Jackson ("**Client**"), and _____, an individual ("**Artist**") (the Client and the Artist are sometimes referred to herein as the "**Parties**"). This Agreement for Commissioning of Public Artwork, and all schedules incorporated by reference hereto, shall hereinafter be referred to as "**Agreement.**"

WHEREAS, the Client solicited a Final Design of a public artwork (hereinafter called "**Artwork**") to be sited in Stilson Transit Center, in Teton County, Wyoming (hereinafter called "**Site**"); and

WHEREAS, the Artist submitted a proposal for the Final Design pursuant to the Client's request for proposals; and

WHEREAS, the Client approved the Artist's Final Design for the Site as described in the Agreement for Final Design of Public Artwork previously executed between the Parties "Final Design Agreement"; and

WHEREAS, the Parties desire to set forth the terms upon which the Artist will produce and install the Artwork for the Client;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

A. GENERAL

1. The Artist shall fabricate, ship, install and perform all services as necessary for the fabrication of the Artwork, excluding the foundation which shall be installed by the Client to the specifications of the Artist, at the Site as described in **Exhibit A**, attached hereto and made a part hereof by this reference.
2. The permanent locations for the Artwork at the Site shall be as described on the rendering/diagram attached hereto as **Exhibit B**, attached hereto and incorporated herein by reference. The Artist shall design and construct the Artwork so that as installed it will be structurally safe and sound in compliance with all the requirements of the 2021 International Building Code as adopted by Teton County, Wyoming, and any other applicable codes and standards, including Seismic Standards.
3. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the fabrication, shipping, and installation of the Artwork at the Site in accordance with the specified schedule as set forth below. Services shall be performed in

a professional manner and in strict compliance with all terms and conditions in this Agreement.

4. Subject to review and acceptance by the Client as set forth in this Agreement, the Artist shall determine the artistic expression, design, color, size, dimensions, and materials of the Artwork.
5. In the design, execution, fabrication, installation and documentation of the Artwork, the Artist shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to Worker's Compensation insurance and employee liability insurance.
6. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

B. EXECUTION OF THE ARTWORK

1. **Final Design**

- a. The Artist shall submit a detailed, Client approved, Final Design (hereinafter the "**Design**"), budget, and construction drawings, including engineered stamped plans for the foundation design.

2. **Changes to Design**

- a. Prior to the execution of any change to the Final Design, Artist shall present proposed changes in writing to the Client for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions, and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Final Design. Such changes must not cause additional costs in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Final Design.
- b. If the Client approves the changes, the Client shall promptly notify the Artist in writing. (hereinafter "**Revised Design**")
- c. If the Client disapproves of the changes, the Client shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Final Design.

3. Fabrication

- a. The Artist shall fabricate the Artwork in substantial conformity with the Final Design or Revised Design. The Artist may not deviate from the approved Final Design or Revised Design without written approval of the Client.
- b. The Artist shall notify the Client of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any (hereinafter “**Schedule**”). The Schedule may be amended by written agreement.
- c. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the Client disapproves. If the Artwork is being constructed on-Site, the Artist shall avoid creating nuisance conditions arising out of the Artist’s operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the Client with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on Site. All additional workers or subcontractors must provide proof of insurance prior to entering the Site.
- d. The Client shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- e. If the Client, upon review of the Artwork, determines that the Artwork does not conform to the Final Design or Revised Design, the Client reserves the right to notify the Artist in writing of the deficiencies and that the Client intends to withhold the next budget installment.
- f. The Artist shall notify the Client in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-Site.
- g. The Client shall inspect the Artwork within ten (10) days after receiving notification pursuant to paragraph above, prior to installation, to determine that the Artwork conforms with the Final Design or Revised Design and to give final approval of the Artwork. The Client shall not unreasonably withhold or delay final approval of the fabricated Artwork. In the event that the Client does withhold final approval, the Client shall submit the reasons for such disapproval in writing within ten (10) days of examining the fabricated Artwork. The Artist shall then have thirty (30) days from the date of the Client’s notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Final Design without the

prior approval of the Client. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

4. Delivery and Installation

- a. Upon the Client's final approval of the fabricated Artwork, as being in conformity with the Final Design or Revised Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the Schedule. Transportation fees shall be paid by the Artist.
- b. The Artist will coordinate closely with the Client to ascertain that the Site is prepared to receive the Artwork. Artist must notify Client of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Client to ensure timely coordination with the Client's construction team. Artist may not install the Artwork until authorized to do so by the Client.
- c. The Artist shall be present to supervise the installation of the Artwork.
- d. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- e. Within fifteen (15) days after installation of the Artwork, the Artist shall furnish the Client with the following photographs of the Artwork as installed:
 - 1) A set of three (3) digital, 300 dpi, JPG or TIFF files, of the Artwork, provided to the Client on a CD Rom. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Client with a full written narrative description of the Artwork.
 - 2) Upon installation of the Artwork, the Artist shall provide the Client with written instructions and a maintenance manual for the appropriate maintenance and preservation of the Artwork along with product data sheets and manufacturer warranties for any material, products or finish utilized in the Artwork. The Artwork must be durable, taking into consideration that the Site is a highly used public space that is exposed to considerable movement of people. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The Client is responsible for the future proper care and maintenance of the Artwork.

C. FINAL ACCEPTANCE

1. The Artist shall notify the Client in writing when all services required by the Artist under this Agreement have been completed. The Artist shall, prior to Final Acceptance, provide the Client with such lien and/or claim releases with respect to the Artwork as the Client may require.
2. The Client shall notify the Artist in writing of its Final Acceptance of the Artwork.
3. Final Acceptance shall be determined by the Client in its sole and absolute discretion. Such acceptance shall constitute the Client's acknowledgement that the Artwork has been completed and installed according to the terms of this Agreement.

D. RISK OF LOSS

1. The Artist shall bear the risk of loss or damage to the Artwork until the Client's final acceptance of the Artwork under Article 1(C). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Client shall bear the risk of loss or damage to the Artwork after Final Acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the Client or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artwork.
2. The Artist shall maintain appropriate insurance on the Artwork, insuring against potential risk of loss, including but not limited to design, fabrication, transportation and installation, in an amount acceptable and approved by the Client. The Client shall be shown as an additional insured for general liability.

E. INSURANCE

Artist shall provide required insurance in amounts and limits specified in **Exhibit D**.

F. SUBCONTRACTORS

Artist shall provide a list of all subcontractors along with a copy of an agreement between the Artist and each subcontractor.

G. TAXES

Any state or federal sales, use or excise taxes or similar charges relating to the services or materials under this Agreement shall be paid by the Artist in a timely fashion. The Client shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

ARTICLE 2. COMPENSATION

A. FIXED FEE

1. The Client shall pay the Artist a fixed fee of One Hundred and Ten Thousand Dollars (\$110,000) which shall constitute full compensation for all services, goods, expenses, and materials to be performed and furnished in the design, review, fabrication, delivery, and installation of the Artwork by the Artist under this Agreement. The Client shall make any payments as set forth in the **Exhibit C**.

B. PAYMENT SCHEDULE AND INVOICING

1. **Payment Schedule.** The payment schedule is set forth in **Exhibit C**. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds, unless the Artist previously obtained approval for such costs from the Client.
2. **Invoicing.** Invoices for Services shall be submitted to: Johnny Ziem, Town of Jackson, P.O. Box 1687 Jackson, Wyoming, email: jziem@jacksonwy.gov and emailed to Heather Overholser, Teton County, Wyoming, email: hooverholser@tetoncountywy.gov
3. Payment as set forth under this Agreement will be made payable to Artist and will be remitted by check to the address indicated in Article 16 of this Agreement.

ARTICLE 3. TIME OF PERFORMANCE

A. CLIENT DELAY

The Client agrees to grant a reasonable extension of time to the Artist in the event that there is a delay caused by the Client, conditions beyond the Artist's control, or pursuant to those circumstances set out in this Agreement.

B. FORCE MAJEURE

The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as, by way of example not exclusion, acts of God, war, civil insurrection, public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.

C. DEATH OR INCAPACITY OF ARTIST

Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of their representatives will notify the Client promptly. In the event of Artist's physical incapacity or death prior to completion of the Agreement, all payments made to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated. If the Final Design is substantially completed and it is feasible for the Services and Deliverables to be fully completed without undue delay, Client may elect to proceed under the terms of this Agreement. In the event the Client elects to proceed with the completion of the Final Design, all remaining work to be completed in accordance with this Agreement will be delegated to the Artist's studio personnel or, if there be no such personnel, undertaken by others as may be directed by Client.

ARTICLE 4. WARRANTIES

A. WARRANTIES OF TITLE

The Artist represents and warrants that:

1. The Artwork is solely the result of the artistic effort of the Artist;
2. Except as otherwise disclosed in writing to the Client, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
3. The Artwork has not been accepted for sale elsewhere;
4. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
5. The Artwork is free and clear of any liens from any source whatsoever.
6. The Artwork shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
7. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
8. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
9. These representations and warranties shall survive the termination or other expiration of this Agreement.

B. WARRANTIES OF QUALITY AND CONDITION

1. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two (2) years after the date of Final Acceptance by the Client under Article 1(C).
2. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety and are durable to withstand regular use, exposure to the public and exposure to weather.
3. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance manual submitted by the Artist included in **Exhibit A**.
4. If within two (2) years of Final Acceptance the Client observes any breach of warranty described in Article 4(A) that is curable by the Artist, the Artist shall, at the request of the Client, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Client. The Client shall give notice to the Artist of such breach with reasonable promptness.
5. If after two (2) years the Client observes any breach of warranty described in Article 4(A) that is curable by the Artist, the Client shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Client may seek the services of a qualified restorative conservator and maintenance expert.
6. If within two (2) years the Client observes a breach of warranty described in Article 4(A), that is not curable by the Artist, the Artist is responsible for reimbursing the Client for damages, expenses and loss incurred by the Client as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Client accepted that it may occur, it shall not be deemed a breach for purposes of this Article 4(A).
7. Acceptable Standard of Display. Artist represents and warrants that:
 - a. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
 - b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.

- c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- d. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the Client. The foregoing warranties are conditional and shall be voided by the failure of the Client to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the Client fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

ARTICLE 5. CLIENT'S OBLIGATIONS

- A. The Client shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by Artist in order to perform.
- B. The Client shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall inform the Artist in writing of any limitations imposed by such laws and/or regulations to the Artist.
- C. The Client shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [-----, date of publication].
- D. The Client shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Client's control.
- E. The Client shall be responsible for leading the Artist through the required review process. The Client shall be responsible for organizing and scheduling meetings with review entities, and for providing the Artist written instructions for the materials required at such meetings.

ARTICLE 6. OWNERSHIP OF ARTWORK AND INTELLECTUAL PROPERTY RIGHTS

A. COPYRIGHT OWNERSHIP

- 1. The Artist retains Copyright in and to the Artwork under the Copyright Act of 1976, 17

U.S.C., Section 101, et seq., as the sole author of the Artwork.

2. The Artist is responsible, at their option, for registering any copyrightable material in their name with the U.S. Register of Copyrights, at no additional cost to Client.
3. The Client is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

B. TITLE OF OWNERSHIP

Title of ownership of the Artwork shall pass to the Client upon Final Acceptance pursuant to Article 1(C) and payment for the Artwork pursuant to Article 2 and **Exhibit C**. Artist shall provide Client with a Transfer of Title included in **Exhibit E**.

C. REPRODUCTION RIGHTS

1. In view of the intention that the final Artwork be unique, the Artist shall not make any additional duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Client. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
2. The Artist grants to the Client and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other publications, provided that these rights are exercised in a tasteful and professional manner.
3. All reproductions of the Artwork by the Client shall contain a credit to the Artist substantially in the following form: Copyright © _____, [date of publication].
4. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgement to the Client in substantially the following form: "an original Artwork commissioned by and in the public art collection of the ____ [Client]."

ARTICLE 7. SUBSEQUENT EVENTS

A. MAINTENANCE

Teton County and the Artist recognize that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. Therefore, Teton County shall take reasonable and cost-effective measures to assure regular maintenance according to the reasonable

instructions supplied by the Artist as set forth herein under **Exhibit A**, and Client policies, and may take action reasonably designed to protect the Artwork against vandalism.

B. REPAIRS AND RESTORATION

After Final Acceptance of the Artwork, the Artist may inspect the Artwork at their own expense and shall notify the Client in writing as to the necessity of any repairs. The Client may in its discretion consult with the Artist and make the noted repairs. All such consultations shall be without additional cost to the Client. This paragraph shall not apply to warranty work, and shall in no way limit the warranty of Artist described herein.

C. ALTERATION OF THE ARTWORK

1. The Client agrees that it will not intentionally alter, modify, change, destroy, or damage the Artwork without first attempting to obtain permission from the Artist. The Client shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The Artist shall not unreasonably object to such alteration. The Client shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The Client shall make a reasonable effort to maintain the integrity of the Artwork.
2. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement. Upon written request, the Client shall remove the identification plaque and all attributive references to the Artist at its own expense within thirty (30) days of receipt of the notice. No provision of this Agreement shall obligate the Client to alter or remove any such attributive reference printed or published prior to the Client's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

D. REMOVAL OR RELOCATION OF ARTWORK

The Client agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the Client with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist's consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

If the Artist objects to the new location, the only remedy available to the Artist is to request in writing that Teton County remove the identification plaque referred to in Article 5(C) herein, and that the Client not promote the Artwork as that of the Artist. Provided however,

this provision in no way prohibits the Client from truthfully responding to inquiries, oral and written, as to the name of the Artist.

ARTICLE 8. INDEPENDENT CONTRACTOR

The Artist performs this Agreement as an independent contractor and not as an agent of an employee of the Client, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship. The Artist shall maintain control; furnish all supervision, labor, materials, equipment, supplies, other incidentals, as well as transportation, shipping and installation of the Artwork.

ARTICLE 9. ASSIGNMENT

Artist will not assign, transfer or subcontract the creative and artist portions of the Design or Artwork to any other party without prior written consent of the Client. However, the Artist shall be allowed to employ qualified personnel who shall work under the Artist's supervision.

ARTICLE 10. INDEMNIFICATION

Artist agrees to indemnify and hold harmless Client, its successors and assigns from any claim or suit arising or resulting from breach by Artist or any contractual obligations set forth in this Agreement including, but not limited to, Artist's warranties set forth in Article 4 of this Agreement.

ARTICLE 11. TERMINATION & MEDIATION

A. TERMINATION

1. The Client may terminate this Agreement without cause upon thirty (30) days' written notice to the Artist. Termination of this Agreement for any causes shall be without prejudice to any obligations or liabilities or either party accrued prior to or because of such termination. The Client shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in **Exhibit C**. Should Client elect to terminate the Agreement under this Section, Client does not have the right to commission any other party to create the Final Design, or any part thereof, without the written approval of the Artist.
2. If either the Artist or the Client shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement giving written notice to the defaulting party of its intent to terminate and specifying the grounds for termination. The defaulting party shall have thirty days (30) after receipt of the notice to cure the default. If the default is not cured within such time period, this Agreement shall terminate.

3. In the event of a default by the Client, the Client shall promptly compensate the Artist pursuant to Article 2 and **Exhibit C** for all services performed by the Artist prior to termination, and all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the Client's option become its property, provided that no right to fabricate or execute the Artwork shall pass to the Client.
4. In the event of default by the Artist, the Artist shall forfeit the right to any and all remaining payments due under this Agreement for which Artwork has not been completed as well as any and all copyrights reserved herein and any and all limited addition rights as defined herein.

B. MEDIATION

1. If, during the creation of the Artwork, its installation and subsequent existence, any disputes should arise between the Artist and the Client, the Parties hereto will mediate their disagreements and make every good faith effort to affect a mutually satisfactory resolution of the disagreements including the appointment of an independent mediator reasonably acceptable to both Parties. If unable to agree, a mediator shall be appointed by the court. Costs will be equally divided.
2. If discussion and/or mediation do not resolve the dispute(s), the Parties may resort to litigation and equitable relief to resolve disputes that still exists after good faith discussion and/or mediation. In addition, either party may seek equitable relief (injunction and/or specific performance) at any time when immediate enforcement or cessation or performance under this Agreement is required to void foreseeable damages to relief-seeking party's interests, including but not limited to intellectual property interests. The prevailing party in any court action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with such action or proceeding.

ARTICLE 12. MODIFICATION

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

ARTICLE 13. WAIVER

No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

ARTICLE 14. 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.

ARTICLE 15. GOVERNING LAW/VENUE

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.

ARTICLE 16. NOTICES

All notice, submittals, requests and reports required under this Agreement will be sent by certified mail, with an accompanying courtesy email, as follows:

For Artist: Patrick Marold Studios Inc.
6583 Magnolia Road
Nederland, CO 80466
info@patrickmarold.com

For Client: Johnny Ziem/Town of Jackson
P.O. Box 1687
Jackson, WY 83001-1687
jziem@jacksonwy.gov

Notice is deemed to have been received either upon the date the recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices, and reports will be delivered is effective when the other party has received notice of the change by certified mail.

ARTICLE 17. GOVERNMENT IMMUNITY

Client 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 arising out of this Agreement.

ARTICLE 18. HEADINGS FOR CONVENIENCE ONLY

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 19. EFFECTIVE DATE

The effective date of this Agreement shall be the date of approval by all Parties hereto.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and superseded all previous agreement in this matter. There are no other written or oral agreements, representations or understanding with respect to the subject matter of this Agreement. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

ARTICLE 21. COUNTERPARTS; DIGITAL SIGNATURE

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

ARTICLE 22. EXHIBITS INCORPORATED HEREIN

All exhibits referenced in this Agreement are made a part of this Agreement.

Signatures Follow on the Next Page

CLIENT: Town of Jackson

DATE: _____

For Artist:

DATE: _____

EXHIBIT A

A.1. Final Design

A.2. Construction Drawings

A.3. Budget

A.4. Schedule of Progress Checks

1. Final Design and Changes to Design - \$50,000
2. Fabrication 50% - \$25,000
3. Fabrication 100% - \$25,000
4. Delivery/Installation/Final Acceptance - \$10,000

A.5 Maintenance of Artwork Manual

EXHIBIT B

Rendering/Diagram Of Locations

EXHIBIT C

PROGRESS CHECKS AND PAYMENT SCHEDULE

The Client shall pay the Artist a fixed fee of One Hundred and Ten Thousand Dollars (\$110,000), which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

1. Progress Checks:

Upon Client's approval of the progress checks #1, (Final Design) and (Changes to Design) and the receipt of invoices as described in Article I, Sections B.1, B.2 and B.3, the Artist will receive \$50,000 of the fees outlined in the budget.

Upon Client's approval of progress check #2 (Fabrication 50%), and the receipt of invoices as described in Article 1, Sections B.1, B.2 and B.3, the Artist will receive \$25,000.

2. Shipping & Installation:

The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the installation of the Artwork at the Site in accordance with the following schedule.

- a. Within thirty (30) days after the Artist notifies the Client that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Article 1 (B)(3)(f) and upon Client's approval of progress check #3 (Fabrication 100%) and the receipt of invoices as described in Article I, Sections B.1, B.2, the Artist will receive \$25,000.
- b. The Artist will receive the remainder of \$10,000 less all previous invoices paid within thirty (30) days after Final acceptance of the Artwork (Progress Check #4) by the Client and the Artist's provision to the Client of photographic documentation and written instructions for the maintenance and preservation of the Artwork as set forth Article 1(4)(e)(2).

EXHIBIT D

INSURANCE

Insurance – General

a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this **Exhibit D** with insurance companies authorized to do business in Jackson, Wyoming. The required insurance shall cover the Artist's employees, agents, contractors or subcontractors. The Client, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officials, employees, agents and contractors. All subcontractors employed by the Artist shall procure and maintain for the duration of this Agreement, at the subcontractor's expense, insurance in the kinds and amounts as provided in this **Exhibit D** with insurance companies authorized to do business in Jackson, Wyoming. **OR the artist and all its subcontractors will sign a Risk Release Agreement indemnifying the Client.**

b. The duration of the general liability insurance described in **Exhibit D** shall extend for three (3) years after the conclusion of this Agreement.

c. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the Client, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the Client, its officials, employees, agents and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance and shall not contribute with the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the Client, shall furnish to the Client a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in **Exhibit D**. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in **Exhibit D** and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after thirty [30] days prior written notice to the Client. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Parties as additional insureds.

e. Any deductibles or self-insured retentions must be declared to, and approved by, the Client. At the option of the Client, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the Client, its officials, employees, agents and contractors; or the Artist shall provide a financial guarantee satisfactory to the Client guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve a deductible without a guarantee.

f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.

g. Failure of the Artist to comply with any of the terms of **Exhibit D** shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:

- i) premises / operations liability
- ii) products / completed operations
- iii) personal / advertising injury
- iv) contractual liability
- v) broad-form property damage]
- vi) independent contractor's liability]

Said policy must provide the following minimum coverage:

1. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. \$1,000,000 annual aggregate
3. Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:
 - a. bodily injury liability of \$1,000,000 for each person,
 - b. \$1,000,000 per occurrence,
 - c. property damage liability of \$50,000 for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.

c. Transportation/Cartage. The Artist is responsible for all coverage and risks prior to installation, which includes, but is not limited to, loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under **Exhibit C**.

d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under **Exhibit C**.

e. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Wyoming providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$1,000,000, if purchased from an insurer other than the state of Wyoming. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

"I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."

(Artist's signature)

Patrick Marold

(Print Artist's name)

Exhibit E

Transfer of Title

STATE OF _____)

) ss.

COUNTY OF _____)

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist, Patrick Marold Studios Inc., located at 6583 Magnolia Road, Nederland, CO 80466 does hereby sell, transfer and convey to Teton County, located in Teton County, Wyoming, its assigns and successors, all right, title, and interest in the ownership of the Artwork commissioned by the Agreement For Commission Of Public Artwork and as described therein.

Title:_____.

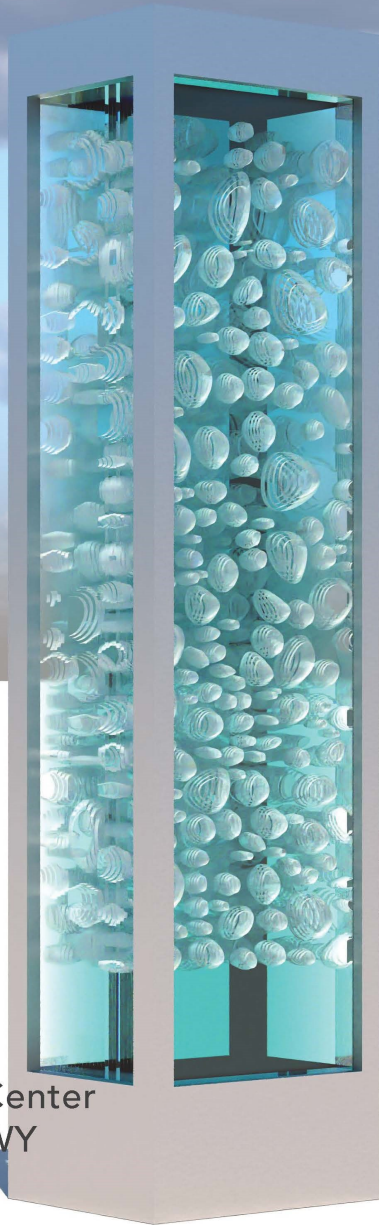
Location:_____.

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of _____, 20__.

ARTIST

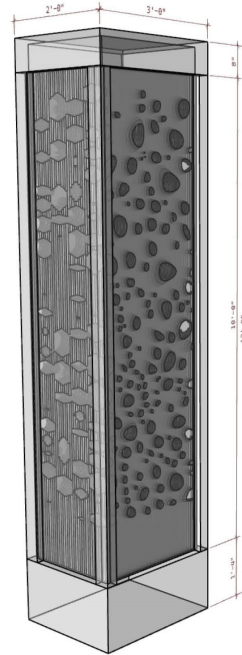
Sworn to and subscribed before me this ____ day of _____, 20__.
SOC. SEC. NO. _____

NOTARY PUBLIC
My Commission Expires:
(NOTARY SEAL)



Patrick Marold
Glass Column

Stilson Transit Center
Teton County, WY



The Glass Column proposal draws on Stilson Transit Center's orientation with the Snake River and its natural impact on shaping the landscape, the lives of the animals and habitation of humans in the area. The stones that are shaped by their journey with the river, reveal a broad and diverse range of shapes that the voids reflect in the layered glass sculpture. The luminous volume, presents a frozen moment, while the light that transitions through it each day and season will activate a changing perspective and sense of time.

Each side will reveal a porous and abstracted collection of elliptical holes filled by light. Like looking into a frozen cross section of Snake River rapids, the viewer will peer through the depth and color reflected and filtered through the column. For local commuters, it will stand like a familiar beacon greeting their daily passage. For visitors, the Glass Column marks their adventure, inspiring a sense of discovery and contemplation in the rich landscape of Teton County.



STAFF REPORT



Meeting Date:	December 2, 2024	Meeting Title:	Regular – Action
Submitting Department:	County Public Works	Presenter:	Charlotte Frei
Agenda Item:	Contract for Parking Access Revenue Control System at Millward/Simpson Garage	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider approval of a contract with the top scoring proposer for Parking Access Revenue Control System (PARCS) with License Plate Recognition (LPR).

Requested Action.

Staff requests that Council consider direct staff to amend ordinances related to fee structure at the Millward/Simpson Parking Garage and bring a contract to a future council meeting for signature.

Recommendations.

Staff recommends entering into a contract with SKIDATA to install PARCS and implementing an hourly fee structure to recover costs.

Background.

At the March 18, 2024 Town Council Workshop, staff described a number of challenges and unintended uses occurring at the Millward/Simpson Parking Garage. The staff report can be viewed here:

<https://jacksonwy.portal.civicclerk.com/event/2060/files/attachment/5544>. The primary challenges include rental car companies and private individuals using the parking garage to store their vehicles; overnight campers relieving themselves in the garage (not in restrooms) when restrooms lock overnight; and other criminal activity including drug sales and prostitution that Jackson PD responds to.

OBJECTIVES: Per the 2019 Downtown Parking Management Strategy, the objective of the Parking Garage is to provide a reliable parking alternative for employees, customers, and visitors to Jackson. The Parking Garage is also the permitted location for four (4) residents of Pearl at Jackson Affordable Homeowners. Commercial vehicle storage/staging and long-term personal vehicle storage in the Parking Garage are not among the identified objectives of the 2019 Downtown Parking Management Plan. Using technology to manage parking dynamically can help reduce site-specific parking needs, reduce Jackson PD enforcement time, and encourage turnover. Improved parking utilization can help the Town of Jackson meet transportation and housing goals. Implementing a PARCS system is an important step in overall townwide/countywide parking capacity management. The system will provide invaluable data to understanding demand by time of day.

In June 2024, several staff in Planning, Public Works, PD, and IT met to discuss the 'Theory of Operations' which would address the overnight abuses observed at the parking garage and accommodate employee use. Based on staff's consensus regarding garage management, Walker Consultants provided a technical scope of work for vendors to propose an approach. In July 2024, staff met again to review and clarify specific terms of the technical scope of work to accompany a Request for Proposals (RFP). The RFP was posted to the Town Bids site from August 7-September 16, 2024.

Six (6) proposals were received, and four (4) staff committee members ranked Flash Parking and SKIDATA the highest or top two scorers. Based on the ranking, staff contacted several references and conducted a site visit to Teton Village on October 8, 2024, where TVA uses Flash Parking kiosks and JHMR uses SKIDATA kiosks for lift tickets. On October 14, 2024, staff conducted interviews with the two finalists to ask additional questions and gather additional pricing information.

Based on the vendors' proposals, references, and interviews, staff concluded SKIDATA offers an approach and equipment that is user-friendly and simple to administer and maintain. Specifically:

1. SKIDATA equipment was highly praised by references for limited breakdowns and rare part replacements. The Town PW Facilities team felt the equipment required reasonable maintenance, and SKIDATA techs are located in Salt Lake City and Denver.
 - a. Related, SKIDATA uses an off-the-shelf camera for license plate recognition. Flash parking recently has built a custom camera. While custom equipment has some advantages, staff would be nervous to implement something 'boutique' given high existing workloads for facilities, IT, and PD staff.
2. The SKIDATA back-end portal offers numerous reporting and system oversight functions that will be useful for planning, maintenance, and parking enforcement.
3. The SKIDATA gates and kiosks offer features that are more user-friendly, including red/green LED lights to indicate when a customer may enter and a video explaining how to pay at the kiosks which is expected to reduce help calls to Town Hall (during business hours) or Dispatch (after hours).
4. SKIDATA is a mature vendor that has been successfully operating for many decades.
5. The cost for the two vendors were comparable.

The recommended technology will reduce staff time needed to monitor the garage, and to encourage a behavior change among users, staff also recommend instituting a fee structure to improve overnight garage turnover. Because we have limited data on existing garage use, staff propose to implement a fee structure for 9-12 months, gather data on how users respond to that structure, and bring back data and a recommendation on a longer-term fee structure to a future meeting. The proposed fee structure is as follows:

- a. Free parking from 4 am – 9 pm. This will allow employees with varying shift times to use the garage during their workday.
- b. \$2 per hour from 9 pm – 4 am. Staff can work with the vendor in the future to develop a reduced price parking option for special events at the center.

An alternative model could be that the garage is free for the first 12 hours, with escalating fees from 12-24 hours and a maximum daily rate for each 24 hours. Under either scenario, a car would be considered abandoned, subject to removal by the Town, after 30 days. The Town Attorney can modify the appropriate Town code and ordinances to align with Council's direction on hourly/daily fees and abandonment.

The table below lists the operating budget for the Millward/Simpson garage from FY2019-FY2024. Additional capital costs for preventive maintenance of the concrete structure of \$156,000 or more are periodically needed. The costs in the table below do not account for the Town PW and Town PD staff time spent maintaining the garage; these are only the direct vendor payments. Typically, a cost recovery model would include the operating costs and replacement cost of an asset.

Account Title	FY2019	FY2020	FY2021	FY2022	FY2023	FY 2024
Operating Supplies	-	-	820	1,141	1,077	1,443
Utilities	14,179	12,558	12,900	13,998	16,928	19,209
Water & Sewer Charges	912	947	945	1,297	1,054	1,160
Repair & Maint - Buildings	64,294	16,699	19,807	3,821	13,007	11,046
Professional Services				3,579	2,890	2,750
Contract Maintenance	5,948	7,014	-	7,048	7,163	11,047
IT Services	14,200	3,500	3,500	7,206	8,147	5,832
Property Insurance	33,003	34,214	14,575	15,109	15,773	20,505

Account Title	FY2019	FY2020	FY2021	FY2022	FY2023	FY 2024
Total Parking Garage Operations	132,536	74,932	52,547	53,199	66,039	72,992

Analysis & Key Policy Questions.

The questions before Council today are:

Key Question 1: Is Town Council still in favor of installing a system of gates and license plate recognition cameras to enforce parking limits at the Millward/Simpson garage?

Council was unanimously in favor of issuing an RFP and bringing a contract before Council at a future date. This contract is limited to the Millward/Simpson garage and does not include equipment at other locations in the Town of Jackson.

Key Question 2: Does Town Council agree with staff's suggested fee structure of \$2 per hour between 9 pm and 4 am?

Staff anticipates these fees will encourage turnover but allow users who need to park overnight to do so. Staff proposes implementing this fee structure for 9-12 months and then bringing additional user behavior and revenue information to council to consider adjusting the rate. The Town Attorney can modify the appropriate Town code and ordinances to align with Council's direction. After 9 to 12 months, staff can bring information regarding offering reduced rates in conjunction with a Center for the Arts event ticket. This feature is possible with the software but would introduce additional staff workload during rollout, so staff recommend this as a 'Phase 2' implementation consideration.

Key Question 3: Is Town Council comfortable with losing potential revenue when there is a power outage at the Millward/Simpson garage?

The Town has the option to purchase 'Uninterruptible Power Supply' or UPS units to supply power to the armbrs in the event of power outage in the garage. Staff recommends purchasing a basic UPS that will detect when the power goes out and open the gates during the power outage. The gates will remain open until full power is restored to the garage; the gates will not be able to process transactions while the power is out, but the UPS raises the gates so that customers do not damage the gates by driving through them or running over them when power is out. A more sophisticated system of UPS and redundancy modules, which would allow all gates to open and close (and thereby continue to collect revenue) even if power to the garage is lost, would cost \$28,000. Since the garage is currently free and revenue is unknown, staff recommends proceeding with the basic UPS.

Possible Alternatives.

- Do nothing. If Council chooses the do-nothing approach, staff anticipate the issues at the parking garage will continue.
- Increase enforcement at the garage. The Jackson PD require additional staff to increase enforcement.
- Increase signage at the garage. Staff does not anticipate increased signs will impact user behavior.

Comprehensive Plan & Priority Alignment.

The guiding vision and chapter goal for Multimodal Transportation (Chapter 7) of the Comprehensive Plan is:

Travel by walk, bike, carpool, or transit will be more convenient than travel by single-occupancy vehicle.

Several strategies support improving enforcement at the garage; specifically, managing levels of service by evaluating parking occupancy and coordinating service levels across Town and County departments are identified by the plan in two strategies:

“Strategy 7.2.S.4: Reevaluate parking standards and other regulations that currently promote travel by single-occupancy motor vehicles.” Introducing technology to support enforcement will also provide data on turnover and occupancy that staff can use to re-evaluate existing standards and regulations.

“Strategy 8.1.S.1: Define desired service levels from government service providers that address all policies of Principle 8.1 [Maintain Current, Coordinated Service Delivery].” The parking access technology is anticipated to reduce the burden on staff in Town Facilities and Jackson Police Department, allowing staff to redirect their time to higher and better uses that technology cannot perform.

Staff Impact.

The Regional Transportation Planning Administrator and staff from Town Police, Public Works, and Planning Departments have contributed approximately 60 total hours to this project since Council’s direction to pursue procurement of PARCS. The needed staff resources identified to operate and maintain the system (after installation) include:

- Town Public Works, Facilities and Street Divisions – 50 hours per year to repair or troubleshoot maintenance issues and to ensure entrance and parking information signs and pavement markings are maintained.
- Town Police Department – 325 hours per year to address violations, issue refunds, and check the garage for stays over 30 days. Currently CSOs spend approximately 600 hours per year in the garage (this does not include patrol officers’ time in the garage).
- Town Hall and Dispatch – 30 hours per year to help customers experiencing issues; customers can press a button for support; this number will call Town Hall during business hours and dispatch after hours. Clear instructions at entry and exit can reduce the customer calls.
- Transportation Planning Functions – 40 hours per year to review reports, evaluate data and make recommendations for parking management.
- Director of External Affairs – 10 hours to develop communications around the program change initially, and regular communications about parking locations in future years. Seeing the armbar may deter people from parking, so staff anticipates the need to pre-emptively educate the public that the garage is still free from 4 am – 9 pm but paid overnight.

Additionally, the equipment is expected to reduce staff time monitoring, enforcing and cleaning the garage. The ability to pay on exit is expected to reduce the number of tickets in municipal court and thus reduce the workload among PD and legal staff related to violations. The time CSOs previously spent monitoring and enforcing the 48-hour limit in the garage can be spent on other activities.

Fiscal Impact.

The estimated cost of the contract is \$179,000 for year one, \$9,760 in year two, and \$20,873 for year 3 and subsequent years. Years 3 and beyond have a higher annual fee due to the warranty for equipment and services; the warranty includes quarterly inspections by SKIDATA technicians. If the additional power redundancy to continue operation in the event of a power outage is desired, the additional cost would be \$28,000.

Because the Town does not currently have managed parking, staff used data from Jackson PDs December 2023 data collection to make assumptions about user behavior and overnight stays. Staff estimates that projected annual revenue, if charging \$2 per hour from 9 pm to 4 am, could be \$30,000-\$130,000 per year.

The initial installation can be paid through parking exaction fees. The Town of Jackson has \$223,216 in parking exactions, which are restricted to use on parking projects, to fund the initial capital. Ongoing cost of the equipment can be funded through parking revenues collected, which staff estimates will be sufficient to cover the \$20,000-\$25,000 per year of fees.

Attachments or Links.

Letter of support from START (October 26)

Suggested Motion.

I move to direct staff to

1. Implement an hourly fee structure and revise code/ordinances consistent with the new fee structure;
2. Negotiate a contract with SKIDATA, or the second-place vendor should the negotiation be unsuccessful; and
3. Present the contract at a future council meeting.



Tyler Sinclair, Town Manager
150 E Pearl Ave
Jackson, WY 83001

October 21, 2024

A handwritten signature in blue ink, appearing to read "Tyler Sinclair".

Dear Mr. Sinclair,

This letter is being sent on behalf of the START Board of Directors to express their support of the proposed installation of new monitoring technology at the Millward parking garage.

During the September 26, 2024, meeting of the START Board of Directors Dr. Charlotte Frei, Regional Transportation Administrator, made a presentation about the proposed changes to the Millward Parking Garage.

Dr. Frei explained the concerns about misuse of the space in the garage. She explained a proposal is being made to install license plate reading cameras, along with gates, to enable the police department to better monitor and enforce parking regulations.

While START does not control parking in the Town of Jackson, the availability of parking influences people's decisions to use START service.

The members of the START Board voted unanimously to support this proposed approach to improving parking enforcement.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce Abel".

Bruce Abel
Transit Director

CC: Charlotte Frei, Regional Transportation Administrator
START Board of Directors

STAFF REPORT



Meeting Date:	December 2, 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

***This item was continued from the regularly scheduled Town Council meeting on November 18, 2024. No changes have been made.**

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
 - Ordinance H: An Ordinance Amending the Franchise with Terra Firma Services

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".

Becky Kiefer
Superintendent of Solid Waste and Recycling

STAFF REPORT



Meeting Date:	December 2, 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

***This item was continued from the regularly scheduled Town Council meeting on November 18, 2024. The Council did not direct staff to provide any new information or analysis. However, staff added a few minor updates which are highlighted in gray.**

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 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.
2. The recreational lawn shall be removed from the Master Plan.
3. The CUP and Master Plan shall expire ten years from the date of CUP approval unless the applicant constructs all of the primary elements of the Master Plan by this deadline. The applicant may ask for an extension for good cause.

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,

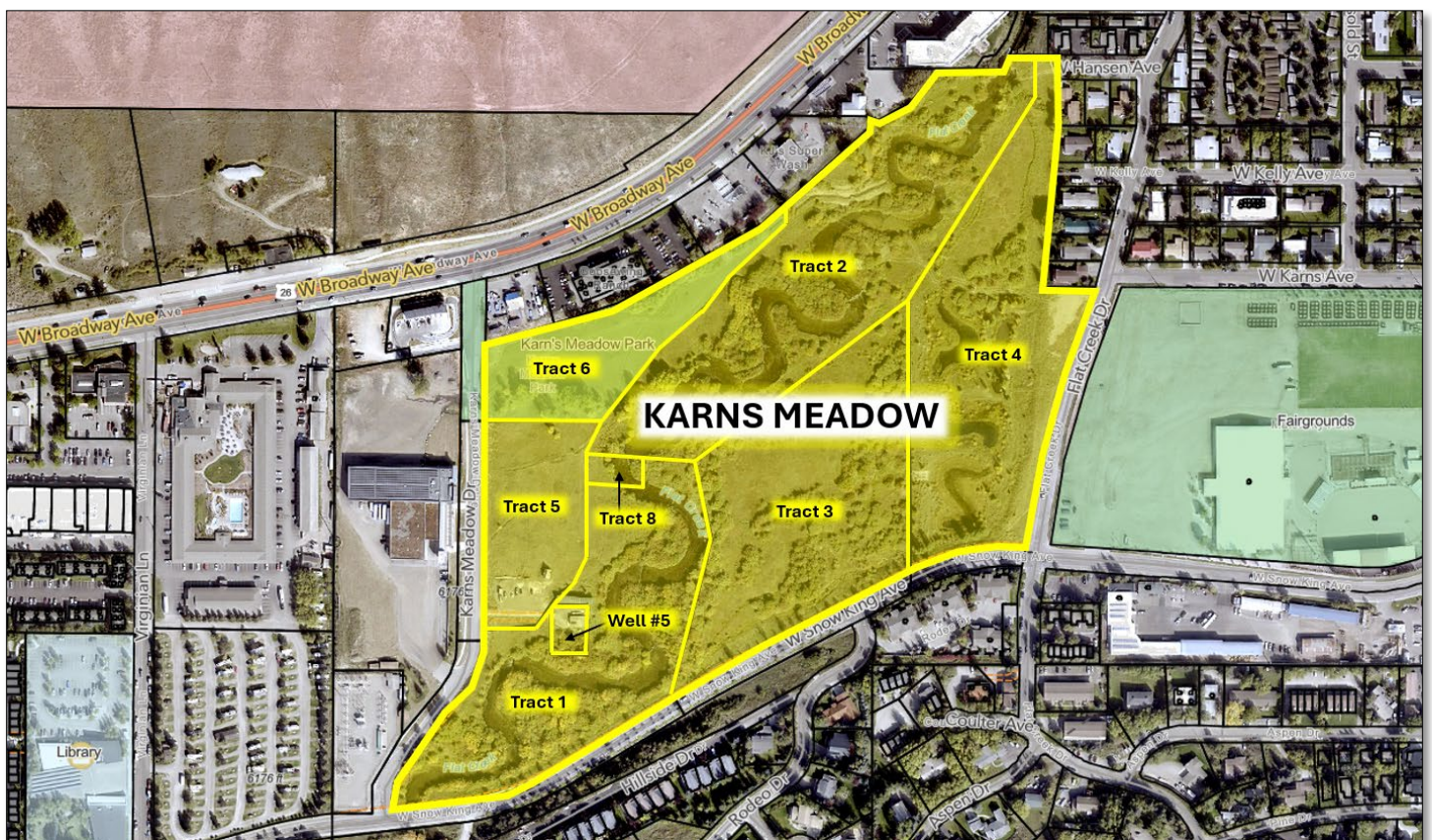
proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. All mitigation work shall be completed within 1 year of completing the project and be satisfactorily inspected by the Town. Prior to the Town's inspection, the EA Consultant shall conduct a site 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.

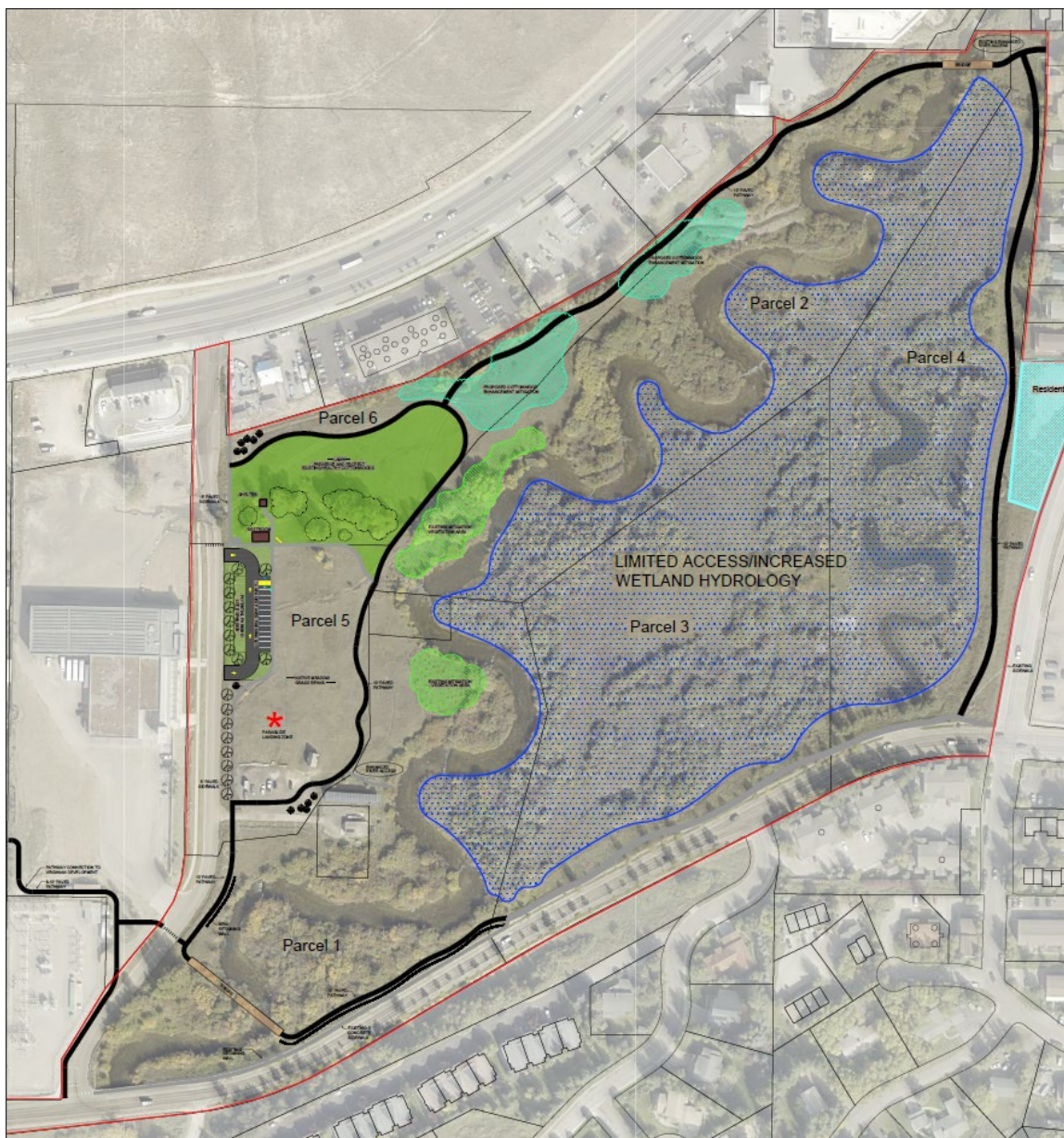
Finally, staff finds it important to emphasize that at the time of purchasing Karns Meadow, the previous Suburban zoning would have allowed the 42 acres to be subdivided into potentially 80-100 single-family home lots. Through the efforts made by the Town, Karns family, and Land Trust roughly 20 years 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 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.

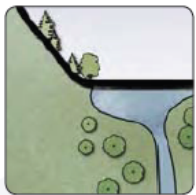
LDR Compliance				
Standard	P/SP	P	Proposed	Complies?
LSR	n/a	n/a	0.938	Yes
Lot Coverage	n/a	n/a	0.001	Yes
Street Setback (Karns)	n/a	n/a	50' (restroom and shelter)	Yes
Street Setback (Snow King)	n/a	n/a	+700' (restroom and shelter)	Yes
Side Setback (north)	n/a	n/a	+50' (restroom and shelter)	Yes
Side 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

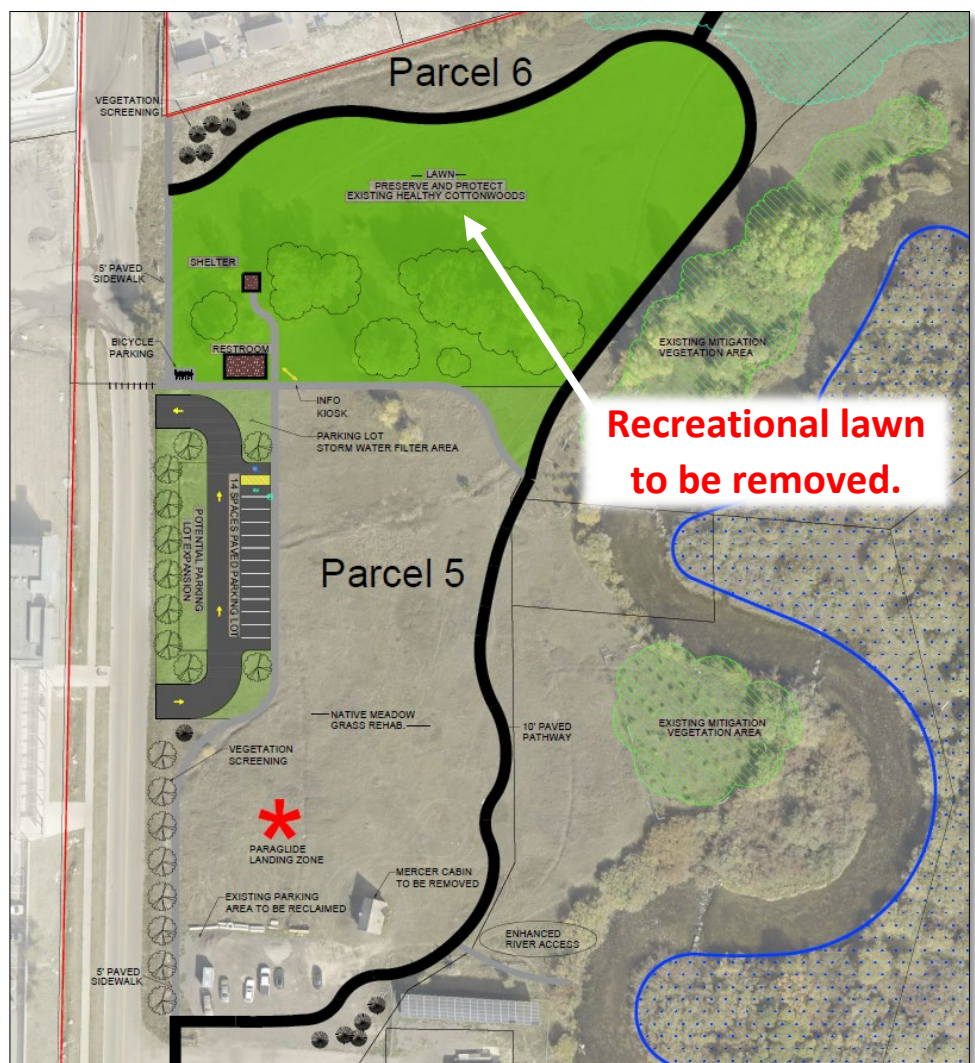
small and does not impact the higher-value habitats such as the Willows, Cottonwoods, or wetlands, this further adds to staff's justification for letting P&R decide.

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:



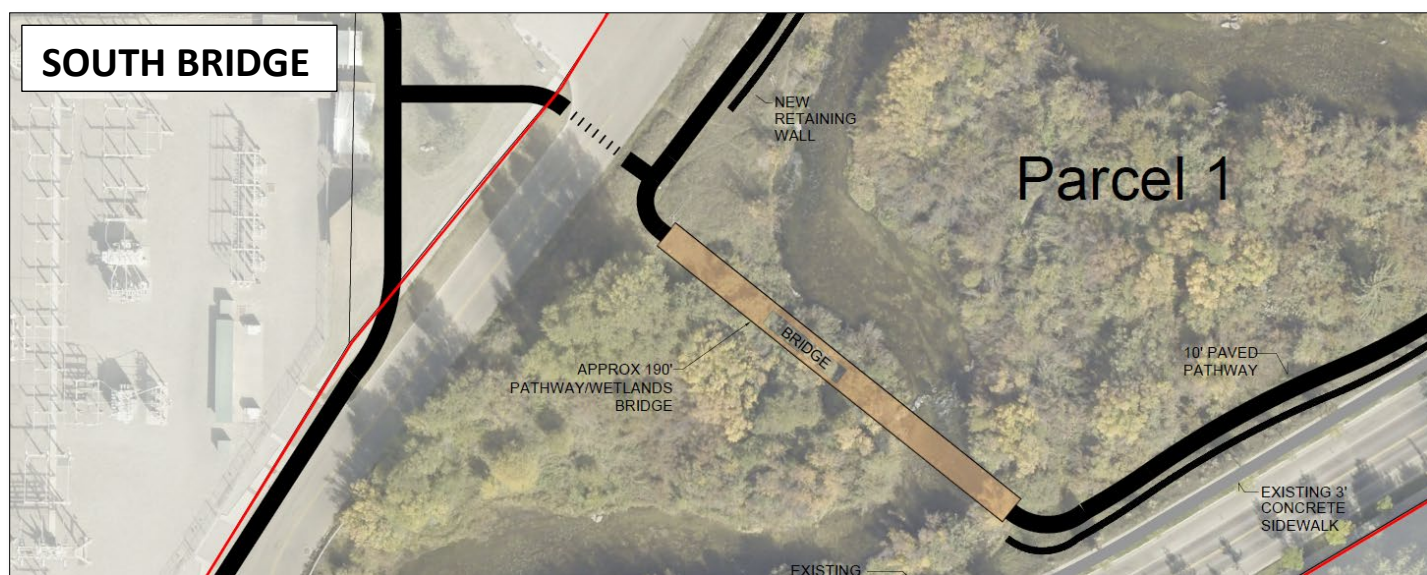
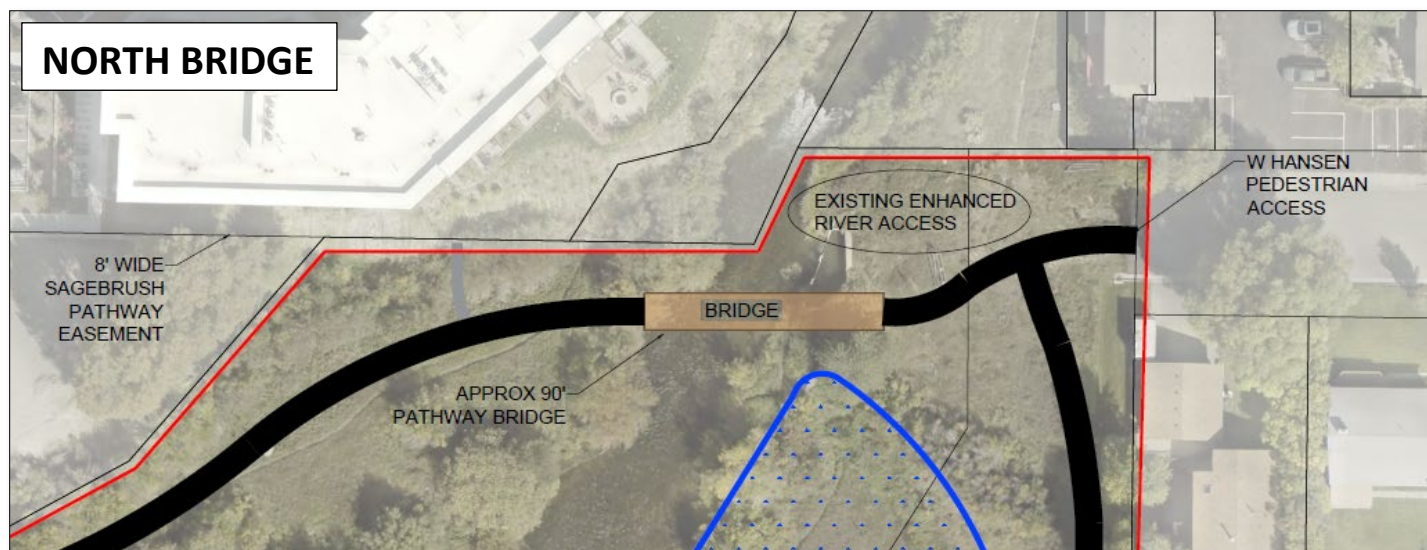
Staff would like to point out that special event use on Tracts 5 and 6 is permitted according to the conservation easements which means Council could consider approving a special event request within the park. However, if the Council believes that Karns Meadow is not an appropriate location for special 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 tracts. 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.

The Town Police Chief has provided comments (attached in Department Reviews) on the topic of enforcement around dogs and bikes (should they be prohibited) in Karns Meadow. In short, the Police Chief is supportive of prohibiting dogs in the park and stated that enforcement of dogs in Town parks is a very small part of the duties of the three full-time CSOs. In addition, the Police Chief does not support bikes of any kind within the park because 1) there are abundant ongoing problems with e-bikes on pathways and city streets, and 2) it would be difficult to allow pedal bikes in the park while disallowing e-bikes. Allowing pedal bikes would inevitably invite e-bikes regardless of signage.

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.

Due to limited funding, the project cannot be built at once and thus the applicant has provided a phasing plan (first attachment) which breaks the project into three phases. Phase I includes the parking area, northern bridge, and northern pathway, Phase II includes the park shelter and restroom, and Phase III includes the eastern & southern pathway and southern bridge. To avoid the CUP expiring, the applicant has requested an alternative expiration date from the typical one-year expiration in the LDRs. The applicant has requested a "9-year expiration date for the CUP, with three 3-year timeframes for each phase of the project to facilitate CIP financial planning, grant solicitation, and detailed engineering." Staff is supportive of allowing the project to be built over a nine to ten-year period, however, staff has simplified the applicant's request by adding a condition of approval (Condition #3) requiring the project to be completed within ten years of CUP approval. The applicant has stated they are supportive of staff's condition.

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 several more 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 (attached) 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.

Construction Cost Estimate

Applicant Submittal

Department Reviews

Final Updated EA, Development Impact Assessment, and Final Approval Letter

Public Comment

Suggested Motion.

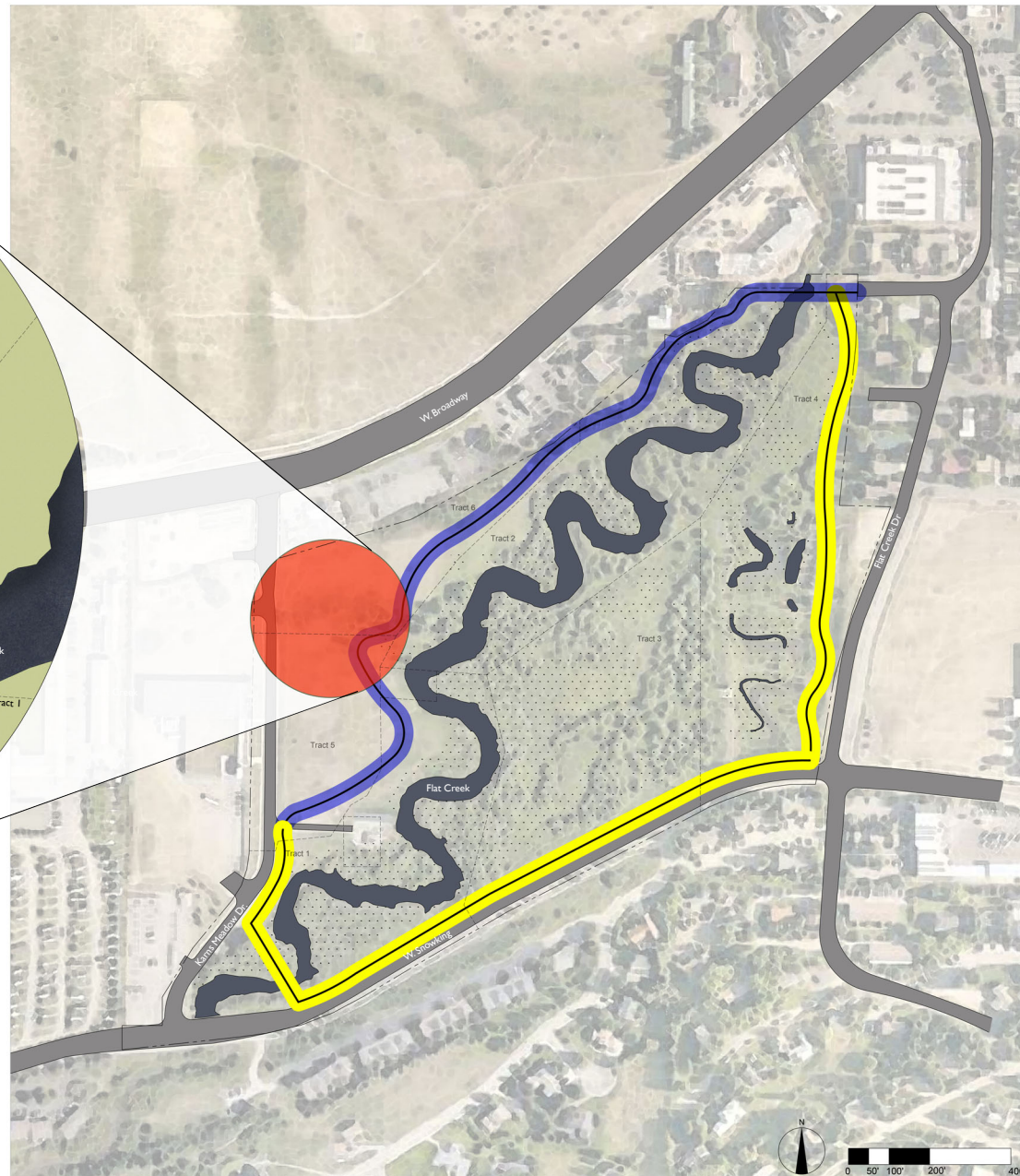
I move to **approve** Conditional Use Permit P23-130 for the Karns Meadow Master Plan to allow Outdoor Recreation uses within Karns Meadow Park, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated December 2, 2024.

Karns Meadow Prelim Construction Estimates



Key - Construction Estimates

- Phase 1 - \$1.6M
- Phase 2 - \$1.0M
- Phase 3 - \$2.1M





Karns Meadow Park

Opinion of Probable Costs for Construction

PROJECT NAME: Karns Meadow Park
PROJECT OWNER: Parks and Recreation / Town of Jackson
DATE: 11-8-24

This estimate includes only the major bid items and is based on historical pricing from previous Parks & Recreation (P&R) and Teton County pathway projects, and quotes obtained by Parks and Recreation. Final pricing may vary once complete Construction Documents (CDs) are developed, as more specific details and site conditions are accounted for additional factors. Labor rates, material availability, and scope adjustments, may influence the final cost. The estimate is provided for budgeting purposes and is subject to change as the project design evolves and further pricing details are refined.

PHASE 1: PARKING AREA, NORTHERN BRIDGE, & NORTHERN PATHWAY

ELEMENTS OF COST		Units	Unit Price	Quantity	Extension
1	Parking and Pathway Clearing and Grubbing	LS	\$50,000.00	1	\$50,000
2	Parking Area Pit Run Subbase (8")	CY	\$50.00	600	\$30,000
3	Parking Area Crushed Gravel Base (4")	TON	\$60.00	300	\$18,000
4	Parking Area Concrete Curb and Gutter	LF	\$140.00	800	\$112,000
5	Parking Area Hot Plant Mix (3")	TON	\$250.00	285	\$71,250
6	Concrete Sidewalks (4")	SF	\$50.00	4000	\$200,000
7	Pathways Crush Gravel Base (4")	TON	\$60.00	450	\$27,000
8	Pathway Hot Plant Mix (3")	TON	\$250	375	\$93,750
9	Pathway Bridge, Foundation Abutments	LS	\$250,000	1	\$250,000
10	Pathway Bridge, 60' Prefabricated	LS	\$85,100	1	\$85,100
11	Pathway Bridge, Crane & Install	LS	\$250,000	1	\$250,000
12	Construction Staking	LS	\$30,000	1	\$30,000
30% Misc and Contingency					\$365,130
<u>Total Estimate</u>					<u>\$1,582,230</u>

PHASE 2: PARK SHELTER AND RESTROOM

ELEMENTS OF COST		Units	Unit Price	Quantity	Extension
1	Shelter, Restroom, Sidewalk Clearing and Grubbing	LS	\$30,000	1	\$30,000
2	Concrete Sidewalks (4")	SF	\$25.00	2000	\$50,000
3	Park Restroom	LS	\$600,000	1	\$600,000
4	Park Shelter	LS	\$75,000	1	\$75,000

Karns Meadow Park

5	Construction Staking	LS	\$5,000	1	\$5,000
			30% Misc and Contingency		\$228,900
			Total Estimate		\$991,900

PHASE 3: EASTERN AND SNOW KING AVE PATHWAY, SOUTHERN FLAT CREEK BRIDGE

	ELEMENTS OF COST	Units	Unit Price	Quantity	Extension
1	Pathway Clearing and Grubbing	LS	\$75,000	1	\$75,000
2	Pathway Pit Run Fill & Subbase	CY	\$50.00	2,000	\$100,000
3	Block Retaining Wall	SF	\$85.00	3,000	\$225,000
4	Concrete Sidewalks (4")	SF	\$25.00	11,380	\$284,500
5	Pathways Crush Gravel Base (4")	TON	\$60.00	600	\$36,000
6	Pathway Hot Plant Mix (3")	TON	\$250	550	\$137,500
7	Pathway Bridge, Foundation Abutments	LS	\$250,000	1	\$250,000
8	Pathway Bridge, 90' Prefabricated	LS	\$139,700	1	\$139,700
9	Pathway Bridge, Crane & Install	LS	\$300,000	1	\$300,000
10	Construction Staking	LS	\$25,000	1	\$25,000
			30% Mis and Contingency		\$480,810
			Total Estimate		\$2,083,510

Parks and Recreation Yearly Operational Costs

This estimate covers the key operational and maintenance costs for Karns Meadow Park, including staff hours, routine maintenance, cleaning contracts, and general park operations. Two cost estimates are provided: one for a summer-only scenario and another for year-round use. Final costs may vary as project details are finalized and site conditions are assessed. Parks & Recreation is considering two restroom options: seasonal units that require winterization or all-season restrooms designed to stay operational through the winter- the latter would likely require additional infrastructure, such as heating and insulation, not included in this estimate. This estimate does not account for potential increased costs for law enforcement and code enforcement (PD/CSO) due to higher activity levels, particularly in winter. Additional enforcement may be needed to manage ordinances related to dogs, camping, fires, and special events. This estimate is for budgeting purposes and is subject to change as the design evolves.

Yearly Standard Maintenance Costs - No Winter Use **\$21,879.11**

Yearly Standard Maintenance Costs - Year Round Use **\$35,496.13**

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

_____ Basic Use
☒ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: 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

Name Printed

Date

Title

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
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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

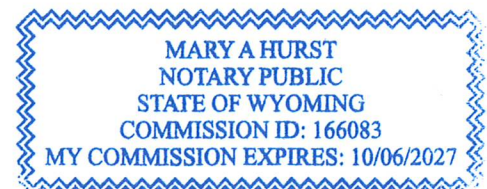
7. Environmental Standards	(P/SP) LDR Standard	(P) LDR Standard	Karns Meadow Park	Complies?
Flat Creek - South of Hansen Buffer	50' ¹	50' ¹	Varies – Pathway Exemption	Yes
Wetland Buffer	30' ¹	30' ¹	Varies – Pathway Exemption	Yes
Irrigation Ditch Setback	15'	15'	N/A	Yes
Natural Resource Overlay	EA Required	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/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)

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 is this(these) application(s) at the premises listed above:

☐ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ 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.

Maxwell R. Ludington
Property Owner Signature
PRESIDENT

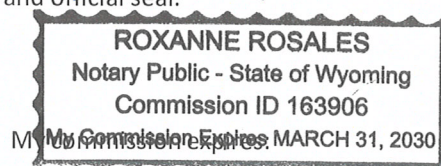
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

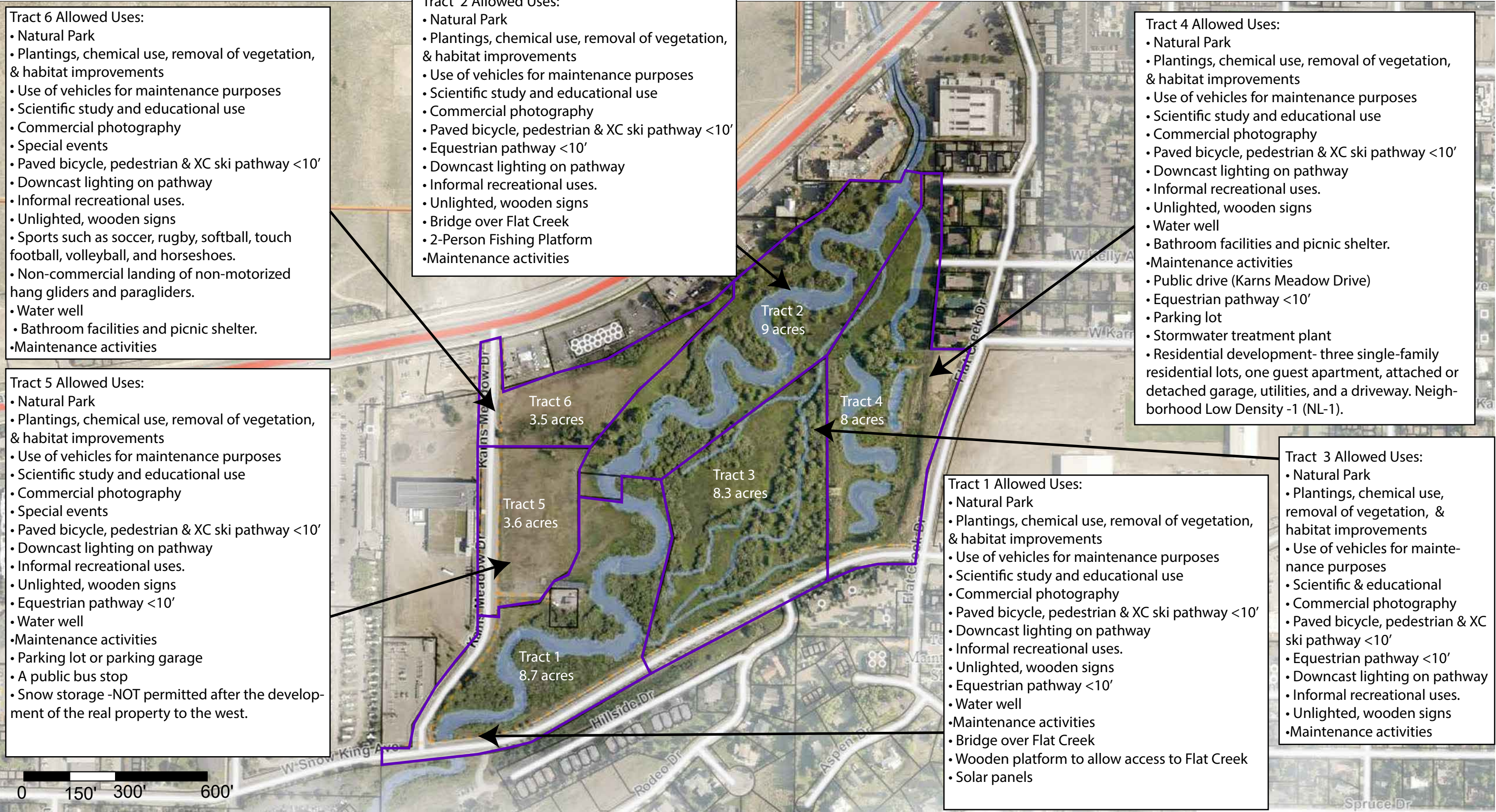
STATE OF Wyoming)
) SS.

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Max Ludington this 13
day of August 2024. WITNESS my hand and official seal.

Roxanne Rosales
Notary Public





Project:
Karns Meadow Masterplan

Drawing Title:
Tract Allowed Uses

Address:

Date:
7/4/2022

Drawn By:
RR

Scale:
1"=300'

Version:

Sheet #:





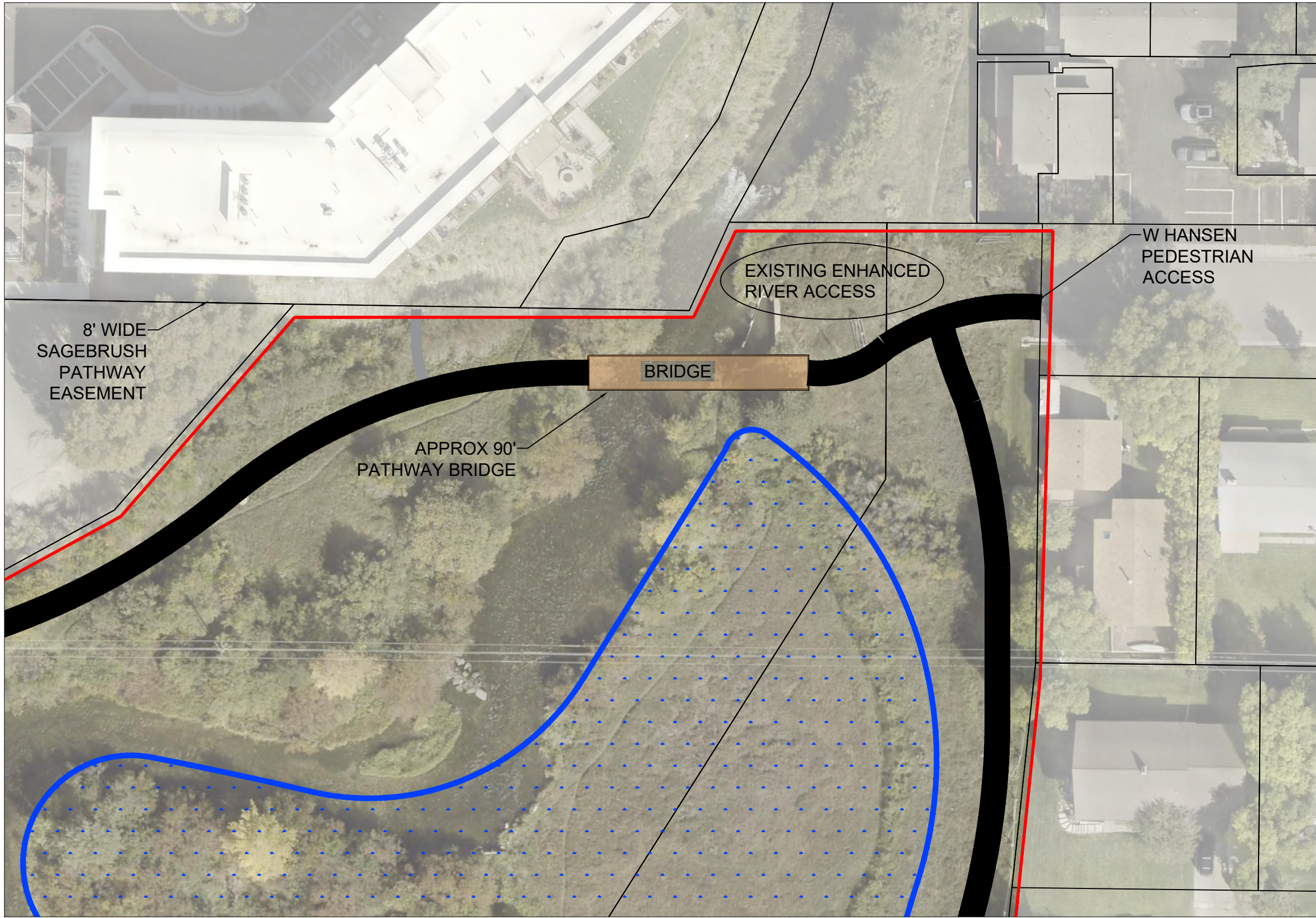
Karns Meadow Management and Use Recommendations

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

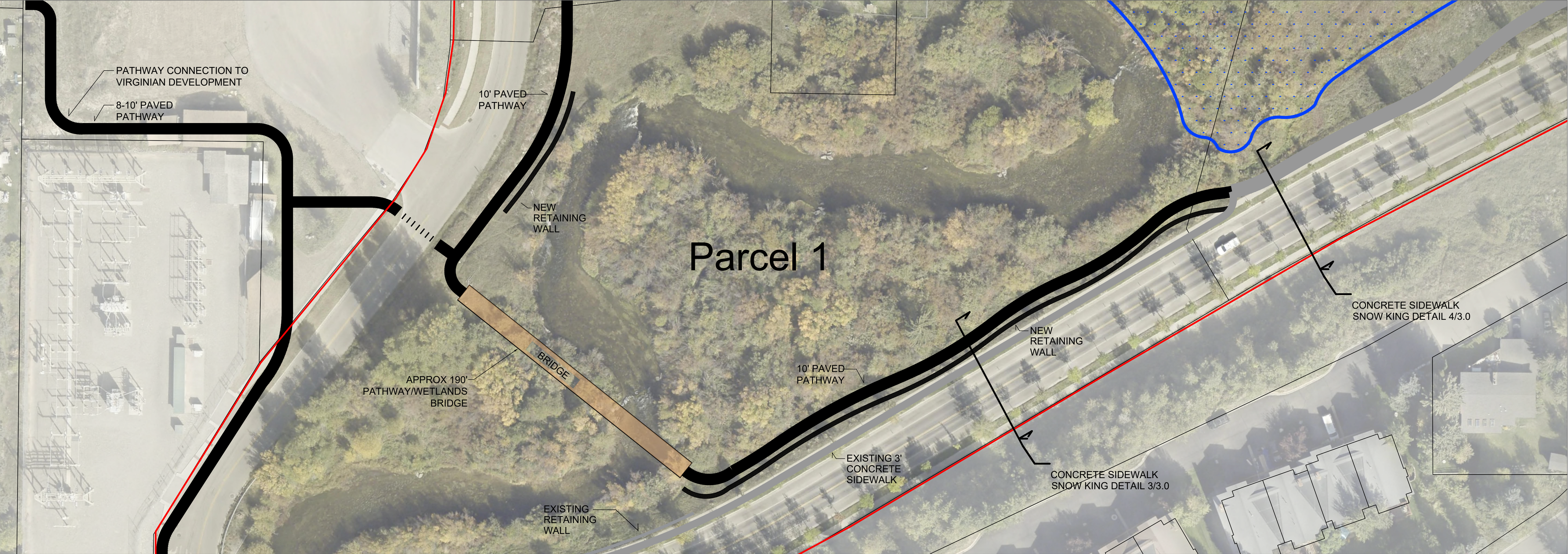


2 Karns Meadow Tract 2 Bridge
3.0 1:500 SCALE



3 TRACT 2 BRIDGE OPTION
2.0 NOT TO SCALE

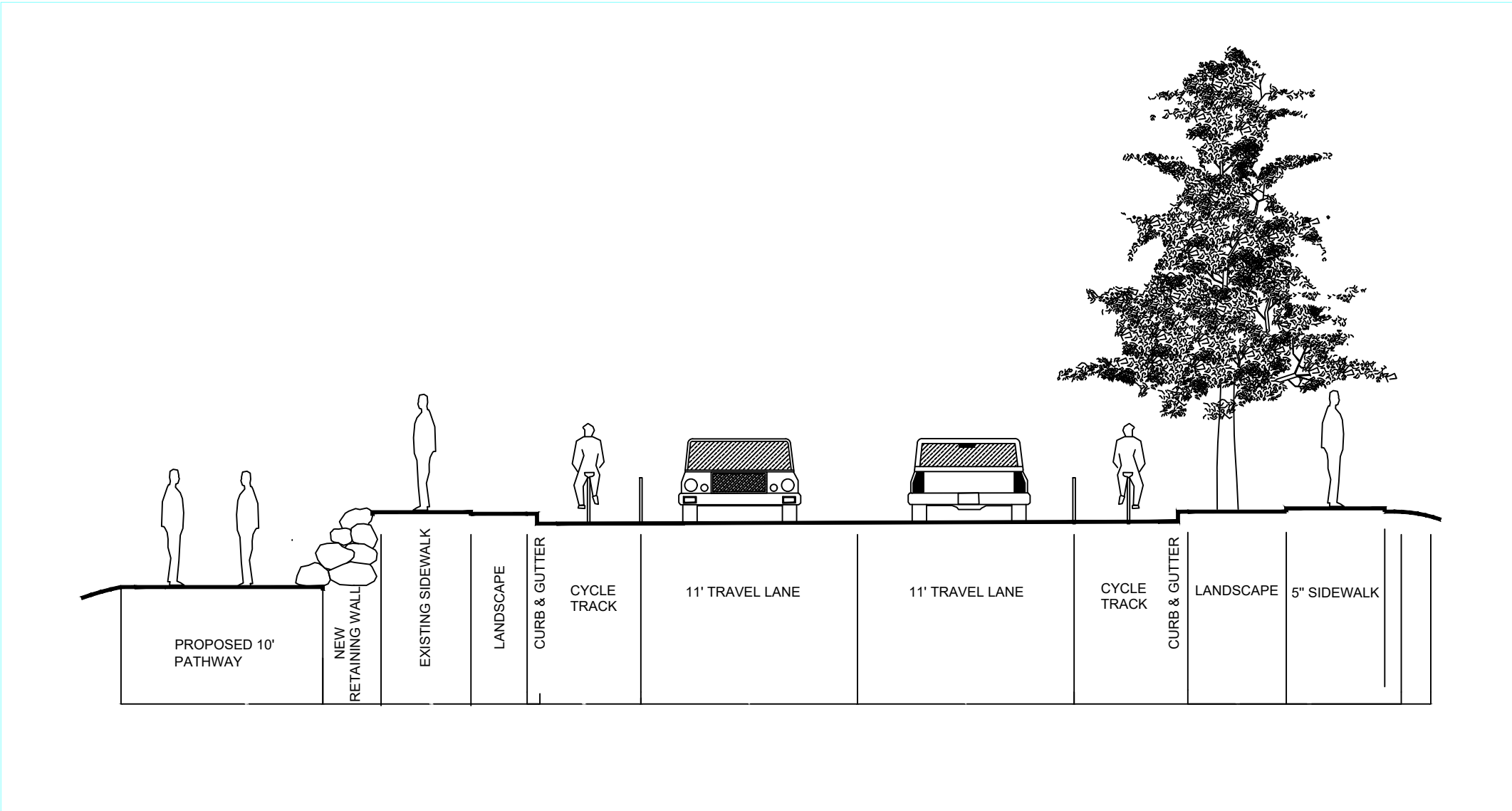
Project Title: Karns Meadow V3 Development Plan	Address: 690 W Snow King Ave, Jackson, WY 83001	Date: 7/29/24	Scale: See Detail	Sheet #: 2 of 4		2.0
Drawing Title: Layout Plan		Drawn By: MSM	Version: v3			
		Checked By: SA				



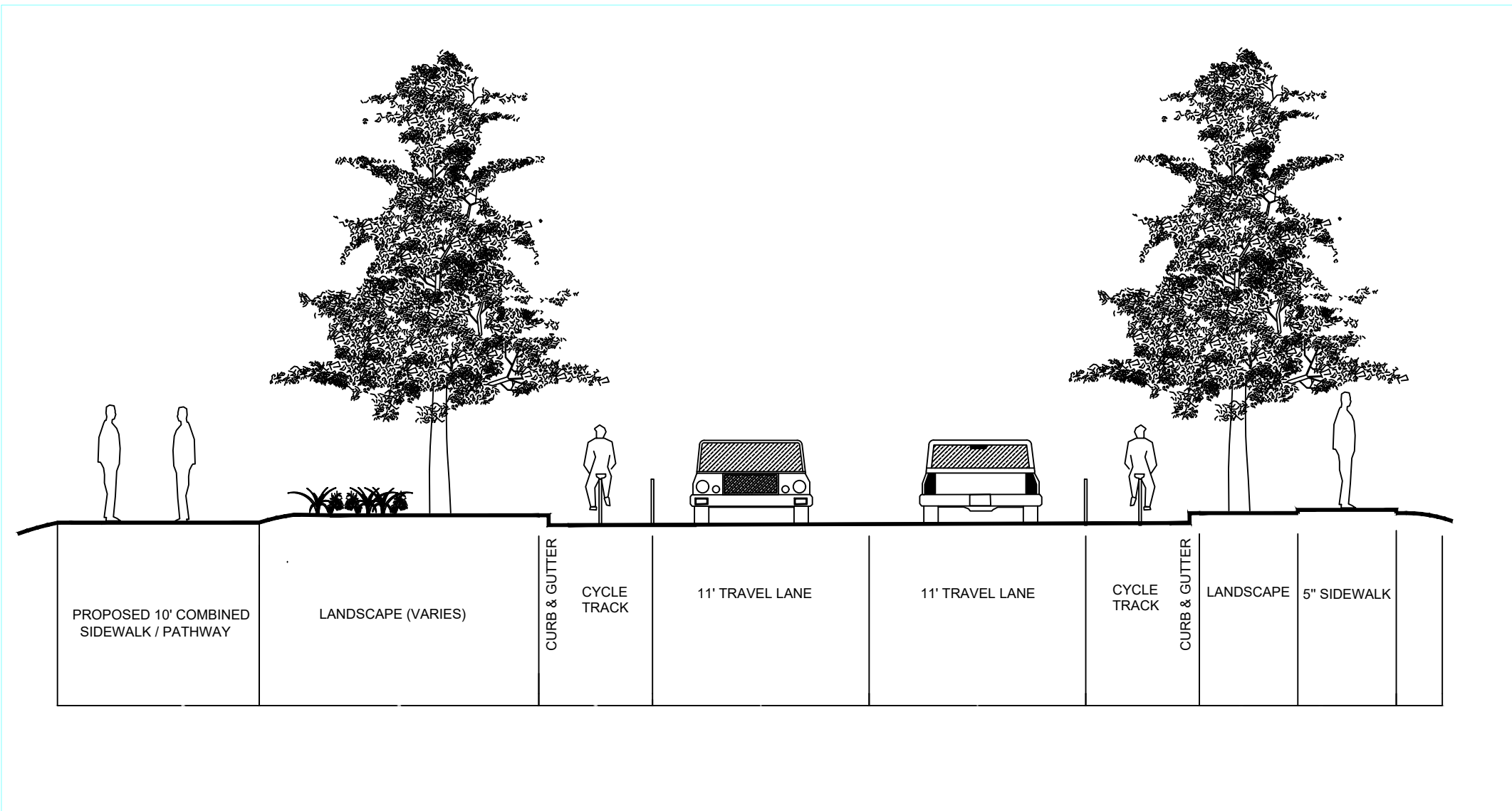
1 SNOW KING CONCEPT DETAIL B
3.0 1:400 SCALE



2 TRACT 1 BRIDGE OPTION
3.0 NOT TO SCALE



3 SNOW KING AVE SECTION LOOKING EAST
3.0 NOT TO SCALE

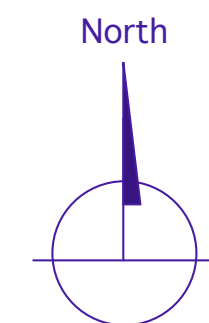
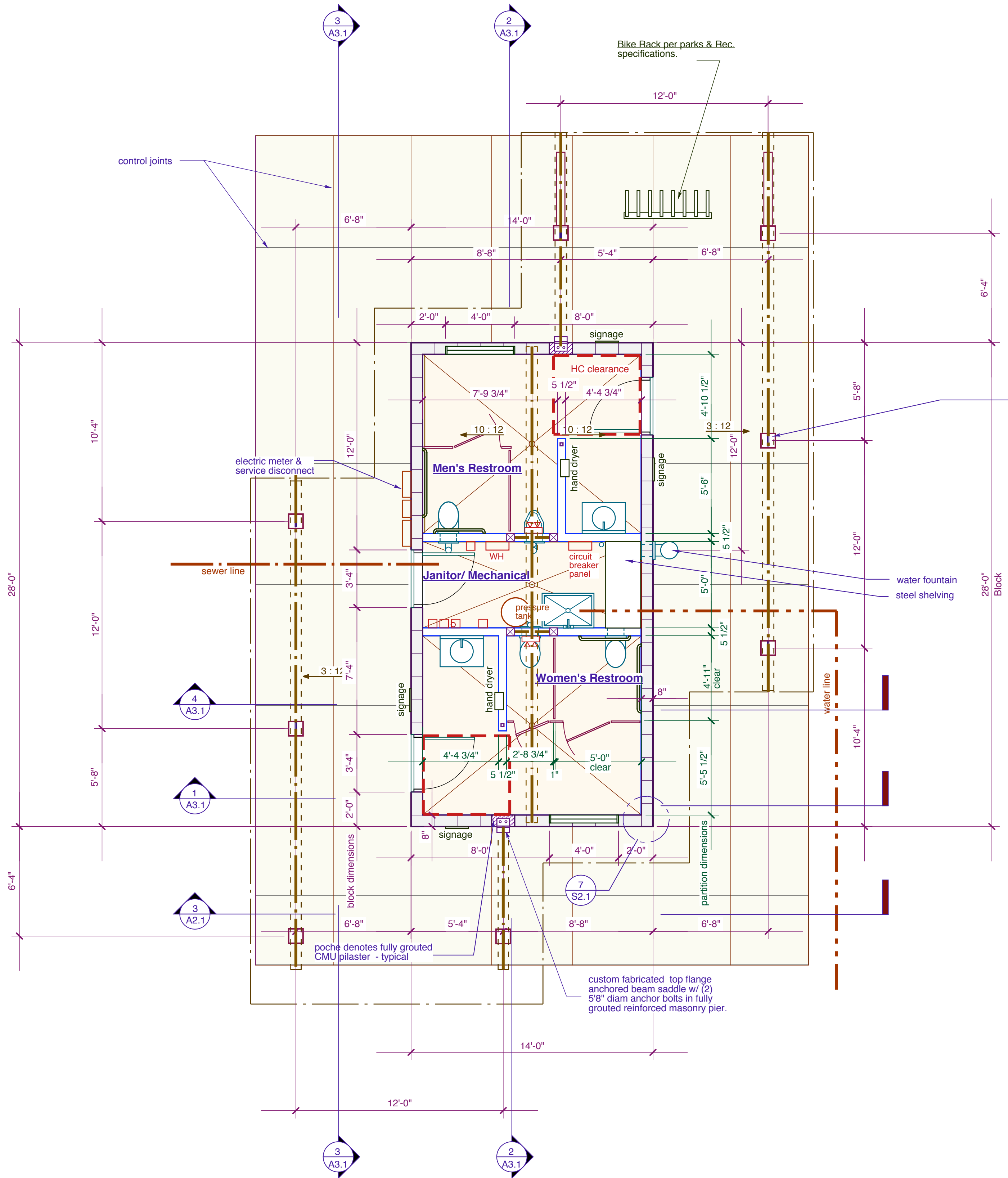


4 SNOW KING AVE SECTION LOOKING EAST
3.0 NOT TO SCALE



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



1

Floor 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: _____

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

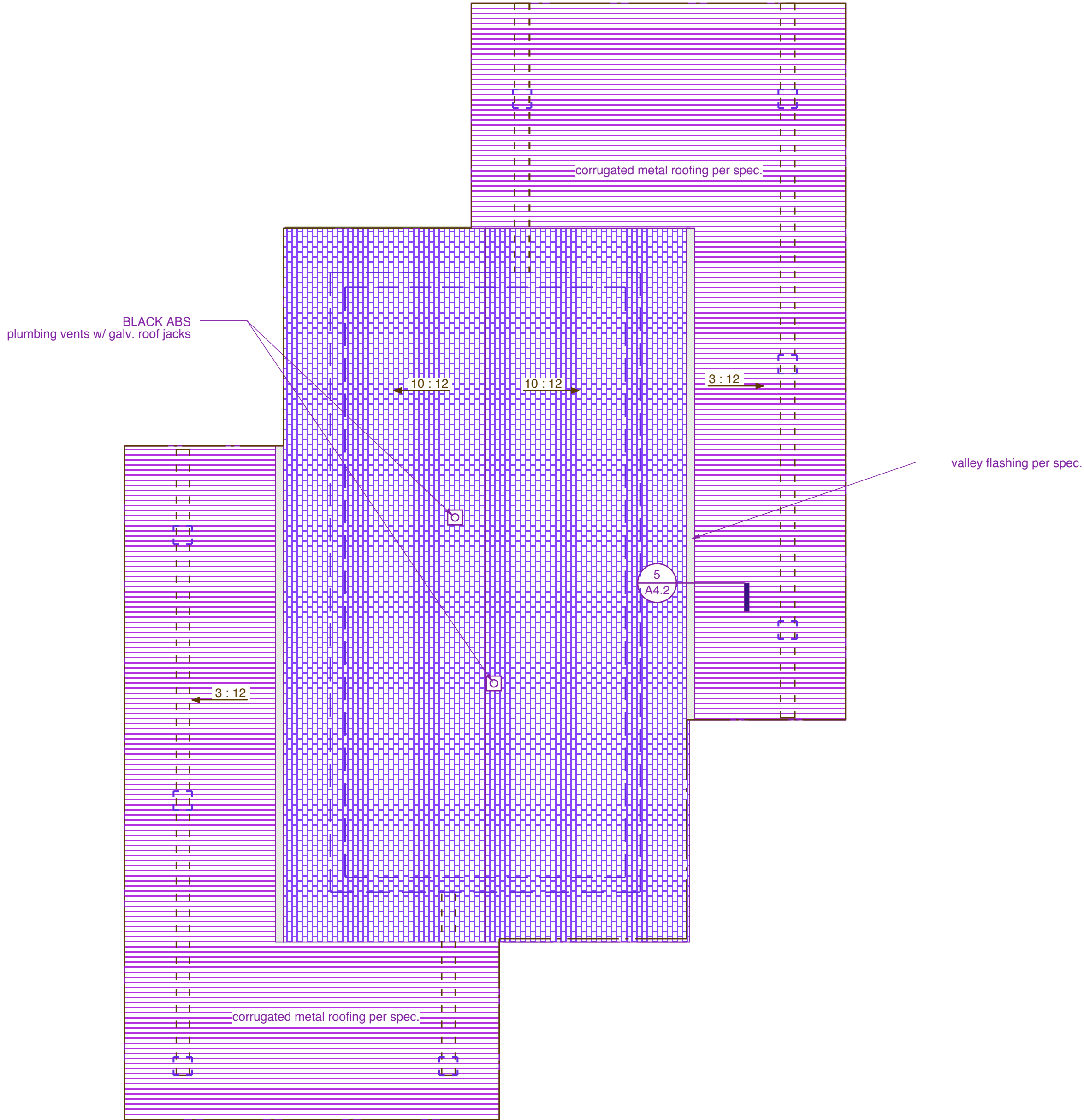
Floor Plan

HandsOn Design

P.O. Box 956 Wilson, WY 83014
(307) 732-1645, ph 732-1646 fax
handson@onewest.net

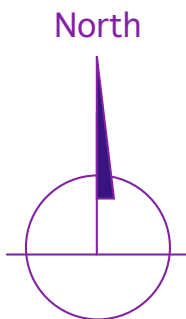
Issue date: 1/4/08

Dwg. no. **A1.1**



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: _____

Release Status of this drawing:

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☐ Progress Print: No part of this drawing is released for construction purposes.

by: _____ date: _____

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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

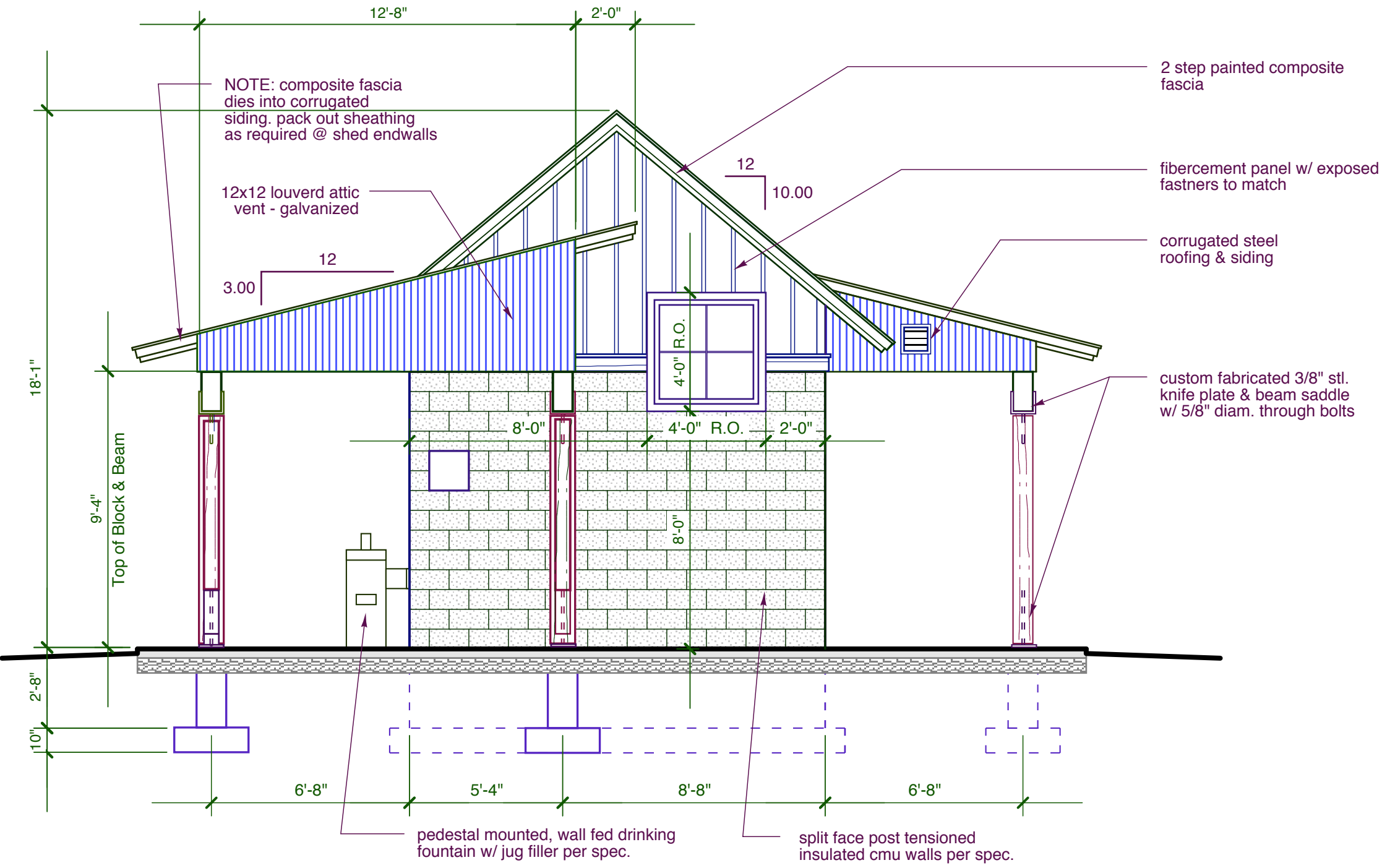
HandsOn Design

P.O. Box 956, Wilson, WY, 83014
(307) 732-1645, ph 732-1646 fax.
handson@onewest.net

Issue date: 1/4/08

Dwg.no.

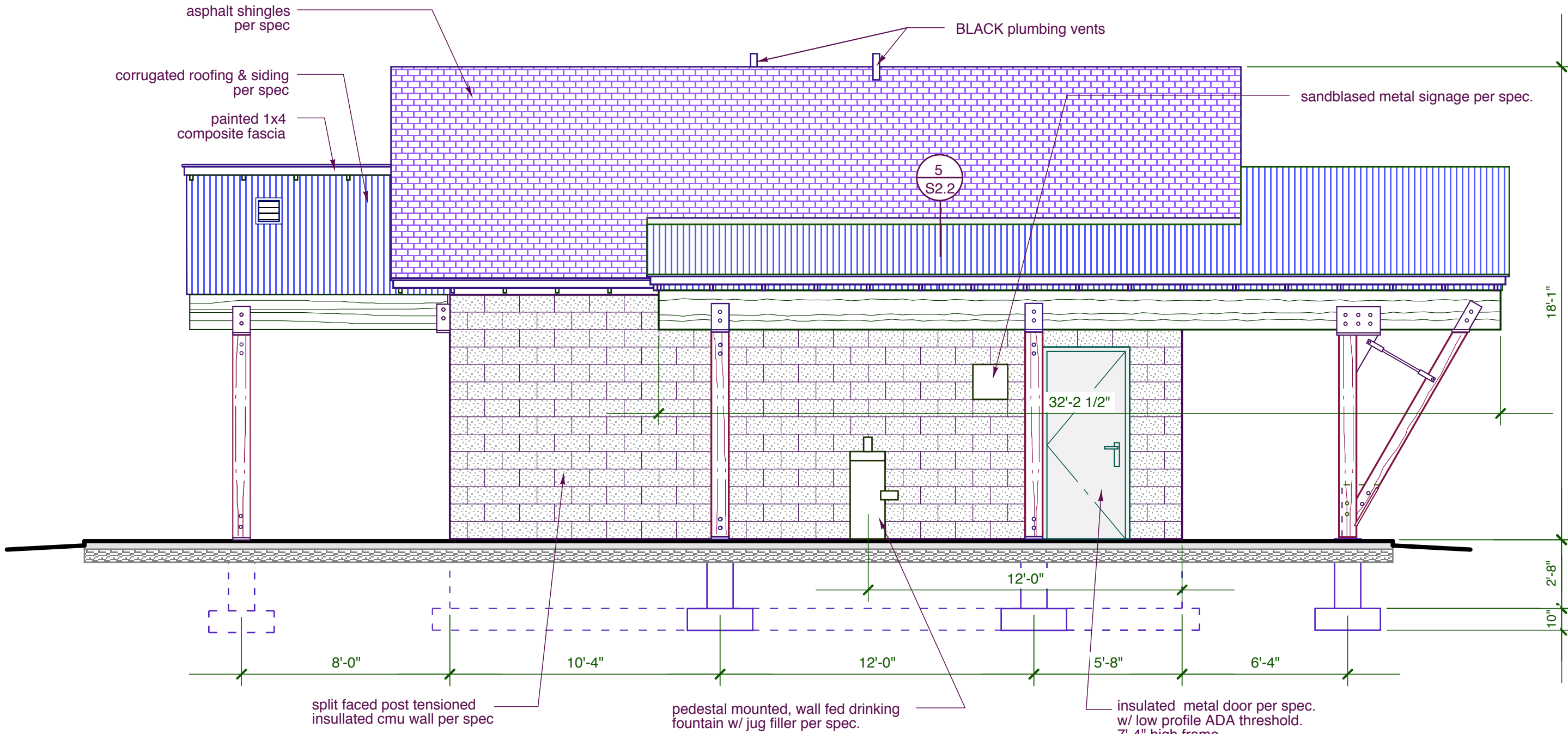
A1.2



1

North Elevation - 2 Stall Restroom Prototype

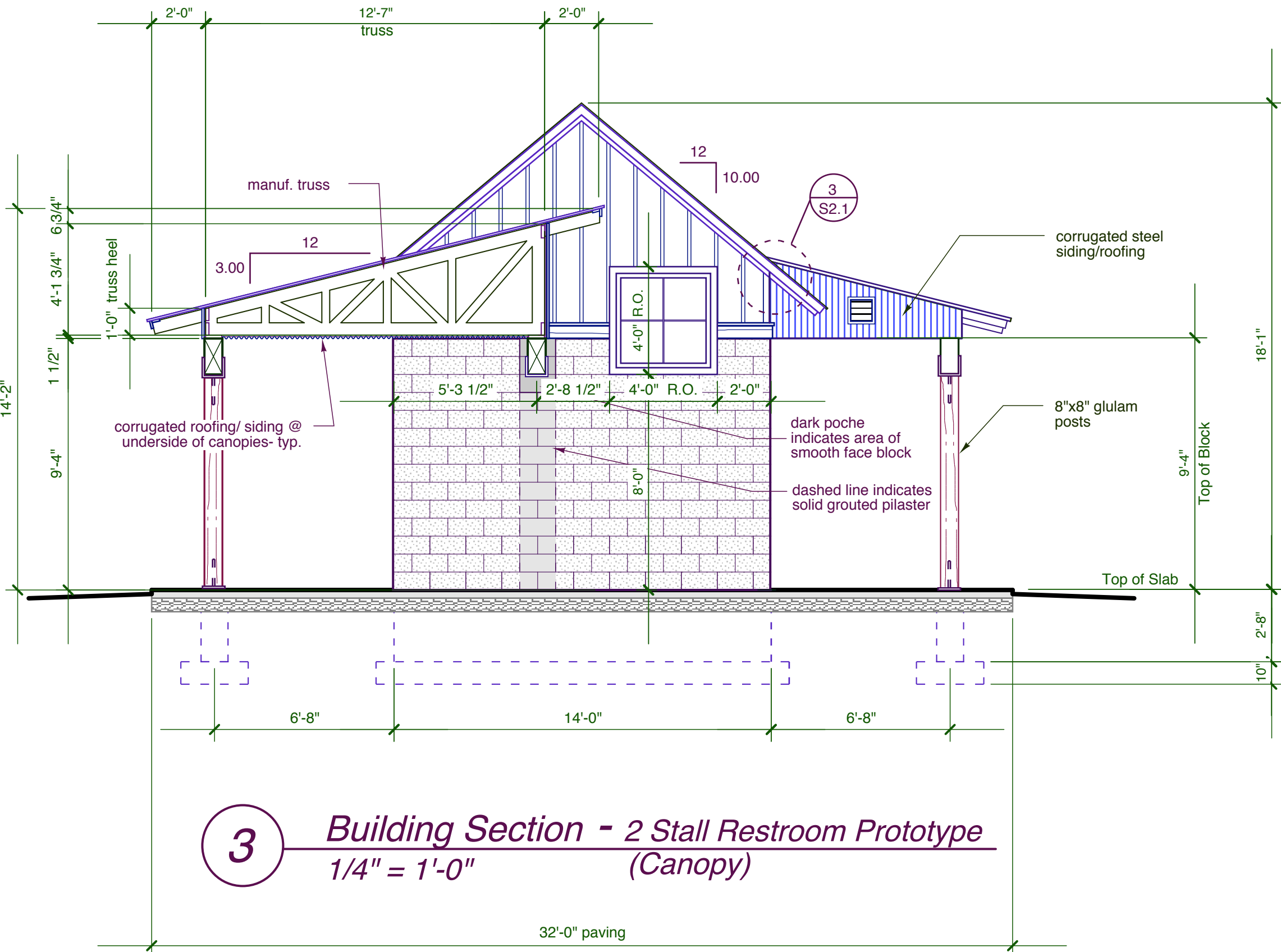
1/4" = 1'-0"



2

East Elevation - 2 Stall Restroom Prototype

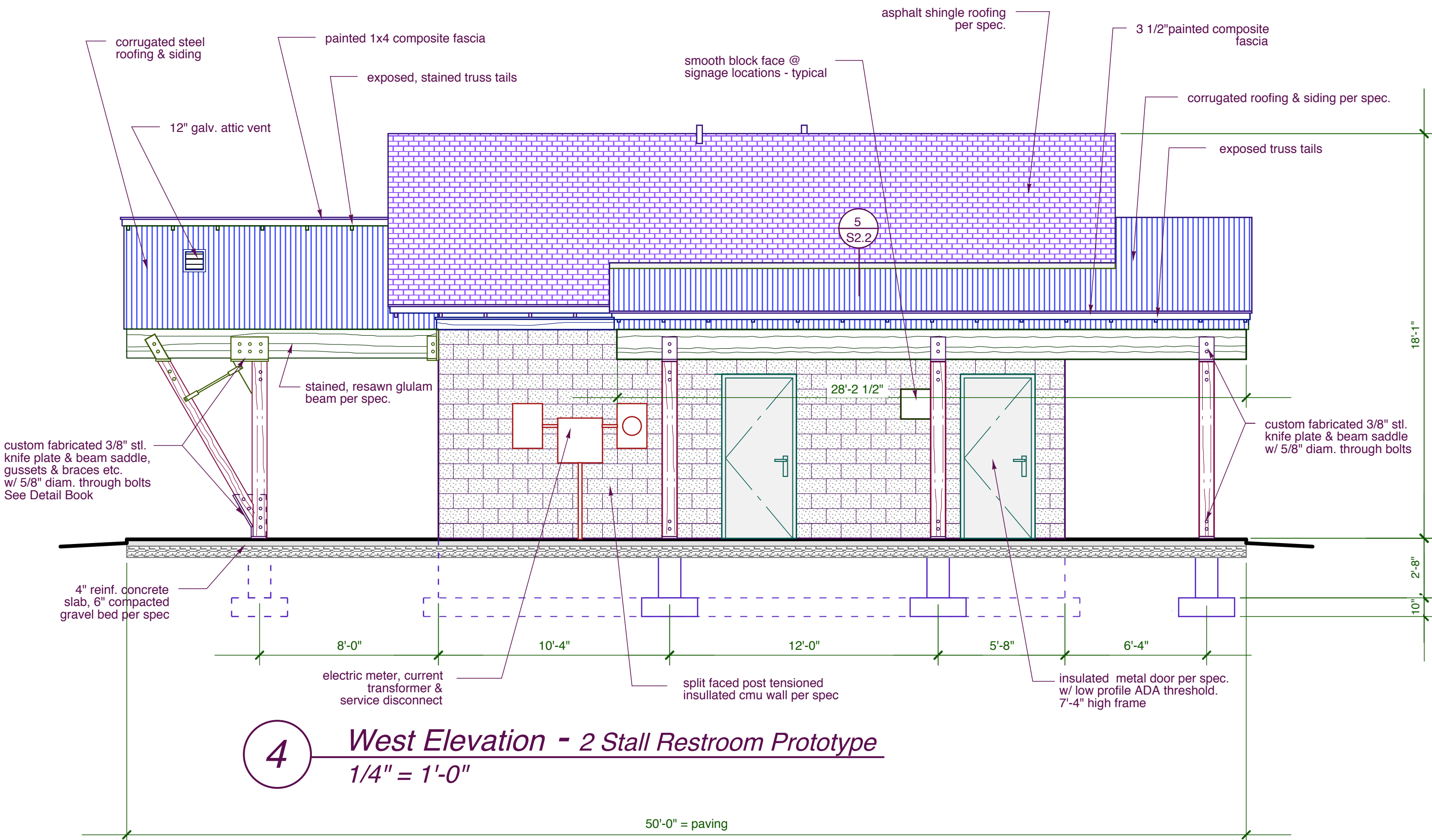
1/4" = 1'-0"



3

Building Section - 2 Stall Restroom Prototype (Canopy)

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.

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

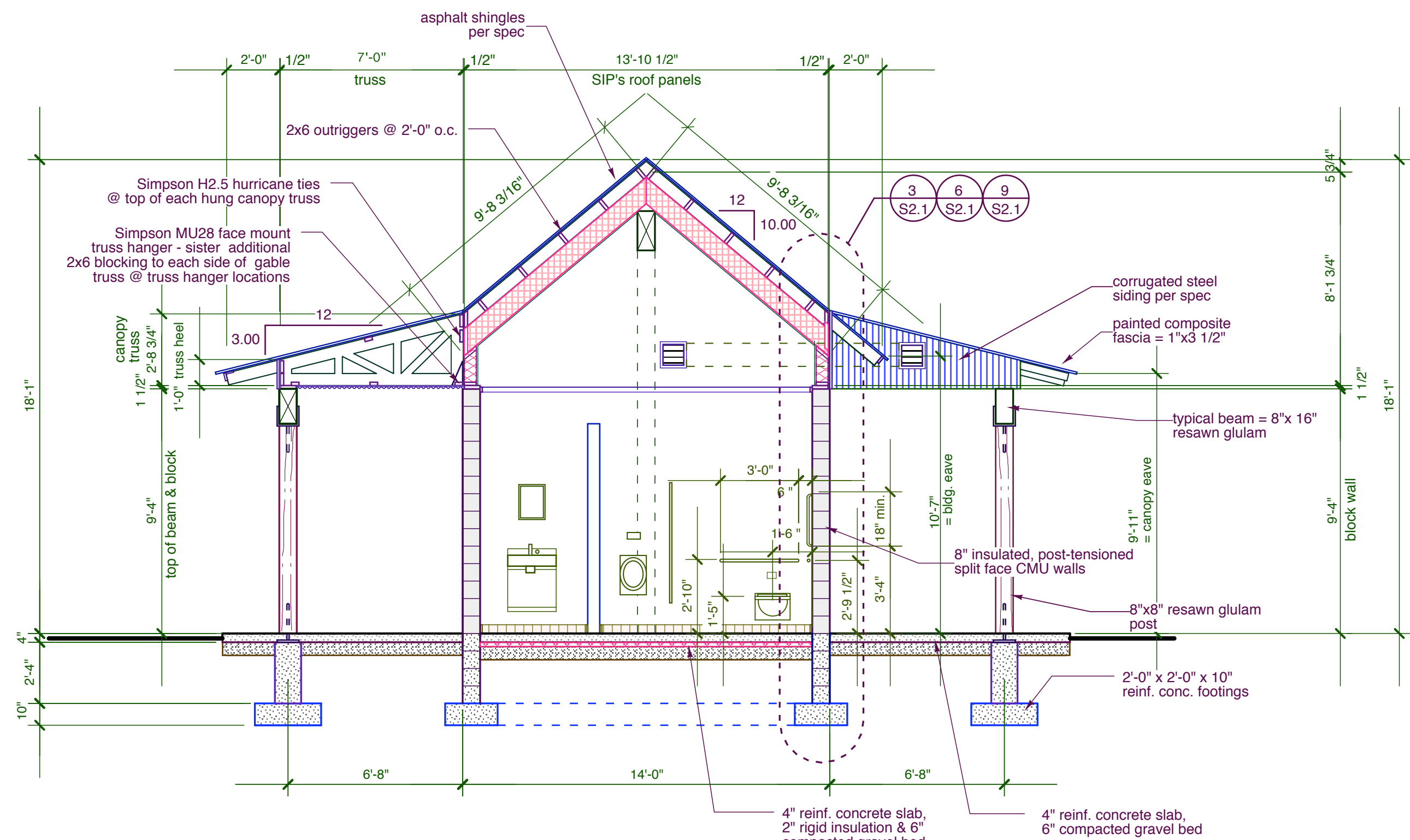
Elevations

HandsOn Design

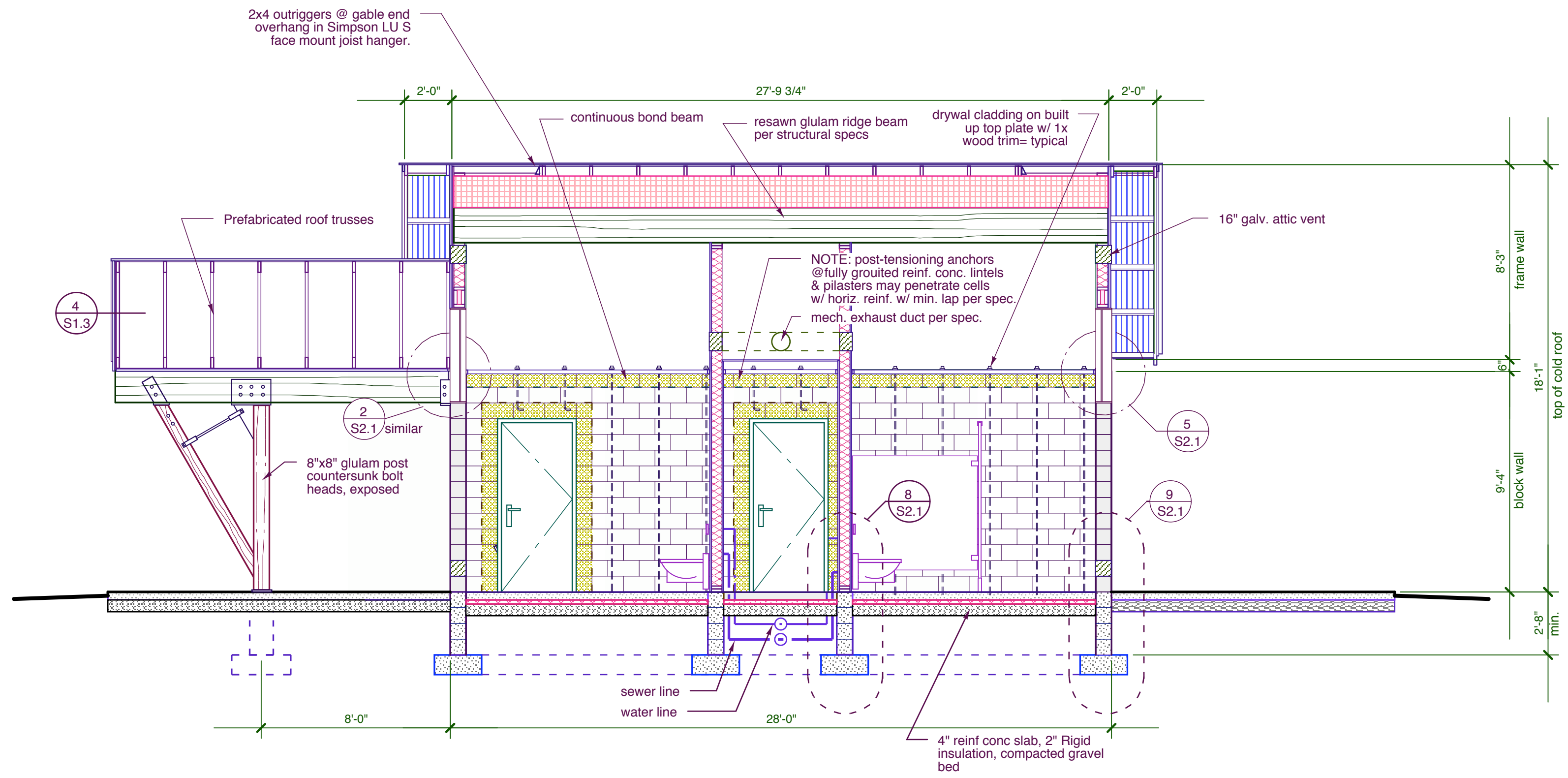
P.O. Box 956 Wilson, WY 83014
(307) 732-1645, ph 732-1646 fax
handson@onewest.net

Issue date: 1/4/08

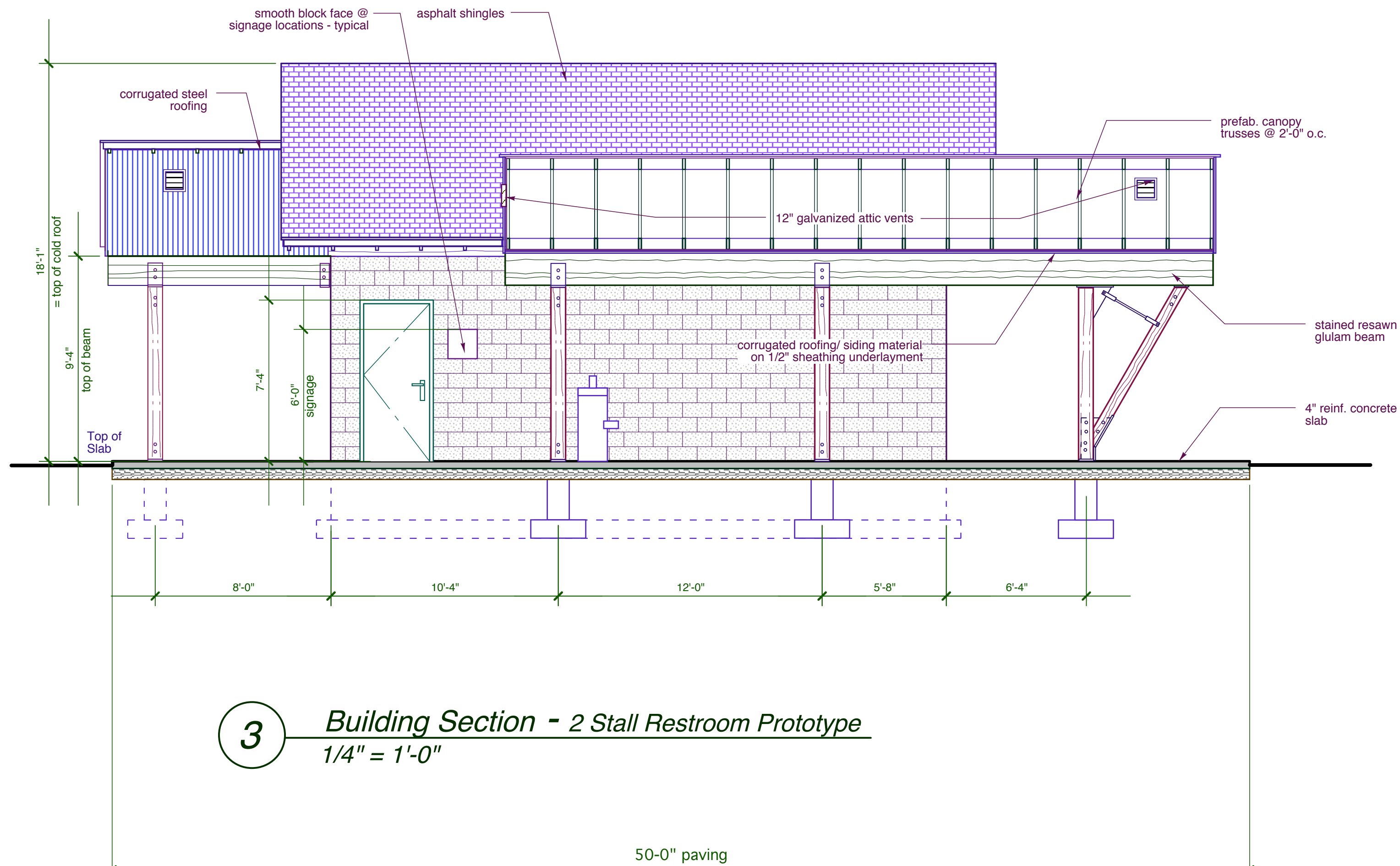
Dwg. no. **A2.1**



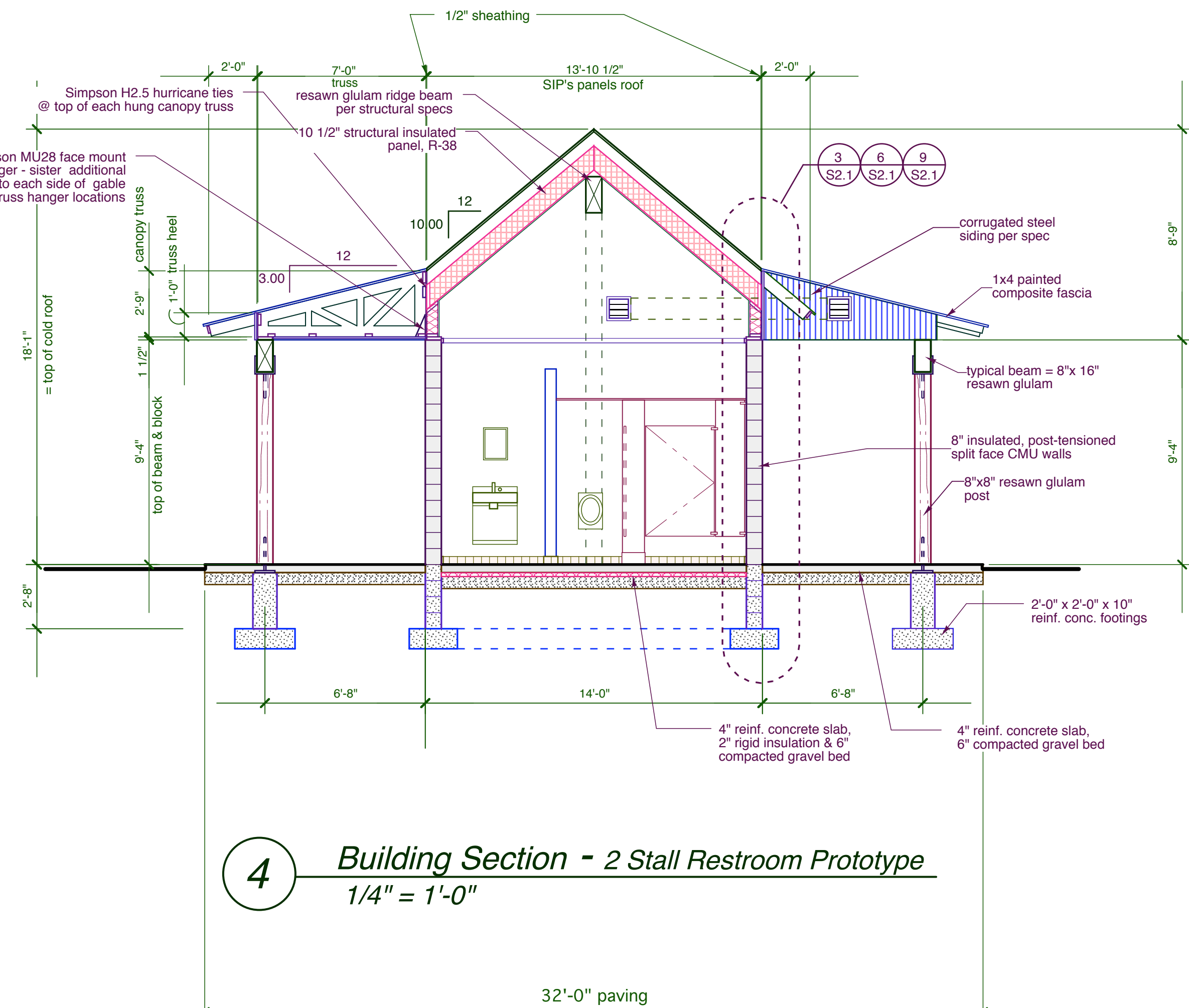
1 Building Section - 2 Stall Restroom Prototype
1/4" = 1'-0" showing typical fixture locations



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"

Issue dates prior to full release:
date: issued to: restrictions:

Release Status of this drawing:

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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

Building Sections

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. **A3.1**

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-130		ENGINEERING DEPARTMENT COMMENTS	CONDITIONAL USE PERMIT APPROVED w CONDTITIONS P24-130 ADDRESS: Karns Meadow Park, Karns Meadow Drive OWNER: Town of Jackson APPLICANT: Teton County/Jackson Parks and Recreation 10/1/2024 Ismael Jimenez, Brian Lenz, 733-3079 DATE OF SUBMITTAL: 08/19/2024 DATE OF MATERIALS: 08/15/2024 REVISION NO.: 00 The engineering division has reviewed your application for a CONDITIONAL USE PERMIT submitted on and with application materials as dated above. CONDITIONS OF APPROVAL: 1.Additional Water or Sewer Capacity fees will be assessed with the restroom building permit and any irrigation connections. 2.The Town has water, sewer, and stormwater utilities crossing all the tracts, as well as power utilities, that require access from adjacent roads. All pathways within the park shall be designed and built to a road standard that can be accessed by necessary equipment. Coordinate with Town Public Works for more detailed information. 3.Provide/maintain access from adjacent roads to the internal pathways for utility equipment. Old accesses shall be reclaimed. 4.Interior pathway junctions must accommodate utility equipment access. 5.Some pathway sections and the bridges are in FEMA Floodways and Special Flood Hazard areas, no/limited or special construction methods may be required. Flood development regulations and no rise certification may apply. 6.Provide appropriate guards between grade separated sidewalks and pathways. 7.Prioritize Low Impact Development, a.k.a green infrastructure, techniques for stormwater management.		
			WER 14978.00a Town of Jackson Karns Meadow Master Plan Conditional Use Permit Teton County Tyler Valentine Senior Planner, AICP		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-130		OTHER	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. 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.		
			See attached letter.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-130		PATHWAYS DEPARTMENT COMMENTS	The planning process should consider bicycle and pedestrian access along Karns Meadow Drive to the park itself and connections to Snow King Ave. and Broadway. The layout of the sidewalk, bike lane, and landscaping along the north side of Snow King will need to detailed as part of this design process. The design team should work with the Pathways Coordinator on this. If possible, there should be direct connections from W. Kelly and W. Hansen directly to the proposed pathway. The design process should also consider a connection from the northeast corner of the park out to Broadway. This will require coordination with the property owners of the Staples/Hoback parcel.		
P24-130		PLANNING COMMISSION REVIEW AND RECOMMENDATION	PC recommended that winter use of the park during the daytime be explored.		
P24-130		PLANNING DEPARTMENT COMMENTS	Conditions are listed in the staff report.		
P24-130		POLICE DEPARTMENT COMMENTS	A couple of concerns regarding the Karns Meadow Natural Park proposal. 1. We are about to begin conversations about E-bikes and are looking for ways to address the existing problems (which are abundant) on pathways and on city streets. I do not support bikes of any kind on the pathways within Karns Meadows. 2. I support the "no dogs" proposal in Karns Meadow. I do believe it would make sense to allow dogs on the shared sidewalk/pathway along Snow King Avenue. If we did not, then everyone with dogs would have to cross the street (to the south side) in order to walk their dog. 3. The Jackson Police Department currently has 3 full-time CSOs that cover 7 days a week. Enforcement of dogs in parks are a small portion of what they do, other duties include special events, 3-hour parking, 72-hour parking, abandoned vehicles, and animal control. 4. If we allow special events in Karns Meadow, it may require additional staff time to process and manage those applications. Michelle Weber Chief of Police		
	09/18/2024	TC PUBLIC NOTICE		TVALENTINE@JACKSONWY.GOV	
	09/19/2024	COMPLETENESS REVIEW		TVALENTINE@JACKSONWY.GOV	

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
	09/19/2024	DETERMINATION OF SUFFICIENCY		TVALENTINE@JACKSONWY.GOV	09/19/2024
	10/01/2024	FINAL LETTER		IJIMENEZ@JACKSONWY.GOV	10/01/2024
	10/22/2024	INITIAL REPORT		TVALENTINE@JACKSONWY.GOV	
	10/24/2024	PARKS AND RECREATION DEPARTMENT COMMENTS		BSCHILLING@JACKSONWY.GOV	
	11/21/2024	PC KEY ISSUES		TVALENTINE@JACKSONWY.GOV	11/21/2024
		FIRE DEPARTMENT COMMENTS			
		TOWN COUNCIL MEETING			
		LEGAL DEPARTMENT COMMENTS			
		START DEPARTMENT COMMENTS			
		PC ROUGH DRAFT			
		BUILDING DEPARTMENT COMMENTS			
		FINAL REPORT			
		JOINT HOUSING DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		PC FINAL DRAFT			
		PC PUBLIC NOTICE			

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:

EcoConnect Consulting LLC

Connecting Ecology and Community

PO Box 13259, Jackson, WY 83002

www.ecoconnectjh.com

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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

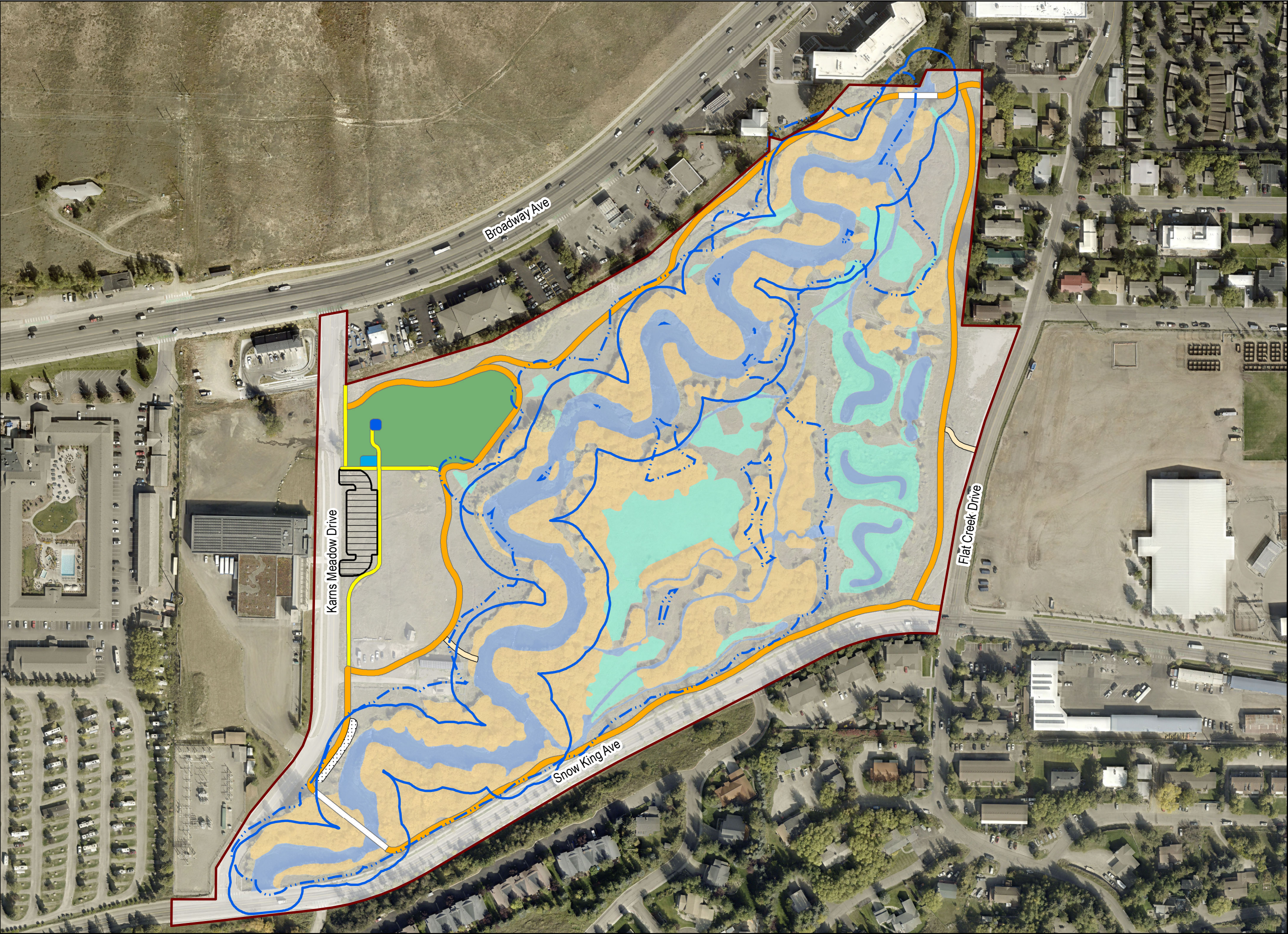


Figure 3:
Proposed Development
and
Wetland and Water Buffers

**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

EcoConnect Consulting LLC
Connecting Ecology and Community
www.ecoconnectjh.com

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.

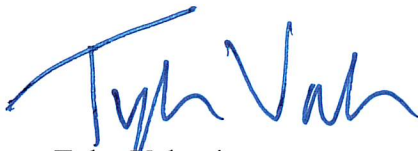
Staff Response: *Staff is neither recommending nor opposing the idea of prohibiting motorized travel (e.g., e-bikes) in the park. We do not find that doing so is necessary to comply with the LDRs. The Council could choose to further limit and restrict the pathway to non-motorized users as part of the 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

From: [John Wright](#)
To: [Town Council](#)
Subject: Keep Karns Meadow Wild
Date: Wednesday, November 13, 2024 10:57:55 AM

If Karns Meadow can't be closed to human activity due to agreements with the Karns family, please keep it as wild as possible.

Keep it closed in winter and build the absolute minimum amount of infrastructure.

Thank you,
~John

=====
John Wright
307.690.4626
jwright@wyoming.com

From: [Lynn Broos](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:34:15 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: michelle.lilypadcreative.com
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:35:18 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Thanks,
Michelle

Michelle McCormick
Lily Pad Creative
307 690 9124

From: [Oona Doherty](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:35:23 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Jack Delay](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:36:44 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Kind regards,

Jack Delay
307-690-8404
Owner/ Broker
Cloudveil Realty
Jackson Hole

From: [Rachel Stam](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:37:15 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. 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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards. While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area. 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. Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sincerely,
Rachel Stam

From: [Diana Osuna](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:40:19 PM

Dear Madame Mayor and Jackson Town,

Please DO NOT groom the Karns Meadow Pathway. This is critical and important winter wildlife habitat. An island in an ever shrinking ecosystem. If this pathway is groomed there will be human + dog vs wildlife conflicts. It difficult enough watching the mess Cache Creek trail has become. We don't need to add another area of conflict to further stress our wintering wildlife. Humans have the option of recreating anywhere their vehicles will take them. Wildlife does not have that option. Do the right thing and protect crucial winter wildlife habitat.

Thank you,
Diana Osuna
Jackson WY

Sent from my iPhone

From: [Kim Mellick](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:40:36 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Kim Mellick FNP-BC

From: [Allison Fleury](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:41:50 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Maurine E. Karabatsos](#)
To: [Town Council](#)
Subject: Karns Meadow
Date: Wednesday, November 13, 2024 1:41:52 PM

Dear Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

Maurine Karabatsos

From: [Alice Stevenson](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:43:22 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Alice J. Stevenson
1101 E 5250 S
Victor, ID 83455
alicejeanstevenson@gmail.com
208-201-2973

From: [Ross Edwards](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:44:46 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [Shannon Spencer](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:45:53 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Shannon Spencer

From: [Sam Petri](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:48:32 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Thank you,

Sam Petri

From: [Mike Krasula](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 1:54:10 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [jgwalker](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:02:54 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPad

From: [Aimee Racette](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:05:47 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Thank you for your consideration in this matter,
Aimee Racette

From: [Greg Prugh Sr](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:12:32 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [Christine Houlton](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:18:00 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. Easy access to exercise and the outdoors is valued by everyone especially the working class residents of Jackson. Having access to in town activities is so important to keeping our community active and healthy. This pathway could be especially beneficial to people who are pressed for time, raising families, and/or working long days. It could also be beneficial to local students who do not have the income levels to participate in club sports. If Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards. While I feel it is important to keep the perimeter pathway open and groomed in the winter. Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Thank you so much!!

Christine Houlton

From: [Diana Eden](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:21:17 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [barbara aronowitz](#)
To: [Town Council](#)
Subject: Kairns Meadow
Date: Wednesday, November 13, 2024 2:33:51 PM



Dear Officials:

I urge you to follow the recommendation of Wyoming Game and Fish to keep the Kairns Meadow closed during winter. Doing so would protect wildlife. Constructing one bridge would be sufficient for public use.

Sincerely,

Barbara Aronowitz
Victor, ID

From: [Kymber Everett](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:34:54 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Respectfully,
Kymber Everett

From: [Jim Hesser](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 2:36:47 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [jessicajaubert](#)
To: [Town Council](#)
Subject: Karns Meadow
Date: Wednesday, November 13, 2024 2:42:12 PM



Dear Mayor Morton Levinson and Jackson Town Council,

I hope you are well. Please support the Karns family's vision by moving forward with designing and constructing the perimeter pathway in Karns Meadow and ensuring it remains open and groomed for daytime Nordic skiing and walking throughout winter.

The Karns family has generously dedicated this land to public use, offering our community a unique, natural space in the heart of town. Year-round access to Karns Meadow is essential to fulfill their commitment to public access and community well-being.

For hundreds of residents, including those in nearby affordable, workforce and residential housing units, Karns Meadow offers an invaluable chance to exercise, connect with nature, and find relief from daily pressures. This easy-to-reach park is especially important for those who need private outdoor space.

While keeping the perimeter pathway open in winter is crucial, I support a seasonal closure of the interior lands to protect wildlife. This balanced approach ensures both recreational access and environmental stewardship.

Let's move forward with this project to make Karns Meadow Park a year-round community resource. Thank you for moving this forward and for all your work on this special public space.

Warm regards,
Jessica

From: [whitney matson](#)
To: [Town Council](#)
Subject: Keep Karns Meadow for Wildlife
Date: Wednesday, November 13, 2024 2:55:48 PM



Dear Madame Mayor and Jackson Town Council,
I want to advocate for keeping Karns Meadow as a place where wild life have a refuge in Jackson.

I live at Flat Creek and Kelly and I love the idea of having a place to recreate so close to home. But I also enjoy walking by the meadow and seeing wildlife there. I like knowing that we continue to preserve habitat and steward what makes our community special. There are other places to recreate in our community, let's leave something for the animals and all biodiversity in the heart of Jackson.

Whitney Matson
440 West Kelly Ave, Unit 10
(Attached is a black bear with 3 cubs seen this fall in Karns Meadow).

From: [David Lymburn](#)
To: [Town Council](#)
Subject: Karns Meadow
Date: Wednesday, November 13, 2024 3:07:22 PM



Dear Madame Mayor and Jackson Town Council,

I live near the corner of Flat Creek Dr and Snow King Ave, and I have two reservations about the development of a park at Karns Meadow:

1) My main concern is that there is already a lot of dog traffic in the area. In both the summer season and the winter season, regular dog owners/walkers frequent the north and south sidewalks along Snow King Ave. At this time, there is plenty of evidence of dog excrement that piles up throughout the year, especially during the spring melt cycle when months of frozen waste thaws out. As a parent of young children, it's difficult at times for us to go on walks because of the problem of stepping in, falling on, or playing in/near the excrement. Dog owners don't seem to take the problem seriously enough and I feel that the increase of traffic from adding a winter walkway might further exacerbate the problem, even though dogs are not supposed to be in the park area at all given the current Karns Meadow plan (they inevitably will be due to the lack of respect from dog owners/walkers, evidenced by the waste seen throughout the year). There is already a winter dog-park in the lot of the rodeo grounds bringing more dog-traffic to the area.

I feel the need for more explicit language is required around the prohibition of dogs in the possible Karns Meadow park, along with actual enforcement if this were to go through. There are countless times when dogs are in existing park areas, off leash, unmonitored, and uncontrolled. Karns Meadow development just provides careless dog owners another area to abuse without real enforcement.

My suggestion is that there are more heavily weighted fines in this park, regardless of season, which comes from periodic, random patrols of the park. If a precedent is set early in the park process, hopefully people learn of and respect the seriousness of the prohibition, especially if wildlife impact is of a concern and there is desire for this to continue to be a wildlife corridor.

2) Even with a nighttime closure - won't this be a significant disturbance to the routes of wild animals? In the past week alone, during the daytime I've seen a fox, an ermine, mule deer, countless birds, and heard several coyotes (at dawn and dusk) in Karns Meadow. Earlier this year, I saw a pine marten, moose, elk, and black bears using the space. If you start to develop the park at all, adding foot traffic, this will certainly displace animals and reduce frequency of travel through the corridor. My hope is that there is minimal infrastructure added to the area if the plan moves forward, and that like the dog closure, at minimum the nighttime closure actually be enforced.

I guess I'm not convinced the space should be a park. It seems moderately impactful

to a space that is one of the last, if not the last in-town respite for wildlife.

If it is going to be a park, I hope that it is closed to dogs and at night AND those things are enforced.

Regarding the winter closure - I guess I don't think it's a requirement to make a new park. I've lived at this same location for 6+ years, with children, and have never said, I NEED a park at Karns Meadow to get my access to exercise. There are other locations which are suitable as well. Would it be nice to have? Sure, but at the expense of heavily impacting wildlife - I'm not sure that's the direction we should go. Want vs. need. So for that reason, I don't see the need for a winter park and view that it could/should be closed. That would help reduce the impact on wildlife and from irresponsible dog owners and their waste piling up over the winter months.

Best of luck in the decision making process. I know it's not easy - and the best we can do is be flexible and good to one another.

Thank you very much.

-David

From: [Mike May](#)
To: [Town Council](#)
Subject: Karns Meadow pathway - when is enough, enough
Date: Wednesday, November 13, 2024 3:15:29 PM



Dear Madame Mayor and Jackson Town council

I generally support FOP but strongly disagree with keeping karns meadow pathways operational in the winter. Even along the perimeter. We talk a lot about wildlife values here. Yet time and time again give lip service to them while our actions erode them. Perforated development in town and all around JH stresses out wildlife, especially big ungulates like our beleaguered mule deer population in myriad ways. A winter pathway system in karns would exacerbate the problem further and despite the lobbying from special interest groups (including FOP which does a lot of good) should be a nonstarter. Period. Please put iron in your words about caring about wildlife and just say no here.

Sincerely Mike May
Jackson Wyo

From: [Mike Hardaker](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 3:30:50 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Mike Hardaker | Creator & Publisher

Mountain Weekly News

480 S. Cache #13

Jackson WY, 83001

Office: 307-264-5899

<https://mtnweekly.com>

From: [Susan Park](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 3:32:03 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [Susan Park](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 3:36:49 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

As a Friends of the Pathways supporter as well as a friend of the Karns family, I ask that this plan be approved and maintained now. It is so needed for those who live close.

Thank you!

Susan Park

Sent from my iPhone

From: [Kristin Shean](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 4:33:21 PM



Dear Leaders of the Town of Jackson, I very much concur with the following letter to keep Karns Meadow open and groomed in the winter. It is in a great location for many residents to enjoy a new winter area to recreate.

Sincerely, Kris Shean
915 Shelby Ln, Jackson

Dear Madame Mayor and Jackson Town Council, Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. 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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards. While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area. 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. Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Kevin Krasnow](#)
To: [Jim Rooks](#)
Subject: Connect Thursday or Friday?
Date: Wednesday, November 13, 2024 4:39:22 PM



Hi Jim,

I hope this email finds you well! I'd love to connect about Karns meadow tomorrow (Thurs) or Friday. Please let me know if you have any time, or just give me a call at (307) 203-7511. I look forward to speaking with you.

Best wishes,
Kevin

Kevin Krasnow, Ph.D.
Conservation Director
Jackson Hole Conservation Alliance
office: (307) 733-9417 ext. 4
mobile: (307) 203-7511
website: JHAlliance.org
facebook: [JHConservationAlliance](https://www.facebook.com/JHConservationAlliance)



From: [Kevin Krasnow](#)
To: [Hailey Morton Levinson](#)
Subject: Connect Thurs or Friday?
Date: Wednesday, November 13, 2024 4:40:07 PM



Hi Hailey,

I hope this email finds you well! I'd love to connect about Karns meadow tomorrow (Thurs) or Friday. Please let me know if you have any time, or just give me a call at (307) 203-7511. I look forward to speaking with you.

Best wishes,
Kevin

Kevin Krasnow, Ph.D.
Conservation Director
Jackson Hole Conservation Alliance
office: (307) 733-9417 ext. 4
mobile: (307) 203-7511
website: JHAlliance.org
facebook: [JHConservationAlliance](#)



From: [Kevin Krasnow](#)
To: [Jonathan Schechter](#); [Jonathan Schechter](#)
Subject: Connect Thurs or Friday?
Date: Wednesday, November 13, 2024 4:40:51 PM



Hi Jonathan,

I hope this email finds you well! I'd love to connect about Karns meadow tomorrow (Thurs) or Friday. Please let me know if you have any time, or just give me a call at (307) 203-7511. I look forward to speaking with you.

Best wishes,
Kevin

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Conservation Director
Jackson Hole Conservation Alliance
office: (307) 733-9417 ext. 4
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From: [Laurie L. Thal](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 4:42:23 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Thank you,
Laurie Thal

From: [PETER SCOTT SAHLMAN](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 4:42:57 PM



Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Peter
917.686.1066

From: [Joe DiPrisco](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 4:43:34 PM



Dear Madame Mayor and Jackson Town Council,

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Joseph DiPrisco
Sylvia DiPrisco

From: [Carol Poole](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 4:59:34 PM

Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [Carol Poole](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 5:01:01 PM

Dear Madame Mayor and Jackson Town Council,

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Respectfully,
Carol Poole

Sent from my iPhone

From: [Carol Poole](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 5:01:26 PM

Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Respectfully,

Carol Poole

Sent from my iPhone

From: [Gina Ricks](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 5:58:50 PM



Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sincerely,
Gina Ricks

From: [Cara Sengebush](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 6:03:35 PM



Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Rebecca Taylor](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 8:09:55 PM



Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Linda Damiano](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 8:26:08 PM

Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Linda Damiano

Sent from my iPad Mini

From: [Tracy Poduska](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 8:57:11 PM



Dear Madame Mayor and Jackson Town Council,

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Sincerely,
Tracy Poduska

From: [Lynn kennen](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Wednesday, November 13, 2024 9:29:15 PM



Dear Madame Mayor and Jackson Town Council, Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. 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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards. While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area. 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. Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Morris Mellion](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 12:15:09 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone
Morris Mellion
PO Box 728
Teton Village WY 83025

From: [Jaime Bott](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 2:24:31 AM



Dear Madame Mayor and Jackson Town Council, Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. 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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards. While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area. 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. Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Jaime Bott

From: [Tammy MacWilliams](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 4:36:42 AM

Dear Madame Mayor and Jackson Town Council,

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Sent from my iPhone

From: [Kendall Heller](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 4:49:49 AM



Dear Madame Mayor and Jackson Town Council,

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I own and live near Karns Meadow, my sister made the artistic signage for the corner! This park space is so important for mid-town, please execute the pathway system, as it would be a regular daily visit and use for us since we only have an apartment, no deck or no yard. This would be amazing to have around the corner!!

Thank you and sincerely,

Kendall

From: [Penny Lodge](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 5:47:02 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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To: [Town Council](#)
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Date: Thursday, November 14, 2024 5:47:49 AM

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Sent from my iPhone

From: [Dorie Smith](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 6:14:04 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round. Thank you, Dorie and Randy Smith

From: [James Brooks](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 7:02:03 AM



Dear Madame Mayor and Jackson Town Council, Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. 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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards. While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area. 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. Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Rachael](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 7:20:21 AM

Dear Madame Mayor and Jackson Town Council,

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Sent from my iPhone

From: [Chris Owen](#)
To: [Town Council](#); [Town Council](#)
Subject: Karns Meadow
Date: Thursday, November 14, 2024 7:31:50 AM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

It seems extraordinary that the intent of their gift to the town has been forgotten. Imagine if future philanthropists see how this process has played out and forgo giving back to the community because of the hassles associated with it. There is a great opportunity to honor their vision on the exterior and protect wildlife on the interior. Please choose this opportunity and thank you for your public service.

Chris

From: [Jocelyn Wasson](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 8:00:20 AM



Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Get [Outlook for iOS](#)

From: [Patrick Dominick](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway closed in the winter
Date: Thursday, November 14, 2024 8:40:15 AM



Dear Madame Mayor and Jackson Town Council,

I enthusiastically support the protection of Karns Meadow as a wild property ... as much as possible. I am grateful to the Karns Family for making this land available to the Town of Jackson. We recognize the value of this public land to our community and support efforts to improve its accessibility but minimize wildlife intrusion. I hope the approval of this plan will include these conditions to ameliorate the impact of human activity:

1.
A narrower pathway of 8' or less.
 - a.
It would reduce the total paved area by 20%, or 8,700 square-feet.
2.
Reduce the size of the proposed 1.3-acre lawn to .75 acres.
 - a.
This would diminish the amount of native plants replaced by high-maintenance grass.

The approved plan for a circumnavigating pathway with two bridges is quite ambitious and possibly annoying to wildlife. Eliminating the second bridge and creating an out-and-back pathway or lollipop loop could minimize the fiscal cost to our community and the degradation to wildlife habitat. I urge the councilors to heed the recommendations of the Wyoming Game & Fish Department. It is possible to create an accessible pathway and parking with minimal impact on this vital wildlife habitat.

A last note - the noise of grooming would likely discourage wildlife settling into there Karns landscape. Is that something the council desires?

Thank you,

Patrick Dominick
Jackson, WY 83001
1pldom@
703-927-5986

PO Box 6297
Jackson WY 83002

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Franz Camenzind Email the Town Council
Date: Wednesday, November 13, 2024 8:27:24 PM



Email the Town Council

Email Content:

Regarding Conditional Use Permit for the Karns Meadow Master Plan (P24-130). I request that these brief comments be an addendum to comments regarding this topic sent November 8, 2024. Thank you-

FIRST: A Mitigation Plan of 2:1 is mentioned. The Plan must be presented in detail and accepted before any "go ahead" vote is taken. "Acceptance" will be recommended after review by Town staff and that of the Teton Conservation District. To be in detail it must have at least; 1) The location identified and the applicant must have the authority to apply mitigation actions at that location, 2) Mitigation must Improve habitat similar to that being impacted by Karns Meadow activities, 3) The site must be monitored annually by applicant for a minimum 10 years post-application and then at five-year intervals and with each monitoring action a full report must be shared with the Town of Jackson and the Teton Conservation District for review. If at any review period mitigation appears to not meet expectations, additional mitigation actions must be implemented until full mitigation is achieved and the site achieves full ecological function as determined by Teton Conservation District staff.

SECOND: In July of 2024 Town Council passed a resolution to recognize and uphold the Rights of Nature defined as "the physical world and everything in it, including plants, animals, mountains, rivers and other features and products of the earth."

How on earth can the Council now go ahead and authorize the proposed recreational development plan for the largest, minimally protected wetlands, riparian and upland meadow with a free-flowing stream directing the property, all within the Town of Jackson? I realize a Resolution holds no legal standing, however I would hope that the resolution, the accompanying "pledges" of the Council members would be worth more than words on paper. This is the largest, the best and likely the only such opportunity to honor the Rights of Nature.

What an expression of the Council's determination to stand with its Rights of Nature Resolution if Karns Meadow were left undeveloped and remained as the safe-haven for our wildlife in this bustling urban environment.

Thank you for considering my thoughts,

Franz Camenzind
Jackson

Your Name:	Franz Camenzind
------------	-----------------

Your Company Name:	Retired
--------------------	---------

Your Phone Number:	307 690 1934
--------------------	--------------

Your Email Address:	fcamenzi@wyoming.com
---------------------	--

Your City:	Jackson
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Your State:	WYO
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Your Zip Code:	83001
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Email not displaying correctly? [View it in your browser.](#)

From: [Margie Reimers](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 8:58:58 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: [Geoff Gottlieb](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 9:08:44 AM



Dear Madame Mayor and Jackson Town Council,

As a board member of The Jackson Hole Conservation Alliance, I enthusiastically support the protection of Karns Meadow, and recognize the value of this public park to our community and support efforts to improve its accessibility.

However, the approved plan for a circumnavigating pathway with two bridges is ambitious. Eliminating the second bridge and creating an out-and-back pathway or lollipop loop could minimize the fiscal cost to our community and the degradation to wildlife habitat. I urge you to heed the recommendations of the Wyoming Game & Fish Department. It is possible to create an accessible pathway and parking with minimal impact on this vital wildlife habitat.

Kind regards,

Geoff Gottlieb
JHCA
Mobile: +1 (203) 434-5871

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Bev Boynton Email the Town Council
Date: Thursday, November 14, 2024 8:21:33 PM



Email the Town Council

Email Content:

Dear Mayor Morton Levinson and Town Council Members,

Re: Comment on Karns Meadow Development

I agree with the comments and suggestions in the November 8, 2024 open letter from the Jackson Hole Conservation Alliance, written by Kevin Krasnow and Renee Seidler.

I would like to add a perspective in how to look at the controversy of keeping the Karns Meadow Pathway open and groomed all winter, versus keeping it a winter wildlife closure. Since the death of 399, a number of folk in the community and region have asked what more might have been done to keep her safe. Too late for her, but Karns is an example where the town can make it safer for a variety of wildlife when they are most vulnerable. Similar to 399, moose and mule deer migrate to Karns meadow daily, presumably as a safe place to eat and rest, without the constant vigilance often required when people are close by. This mini-migration involves hazardous road crossings; any planned road crossing may be an unrealizable dream (i do think the low speed limits on Broadway are fairly effective). But a winter closure could help this population of moose and mule deer a great deal.

Bear 399 has now shown that we all need to learn to better coexist. If not now, when? I ask you to make Karns Meadow a winter wildlife closure.

Thank you for the hard work you and other electeds do.

Your Name:	bev boynton
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3076907200
Your Email Address:	boyntonb@gmail.com
Your City:	kelly
Your State:	WY

Your Zip Code: 83011

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

From: [Bruce Walker](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 10:13:13 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my phone.
Pardon my big thumb typos.

From: [Maureen Brown](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Friday, November 15, 2024 7:41:39 AM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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From: [Kristen Broeder](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Friday, November 15, 2024 7:46:57 AM



Dear Madame Mayor and Jackson Town Council,

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sincerely,
Kristen Broeder
Wilson, Wyoming

From: [Elizabeth Peltz](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Friday, November 15, 2024 8:22:40 AM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: noreply@civicplus.com
To: [Jim Rooks](#)
Subject: Online Form Submittal: Fred Becker Email Jim Rooks
Date: Friday, November 15, 2024 9:09:14 AM



Email Jim Rooks

Email Content:

Jim: What was the reason that Mogul wants to excavate a 30 foot deep hole on the north end of the Site? Does the footprint still cover the entire Site? And the proposed almost 3 acre parking garage remains the same? Given that comment about "shrink wrapping" the contaminant plume, I talked to a couple of colleagues who have not only never heard of this idea, but also opined that it won't be entirely successful (it will leak). We can't guarantee anything that we cannot physically inspect for imperfections. Also, they think that pumping this much water is unrealistic since it has to be cleared of sediment and contaminants before being re-injected.

I really think that Mogul has no intention of remediating the groundwater contamination. If they were, they would have already set up a pump and treat system which takes years to finish the job but is proven technology.

Your Name:	Fred Becker
------------	-------------

Your Company Name:	POWJH
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Your Phone Number:	2069530933
--------------------	------------

Your Email Address:	fredhb@comcast.net
---------------------	--

Your City:	Wilson
------------	--------

Your State:	WY
-------------	----

Your Zip Code:	83014
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Email not displaying correctly? [View it in your browser.](#)

From: [Russell Scott](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Friday, November 15, 2024 9:20:51 AM

Dear Madame Mayor and Jackson Town Council, It seems keeping public access to Karns Meadow perimeter trail open all winter is appropriate with the restrictions of no dogs & daylight only. Thanks for ALL you do to make Jackson a wonderful place to live!
Russell Scott

.

Sent from my iPhone

From: [Jenny Karns](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 9:21:41 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Jenny Karns BS, PFT, CMT
"Make it a healthy beautiful day!"

From: [Keith Benefiel](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 11:09:32 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

OK, I know this is lazy, but I totally agree. Keith Benefiel, 733 3847

From: [Clark, Mark](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 11:42:40 AM



Dear Mayor and Town Council of Jackson,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sincerely yours,

Mark Clark
5225 Shoshone Dr.
PO Box 1841
Wilson, WY 83014

Colorado Rocky Mountain School puts the security of the community at a high priority. Therefore, we have put efforts into ensuring that the message is error and virus-free.

This email originated from the:

[Colorado Rocky Mountain School](#) | 500 Holden Way | Carbondale, CO 81623 | 970.963.2562

From: [Paul Fridman](#)
To: [Arne Jorgensen](#)
Cc: [Avi](#)
Subject: Congratulations and a request to meet
Date: Thursday, November 14, 2024 12:07:00 PM



Dear Arne -

Along with other community leaders, I would like to extend a heartfelt congratulations on your new position!

I would like to see if a few of us could get on your calendar sometime over the next few weeks.

We represent a number of local Jewish and Christian organizations and refer to ourselves as the WY Judeo Christian Alliance.

Given the instability in the Middle East and elsewhere we felt that this was a great opportunity to meet with you, share some of our experiences, as well as hear from you how far away events impact our local communities.

Please let us know what would potentially work best for you.

Sincerely,

Paul
WY Judeo Christian Alliance
415-283-7061

From: [Jenny Fitzgerald](#)
To: [Jessica Chambers](#)
Cc: [Kevin Krasnow](#)
Subject: Time to meet tomorrow?
Date: Thursday, November 14, 2024 12:14:35 PM



Hi Jessica,

I have not met you in person outside of Council meetings yet. With Karns on the docket this coming week, I am hoping you may have time tomorrow morning before 11 or after 2:30? We would like to talk through the aspects of the application and how we can find a responsible solution.

I recognize its last minute, but if its possible, your time would be greatly appreciated!

Thanks!

-Jenny

--

Jenny Fitzgerald (she/her)
Executive Director
Jackson Hole Conservation Alliance
Office: 307-733-9417 ext. 1
Mobile: 307-690-7733
www.JHAlliance.org



From: [Jim Turley](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 1:08:27 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Jim Turley
Jim Turley Photography
Jackson Hole, Wyoming
jturleyphoto.com
303-809-5375

Sent from my iPhone

From: jvisosky@icloud.com
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 1:36:11 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Regards,
Jen Visosky

From: [Ben Read](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 10:53:11 AM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. Because there are busy roads on all sides of the meadow, a pathway is likely to have little to no impact on animals that regularly encounter people in this area.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Best wishes and thanks,

Benjamin Read
831 Upper Cache Creek Drive
Jackson, WY 83001

From: [Donald & Karen Saner](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 2:43:02 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Karen & Donald Saner

From: [Celia Wallace](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Monday, November 18, 2024 10:02:22 AM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter. 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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Celia C. Wallace
c.202.744.2023

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Deanne Hunter Email the Town Council
Date: Friday, November 15, 2024 1:01:39 PM



Email the Town Council

Email Content:

I am contacting you because I am concerned about Karns Meadow plans for pathway, lighting project. I wish, just once, you would leave open space and wetland space ALONE! Why does every green space have to be invaded? Is there really not enough pathways to keep everyone busy. You know it won't stop with just a pathway. It will turn into more housing and ruin for wildlife. It was originally intended for a safe space for wildlife. You keep adding just one more project and then one more. There is already so much grass scraped away, too many trees chopped down and too many concrete boxes put up and too much asphalt laid down. Stop with the nonsense. Maybe read the Lorax with an open heart and realize not everything planned is good for anyone or anything. Once you've screwed up this valley enough who will come to rescue us?

Your Name:	Deanne Hunter
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	307-690-3402
Your Email Address:	dehunter53@gmail.com
Your City:	Jackson
Your State:	Wy
Your Zip Code:	83001

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

From: [Matthew Lee](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Friday, November 15, 2024 1:51:34 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

From: [Morgan Graham](#)
To: [Town Council](#)
Cc: [Tanya Anderson](#); [carlin](#)
Subject: Karns Meadow Pathway Comments
Date: Friday, November 15, 2024 4:40:53 PM
Attachments: KarnsMeadowPathway_MGraham_111524.pdf



Dear Mayor Morton Levinson and Town Council,
Please see my attached comments regarding winter wildlife use in Karns Meadow.

In particular, I invite you to watch this brief [video](#).
This is an older animation I created from GPS collar data of a doe completing a near daily migration between Karns Meadow and Saddle Butte.

Thank you for your time.
Morgan Graham

Morgan William Graham
GIS & Wildlife Habitat Specialist
Teton Conservation District
420 W. Pearl Ave.
PO Box 1070
Jackson, WY 83001
(Office) 307-733-2110
(Cell) 307-413-5635
morgan@tetonconservation.org
www.tetonconservation.org
[TCD Surface Water Inventory](#)

Please note: Email 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.

From: [Brad Niva](#)
To: [Lodging Tax](#); [mmb.jhttb@gmail.com](#); [Christina.White@nps.gov](#); [shannon.schiner@jacksonhole.com](#); [Wes Gardner](#); [Arne Jorgensen](#); [ryan@orijinmedia.com](#); [ned.wonson@jacksonhole.com](#); [dgoodson@springcreekcranch.com](#); [rebecca.hotze@usda.gov](#); [ebirnie@cfjacksonhole.org](#); [john@jacksonholechamber.com](#); [lyrica@jacksonholechamber.com](#); [Special Events](#); [Kara Hobby](#); [Charlotte Frei](#); [sam@friendsofpathways.org](#); [destination@tetoncountywy.gov](#); [Brian Schilling](#); [Bruce Abel](#); [chris@friendsofpathways.org](#); [marty@jhcenterforthearts.org](#); [willi@jhcenterforthearts.org](#); [jenlee@artassociation.org](#); [jill.callaway@gmail.com](#); [carrie@jhpublicart.org](#); [natalia@offsquare.org](#); [Chip_Jenkins@nps.gov](#); [linda.merigliano@usda.gov](#); [rick@jacksonholechamber.com](#); [julie.calder@jacksonhole.com](#); [sami_powers@nps.gov](#)
Cc: [Kristin Dahl](#); [Nicole Waehner](#)
Subject: Thank you for Welcoming Big Sky Next Week
Date: Friday, November 15, 2024 4:46:20 PM
Attachments: image001[84].png



Happy Friday!

Thank you for taking the time to engage with the Big Sky Destination Stewardship Collaborative next week. My name is Brad Niva, and I'm the CEO of Visit Big Sky and the Big Sky Chamber of Commerce. Like you, we've been developing a destination strategy for our community, and one of the final steps in our project is a "field trip" to Jackson Hole.

Living and working in these incredible mountain communities like ours requires balancing the needs of both residents and visitors. We're excited to exchange insights with your community and learn from your experiences next week.

Our two communities share many similarities and are seen as leaders among mountain destinations. I'm hopeful our conversations will be insightful and rewarding, and I look forward to this being the first of many collaborations between mountain communities. Together, we can explore ways to meet residents' needs while welcoming visitors who help sustain our communities.

Thank you again for your hospitality. I look forward to meeting you in Jackson Hole!

All the best,
Brad Niva
CEO, Visit Big Sky & Big Sky Chamber of Commerce

BRAD NIVA CEO

O 406•995•3000

M 406•539•6656

E Brad@BigSkyChamber.com

BIG SKY CHAMBER | VISIT BIG SKY



From: [Nanci T. Steveson](#)
To: [Town Council](#)
Subject: Karns Meadow
Date: Friday, November 15, 2024 5:50:34 PM



Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Thank you. Nanci Turner Steveson
www.nanciturnersteveson.com
Hawthornden Literary Fellow

22 Stories Book Coaching



MIDNIGHT AT THE SHELTER
HarperCollins 2022
Czech Republic publication 2024
Púlnoc v Átulka

LIZZIE FLYING SOLO

HarperCollins 2019

- * A Kirkus Best Book of 2019
- * A Mighty Girl Best Book of 2019
- * Starred Kirkus review
- * Charlie May Simon Honor Award

GEORGIA RULES

HarperCollins 2017

- * A Bank Street College Of Education Best Book Of 2018 Outstanding Merit
- * Starred review ALA Booklist

SWING SIDEWAYS

HarperCollins 2016

- * WY Indian Paintbrush Award Nominee 2017/18
- * Scholastic Book Fair Selection
- * French publication *Une Balancoire* 2017

From: [Justin Smith](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Saturday, November 16, 2024 11:15:38 AM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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From: [Tammy Christel](#)
To: [Town Council](#)
Subject: Protect Wildlife in Karns Meadow
Date: Saturday, November 16, 2024 12:13:48 PM



Though change was occurring rapidly in Jackson as far back as 2003, when the Karns family sold Karns Meadow to the Town of Jackson with the aim of establishing an in-town ski trail, few could foresee the catastrophic alteration and extreme density that was our Town's destiny. Opening up Karns Meadow for winter recreation as the this plan would allow---adding a loop pathway, parking lot, toilets and picnic facilities to the last safe space wildlife has within the town is nothing short of victimizing wildlife we should be protecting with all our might. Such development would be a brutal blow to all wildlife so susceptible to harsh winter conditions. They need space to save their energy, forage and be safe.

Mr. Karns was surprised that there was little interest in cross country skiing in town, but that should come as no surprise to anyone who lives here and thrives on recreating in the vastly ample and available spaces all over our valley. Apart from threatening wildlife, such a plan is simply redundant. If we cannot find a place to have a picnic, go to the bathroom or ski by now, we're truly ridiculous. More asphalt, more cars and intrusion into this critical habitat would be disastrous and hardly a wise environmental decision. It's purely self-serving, does not solve a critical problem and should not be built.

We do not need another costly development, especially one of this kind. The wildlife do not deserve the punishing repercussions, and development needs to stop with us, those who would protect them.

"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." ~ **Jackson Hole Conservation Alliance.**

Tammy Christel
Arts Writer
Jackson Hole Art Blog
Instagram: [@jacksonholeartblog](#)

From: [Sandy Shuptrine](#)
To: [Hailey Morton Levinson](#); ajorgense@jacksonwy.gov; [Jessica Chambers](#); [Jim Rooks](#); [Jonathan Schechter](#)
Subject: Karns Meadow
Date: Saturday, November 16, 2024 2:15:41 PM



Dear Mayor and Town Councilors;

As one of the first elected officials to advocate for pathways in the early 1990's, I must say that it has NEVER been as a sacrifice for our natural systems, which I believe you may be considering on the 18th. In fact, there was a heart-to-heart conversation between Tim Young and myself, back then, to share the reasons for that position on my part. Back then, Tim agreed.

Currently, with due respect to Pete Karns, as well as substantial public investment, I wish to strongly endorse the input of Kevin Krasnow, Frances Clarke and those who agree with them, who have provided the reasons to continue to protect this valuable, if small, refuge in historic winter habitat and in the midst of a corridor between water, forest and sage habitat.

Please protect the meadow. Since its original conveyance, much diminishment of habitat and water quality has occurred in Jackson Hole, while recreational opportunities continue to receive highest priority, along with huge public investment. Karns is one spot where we must stand up for a healthy ecosystem, first.

Thank you for your consideration. I intend to be at your meeting virtually and will be hoping for the best.

With Regard for Your Wisdom,

Sandy Shuptrine
sandyshuptrine@wyom.net

From: [Betty Terrill](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Saturday, November 16, 2024 7:06:46 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Sent from my iPhone

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Sunday, November 17, 2024 9:57:39 AM



Email the Town Council

Email Content:

Hello,
I recently became aware of the extent to which Karn's Meadow may be altered for recreation. I am 20 year resident witnessing the continual loss of habitat in the valley floor, and strongly appose increasing human activity in one of the few areas within town limits where wildlife can find some peace. There are some in our community that feel recreation is a right, not a privilege, and like backcountry skiers who want access to big horn sheep winter range in GTNP, that their needs are superior to that of our wildlife. We have abundant recreation at our finger tips, how ever we are continually losing wildlife habitat to residential and commercial development. Lets give the animals a break when we can.
Thanks

Your Name:	Ty Cook
Your Company Name:	Sundog Construction
Your Phone Number:	3076993937
Your Email Address:	cookty76@gmail.com
Your City:	Wilson, WY
Your State:	Wyoming
Your Zip Code:	83002

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

From: [Peter Karns](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Sunday, November 17, 2024 12:20:58 PM

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

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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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

Happy Trails!
Peter

From: [Yahoo Mail](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway closed.
Date: Sunday, November 17, 2024 5:56:43 PM



Dear Madame Mayor and Jackson Town Please keep the proposed Karen's Meadow pathway closed all winter. Better still, do not build the pathway at all. Several studies have shown that wildlife avoid pathways decreasing the available habitat necessary for them to survive. Wildlife populations are decreasing all over the area due to human intrusion and development. It's time to stop. Please do not build the pathway and protect our wildlife.
Thank you

From: [LeeAnn InbergSchuff](#)
To: [Town Council](#)
Subject: Karns Meadow
Date: Monday, November 18, 2024 9:50:51 AM

Dear Town Council,

Thank you for taking the time to read my comments about Karns Meadow and the proposed infrastructure planned.

I am, of course, grateful to the Karns family for donating the land and their attempts to make it a public space. The current plan is misguided and I urge City Council to take a moment to consider less impactful uses for this area.

When the Karns Family initially donated this land, the valley was a different place and had different pressures. Our Pathways system was less developed (no connectors to GTNP, no Village pathways, no GTNP pathways and no pathways to and from Wilson) and the winter trail grooming consisted of Emily's pond, the high school loop and Cache Creek. Mr. Karn's request that this land be used as winter ski trails and public pathways and park facilities, was reasonable at the time, but is no longer reasonable.

The Karns Meadow is the last (especially with the giant START bus barn, Snow King being developed and the looming Northern South Park development) winter range and open space in or near the town of Jackson. It is the last parcel of native vegetation and provides some protection from bankside development of Flat Creek. It is critical winter range for ungulates and is fabulous songbird habitat.

- Please consider leaving the parcel as open space!
- Highly restrict any disturbance or development.
- Do not include parking, picnic or restroom areas.
- Install a winter closure.
- Ban dogs off leash at all times.
- Do not allow Pathways to indicate they need a paved pathway or a winter groomed trail. There are many alternatives for folks to ski and/or bike in our area!
- A Pathway (if allowed, I say NO!) should be gravel (animals have a heck of a time with paving), single track and any pathway should not bisect the area. A simple up and back is reasonable.
- Maybe a quiet and contemplative area could be an asset. Again, there are pathways for commuting, groomed winter pathways and many nearby areas for recreation.
- Pathways are expensive! Adding pavement, bridges, winter grooming etc. will cost a fortune. Save some money, keep it small and simple!

Pathways can be an asset to our Town, but are not free and are without impact. Once you build it, the land is gone, just like any other development. Take a drive to Stilson and see what an impact a ill placed pathway can have on native vegetation and wildlife habitat. **Just because riding our bikes along a zippy pathway can be fun or a great way to get around, does not mean that they do not have a detrimental impact of wildlife, open space or native vegetation. Placing a paved pathway and/or infrastructure in Karns Meadow would be inappropriate.**

Thank you for your time and consideration. Please do not lose this last piece of open space in our town. Small and simple.

Lee Ann Inberg-Schuff

From: Elena Tillman <tillman.elena@gmail.com>
Sent: Tuesday, November 12, 2024 12:58 PM
To: Town Council
Subject: Habitat preservation at Karns Meadow



This message needs your attention

- This is a personal email address.
- This is their first email to your company.

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Dear Town Council,

I am grateful to the Karns Family for making this land available for all to enjoy.

I urge the Town Council to heed the recommendations of the Wyoming Game & Fish Department by enacting a winter closure and reconsidering the circumnavigating pathway and two bridges. Closing the park during the winter is essential to wildlife survival. Building only one bridge to create an out-and-back pathway minimizes the degradation of wildlife habitat (and saves millions of taxpayer dollars).

Thank you very much,

Elena Tillman

--

Best,
Elena Tillman

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.](#)

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



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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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

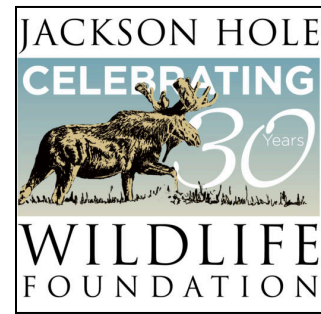
WS/rc/kgb

cc: U.S. Fish and Wildlife Service
Chris Wichmann, Wyoming Department of Agriculture

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.

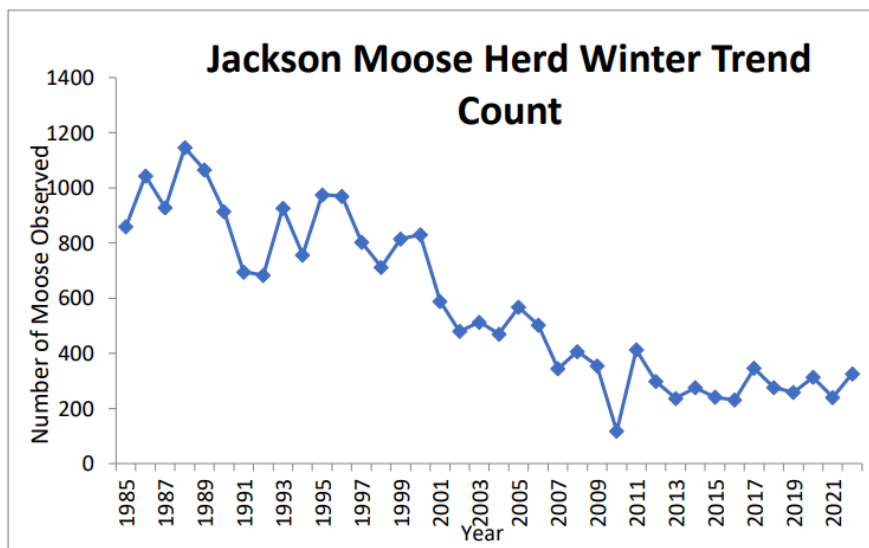


Figure 1: Jackson Hole winter moose count 1985-2021. In this time period the Jackson Moose herd has experienced a 70% decline.

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.
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- 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*.

From: John Pansewicz <john@redtopia.com>
Sent: Wednesday, November 13, 2024 3:16 PM
To: Town Council
Subject: Keep Karns Meadow pathway open year-round

Dear Madame Mayor and Jackson Town Council,

Please honor the vision of the Karns family and move forward with designing and constructing the perimeter pathway in Karns Meadow and ensure the pathway stays open and groomed for day-time Nordic skiing and walking in the winter.

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. Karns Meadow Park will provide a close-to-home opportunity for outdoor recreation and access to nature to at least 318 affordable housing units and for hundreds of additional people living nearby who reside in apartments or dense housing with no backyards.

While I feel it is important to keep the perimeter pathway open and groomed in the winter, I also support a winter closure of the Park's interior property (i.e., the lands inside of the perimeter pathway) from Dec. 1 – April 30. I see this additional restriction on park accessibility as a meaningful compromise, that along with restrictions on dogs and nighttime use, would benefit mule deer and other wildlife that winter in this area.

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.

Let's move forward with this long-awaited project and let's enjoy the perimeter pathway in Karns Meadow Park year-round.

John Pansewicz
Redtopia Software
(307) 690-7397

From: Kay Modi <kaymodi2019@gmail.com>
Sent: Monday, November 18, 2024 4:23 PM
To: Town Council
Subject: Notations from Kay Modi, engineering comments on structures needed for pathway circling Karns MEadow, flooding of structures and steep terrain needing staircases
Attachments: Select pages of Karns Meadow CUP_PC Report_FINAL PACKET (2) - KAModi notes on structures for Twon Council_.pdf

Council,

I am submitting comments on the drawings of the Karns Meadow proposed public access.

I conduct extensive and numerous surveys of the Karns Meadow each winter.

A few comments that I want to share to improve any pathway proposals.

The northern bridge is placed in a section of high terrain and steep slopes (about a 8 to 10 foot drop) into the meadow from the street level of Hansen Street. Access into the meadow or even along the eastern sides will require a steep descent and concerns for entering a marsh area if too close to the creek. Stairs will be needed to make any transition. I suggest a physical review of the area to observe the steep land features in this section of the meadow which is tightly wedged between structures, culverts that divert stormwater into the creek, and several steep embankments on both sides of the creek.

The south western corner has major flooding during the winter season that requires a large tracked clam digger (excavator) to break up ice dams and place large sections of ice sheets on the banks of the creek to enable water to flow south. It routinely enters through the area marked a "pathway with retaining wall" just south of the existing parking lot used by maintenance personnel (structural support of a path along Karns Meadow Road). The clam digger also routinely enters the creek just above the groundwater treatment and solar panel area. The proposed walkway to view the creek's flow is the normal path for clam digger's winter work. Based on my observations the clam digger has at least 4 or more ice dam episodes that need immediate attention by our city's public works department. Their consultation seems critical to any plans.

Also, this section (southwest corner) of the Karns Meadow Road has wetland brush and willows near the roadway and creek western bank with little space for a pathway when viewed onsite.

I would encourage a site visit during the winter and especially when the city has maintenance personnel clearing ice dams to see the extent of flooding and access needs for the clam digger.

Due to snow removal on the roadway and pile up on the meadow, it does not seem feasible to propose any plantings near the street edge.

I can reduce the size of the document that I attached with engineering remarks on structures.

Thank you for considering my comments to improve any plans for the meadow.

Regards,
Kay Modi

We have no reason to suppose that all of Earth's resources, which support so much living diversity, can rightfully be commandeered to support mankind alone.
- James Madison

From: Skye Schell <skyeschell@gmail.com>
Sent: Monday, November 18, 2024 4:38 PM
To: Town Council
Subject: Karns meadow in the winter

Dear Mayor & Councilors,

I respectfully ask that you please prioritize winter wildlife survival as you consider the future of Karns Meadow. I have long taken an interest in the future of Karns Meadow as a recreationist, wildlife lover, neighbor, and also in my former role at a conservation organization. Now I write only as a recreationist, wildlife lover, and neighbor.

I and my family live a block away from Karns Meadow, and almost every day our 2-year-old daughter squeals with delight as she watches mule deer move through our neighborhood on their way to hunker down in Karns Meadow. Sometimes we get moose too, recently we had a fox, and this fall we even had 3 huge piles of bear poop in our driveway. (She talked about the bears poops for weeks...)

Karns Meadow is strategically located in between the winter wildlife closures across Snow King Ave (on the side of Sink or Swim / Josies) and the future wildlife crossing structure that will cross Broadway. Our deer and other species need connected habitats, especially in the harsh winters that stress them out most.

Putting new infrastructure like a ski track into Karns Meadow would disrupt the one low-elevation place our wildlife can take refuge all winter. (All of town in the valley used to be where animals spent the winter, before most of it turned into pavement and buildings. Just because there's a ton of land way up in the mountains doesn't mean wildlife can over-winter there...)

I know there's an argument that a former landowner had a vision for year-round human recreation in Karns Meadow, and that the easement allows for that vision. I would add, respectfully, that (a) our understanding of wildlife biology has increased significantly in recent years and decades, and (b) the easement does not REQUIRE additional human use - so now we should use the best available science and consideration to make a decision.

Please do not add any winter human use or associated infrastructure like nordic ski tracks or lights to Karns Meadow. Let's keep Karns Meadow whole for the wildlife who NEED it for their sustenance and survival. There are plenty of other places we can recreate!

Thanks for considering my thoughts,
Skye

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.](#)



**Teton
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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

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.	307/733-2110 P
P.O. Box 1070	307/733-8179 F
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

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.

P.O. Box 1070

Jackson, Wyoming 83001

307/733-2110 P

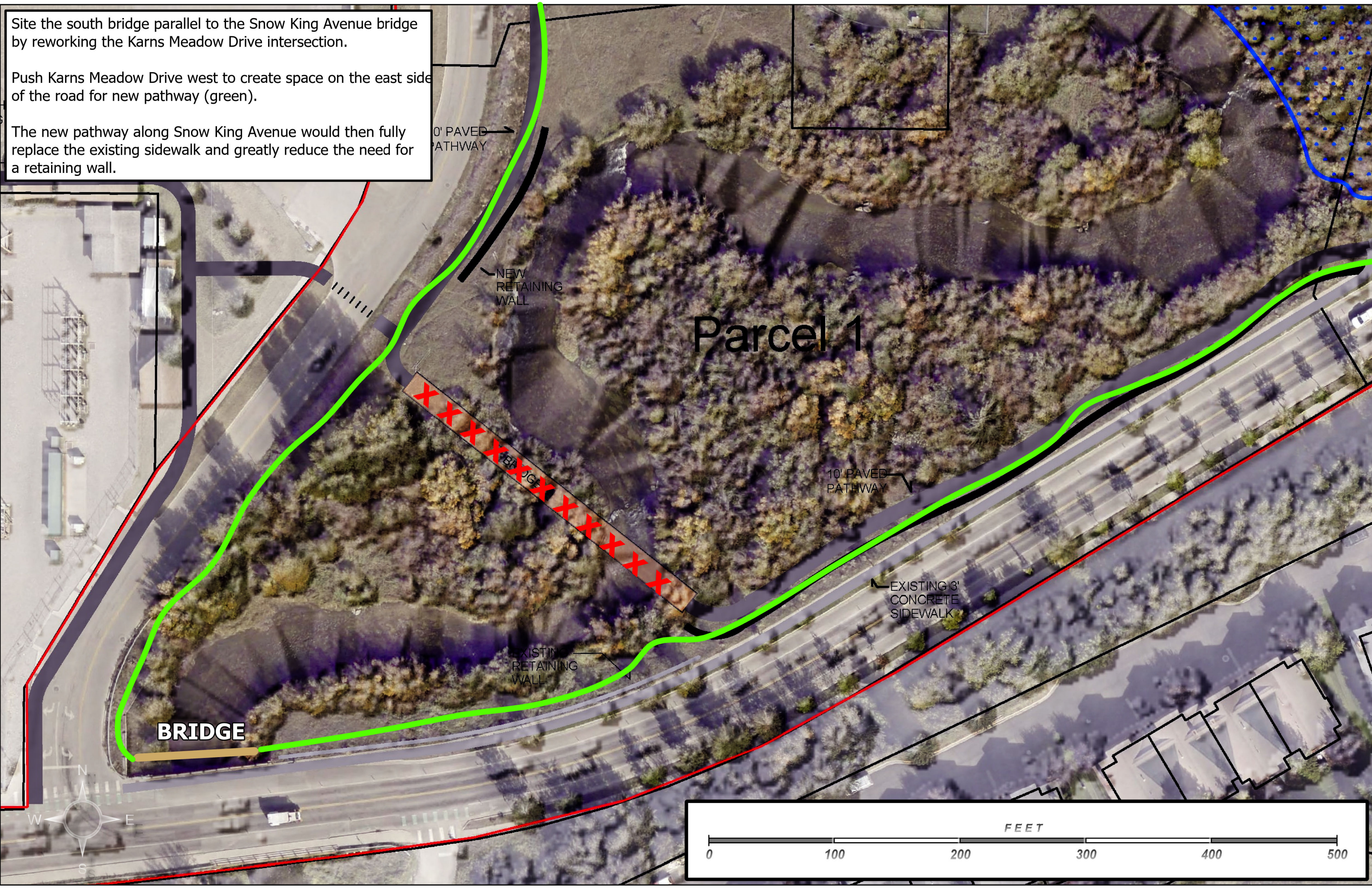
307/733-8179 F

carlin@tetonconservation.org

Site the south bridge parallel to the Snow King Avenue bridge by reworking the Karns Meadow Drive intersection.

Push Karns Meadow Drive west to create space on the east side of the road for new pathway (green).

The new pathway along Snow King Avenue would then fully replace the existing sidewalk and greatly reduce the need for a retaining wall.



STAFF REPORT



Meeting Date:	December 2, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning	Presenter:	Paul Anthony
Agenda Item:	Public Hearing – Fee Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization through ordinances and the fee schedule resolution. The Council must conduct a public hearing at a separate meeting prior to adopting a fee schedule.

Requested Action.

Staff request the Council conduct a public hearing on the proposed annual fee schedule and direct staff to amend the schedule, with final presentation on December 16, 2024.

Recommendations.

Staff recommend the Town Council consider and approve the proposed changes to the fee schedule.

Background.

Pursuant to Municipal Code 1.01.120, fee schedules are changed by resolution, subject to a public hearing as follows:

Wherever in this Code it is provided that fees, rates or charges are in the amount established by resolution or are as established by resolution, such resolution shall be subject to a public hearing at a regular or special meeting of the Town Council prior to the date at which the resolution is considered for passage by the Town Council.

The Town Council last approved the fee schedule with Resolution 24-19 on September 9, 2024.

Analysis & Key Questions.

This fee schedule update was directed by the Council at their November 18, 2024, regular meeting when it approved the following motion:

I move to direct staff to present an amendment to the Master Fee Schedule setting forth that the fee for the Planning Department's use of outside consultants and third-party reviews shall be "actual costs" of the consultants and third parties.

The impetus for this fee change was the Council's adoption of Ordinance V on November 18, 2024, that created a new Conditional Use Permit (CUP) requirement for large buildings. Under this new CUP process, an applicant who proposes a large building may be required to provide supplemental technical studies to analyze the project's on-site/off-site impacts to important town resources, such as groundwater, surface water, wildlife, traffic, and historic features. Planning staff may need to rely on an outside or third-party expert to review such studies when we do not have the technical expertise or capacity to review a particular study. In such cases, the proposed fee schedule change will make it clear to developers, the public, and decision-makers, that applicants must pay all costs billed from third-party experts used by Planning staff to review an applicant's submitted study. To date, the Planning Department has usually paid bills from third-party consultants with Town funds.

Alternatives.

- Council could not approve the proposed change.
- Council could modify the proposed change.

- Other

Comprehensive Plan & Priority Alignment.

Section 8. Quality Community Service Provision: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner. In order to continue to provide and maintain quality community services, fee schedules need attention on an annual basis in order to offset the cost of providing some of those services.

Fiscal Impact.

The fiscal impact is difficult to determine because the use of third-party consultants is not consistent or predictable. With that qualification, staff estimate that this fee change will save the Town approximately \$0.0 to \$10,000 / year.

Staff Impact.

The long-term staff impact on staff time and resources of the proposed change will be minimal.

The short-term impact of preparing this item required approximately 3 hours of time from the Finance Manager, Town Attorney, and Planning Director.

Attachments or Links.

Proposed Fee Schedule Resolution 24-xx
Appendix A: Fee Schedule

Suggested Motion.

No motion is required at this time, only the completion of a public hearing on the proposed changes. Formal consideration of the annual fee resolution will occur on December 16, 2024.

RESOLUTION 24-xx

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)

EFFECTIVE DECEMBER 17, 2024

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution adopts the Town of Jackson Fee Schedule, attached hereto as Appendix A, and rescinds all previous fee schedules; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on December 2, 2024, at a Regular Town Council Meeting and conducted a public hearing on the proposed fee schedule and having duly met on December 16, 2024, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution 24-xx, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 16th day of December 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

NOTE: Items in red font are proposed changes from the current adopted Fee Schedule.

**RESOLUTION 24-27, APPENDIX A
FEE SCHEDULE, EFFECTIVE DECEMBER 17, 2024**

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	130.00
	11-49 employees	261.00
	50-99 employees	391.00
	100 employees, or more	652.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	170.00
	11-49 employees	378.00
	50-99 employees	509.00
	100 employees, or more	848.00
5.16.025	Independent Contractors and Agents	130.00
5.16.027	Commercial Rentals	132.00
5.16.027	Residential Rentals	132.00
5.06.130	Solicitation - Commercial	132.00
5.06.150	Solicitation - Highway or Street	132.00
5.20.010	Installation Permit	33.00
5.32.040	Pawnbroker	34.00
5.20.020	Exposition Licenses	
	5 or fewer vendors; for-profit expositions	136.00
	more than 5 vendors; for-profit expositions	272.00
	5 or fewer vendors; non-profit expositions	68.00
	more than 5 vendors; non-profit expositions	136.00
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	49.00
5.04.026 B	Renewal Late Fee	
	\$33 per month on January 31st	33.00
5.12.130	Change of Location Fee	
	notice given on new application	49.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	130.00
	> 10 employee	261.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	50.00
	< 30 mpg	75.00
5.50.060 B	Operator License Permit	
	new	124.00
	renewal	63.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	
Miscellaneous		\$ Current Fee
Public Records		
	Copy	
	electronic document, <i>per document</i>	12.00
	black and white paper	0.28/page
	color paper	0.55/page
	Plotted Map	
	size 11x17, each	16.00
	size 24x36, each	39.00
	size 36x54, each	55.00
	Photograph	16.00
	Police Report	16.00

	LDRs and Comprehensive Plan	64.00
	Research / Compilation Services	17.00
	External electronic media (disk, usb drive, etc.)	16.00
	Postage / shipping	Actual Cost
	Other special circumstances	Actual Cost
	Vehicle Inspection	10.00
	Application Submittal Fee	\$5/Application
	Credit Card Transaction Fee	2.55%/Transaction
	Public Intoxication Administrative Fee (Set by Ordinance)	25.00
	DUI Administrative Fee (Set by Ordinance)	
	Convicted	800.00
	Deferred	750.00
	Boot list Administrative Fee (Set by Ordinance)	50.00
	Municipal Court Record Search	10.00
Jackson Hole Airport		\$ Current Fee
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commercial aircraft, not to exceed	6.00
Liquor License		\$ Current Fee
6.20.006 C	Annual Liquor License	
	Bar and Grill: renewal	3,105.00
	Bar and Grill: new application	10,500.00
	Limited Retail (Club)	517.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	3,000.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	50.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	50.00
Animal Shelter Impounding, Board, Adoption		\$ Proposed Fee
7.02.040 B	Capture of Animals, Impoundment	
	First	34.00
	Same animal, second within one year	48.00
	Same animal, third within one year	67.00
	Same animal fourth and more within one year	135.00
	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	20.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	121.00
Res 09-04	Cat, impounded for 7+ days	105.00
Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	66.00
	Cat, annual fee	66.00
	Owner Surrender	38.00
	Rabies voucher	28.00
	Teton County License	28.00
	Altered	11.00
	Unaltered	28.00
Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	214.00

Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	57.00
8.36.070 C	Second conviction	114.00
8.36.070 C	Third Conviction goes to Municipal Court	-
Engineering Fees		\$ Current Fee
	Sewer and Water County Connection Request (Application) Fee	
	Single Lot	100.00
	Central System	1,000.00
	Staff Review	\$131/hour
	Fees are for each utility connected	
	Sewer and Water Connection and Use Agreement Fee	
	Single Lot	100.00
	Central System	1,000.00
	Staff Review	\$131/hour
	Fees are for each utility connected	
	Inspections	\$80/Hour
Encroachment Permit		\$ Current Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	52.00
	Request for Encroachment	622.00
	Encroachment Agreement	622.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
12.08.060	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	52.00
	Amendment to Permit: Non-refundable	26.00
	Utility Excavation in public street - per utility	517.00
	Utility Excavation in public alley - per utility	310.00
	Utility Excavation in public easement - per utility	310.00
	Driveway cuts/curb cuts installation/replacement - each	186.00
	Curb and gutter installation - each block	186.00
	Sidewalk installation - each block	186.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	78.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	21.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	16.00
	Construction-related, occupy public alley - per day	186.00
	Construction-related, occupy time-restricted parking space - per space/day	92.00
	Construction-related, occupy non-time restricted parking space - per space/day	52.00
	House moving, per mile/day in town	1,320.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	
	Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.	
	Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.	

	Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.	
	Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.	
Parklet Permit		\$ Current Fee
12.10.050 A	Annual Parklet fee	3,500.00
Special Event Permit		\$ Current Fee
12.28.050 F	Applicants:	
	Non-Profit	30.00
	For-Profit, including commercial film/photo	1,035.00
	Expressive Activity	-
Planning Permit		\$ Current Fee
	Fee Waiver	
	The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:	
	1. A project that is sponsored by a governmental entity, or a project that received public funding.	
	2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.	
	Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.	
	Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.	
	General Pre-Application Conference (per Pre-App meeting)	
	Sketch Plan, Special Use, Planned Unit Development	794.00
	Conditional Use, Development Plan, Map Amendment	397.00
	Development Option Plan	397.00
	Grading & Erosion Control	199.00
	Optional/Elective Conference with:	
	Staff	199.00
	Planning Commission or Town Council	Original Fee
	Design Review Committee	264.00
	Physical Development	
	Sketch Plan, Development Plan	3,309.00
	Sign Permit	
	Per Sign	99.00
	Master Signage Plan	397.00
	Basic Use Permit	662.00
	Basic Use Permit - Short-Term Rental	
	Initial Application Fee - per bedroom	517.00
	Annual Renewal Fee	517.00
	Conditional Use Permit	
	Use Permit only	3,309.00
	Concurrent with application requiring public hearing	662.00
	Special Use Permit	3,309.00
	Development Option or Subdivision	
	Development Option Plan	662.00
	Subdivision Plat, <i>plus technical review fee</i>	1,324.00
	Exempt Land Division	No Charge
	Boundary Adjustment	
	Plat Required, <i>plus technical review fee</i>	1,324.00
	Without Plat, <i>plus technical review fee</i>	596.00
	Interpretations	
	Formal Interpretation	662.00
	Zoning Compliance Verification	662.00
	Amendments	

	LDR Text	1,986.00
	Zoning Map	1,986.00
	Planned Unit Development	1,986.00
	Relief	
	Administrative Adjustment	662.00
	Variance	662.00
	Appeal of Administrative Decision	662.00
	Beneficial Use Determination	1,324.00
	Enforcement	
	After-the-Fact Permit	Initial Fee X 2
	Amendments of Permits or Approvals	
	Re-Submittal while in review process	Half Initial Fee
	To approved plans and permits, <i>fee for permit review required by net change in density/inte</i>	Calculation
	To condition requiring Council approval	662.00
	Miscellaneous	
	Administrative decision elevated to public hearing	662.00
	Planner of Day, miscellaneous services, research, per hour	103.00
	Third party or consultant fees	Actual Cost
Building Permit (IBC)		\$ Current Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	551.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.66/sf
	Commercial, Office, Multi-family and similar	1.10/sf
	Warehouse, storage and similar	1.10/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u>	<u>Fee Calculation</u>	
\$1 to 17,000		281.00
\$17,001 to 40,000	\$281 for the first \$17,000 plus \$11 \$12 for each additional \$1000 or fraction thereof, to and including \$40,000	
\$40,001 to 100,000	\$536 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,131 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to \$1,000,000	\$4,214 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$1,000,001 to \$5,000,000	\$6,967 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
\$5,000,000 and up	\$20,181 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	
	Plan Review Fee	
	Plan review fee assessed @ 65% of building permit fee (cost per/sf + cost per total valuation as provided above)	
15.04.090	Other Inspections	
	Outside normal business hours	110/hr
	Re-inspection under Section 305(g)	83/hr
	No fee specifically indicated	83/hr
	Review of revisions made to Approved Plan	110/hr
Fire Permits (IFC and IWUIC)		\$ Current Fee
15.08.010	All construction plan reviews; 2 hour minimum charge	150/hr
	All construction plan resubmittal reviews, 1/2 hour minimum charge	100/hr
	Annual existing building inspection	100.00
	Use of outside consultants	Actual Costs
	Re-inspection of new construction	100/hr
	New business registration for existing buildings	100.00
	Re-inspection after more than 2 failed inspections of existing buildings	250.00
	Operational permits	100.00
	Fire Protection Construction Permit Valuation	
<u>Total Valuation</u>	<u>Fee Calculation</u>	

\$1.00 to \$500		40.00
\$501 to 2,000	\$40.00 for the first \$500 plus \$2.25 for each additional \$100.00 or fraction thereof, to and including \$2,000	
\$2,001 to 25,000	\$73.75 for the first \$2,000 plus \$14.75 each additional \$1,000 or fraction thereof, to and including \$25,000	
\$25,001 to 50,000	\$413.00 for the first \$25,000.00 plus \$10.75 for each additional \$1,000 or fraction thereof, to and including \$50,000	
\$50,001 to 100,000	\$681.75 for the first \$50,000 plus \$7.50 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,056.75 for the first \$100,000 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to 1,000,000	\$3,456.75 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	
\$1,000,001 and up	\$5,956.75 for the first \$1,000,000 plus \$4.00 for each additional \$1,000 or fraction thereof	

Mechanical Permit (IMC)		\$ Current Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	55.00
	For issuing each supplemental permit	22.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	28.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	33.00
	Install or relocate each floor furnace, including vent	24.00
	Install or relocate suspended, recessed or floor mounted heater	24.00
	Install, relocate or replace appliance vent	17.00
	Repair or alter any heating, cooling, absorption or evaporative system	22.00
	Install or relocate boiler or compressor to 3 hp	24.00
	Install or relocate absorption system to 100,000 btu/h	24.00
	Install or relocate boiler or compressor 3-15 hp	44.00
	Install or relocate absorption system 100,000-500,000 btu/h	44.00
	Install or relocate boiler or compressor 15-30 hp	61.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	61.00
	Install or relocate boiler or compressor 30-50 hp	93.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	93.00
	Install or relocate boiler or compressor over 50 hp	166.00
	Install or relocate absorption system over 1,750,000 btu/h	166.00
	Each air-handling unit up to 10,000 cfm and attached ducts	22.00
	Each air-handling unit over 10,000 cfm	33.00
	Each evaporative cooler other than portable type	22.00
	Each ventilation fan attached to a single duct	17.00
	Each ventilation system not part of heating or air conditioning system	22.00
	Installation of hood system serving any mechanical exhaust, including ducts	22.00
	Install or relocate domestic type incinerator	33.00
	Install or relocate commercial or industrial incinerator	126.00
	Install, relocate or alter any unclassified equipment	22.00
	Install Hydronic Heating- up to 1000 sq. ft	24.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	38.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	55.00
	Install Hydronic Heating- 5001 sq. ft. and over	83.00
	Gas-piping Systems to 5 outlets	17.00
	For each additional Gas-piping System outlet, per outlet	5.00
15.12.030	Inspections	
	Inspections outside normal business hours	110/hr
	Re-inspection fee	83/hr
	For which no fee is specifically indicated	83/hr
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	110/hr

Electrical Code		\$ Current Fee
15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	36.00

500.01 to 600	41.00
600.01 to 700	46.00
700.01 to 800	50.00
800.01 to 900	55.00
900.01 to 1,000	60.00
1,000.01 to 1,100	64.00
1,100.01 to 1,200	69.00
1,200.01 to 1,300	74.00
1,300.01 to 1,400	79.00
1,400.01 to 1,500	83.00
1,500.01 to 1,600	88.00
1,600.01 to 1,700	93.00
1,700.01 to 1,800	97.00
1,800.01 to 1,900	102.00
1,900.01 to 2,000	107.00
2,000.01 to 3,000	121.00
3,000.01 to 4,000	140.00
4,000.01 to 5,000	158.00
5,000.01 to 6,000	177.00
6,000.01 to 7,000	196.00
7,000.01 to 8,000	215.00
8,000.01 to 9,000	234.00
9,000.01 to 10,000	253.00
10,000.01 to 11,000	271.00
11,000.01 to 12,000	290.00
12,000.01 to 13,000	309.00
13,000.01 to 14,000	328.00
14,000.00 to 15,000	347.00
15,000.01 to 16,000	366.00
16,000.01 to 17,000	403.00
17,000.01 to 18,000	422.00
18,000.01 to 19,000	441.00
19,000.01 to 20,000	460.00
20,000.01 to 21,000	479.00
21,000.01 to 22,000	497.00
22,000.01 to 23,000	516.00
23,000.01 to 24,000	535.00
24,000.01 to 25,000	555.00
25,000.01 to 50,000 = \$555.00 for the first \$25,000.00, plus \$10.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
50,000.01 to 100,000 = \$1,000.00 for the first \$50,000.00, plus \$7.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
100,000.01 and Up = \$1,518.00 for the \$100,000.00 plus \$5.89 for each additional \$1,000.00 or fraction thereof	
Connect all temporary services	
Work started before the permit was issued	2X times the permit fee
Re-inspection Fees	100.00/hr*
Inspections for Which No Fee is Indicated; minimum 1/2 hour charge	100.00/hr*
Additional Plan Review, minimum ½ hour charge; for review required by changes, additions or revisions to plans.	100.00/hr*
Use of Outside Consultants	Actual Costs**
Electrical Plan reviews	65% of Permit Fee
Failed Final Inspection Fee	100.00
* Or the total hourly cost to the jurisdiction, whichever is greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits for the employees involved. Minimum charge is one hour.	
** Actual costs include administrative and overhead costs.	
Plumbing Permits	
15.24.030 Plumbing and Fuel Gas Permits	\$ Current Fee
For issuing each permit	55.00

	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	17.00
	For each building sewer and trailer park sewer	28.00
	Rainwater systems – per drain (inside building)	17.00
	For each water heater and/or vent	17.00
	For each gas-piping system of one to five outlets	17.00
	For each additional gas-piping system outlet, per outlet	5.00
	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	17.00
	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	17.00
	For each repair or alteration of drainage or vent piping, each fixture	17.00
	For each lawn sprinkler system on any one meter including backflow protection devices	17.00
	For atmospheric-type vacuum breakers not included in Item #10:	
	1 to 5 each	17.00
	over 5 each	5.00
	For each backflow protective device, other than atmospheric-type vacuum breakers:	
	2 inch diameter and smaller	17.00
	over 2 inches in diameter	28.00
	Install Hydronic Heating- up to 1000 sq. ft	24.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	38.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	55.00
	Install Hydronic Heating- 5001 sq. ft. and over	83.00
	For each Fire Sprinkler System	17.00
	Inspections	
	Inspections outside normal business hours	110/hr
	Re-inspection fee	83/hr
	Inspections for which no fee is specifically indicated	83/hr
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	110/hr
Flood Damage Prevention		\$ Current Fee
15.30.110	Floodplain Development Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	52.00
	Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
	Small Scale	310.00
	Large Scale	776.00
	Floodplain Map Revision (CLOMR and LOMR) Application	1,242.00
	Permit Revisions: half the cost of the original permit	
	Variance Application	776.00
	No Fee Specifically Indicated	155/hr
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	Actual Cost
Contractor Licensing		\$ Current Fee
15.36.034	Classification:	
	General Contractor (Class A)	441.00
	Building Contractor (Class B)	441.00
	Building Contractor Restricted (Class Br)	441.00
	Residential Contractor (Class C)	441.00
	Electrical Contractor	441.00
	Low Voltage Electrical Contractor	441.00
	Plumbing Contractor	441.00
	HVAC Contractor	441.00
	Woodstove/Gas Stove Installer	441.00
	Gas Service Contractor	441.00
	Proprietary Homeowner Contractor	441.00
	Specialty Solar Panel Installer	441.00
	Specialty Licenses	441.00

15.36.038	Renewal Late Fee:	
	General Contractor (Class A)	33.00
	Building Contractor (Class B)	33.00
	Building Contractor Restricted (Class Br)	33.00
	Residential Contractor (Class C)	33.00
	Plumbing Contractor	33.00
	HVAC Contractor	33.00
	Gas Service Contractor	33.00
	Proprietary Homeowner Contractor	33.00
	Specialty Solar Panel Installer	33.00
	Specialty Licenses	33.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	166.00
	Renewal of Certificate	83.00
15.36.038	Renewal Late Fee	33.00
Demolition Standards		\$ Current Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	52.00
	Demolition Permit	259.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	155/hr
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	Actual Cost
Grading, Erosion Control, and Stormwater Management		\$ Current Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	52.00
	Individual Residential (Primary + 1 accessory):	
	Statement	207.00
	Plan Level	621.00
	Multi-Unit Residential (3+ Units)	
	Statement	207/unit
	Plan Level	362/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	362/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	Actual Cost
Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	510.00
	Internment - Open/Close Cremation	72.00
	Weekend / Holiday Charge	145.00
	Deed Filing Fee	29.00
	Winter Charge (Dec 1 - April 30)	145.00
	Plot Purchase - Full	437.00
	Plot Purchase - Cremation/Infant	145.00
	Disinterment - Open/Close Full	656.00
	Disinterment - Open/Close Cremation	145.00

STAFF REPORT



Meeting Date:	December 2, 2024	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Resolution 24-25: Authorizing Cooperation with WYDOT for a Scenic Byways Grant Funding Application for North Cache	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider authorizing cooperation with the Wyoming Department of Transportation (WYDOT) to apply on the Town's behalf for National Scenic Byways Program (Program) funding.

Requested Action.

Staff requests that Council approve the Letter of Commitment and Resolution at WYDOT's request, in order to facilitate the Program application.

Recommendations.

Staff recommends approving this Resolution and directing staff to work with Sustainable Strategies to complete the Program application.

Background.

The Town of Jackson, Teton County WY, and WYDOT have long collaborated on streetscape improvements for the North Highway 89 (North Cache Street) corridor that serves as one of three gateways to the Town. Goals for this project include improved safety, the addition of pedestrian access, and completing bicycle connectivity between downtown and the Pathway north of Town into Grand Teton National Park. The Town of Jackson and Teton County have engaged the community and performed studies related to community needs on this roadway to create conceptual streetscape plans. This project has been in the Town's Capital Improvement Plan (CIP) for a decade with ongoing efforts to align multiple key parties and address a myriad of needs at this location.

The Federal Highway Administration (FHWA) has opened a grant application period for their National Scenic Byways Program, with funding intended to implement eligible projects on highways so designated. The deadline to apply is December 16, 2024.

WYDOT owns this section of highway within the Town's jurisdictional boundary, and the Town and Teton County contribute to the regular operational maintenance through an Urban Systems Agreement.

Analysis & Key Policy Questions.

Staff's research has confirmed that, as a State Scenic Byway, this stretch of Highway 89 qualifies for the funding opportunity. Further, the Town's contracted grants consultants, Sustainable Strategies, has indicated the North Cache Streetscape project would be competitive in the grant Program as it addresses multiple intended uses outlined for the Program funds, such as:

- Maintain the scenic, historical, recreational, cultural, natural, and archaeological characteristics of a byway corridor while providing for accommodation of increased tourism and development of related amenities.

- Improve safety on a State scenic byway necessary to accommodate increased traffic and changes in the types of vehicles using the highway as a result of the designation as a State scenic byway.
- Construction along a scenic byway of a facility for pedestrians and bicyclists, rest area, turnout, highway shoulder improvement, overlook, or interpretive facility.
- An improvement to a scenic byway that will enhance access to an area for the purpose of recreation, including water-related recreation.

However, the Town is not an eligible applicant for the Program; only state governments and federally recognized tribes can apply directly. As such, the Town is requesting WYDOT assistance to act as a 'pass-through' for the application.

The Regional Transportation Planning Administrator (RTPA) Charlotte Frei, and Town Public Works Department Director (PW Director) Floren Poliseo met virtually with WYDOT staff on 15 November 2024, where the Town received verbal support for this effort. WYDOT requested a letter of commitment and a resolution from Town Council, to proceed with this request. The Town will then complete the application with Sustainable Strategies' assistance, which WYDOT will review prior to finalizing for submittal.

The Town is committed to adhering to all Program requirements for pass-through/subrecipient funding and applicable Federal design guidelines. WYDOT has indicated a few remaining concerns with the updated streetscape concept and Town and County staff will continue to coordinate efforts to resolve issues throughout the design process. Concurrently with the Program application and award process, the Town and WYDOT will establish a cooperative agreement to document the responsibilities of each party in the Program funding and project implementation efforts.

Possible Alternatives.

Council could vote against this resolution, and staff would not apply for this Program.

Comprehensive Plan & Priority Alignment.

The Jackson-Teton County Comprehensive Plan explicitly establishes:

1. a policy for enhancing Jackson gateways;
2. a strategy to create gateway plans for the three community entrances; and
3. a goal to enhance this northern gateway into Town.

Fiscal Impact.

No costs are associated with the Program application.

Staff estimates the full project cost to be approximately \$5 Million and will request \$2.5 Million from the Program. The Town has already collected Specific Purpose Excise Tax (SPET) funding that was approved by vote in 2014, with a current balance of approximately \$950,000. This project is also included in the Town's 5-year CIP with additional capital funds shown toward design and construction.

Staff Impact.

The RTPA and PW Director have so far spent about 10 hours total coordinating with WYDOT and Sustainable Strategies on this Program funding opportunity. The Town Manager Tyler Sinclair, and External Affairs Director Susan Scarlata have contributed about 2 hours collectively reviewing and advising staff on this item.

If awarded funding, Town staff will administer project design and construction contracts (which were already intended Work Plan items for Public Works), as well as Program reimbursement and reporting paperwork (grant administration) estimated at approximately 100 hours through project procurement and construction.

Attachments or Links.

- Resolution 24-25: Authorizing Cooperation with Wyoming Department of Transportation for Submission of an Application for National Scenic Byways Program Funding
- Letter of Commitment to WYDOT

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

I move to approve Resolution 24-25, and authorize the Mayor to sign the Letter of Commitment to WYDOT, and direct staff to complete the Scenic Byways Program application by the deadline of December 16, 2024.

RESOLUTION #24-25
AUTHORIZING COOPERATION WITH WYOMING DEPARTMENT OF TRANSPORTATION FOR
SUBMISSION OF AN APPLICATION FOR NATIONAL SCENIC BYWAYS PROGRAM FUNDING

WHEREAS, the Town of Jackson and the Wyoming Department of Transportation (WYDOT) have a decade-long desire to improve safety and add pedestrian access on the North Highway 89 (North Cache Street) corridor; and

WHEREAS, WYDOT owns this section of highway within the Town’s jurisdictional boundary, and the Town and Teton County contribute to the regular operational maintenance through an Urban Systems Agreement; and

WHEREAS, the Jackson-Teton County Comprehensive Plan establishes a policy for enhancing Jackson gateways, a strategy to create gateway plans for the three community entrances, and a goal to enhance this northern gateway into Town; and

WHEREAS, citizens voted in 2014 to collect a Specific Purpose Excise Tax to fund complete street pedestrian improvements to complete the missing link between the North 89 pathway completed in 2011, and these funds have been collected; and

WHEREAS, the Town of Jackson and Teton County have engaged the community and performed studies related to community needs on this roadway to create conceptual streetscape plans; and

WHEREAS, the Town of Jackson has included this project in its 5-year Capital Improvement Program; and

WHEREAS, only state governments and federally recognized tribes are eligible to apply directly for the US Department of Transportation/Federal Highway Administration National Scenic Byways Program funds;

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson, acting by and through its Town Council, engages WYDOT as a pass-through entity to sponsor an application to request funding through the Scenic Byways Program.

APPROVED THE 2nd DAY OF DECEMBER 2024.

Town of Jackson

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, Town Clerk



2 December 2024

Wyoming Department of Transportation, District 3
John B. Eddins, PE, District Engineer
3200 Elk Street
Rock Springs, WY
john.eddins1@wyo.gov

Re: Request for sponsorship in the FHWA National Scenic Byways Program Grant Funding

Dear Mr. Eddins,

The Town of Jackson, Teton County WY, and Wyoming Department of Transportation (WYDOT) have long collaborated on streetscape improvements for the North Highway 89 (North Cache Street) corridor that serves as one of three gateways to the Town. The Federal Highway Administration (FHWA) has opened a grant application period for their National Scenic Byways Program (Program), with funding intended to implement eligible projects on highways so designated. Our research has confirmed that, as a State Scenic Byway, this stretch of Highway 89 qualifies. Further, the Town's contracted grants consultants, Sustainable Strategies, has indicated this project would be competitive in the grant Program as it addresses multiple intended uses outlined for the Program funds. However, the Town is not an eligible applicant for the Program; only state governments and federally recognized tribes can apply directly. As such, the Town respectfully requests WYDOT assistance acting as a 'pass-through' for the application.

Town and County staff met virtually with WYDOT staff on 15 November 2024, where the Town received verbal support for this effort. WYDOT requested a letter of commitment (which is the intent herein) and a resolution from Town Council. Council will consider the resolution at their December 2 regular meeting, whereby an approval would occur in time for the December 16 Program application deadline. The Town will complete the application for WYDOT to review prior to finalizing for submittal.

The Town has already collected Specific Purpose Excise Tax (SPET) funding that was approved by vote in 2014 and has committed to contributing its own Capital Improvement Program (CIP) funds to design and construct this important project. The Town will provide the full funding match for the Program; project design and construction contracts administration; and Program reimbursement and reporting paperwork administration.

The Town is committed to adhering to all Program requirements for pass-through/subrecipient funding and applicable design guidelines. The Town understands WYDOT's remaining few concerns with the updated concept and will continue to coordinate efforts to resolve issues throughout the design process following Federal design guidance. Concurrent with the Program application and award process, the Town and WYDOT will establish a cooperative agreement to document the responsibilities of each party in the Program funding and project implementation efforts.



Sincerely,

Attest: Riley Taylor, Town Clerk

CC (via email in PDF): Peter Stinchcomb, District Construction Engineer
Bob Hammond, Resident Engineer
Darin Kaufman, Traffic Engineer
Jeff Brown, Teton County Area Liaison

STAFF REPORT



Meeting Date:	December 2, 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, Second Reading	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 second 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 second 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 second 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	

The Council adopted the above ordinances at first reading on November 4, 2024. The only change the Council approved was the deletion of the following text from Ordinance AI (International Residential Code) and Ordinance AJ (International Plumbing Code):

"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."

This text was removed by staff from all the other building code ordinances based on the recommendation from the State Fire Marshall's office that indicated that the Building Official could opt to enforce both the 2021 and 2014 codes for the first three months of 2025 through a separate agreement directly with the State Fire Marshall's office. Thus, this language was not needed in our ordinances. The second reading ordinances do not include this text.

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
Regular Meeting Staff Report November 4, 2024.

Suggested Motion.

Item A

I move to approve Ordinances AE, AF, AG, AH, AI, AJ, and AK on second reading.

Item B

I move to approve Ordinances AC and AD on second 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.
- 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.~~

~~13~~4. . . .

~~14~~5. . . .

~~15~~6. . . .

~~16~~7. . . .

~~17~~8. . . .

~~18~~9. . . .

~~19~~20. 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.

~~20~~1. . . .

~~21~~2. . . .

~~22~~3. . . .

~~23~~4. 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."

~~24~~5. . . .

~~25~~6. . . .

~~26~~7. . . .

~~27~~8. . . .

~~28~~9. . . .

~~29~~30. . . .

~~30~~1. . . .

~~31~~2. . . .

(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.
- 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)

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 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, 2024 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~~ 2024 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.

~~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.~~ ...

~~129.~~ ...

- 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

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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, 202~~3~~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.

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.

STAFF REPORT



Meeting Date:	December 2, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Second Reading Jackson Municipal Code Title 7, Animals	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review the second readings of Title 7 and the associated portion of Title 9.

Requested Action.

Staff request Council review the second reading drafts.

Recommendations.

Staff recommend moving the ordinances at second 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 <i>Outstanding</i>	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 second 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

[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, 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 Animals, Wildlife, Feral Cats, or 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 ~~D~~omestic Aanimal 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 ~~e~~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.~~
- ~~B.A. 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.~~
- ~~B.D. 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

STAFF REPORT



Meeting Date:	December 2, 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 Terra Firma).

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 a 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:	December 2, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Clerk / Legal	Presenter:	Riley Taylor / Lea Colasuonno
Agenda Item:	Franchise Agreements: Star Valley Disposal and New Waste Removal	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider proposed franchise agreements with Star Valley Disposal and New Waste Removal.

Requested Action.

Staff requests Council review and consider the proposed franchise agreements with Star Valley Disposal and New Waste Removal.

Recommendations.

Staff recommends Council approve the proposed franchise agreements with Star Valley Disposal and New Waste Removal.

Background.

Recently the Town of Jackson began work on a Pay as You Throw ordinance, during which process staff reviewed hauler franchises to ensure each one was appropriately updated. Staff discovered Star Valley Disposal did not have a current franchise and, reaching out to them, learned they have a few (not many) customers within the Town and should have a franchise. The owners were unaware of the issue and promptly worked with staff to rectify it.

Second, staff identified a new hauler, New Waste Removal, that began doing business in the Jackson area in 2021. The owners were unaware of franchise requirements but have had an active business license since June of 2021 and are in good standing. They have been made aware of the franchise requirement and would like to pursue a franchise to continue doing business in the town.

Analysis.

The Star Valley Disposal and New Waste Removal hauling franchises were drafted in accordance with the Town's current standard terms – including the new bear and Pay as You Throw ordinances. Highlights include:

- Term: Five years.
- Collection Materials:
 - *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.
 - *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.
 - *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.
- Fees:

- 5% of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.
 - 2% 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.
- Salvage Rights. Star Valley Disposal becomes the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise
- Conduct of Work. Star Valley Disposal must:
 - Replace the cover after emptying receptacles
 - Exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles
 - Not burn any Municipal Solid Waste and Compostable / Recyclable Materials
 - Haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that salvaged 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.
 - Not allow spillage occurs and haul in such a manner so as not to scatter materials en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary.
- Bear-Resistant Zone. Star Valley Disposal must comply with these regulations.
- Pay as You Throw. Star Valley Disposal must comply with this ordinance.
- Serve any area annexed into the Town in the future.

Possible Alternatives.

Council could adopt the franchise ordinance at first reading with changes as set forth by Council today.

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.

Cost of the ordinance:

- 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.

Revenue:

- The Town will collect 5% of gross revenues per year for the collection of Municipal Solid Waste and 2% of gross revenues per year for the collection of Compostable / Recyclable Materials. The exact revenue figure is indeterminable at this time, as it depends, annually, on the number of customers of the franchisee.

Staff Impact.

Contacting and working with Star Valley Disposal and New Waste Removal and drafting the ordinances took approximately 6 hours in the Legal Department staff time and 4 hours of the Town's Clerk's time.

Attachments or Links.

- Ordinance AN (granting franchise to Star Valley Disposal)
- Ordinance AO (granting franchise to New Waste Removal)

Suggested Motion.

I move to approve Ordinances AN and AO at first reading.

ORDINANCE AN

AN ORDINANCE GRANTING STAR VALLEY DISPOSAL, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING 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 Star Valley Disposal, Inc. ("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 five (5) 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 and Construction / Demolition 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 9 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:

Star Valley Disposal, Inc.

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.

STAR VALLEY DISPOSAL, INC.

TOWN OF JACKSON

_____, _____

Arne Jorgensen, 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 __, 2025.

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 ____, 2025.

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 AO

AN ORDINANCE GRANTING NEW WASTE REMOVAL, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING 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 New Waste Removal, LLC (“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 five (5) 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 and Construction / Demolition 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 9 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 August 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:

New Waste Removal, LLC

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.

NEW WASTE REMOVAL, LLC

TOWN OF JACKSON

_____, _____

Arne Jorgensen, 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 ___, 2025.

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 ___, 2025.

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: December 2, 2024

RE: Town Manager's Report

Celebration of Service for Mayor Morton Levinson, Councilman Jim Rooks and Councilwoman Jessica Sell Chambers

Invitations are being prepared and will be sent out, along with a notice inviting anyone from staff and the public to join in commemorating Mayor Morton Levinson's service to the community along with the commemorating the public service of Jim Rooks and Jessica Sell Chambers. The event is Thursday, December 19, 2024 from 5:00 – 7:30PM at the Goldpiece Room at the Wort Hotel.

Rodeo Concession Extension Request

Jackson Hole Rodeo holds the current Rodeo Concession Agreement with the Town of Jackson. The current term expires September 30, 2026. Section 11 of the concession agreement allows for an extension as follows:

11. RENEWAL/ EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

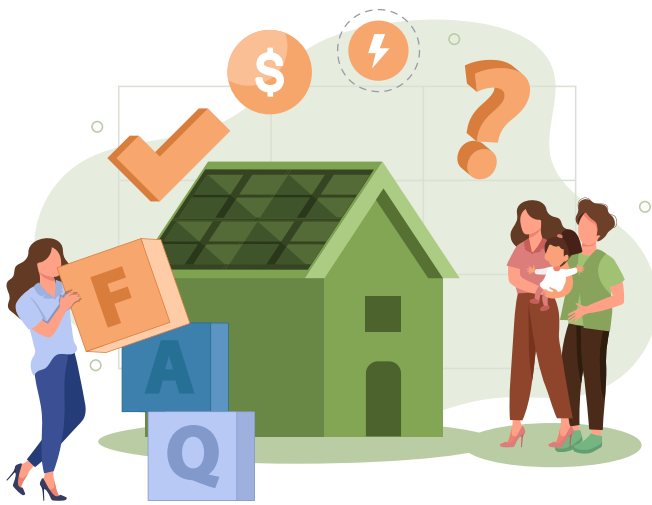
Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

Jackson Hole Rodeo has requested that the Town Council take action on extending their contract now, rather than wait until 2026 and have sent an email with this request. It is staff's understanding that they would like to fund and conduct some improvements and repairs at the rodeo grounds investing in future rodeo seasons. The deadline for Council to determine that it wants to re-negotiate with Jackson Hole Rodeo or put the rodeo out for bid is September 30, 2026. If Council is interested in acting on an extension prior to 2026, with approval of the Town

Manager's report, staff will work with the concessionaire and the administrative authority to understand any edits proposed for the current agreement that would be incorporated into an extension and bring this issue back to Council in 2025. If Council would like to wait on making a decision on an early extension, staff requests Council make that clear in their motion to approve the Town Manager's report.

Home Energy Rebates Letter of Support

The Wyoming Energy Authority (WEA) is in the process of finalizing Wyoming's application for the Home Energy Rebates Program to meet the Department of Energy's deadline of January 31, 2025. This formula grant would make over \$72 million dollars available to help Wyoming residents invest in voluntary home energy efficiency projects. The rebates are designed to benefit low- and moderate-income households and multi-family dwellings, benefitting those with the greatest energy burden. Rebates apply at the point-of-sale and lower the up-front cost of investing in things like high efficiency HVAC appliances, improved weatherization and insulation, and updated electrical panels/wiring. The rebates cover 100% of the costs for low-income families, and 50% of the cost for moderate-income families. Jackson residents already face high housing costs; this program will help reduce energy burden for those who struggle the most while increasing community resiliency. The WEA needs to hear that there is strong local support and interest in this program so that these cost-saving, resiliency-building programs remain a priority now and in the coming years. Upon approval of this Town Manager report, staff will have the letter executed by Mayor Morton Levinson.



Home Energy Rebates

Frequently Asked Questions

What are the Home Energy Rebates?

The Home Energy Rebates will provide Americans with deep discounts on household upgrade purchases that can lower monthly utility bills. Depending on where you live, you can use the rebates to get discounts on ENERGY STAR appliances, insulation, and much more.

States, territories, and Tribes are responsible for running the rebate programs. Visit energy.gov/save/rebates to see if the rebates are already available where you live.

These rebates are available thanks to the landmark [Inflation Reduction Act](#).

What can I get a rebate for, and how much money can I save?

Depending on where you live, you may be able to get rebates on the following items through the two Home Energy Rebate programs:

Home Efficiency Rebates:

- Recommended when you're taking a comprehensive set of actions to reduce your energy usage.

- All households are potentially eligible, with the largest rebates going to those with lower incomes.
- You can save **up to \$8,000** depending on your household income and project's energy savings.
- Your project will need to reduce your home's energy usage by at least 20 percent.

Home Electrification and Appliance Rebates:

- Recommended when:
 - You're upgrading equipment and appliances in your home.
 - Your household income is similar to or below the average in your area.¹
- Provides households with **up to \$14,000** in rebates.
- Covers up to 100% of costs for lower-income families and up to 50% for moderate-income families.
- Your state will determine which products are eligible from the following list – you can save up to:



U.S. DEPARTMENT OF
ENERGY

For more information, visit energy.gov/save

- **\$8,000** for an ENERGY STAR-certified electric heat pump for space heating and cooling.
- **\$4,000** for an electrical panel.
- **\$2,500** for electrical wiring.
- **\$1,750** for an ENERGY STAR-certified electric heat pump water heater.
- **\$1,600** for insulation, air sealing, and mechanical ventilation products.
- **\$840** for an ENERGY STAR-certified electric heat pump clothes dryer and/or an electric stove, cooktop, range, or oven.

How do I figure out which of these upgrades would make sense for my home?

If you are not sure what makes sense for your home, consider getting a home energy audit from a professional. This assessment should give you a good list of potential projects and upgrades that may be eligible for rebates and federal tax credits.

Programs in your area may offer these audits for free or at low cost. To find discounts, do a web search for home energy audit rebates and tax credits in your city or state. You may also be eligible for a tax credit of up to 30% of the audit's cost – see <https://www.energy.gov/eere/buildings/articles/how-ensure-your-home-energy-audit-qualifies-150-tax-credit> for more information.

I need to do the work now, but rebates aren't available in my state yet. What do I do?

If your home urgently needs energy efficiency upgrades, don't wait. If you need financial assistance, existing state, local, utility, and federal programs, including the Weatherization Assistance Program, may be available – learn more at <https://www.energy.gov/scep/wap/weatherization-assistance-program>.

You can go to energy.gov/save for more information on energy-saving purchases that qualify for rebates and tax credits. You can take advantage of up to \$3,200 in tax credits now. More information is available at <https://www.irs.gov/credits-deductions/energy-efficient-home-improvement-credit>.

I already made my purchase and want a rebate, but my state's rebates weren't available when I made the purchase. What do I do?

If you installed energy-efficient equipment in your home after Aug. 16, 2022, you can reach out to your state to see if your project qualifies for a Home Efficiency Rebate. (You must wait until your Home Efficiency and Appliance Rebates program launches to claim any of its incentives.). Find your state's energy office at <https://www.energy.gov/femp/state-energy-offices-and-organizations>. To qualify, your project needs to have met all program rules.

DOE strongly recommends waiting until your state's rebate programs launch before beginning your projects.

¹ Only families making less than 150% of their area median income are potentially eligible. Individual states, territories, and Tribes can set this income cap at a lower level. In 2022, 150% of the **national** median income was roughly \$110,000. Your **area's** median income could be significantly higher or lower. You can go to huduser.gov/portal/datasets/il/il2023/select_Geography.odn to look up the median income in your area.



ADMINISTRATION DEPARTMENT

Wyoming Energy Authority (WEA)
1912 Capitol Ave, Ste 305
Cheyenne, WY 82001

To: Rob Creager - WEA Executive Director
Cc: Patrick Millin - WEA Program Manager
Cc: Wendy Hutchinson - WEA Board Chair

RE: Local Support for the Home Energy Rebates Program

Dear Executive Director Rob Creager,

On behalf of the Town of Jackson, I want to express our strong support and appreciation to the Wyoming Energy Authority for its work to apply for the Home Energy Rebate program before the Department of Energy's deadline of January 31, 2025. This program will provide a direct benefit to many of our community member and businesses and will support a healthy community and economy.

Jackson is facing a housing crisis for our workforce, our seniors, and our families. In addition to the high cost of rent and mortgages, residents are burdened by the rising cost of energy bills. Low-to-moderate income households often live in the least energy efficient homes, yet many of them do not have enough money to pay the up-front cost of home energy improvements. This leads to safety concerns during power outages and when families turn their heat dangerously low.

Home Energy Rebates apply at the point-of-sale, lowering the upfront cost of investments and making energy efficiency improvements possible for those who cannot afford to wait for a tax rebate. By replacing outdated appliances with high-efficiency alternatives, updating electrical panels and wiring, tightening building envelopes, and improving weatherization, Jackson households could reduce their electricity usage and heating costs by 40–50 percent.¹ We are particularly excited to work with residents living in affordable housing units to help them take advantage of these rebates.

Additionally, our local electricity prices depend on the energy source. The more energy we consume, the more we must turn to expensive energy sources and the higher the rates. Thus, when households improve their energy efficiency, everyone in Jackson benefits from lower rates. Thank you for this opportunity to save our residents money, keep energy prices low, and improve livability in Jackson.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson

¹ [U.S. Department of Energy.](https://www.energy.gov/eere/energy-efficiency/home-energy-rebate-program)

