

Regular Town Council Meeting

December 16, 2024

6:00 PM

Town Council Chambers

Chair: Hailey Morton Levinson

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

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

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/85964026030?pwd=184jfqaWkcHifeJZhJdeJGGD5BLVaS.1>

Or join at zoom.com with Webinar ID: **859 6402 6030** and Password: **83001** or by phone: **+1 346 248 7799**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Extra Mile Day

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. December 2, 2024 Regular Town Council Meeting
- B. Disbursements
- C. November Municipal Court Report
- D. Kilmain/89 LLC County Sewer Connection Request (E24-0221) (Brian Lenz)
- E. Consideration of Deed Restriction for Workforce Housing at 185 N. Glenwood Unit #19 (Kristi Malone)
- F. Amendment and Restatement of Restriction for 1253 W. Hwy 22 Unit #203 (Stacy Stoker)
- G. Partial Vacation without Replat at 505 & 515 E. Simpson Ave. (P24-165) (Tyler Valentine)

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.

- H. Department of Transportation Charging and Fueling Infrastructure Grant (Tanya Anderson)
- I. Gregory Lane Right-of-Way Easements (Brian Lenz and Johnny Ziem)
- J. Memorandum of Understanding with Grand Teton Skating Association (Susan Scarlata)

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

- A. Legal
 - 1. Taxi Rate Change Scoping Staff Report (Lea Colasuonno)
- B. Planning & Building
 - 1. Conditional Use Permit for the Karns Meadow Master Plan (P24-130) (Tyler Valentine)
 - 2. Request for a Subdivision Plat for the Hansen Corner Addition at 600, 610 & 620 E. Hansen Ave. (P24-148) (Tyler Valentine)
 - 3. Scoping Report on Affordable Non-Residential Zoning Strategies (Paul Anthony)

VI. RESOLUTIONS

- A. Resolution 24-26: Wildland Urban Interface (Paul Anthony)
- B. Resolution 24-27: A Resolution Repealing Resolution 09-04 (Lea Colasuonno)
- C. Resolution 24-28: Fee Schedule (Kelly Thompson)

VII. ORDINANCES

- A. Ordinances I-AB: Ordinances Amending Title 16 Regarding Housing Rules and Regulations (Third Reading, to be designated Ordinances 1407-1415)
 - 1. Ordinance I: An Ordinance Amending Title 16 Regarding the Introduction to the Housing Rules and Regulations
 - 2. Ordinance J: An Ordinance Amending Title 16 Regarding Housing Development Standards and Procedures
 - 3. Ordinance K: An Ordinance Amending Title 16 Regarding Qualification and Eligibility
 - 4. Ordinance L: An Ordinance Amending Title 16 Regarding Weighted Drawing
 - 5. Ordinance M: An Ordinance Amending Title 16 Regarding Sale and Resale Standards
 - 6. Ordinance N: An Ordinance Amending Title 16 Regarding Rental Standards and Procedures
 - 7. Ordinance O: An Ordinance Amending Title 16 Regarding Compliance and Exception, Appeal, and Grievance Standards and Procedures
 - 8. Ordinance AA: An Ordinance Amending Title 16 Regarding Occupancy and Use
 - 9. Ordinance AB: An Ordinance Amending Title 16 Regarding Definitions
- B. Ordinances AC-AK: Ordinances Amending Title 15 Related to Building, Fire, and Electrical Codes (Third Reading, to be designated Ordinances 1416-1424)
 - 1. Ordinance AC: An Ordinance Amending Title 15 Regarding the International Fire Code and International Wildland-Urban Interface

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.

2. Ordinance AD: An Ordinance Amending Title 15 Regarding the National Electrical Code
3. Ordinance AE: An Ordinance Amending Title 15 Regarding the International Building Code
4. Ordinance AF: An Ordinance Amending Title 15 Regarding the International Existing Building Code
5. Ordinance AG: An Ordinance Amending Title 15 Regarding the International Mechanical Code
6. Ordinance AH: An Ordinance Amending Title 15 Regarding Solid Fuel Burning Devices
7. Ordinance AI: An Ordinance Amending Title 15 Regarding the International Residential Code
8. Ordinance AJ: An Ordinance Amending the Title 15 International Plumbing Code
9. Ordinance AK: An Ordinance Amending Title 15 Regarding the International Fuel Gas Code
- C. Ordinances AL-AM: Ordinances Amending Titles 9 and 7 Regarding Animals (Third Reading, to be designated Ordinances 1425-1426)
 1. Ordinance AL: An Ordinance Amending Title 9 Regarding Cruelty to Animals
 2. Ordinance AM: An Ordinance Amending Title 7 Regarding Animals
- D. Ordinances C-H: Ordinances Amending Title 8 and Franchise Agreements Related to the Pay As You Throw Program (Third Reading, to be designated Ordinances 1427-1431)
 1. Ordinance C: An Ordinance Amending Title 8 Regarding the Pay As You Throw Program
 2. Ordinance D: An Ordinance Granting Teton Trash Removal a Franchise
 3. Ordinance E: An Ordinance Amending the Franchise Agreement with Westbank Environmental Services
 4. Ordinance F: An Ordinance Amending the Franchise Agreement with Yellow Iron Excavating
 5. Ordinance H: An Ordinance Amending the Franchise Agreement with Terra Firma Services
- E. Ordinances AN-AO: Ordinances Granting Franchise Agreements to Star Valley Disposal and New Waste Removal (Third Reading, to be designated Ordinances 1432-1433)
 1. Ordinance AN: An Ordinance Granting a Franchise Agreement to Star Valley Disposal
 2. Ordinance AO: An Ordinance Granting a Franchise Agreement to New Waste Removal
- F. Ordinance P: Century Link Franchise Extension (Lea Colasuonno, First Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

Please note that at any point during the meeting, the Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

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.

**EXTRA MILE DAY PROCLAMATION
DECLARING NOVEMBER 1ST AS “EXTRA MILE DAY”**

WHEREAS, Jackson, Wyoming is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Jackson is a community that encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Jackson is a community that chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Jackson acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” which occurred on November 1, 2024.

NOW THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, on behalf of the Jackson Town Council and the entire Jackson community, wish to recognize the **Town of Jackson’s Staff**, for going the extra mile by providing exceptional service to our community. TOJ staff go above and beyond by embodying Town values including Customer Focus & Service, Openness, Innovation, Respect, Professionalism, Positive Workplace, Stewardship & Conservation, and It is My Job, It is Our Job. Staff promotes these values not only in the workplace with colleagues but also to the public every day.

We recognize our First Responders in our Police Department and Fire/EMS who work tirelessly, day and night, 7 days a week, to ensure the safety of our community.

We recognize our Transit staff who deliver friendly and reliable transportation options to our commuters and community.

We recognize our Public Works staff, who are out when the rest of us are sleeping ensuring the roads are plowed and we have clean water, among many other things.

We recognize our Administrative, Finance, External and Internal Services, IT, Legal, and Court teams, for handling licensing, public information, recruiting, finances, endless technical functions, and countless other behind the scenes tasks that keep staff and the public organized and informed.

We recognize our Planning and Buildings team for their technical expertise on the Town’s Land Development Regulations and Design Guidelines, supporting the community to achieve success with their projects.

We recognize our Parks and Rec department for its efforts in keeping our parks and community center a place of relaxation and enjoyment for all, and our Housing department for working to provide affordable and local housing for our community.

FURTHER, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim November 1, 2024, as Extra Mile Day. I urge everyone in the community to take time to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are

inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED THIS 16th DAY OF DECEMBER, 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 2, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Russ Ruschill, Steve Ashworth, Paul Anthony, Tanya Anderson, Susan Scarlata, and Riley Taylor.

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson introduced Brooke Avery, Paralegal. Mayor Morton Levinson read the Active People, Healthy Nation Proclamation and a Proclamation Commemorating Grizzly Bear 399.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the November 18, 2024 Regular Town Council Workshop and November 18, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. ACE EQUIPMENT & SUPPLY \$1,764.00; ACE HARDWARE \$879.12; ADVANCED NETWORK MANAGEMENT, INC. \$5,228.86; ALLEGION ACCESS TECHNOLOGIES \$696.00; ALPHAGRAPHICS \$648.73; AMAZING TROPHIES & GIFTS \$802.83; AMAZON \$3,194.92; AMERICAN PUMP COMPANY \$1,533.88; APPLE INC \$12,786.00; AT&T \$1,157.02; BEST BEST & KRIEGER \$187.50; BLACK HAWK INDUSTRIAL \$244.01; BLISS CARGO \$75.04; BRACKIN, MATT \$100.00; BURR, SCOTT \$13,656.61; CENTURYLINK \$2,493.11; CMI - TECO \$441.90; CONRAD & BISCHOFF INC. \$27,228.75; CONTROL SYSTEM TECHNOLOGY, INC. \$5,535.00; DEAN'S PEST CONTROL LLC \$970.00; DIMIGLIO, FRANCESCO \$75,000.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$575.34; ELAN ONE CARD \$16,470.05; ENERGY LABORATORIES INC. \$1,243.00; EVANS CONSTRUCTION INC \$12,274.07; FERGUSON ENTERPRISES, INC \$78.36; FIRE SERVICES OF IDAHO \$90.00; FLEETPRIDE \$460.86; FREEDOM MAILING SERVICE INC. \$1,869.30; GABLE, RUSSELL \$155.00; GILLIG LLC \$258.00; GOVOS, INC \$6,110.11; HIGH COUNTRY LINEN \$823.56; HIRST APPLGATE, LLP \$599.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDEXX DISTRIBUTION, INC. \$1,657.00; INTERSTATE BATTERY \$1,733.55; JACKSON CURBSIDE INC. \$4,846.00; JACKSON DOWNTOWNER, LLC \$86,717.20; JACKSON GROUP LOCKBOX \$691.95; JACKSON HOLE HISTORICAL SOCIETY \$12,031.25; JACKSON LUMBER INC \$138.64; JACKSON PAINT AND GLASS, INC. \$4,270.00; JOE JOHNSON EQUIPMENT \$880.46; JORGENSEN ASSOCIATES, PC \$39,278.35; KILMER'S BG DISTRIBUTING \$4,000.00; LEGEND HYDROVACING, INC \$6,400.00; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOPEZ, CHRYSAL \$68.00; MACY'S SERVICES \$325.00; MINOR, JEREMY \$155.00; MOHROR, SCOTT \$90.00; MSC INDUSTRIAL SUPPLY CO \$547.33; NAPA AUTO PARTS INC. \$955.51; ONE CALL OF WYOMING \$521.25; ONTKO, BRYAN \$410.60; PALAZZOLO, MICHAEL \$77.83; PEERY, JEREMIAH \$96.00; PHOENIX CARS LLC \$195.00; PITTS, JASON \$155.00; PLATT \$3,569.45; POINT S DRIGGS \$1,170.90; PREMIER TRUCK-SALT LAKE CITY \$201.72; QUADIENT FINANCE USA, INV \$1,000.00; RUI INC. DBA VILLAGE GARDNER \$862.50; SAGEBRUSH INVESTORS, LLC \$21,875.00; SCHAEFFER, BRENT \$39.40; SENECA COMPANIES, INC \$363.38; SERENITY DEVELOPMENT \$110,000.00; SHORELINE CONSULTING \$4,976.35; SILVER CREEK SUPPLY \$109.43; SINCLAIR, TYLER \$122.66; SPECTRUM \$99.99; SPRING CREEK ANIMAL HOSPITAL \$2,927.66; STANDARD PLUMBING SUPPLY CO. \$36.40; STAR VALLEY DISPOSAL \$117.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$13,905.99; TETON COUNTY CLERK \$82,486.35; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$15,666.59; TETON MOTORS INC \$323.60; TIMBERLINE CONCRETE \$487.50; TLOUGAN, MARIA \$250.00; T-MOBILE \$62.30; TMSC LLC \$19,611.08; TOP TIER TOOLS LLC \$27.00; TRITECH FORENSICS \$100.40; ULINE \$1,035.28; VERIZON WIRELESS \$11,052.05; VIRGINIAN VILLAGE CONDO HOA \$1,080.00; VISA \$13,209.66; WBC PROPERTIES \$2,150.00; WEST COAST CODE CONSULTANTS \$4,590.00; WESTERN STATE \$32.35; WESTWOOD CURTIS \$28,500.00; WISZ, JEFFREY \$1,000.00;

WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$10,316.25; YELLOW IRON EXCAVATION, LLC \$192.00

- C. **Agreement for Commission of Public Artwork.** 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.

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.

Contract for Parking Access Revenue Control System at Millward/Simpson Garage. Charlotte Frei made staff comment. Council held discussion with staff. Margie Lynch, Julien Hass, public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers 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; and 4) As discussed tonight. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Pas As You Throw Program. Tanya Anderson made staff comment. Council held discussion with staff. Public comment for this item was accepted during the November 18, 2024 meeting. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the proposed amendments to Title 8 of the Municipal Code and associated amendments to franchise agreements as presented by staff in this December 2, 2024 staff report, and direct staff to present ordinances for Council consideration. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jessica Sell Chambers in favor and Jim Rooks opposed. The motion carried.

Conditional Use Permit for Karns Meadow Master Plan (P24-130). Tyler Valentine, Tyler Sinclair, Max Moran, Johnny Ziem, and Megan Smith made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to continue item P24-130 to the regularly scheduled Town Council meeting on December 16, 2024, and direct staff to revise the application as discussed by Council at this meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:16pm and reconvened at 8:22pm.

Fee Schedule Public Hearing. Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. No motion was made. Consideration of the annual fee resolution will occur during the regularly scheduled December 16, 2024 Town Council meeting.

Resolution 24-15: A Resolution Authorizing Cooperation with WYDOT for Submission of an Application for National Scenic Byways Program Funding. Floren Poliseo made staff comment. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Resolution 24-25 with minor edits by staff, 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance 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 Arne Jorgensen to approve AC-AK on second reading. Mayor Morton Levinson 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 Arne Jorgensen to approve Ordinances AL-AM on second reading. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance C. An Ordinance Amending Title 8 Regarding the Pay As You Throw Program.

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:

Ordinance D. An Ordinance Granting Teton Trash Removal a Franchise.

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 PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

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

Ordinance E. An Ordinance Amending the Franchise with Westbank Environmental Services.

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:

Ordinance F. An Ordinance Amending the Franchise with Yellow Iron Waste Removal.

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:

Ordinance H. An Ordinance Amending the Franchise with Terra Firma Services.

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:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve ordinances C-H on first reading. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jessica Sell Chambers in favor and Jim Rooks opposed. The motion carried.

Ordinance AN. An Ordinance Granting Star Valley Disposal a Franchise.

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:

Ordinance AO. An Ordinance Granting New Waste Removal a Franchise.

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:

Lea Colasuonno made staff comment. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve ordinances AN-AO on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There were no matters from Mayor and Council.

Town Manager’s Report. Tyler Sinclair and Roxanne Robinson made staff comment. The Town Manager’s report contained updates on a celebration for Mayor Morton Levinson, Councilman Jim Rooks, and Councilwoman Sell Chambers, rodeo concession extension request, and a letter of support for home energy rebates. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:44 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: December 11, 2024

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842122024	PAYROLL DEDUCTIONS	11/01/2024	80.00	80.00	12/04/2024
Total 328:					80.00	80.00	
7523	A43 ARCHITECTURE	2411-1124	SERVER ROOM	12/02/2024	450.00	.00	
Total 7523:					450.00	.00	
425	ACE EQUIPMENT & SUPPLY	177735	FILTER	11/14/2024	252.00	.00	
Total 425:					252.00	.00	
51	ACE HARDWARE	888461	MARKING PAINT	11/06/2024	32.37	.00	
51	ACE HARDWARE	888512	ID TAG	11/06/2024	15.96	.00	
51	ACE HARDWARE	888562	BATTERIES	11/07/2024	7.99	.00	
51	ACE HARDWARE	888935	SPRAYER	11/11/2024	86.97	.00	
51	ACE HARDWARE	889337	WINDSHIELD WASH	11/14/2024	30.36	.00	
51	ACE HARDWARE	889431	SEAL CINCH	11/14/2024	23.88	.00	
51	ACE HARDWARE	889460	PROPANE	11/15/2024	89.98	.00	
51	ACE HARDWARE	889642	TRASH BAGS	11/18/2024	19.99	.00	
51	ACE HARDWARE	889660	PAINT	11/18/2024	11.99	.00	
51	ACE HARDWARE	889704	EXTN CORD	11/18/2024	39.99	.00	
51	ACE HARDWARE	889810	LADDER	11/19/2024	109.98	.00	
51	ACE HARDWARE	889818	LIGHT BULBS	11/19/2024	29.98	.00	
51	ACE HARDWARE	889828	LIGHT BULBS	11/19/2024	54.98	.00	
51	ACE HARDWARE	889884	MARKING PAINT	11/19/2024	37.48	.00	
51	ACE HARDWARE	890022	TOILET SEAT	11/20/2024	21.99	.00	
51	ACE HARDWARE	890065	LAMPS	11/21/2024	50.97	.00	
51	ACE HARDWARE	890076	HEX SELF	11/21/2024	1.89	.00	
51	ACE HARDWARE	890227	sCREWS	11/22/2024	1.89	.00	
51	ACE HARDWARE	890475	TORX SCREWS	11/25/2024	9.59	.00	
51	ACE HARDWARE	890515	SCREWS	11/25/2024	3.86	.00	
51	ACE HARDWARE	890525	KNIFE	11/25/2024	15.98	.00	
51	ACE HARDWARE	8905892	BRUSH	11/25/2024	10.38	.00	
51	ACE HARDWARE	890600	SUPPLIES	11/25/2024	34.45	.00	
51	ACE HARDWARE	890612	HEATER	11/24/2024	99.99	.00	
51	ACE HARDWARE	891580	sprayer	12/04/2024	21.99	.00	
Total 51:					864.88	.00	
2269	AFLAC	185228	ACCOUNT #y9599	11/25/2024	1,811.28	1,811.28	12/04/2024
Total 2269:					1,811.28	1,811.28	
5726	AMAZON	112-2453664-5	LABELS	10/21/2024	94.95	.00	
5726	AMAZON	112-2453664-5	LABELS	10/22/2024	94.95	.00	
5726	AMAZON	112-4767559-5	LOAD TESTER	11/06/2024	64.70	.00	
5726	AMAZON	112-6192269-6	WASHER FLUID	09/20/2024	19.99	.00	
5726	AMAZON	112-7118039-2	BACKUP LENS	10/01/2024	69.90	.00	
5726	AMAZON	113-0851853-6	FILE FOLDERS	10/15/2024	33.13	.00	
5726	AMAZON	114-0603938-5	AIR DIVERTOR	11/07/2024	85.93	.00	
5726	AMAZON	114-2297547-8	TIMER	11/07/2024	21.72	.00	
5726	AMAZON	114-4518832-1	VALVE	10/28/2024	83.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	16XN-7N9P-39	PAPER TOWELS	11/12/2024	67.59	.00	
5726	AMAZON	1CXG-3FMH-V	ICE CLEATS	11/25/2024	115.71	.00	
5726	AMAZON	1DGD-KFVG-9	TRANSFORMER	11/19/2024	802.83	.00	
5726	AMAZON	1KC6-NRWT-3	ANIMAL CARE	11/12/2024	49.45	.00	
5726	AMAZON	1KXL-71L7-HJ	CREDIT	11/24/2024	28.33-	.00	
5726	AMAZON	1NHX-PR3Y-V	DISHWASHER PODS	11/25/2024	229.16	.00	
5726	AMAZON	1Q9K-3PJM-N	SAMSUNG MONITOR	12/07/2024	3,271.51	.00	
5726	AMAZON	1RMQ-FJJ3-Y	TOTE BAGS	12/02/2024	299.96	.00	
5726	AMAZON	1RVV-7F19-7P	WALL CALENDAR	11/23/2024	53.98	.00	
5726	AMAZON	1TMQ-RFF3-Y	TOTE BAGS	12/02/2024	299.96	.00	
5726	AMAZON	1XRP-91FM-W	CABLES	12/05/2024	11.89	.00	
5726	AMAZON	1XTV-G6RN-G	STICKERS	12/03/2024	24.90	.00	
Total 5726:					5,767.83	.00	
4230	American Diversity Business Solut	00-899081	PARKING TICKETS	10/24/2024	1,550.00	.00	
Total 4230:					1,550.00	.00	
660	AMERICAN PUMP COMPANY	108616	PUMP REPAIR	11/11/2024	25,984.23	.00	
660	AMERICAN PUMP COMPANY	108616	PUMP REPAIR	11/11/2024	25,984.23	.00	
Total 660:					51,968.46	.00	
383	ANTLER MOTEL, INC.	120224	NOVEMBER ROOM RENTS	12/02/2024	9,765.00	.00	
Total 383:					9,765.00	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	11/12/2024	43.23	.00	
1783	AT&T	287279795460	charges for account 28727979546	11/11/2024	181.88	.00	
Total 1783:					225.11	.00	
7559	ATLANTIC CREEK HOLDINGS, L	120324	RELEASE BOND B21-1122 85 N	12/03/2024	6,000.00	.00	
Total 7559:					6,000.00	.00	
6583	BESTDRIVE IDAHO FALLS	29006352	HD3 HYBRID	11/18/2024	5,659.90	.00	
6583	BESTDRIVE IDAHO FALLS	29006471	GMAX	11/18/2024	1,969.07	.00	
Total 6583:					7,628.97	.00	
4774	BIG R RANCH & HOME	1676741	ADHESIVE	07/09/2024	5.49	.00	
4774	BIG R RANCH & HOME	1682689	DRUM LINER	08/12/2024	24.99	.00	
4774	BIG R RANCH & HOME	1684970	UNIFORMS	08/27/2024	139.98	.00	
4774	BIG R RANCH & HOME	1688241	BIBERALL	09/18/2024	199.99	.00	
4774	BIG R RANCH & HOME	1691312	UNIFORMS	10/10/2024	139.98	.00	
Total 4774:					510.43	.00	
3500	BISON LUMBER	2411-862951	REDWOOD	11/25/2024	80.75	.00	
Total 3500:					80.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	120124	DRY CLEANING PD	12/01/2024	220.25	.00	
Total 1560:					220.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7394	BOLAND, ANITA	120424	JANUARY RENT	12/04/2024	2,200.00	.00	
Total 7394:					2,200.00	.00	
7077	BURKHOLDER, SHAWN	120424	JANUARY RENT	12/04/2024	2,039.63	.00	
Total 7077:					2,039.63	.00	
7345	CAMP ON INC	12042024	JANUARY RENT	12/04/2024	13,300.00	.00	
Total 7345:					13,300.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-671587	BATTERY	11/07/2024	167.69	.00	
Total 5:					167.69	.00	
102	CASELLE INC.	137243	CONTRACT SUPPORT	12/01/2024	1,973.00	.00	
Total 102:					1,973.00	.00	
7557	CBV PARTNERS	120324	RELEASE BOND B19-0650 120 F	12/03/2024	3,000.00	.00	
Total 7557:					3,000.00	.00	
447	CDW-GOVERNMENT	AB6611L	DEFENSE PLAN	11/25/2024	55,368.25	.00	
Total 447:					55,368.25	.00	
544	CENTURYLINK	712755480	Monthly bill for account 75912352	11/20/2024	153.21	.00	
Total 544:					153.21	.00	
5967	CITY OF DRIGGS	BBSTART2025	BUS BARN RENT	11/30/2024	1,706.48	.00	
Total 5967:					1,706.48	.00	
7564	COLE, ELLA	112524	THANKSGIVING POTLUCK	11/25/2024	526.98	.00	
Total 7564:					526.98	.00	
514	CONRAD & BISCHOFF INC.	IN-375215-24	FUEL	11/15/2024	27,685.59	.00	
514	CONRAD & BISCHOFF INC.	IN-392895-24	DEF BULK	11/25/2024	454.17	.00	
Total 514:					28,139.76	.00	
7500	CONWAY, LARS	120424	JANUARY RENT	12/04/2024	2,500.00	.00	
Total 7500:					2,500.00	.00	
1691	CORE & MAIN LP	V225948	UME	10/10/2024	11,612.32	.00	
Total 1691:					11,612.32	.00	
7111	DAWSON INFRASTRUCTURE S	INV214216	REAR INNER	07/03/2024	818.57	.00	
7111	DAWSON INFRASTRUCTURE S	INV214338	SKATE	08/01/2024	2,510.20	.00	
7111	DAWSON INFRASTRUCTURE S	INV214340	ARROWSTICK	08/02/2024	1,178.62	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7111:					4,507.39	.00	
148	DELL	10786914625	mongoose	12/04/2024	51.57	.00	
Total 148:					51.57	.00	
708	DELTA DENTAL PLAN OF WYOM	110124	DECEMBER PREMIUM	11/01/2024	517.80	517.80	11/26/2024
708	DELTA DENTAL PLAN OF WYOM	110124	NOVEMBER CLAIMS	11/01/2024	7,943.20	7,943.20	11/26/2024
Total 708:					8,461.00	8,461.00	
3881	DEX IMAGING	AR12334765	CONTRACT COPIER	11/21/2024	90.00	.00	
3881	DEX IMAGING	AR12347384	CONTRACT COPIER	11/21/2024	57.25	.00	
3881	DEX IMAGING	AR12361369	CONTRACT	11/25/2024	890.46	.00	
Total 3881:					1,037.71	.00	
6270	DISCOUNT SNOW STAKES	0189087	SNOW STAKES	10/25/2024	825.25	.00	
Total 6270:					825.25	.00	
6883	DIVISION OF CHILD SUPPORT	112724	DCSE CASE #0005405448	11/27/2024	509.23	509.23	11/27/2024
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	120224	Crime Victim Surcharge	12/02/2024	450.00	.00	
Total 2175:					450.00	.00	
3408	E.R. OFFICE EXPRESS	22930	SIGNATURE STAMP	12/03/2024	26.40	.00	
3408	E.R. OFFICE EXPRESS	22935	PAPER	12/04/2024	91.27	.00	
Total 3408:					117.67	.00	
7565	EFFECTIVE FITNESS COMBATI	INV-EFC0502	CERTIFICATION COURSES	11/22/2024	2,498.00	.00	
Total 7565:					2,498.00	.00	
6092	ENERGY 1	6240120-2	DOJ SERVER ROOM	11/25/2024	1,881.25	.00	
Total 6092:					1,881.25	.00	
1134	ENERGY LABORATORIES INC.	673782	INFLUENT AND EFFLUENT	11/19/2024	646.00	.00	
1134	ENERGY LABORATORIES INC.	675034	BEFORE AND AFTER LIGHTS	11/26/2024	183.00	.00	
1134	ENERGY LABORATORIES INC.	675456	EFFLUENT	11/26/2024	258.00	.00	
1134	ENERGY LABORATORIES INC.	675970	INFLUENT AND EFFLUENT	12/02/2024	646.00	.00	
1134	ENERGY LABORATORIES INC.	677058	INFLUENT AND EFFLUENT	12/05/2024	646.00	.00	
Total 1134:					2,379.00	.00	
6552	ETNA TRADE PARK LLC	120424	JANUARY RENT	12/04/2024	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	251057	ROAD BASE	11/22/2024	271.79	.00	
81	EVANS CONSTRUCTION INC	9075	SAND	11/15/2024	24,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 81:					25,021.79	.00	
7097	FERRIS, MARK	120324	release bond 170 Redmond B20-	12/03/2024	6,000.00	.00	
Total 7097:					6,000.00	.00	
4294	FIRE SERVICES OF IDAHO	12592317	ANNUAL ALARM MONITORING	11/30/2024	420.00	.00	
Total 4294:					420.00	.00	
7124	FLAT CREEK APARTMENTS, LL	120324	release bond b22-0933 300 west	12/03/2024	5,000.00	.00	
Total 7124:					5,000.00	.00	
4212	GILLIG LLC	41244443	GUAGE	11/20/2024	217.49	.00	
4212	GILLIG LLC	41245905	PUMP	11/25/2024	97.14	.00	
4212	GILLIG LLC	41246469	WINDSHIELD	11/26/2024	1,376.94	.00	
Total 4212:					1,691.57	.00	
4271	GRAND TARGHEE RESORT	112124	GRANT REIMBURSE	11/21/2024	182,944.00	.00	
Total 4271:					182,944.00	.00	
7558	GREINER ELECTRIC	120324	RELEASE BOND B20-0286 260	12/03/2024	2,000.00	.00	
Total 7558:					2,000.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	120424	JANUARY RENT	12/04/2024	1,600.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	120424	SECURITY DEPOSIT 126 ASPEN	12/04/2024	1,600.00-	.00	
7497	GRIFFITH PARTNERSHIP LLC	120424	LAST MONTHS RENT 126 ASPE	12/04/2024	1,600.00-	.00	
7497	GRIFFITH PARTNERSHIP LLC	120424	JANUARY RENT	12/04/2024	1,750.00	.00	
Total 7497:					150.00	.00	
96	HIGH COUNTRY LINEN	0465605	WWTP	09/26/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0465605	BUILD MAINT	09/26/2024	14.35	.00	
96	HIGH COUNTRY LINEN	0465605	STREET	09/26/2024	18.28	.00	
96	HIGH COUNTRY LINEN	0465605	FACILITY	09/26/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0465605	ADMIN	09/26/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0465605	ADMIN	09/26/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0465605	SEWER	09/26/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0465605	WATER	09/26/2024	29.93	.00	
96	HIGH COUNTRY LINEN	0465605	SHOP SUPPLIES	09/26/2024	46.35	.00	
96	HIGH COUNTRY LINEN	0469332	STREET	10/17/2024	18.27	.00	
96	HIGH COUNTRY LINEN	0469332	fACILITY	10/17/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0469332	WWTP	10/17/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0469332	ADMIN	10/17/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0469332	ADMIN	10/17/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0469332	SEWER	10/17/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0469332	WATER	10/17/2024	26.40	.00	
96	HIGH COUNTRY LINEN	0469332	BUILD MAINT	10/17/2024	152.15	.00	
96	HIGH COUNTRY LINEN	0470499	WATER	10/24/2024	26.40	.00	
96	HIGH COUNTRY LINEN	0470499	WWTP	10/24/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0470499	STREET	10/24/2024	20.48	.00	
96	HIGH COUNTRY LINEN	0470499	ADMIN	10/24/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0470499	SHOP SUPPLIES	10/24/2024	46.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0470499	FACILITY	10/24/2024	.01-	.00	
96	HIGH COUNTRY LINEN	0470499	ADMIN	10/24/2024	7.04	.00	
96	HIGH COUNTRY LINEN	0470499	SEWER	10/24/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0470499	BUILD MAINT	10/24/2024	14.22	.00	
96	HIGH COUNTRY LINEN	0470499	FACILITY	10/24/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0471604	SEWER	10/31/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0471604	STREET	10/31/2024	21.02	.00	
96	HIGH COUNTRY LINEN	0471604	WATER	10/31/2024	27.18	.00	
96	HIGH COUNTRY LINEN	0471604	BUILD MAINT	10/31/2024	23.23	.00	
96	HIGH COUNTRY LINEN	0471604	WWTP	10/31/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0471604	ADMIN	10/31/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0471604	ADMIN	10/31/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0471604	FACILITY	10/31/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0472576	SEWER	11/07/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0472576	STREET	11/07/2024	24.92	.00	
96	HIGH COUNTRY LINEN	0472576	WATER	11/07/2024	27.18	.00	
96	HIGH COUNTRY LINEN	0472576	BUILD MAINT	11/07/2024	10.34	.00	
96	HIGH COUNTRY LINEN	0472576	FACILITY	11/07/2024	9.77	.00	
96	HIGH COUNTRY LINEN	0472576	ADMIN	11/07/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0472576	ADMIN	11/07/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0472576	WWTP	11/07/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0473535	SEWER	11/14/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0473535	STREET	11/14/2024	22.17	.00	
96	HIGH COUNTRY LINEN	0473535	WATER	11/14/2024	27.18	.00	
96	HIGH COUNTRY LINEN	0473535	BUILD MAINT	11/14/2024	152.86	.00	
96	HIGH COUNTRY LINEN	0473535	FACILITY	11/14/2024	.01-	.00	
96	HIGH COUNTRY LINEN	0473535	FACILITY	11/14/2024	9.77	.00	
96	HIGH COUNTRY LINEN	0473535	ADMIN	11/14/2024	6.66	.00	
96	HIGH COUNTRY LINEN	0473535	ADMIN	11/14/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0473535	WWTP	11/14/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0473976	MATS @ 155 E PEARL	11/18/2024	11.17	.00	
96	HIGH COUNTRY LINEN	0474323	MATS @ SHELTER	11/20/2024	77.62	.00	
96	HIGH COUNTRY LINEN	0474532	ADMIN	11/21/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0474532	SEWER	11/21/2024	14.95	.00	
96	HIGH COUNTRY LINEN	0474532	ADMIN	11/21/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0474532	WWTP	11/21/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0474532	STREET	11/21/2024	28.82	.00	
96	HIGH COUNTRY LINEN	0474532	BUILD MAINT	11/21/2024	15.37	.00	
96	HIGH COUNTRY LINEN	0474532	FACILITY	11/21/2024	9.77	.00	
96	HIGH COUNTRY LINEN	0474532	SHOP SUPPLIES	11/21/2024	46.35	.00	
96	HIGH COUNTRY LINEN	0474532	WATER	11/21/2024	27.18	.00	
96	HIGH COUNTRY LINEN	0475016	MAT @ HOME RANCH	11/25/2024	23.45	.00	
96	HIGH COUNTRY LINEN	0475325	MATS AND TOWELS @ WWTP	11/27/2024	25.38	.00	
96	HIGH COUNTRY LINEN	0475921	MATS@ START	12/02/2024	202.85	.00	
96	HIGH COUNTRY LINEN	0476409	MATS @ SHELTER	12/04/2024	77.62	.00	
96	HIGH COUNTRY LINEN	S0474295	TOWN HALL SUPPLIES	11/19/2024	298.35	.00	
96	HIGH COUNTRY LINEN	S0474870	TOWELS	11/22/2024	74.28	.00	
Total 96:					2,006.79	.00	
3342	HILTBRUNNER, ERIC	120524	REIMBURSE OFFICE SUPPLIES	12/05/2024	36.51	.00	
Total 3342:					36.51	.00	
3094	HOFLAND, TIM	5867	STRIPING PARKING GARAGE	10/14/2024	775.00	.00	
Total 3094:					775.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4736	IDAHO CHILD SUPPORT RECEI	112724	case #426985	11/27/2024	564.20	564.20	11/27/2024
Total 4736:					564.20	564.20	
36	IDAHO STATE TAX COMMISSIO	120424	NOVEMBER WITHHOLDINGS	12/04/2024	9,014.00	9,014.00	12/04/2024
Total 36:					9,014.00	9,014.00	
6720	IMMIGRANT HOPE	120524	LEGAL SERVICES	12/05/2024	2,000.00	.00	
Total 6720:					2,000.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000113	TRASH ROUTE NOVEMBER	12/01/2024	1,458.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000114	NOVEMBER TRASH DOWNTOW	12/01/2024	7,640.00	.00	
Total 6954:					9,098.00	.00	
7163	JACKSON GROUP LOCKBOX	680899IF	AMBER	11/04/2024	689.00	.00	
7163	JACKSON GROUP LOCKBOX	681604IF	MEGA THIN	11/20/2024	1,178.23	.00	
7163	JACKSON GROUP LOCKBOX	682510IF	blue oval	11/18/2024	38.93	.00	
7163	JACKSON GROUP LOCKBOX	683582IF	OIL FILTERS	11/21/2024	390.90	.00	
Total 7163:					2,297.06	.00	
6477	Jackson Hole Childrens Museum	258	2ND QUARTER PAYMENT	12/04/2024	5,000.00	.00	
Total 6477:					5,000.00	.00	
858	JACKSON HOLE COMMUNITY H	TOJ-24-25	2ND QUARTER	11/21/2024	12,500.00	.00	
Total 858:					12,500.00	.00	
5176	JACKSON HOLE CONTRACTIN	120324	release bond b17-0094 527 cache	12/03/2024	5,000.00	.00	
Total 5176:					5,000.00	.00	
67	JACKSON HOLE HISTORICAL S	120324	Release bond b22-0428 175 east	12/03/2024	3,000.00	.00	
Total 67:					3,000.00	.00	
6474	JACKSON HOLE LAW, PC	113024	LEGAL SERVICES	11/30/2024	3,502.50	.00	
Total 6474:					3,502.50	.00	
131	JACKSON HOLE NEWS & GUID	372191	AD EVANS CONSTRUCTION	11/20/2024	66.50	.00	
131	JACKSON HOLE NEWS & GUID	372287	AD#433592	11/27/2024	456.00	.00	
131	JACKSON HOLE NEWS & GUID	372616	AD#433830	12/04/2024	228.00	.00	
Total 131:					750.50	.00	
114	JACKSON LUMBER INC	0001027824-0	BOLTS	09/16/2024	27.04	.00	
114	JACKSON LUMBER INC	0001045482-0	BOLTS	11/13/2024	51.00	.00	
Total 114:					78.04	.00	
6890	JAMF SOFTWARE, LLC	90072075	PRO FOR IOS	10/25/2024	1,820.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6890:					1,820.70	.00	
7465	JDG VENTURES, LLC	004192	DRYER VENT CLEANING	11/25/2024	4,500.00	.00	
Total 7465:					4,500.00	.00	
2647	JHAM, INC.	JPD 112824	SARARILAND HARDWARE	11/28/2024	560.18	.00	
Total 2647:					560.18	.00	
139	JORGENSEN ASSOCIATES, PC	55079	22182 MILLWARD	11/27/2024	380.00	.00	
139	JORGENSEN ASSOCIATES, PC	55094	CORE FACILITY	12/02/2024	8,168.82	.00	
Total 139:					8,548.82	.00	
5537	KEENAN, PETER	120424	JANUARY RENT	12/04/2024	2,300.00	.00	
Total 5537:					2,300.00	.00	
7556	KELLY VINE LLC	120324	RELEASE BOND B16-0158 310	12/03/2024	17,500.00	.00	
Total 7556:					17,500.00	.00	
5843	Kelsey, Shane	120324	release bond b21-0383 25 east ke	12/03/2024	2,000.00	.00	
Total 5843:					2,000.00	.00	
4902	KOIS BROTHERS EQUIPMENT	133978	GEAR DRIVE	11/14/2024	5,495.17	.00	
Total 4902:					5,495.17	.00	
2149	LEXISNEXIS MATTHEW BENDE	4340782X	WY COURT RULES	11/14/2024	109.43	.00	
Total 2149:					109.43	.00	
156	LOWER VALLEY ENERGY INC	120424	JANUARY RENT	12/04/2024	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 11-2	3150 S ADAMS CANYON DR, JA	11/27/2024	287.77	.00	
156	LOWER VALLEY ENERGY INC	92050-003 11-2	SPRUCE DR PUMP HOUSE, JA	11/27/2024	279.03	.00	
156	LOWER VALLEY ENERGY INC	92050-008 11-2	CEMETERY, JACKSON, WY 20	11/27/2024	18.27	.00	
156	LOWER VALLEY ENERGY INC	92050-010 11-2	ELY SPRINGS RD WELL 6,7,8, J	11/27/2024	1,049.32	.00	
156	LOWER VALLEY ENERGY INC	92050-014 11-2	135 E BROADWAY AVE HEAT TA	11/27/2024	19.97	.00	
156	LOWER VALLEY ENERGY INC	92050-017 11-2	WASTE WATER TRTMT INTERM	11/27/2024	28.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 11-2	RANGEVIEW DR LIFT PUMP CO	11/27/2024	82.16	.00	
156	LOWER VALLEY ENERGY INC	92050-021 11-2	150 E PEARL AVE, JACKSON, W	11/27/2024	1,454.85	.00	
156	LOWER VALLEY ENERGY INC	92050-024 11-2	1605 BERGER LN SEWER LIFT	11/27/2024	24.66	.00	
156	LOWER VALLEY ENERGY INC	92050-025 11-2	450 W SNOW KING AVE NEW S	11/27/2024	783.32	.00	
156	LOWER VALLEY ENERGY INC	92050-026 11-2	450 W SNOW KING AVE SHOP, J	11/27/2024	247.71	.00	
156	LOWER VALLEY ENERGY INC	92050-044 11-2	610 SNOW KING DR ESTATES B	11/27/2024	196.44	.00	
156	LOWER VALLEY ENERGY INC	92050-047 11-2	WASTE WATER TRTMT UV BLD	11/27/2024	38.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 11-2	WASTE WATER TRTMT PTB 545	11/27/2024	10,407.73	.00	
156	LOWER VALLEY ENERGY INC	92050-050 11-2	2 MG TANK, JACKSON, WY 200	11/27/2024	24.43	.00	
156	LOWER VALLEY ENERGY INC	92050-051 11-2	WELL #5 KARNS MEADOW DR,	11/27/2024	2,420.33	.00	
156	LOWER VALLEY ENERGY INC	92050-052 11-2	675 E BROADWAY AVE WELL #1	11/27/2024	1,097.19	.00	
156	LOWER VALLEY ENERGY INC	92050-053 11-2	WELLS #2 & #3, JACKSON, WY	11/27/2024	2,007.43	.00	
156	LOWER VALLEY ENERGY INC	92050-054 11-2	CITY WELL ELK REF 1, JACKSO	11/27/2024	48.49	.00	
156	LOWER VALLEY ENERGY INC	92050-055 11-2	CITY WELL ELK REF 2, JACKSO	11/27/2024	36.99	.00	
156	LOWER VALLEY ENERGY INC	92050-059 11-2	440 W SNOW KING AVE POLICE	11/27/2024	158.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-060 11-2	400 W SNOW KING AVE S GAR,	11/27/2024	1,012.59	.00	
156	LOWER VALLEY ENERGY INC	92050-061 11-2	400 W SNOW KING AVE PUBLIC	11/27/2024	370.28	.00	
156	LOWER VALLEY ENERGY INC	92050-074 11-2	CRABTREE LN THAW WELL #2,	11/27/2024	24.40	.00	
156	LOWER VALLEY ENERGY INC	92050-075 11-2	HIGH SCHOOL RD THAW WELL	11/27/2024	28.65	.00	
156	LOWER VALLEY ENERGY INC	92050-077 11-2	685 E HANSEN AVE, JACKSON,	11/27/2024	92.64	.00	
156	LOWER VALLEY ENERGY INC	92050-078 11-2	145 W HANSEN AVE FRONT, JA	11/27/2024	147.59	.00	
156	LOWER VALLEY ENERGY INC	92050-079 11-2	145 W HANSEN AVE BACK, JAC	11/27/2024	146.29	.00	
156	LOWER VALLEY ENERGY INC	92050-082 11-2	400 W SNOW KING AVE E STOR	11/27/2024	278.34	.00	
156	LOWER VALLEY ENERGY INC	92050-089 11-2	685 E HANSEN AVE, JACKSON,	11/27/2024	17.83	.00	
156	LOWER VALLEY ENERGY INC	92050-090 11-2	955 MAPLE WAY, JACKSON, WY	11/27/2024	147.35	.00	
156	LOWER VALLEY ENERGY INC	92050-092 11-2	3150 S ADAMS CANYON DR ANI	11/27/2024	364.81	.00	
156	LOWER VALLEY ENERGY INC	92050-102 11-2	145 W HANSEN AVE FRONT, JA	11/27/2024	49.77	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	11/27/2024	2,921.26	.00	
156	LOWER VALLEY ENERGY INC	92050-106 11-2	940 SIMON LN, JACKSON, WY	11/27/2024	239.97	.00	
156	LOWER VALLEY ENERGY INC	92050-114 11-2	210 N CACHE ST HOME RANCH	11/27/2024	375.34	.00	
156	LOWER VALLEY ENERGY INC	92050-126 11-2	SPRING WATER LN LIFT STATIO	11/27/2024	26.74	.00	
156	LOWER VALLEY ENERGY INC	92050-127 11-2	3337 S CODY CREEK DR LIFT S	11/27/2024	225.11	.00	
156	LOWER VALLEY ENERGY INC	92050-131 11-2	195 E DELONEY AVE RESTROO	11/27/2024	304.85	.00	
156	LOWER VALLEY ENERGY INC	92050-132 11-2	160 S MILLWARD ST PARKING	11/27/2024	1,740.55	.00	
156	LOWER VALLEY ENERGY INC	92050-134 11-2	160 S MILLWARD ST PARKING	11/27/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 11-2	JOSEPHINE LOOP LOT 15 LIFT	11/27/2024	102.07	.00	
156	LOWER VALLEY ENERGY INC	92050-341 11-2	210 N CACHE ST HOME RANCH	11/27/2024	28.05	.00	
156	LOWER VALLEY ENERGY INC	92050-345 11-2	930 SIMON LN, JACKSON, WY	11/27/2024	169.43	.00	
156	LOWER VALLEY ENERGY INC	92050-356 11-2	55 KARNs MEADOW DR START	11/27/2024	3,741.48	.00	
156	LOWER VALLEY ENERGY INC	92050-357 11-2	55 KARNs MEADOW DR START	11/27/2024	1,904.54	.00	
156	LOWER VALLEY ENERGY INC	92050-359 11-2	MILLER PARK PARKING LOT CH	11/27/2024	181.37	.00	
156	LOWER VALLEY ENERGY INC	92050-361 11-2	625 W BROADWAY AVE NEW P	11/27/2024	24.80	.00	
156	LOWER VALLEY ENERGY INC	92050-363 11-2	455 VINE ST UTIL, JACKSON, W	11/27/2024	58.74	.00	
156	LOWER VALLEY ENERGY INC	92050-364 11-2	65 VIRGINIAN LN #5, JACKSON,	11/27/2024	59.32	.00	
156	LOWER VALLEY ENERGY INC	92050-365 11-2	65 VIRGINIAN LN #7, JACKSON,	11/27/2024	84.74	.00	
156	LOWER VALLEY ENERGY INC	92050-367 11-2	455 VINE ST APT #3, JACKSON,	11/27/2024	55.05	.00	
156	LOWER VALLEY ENERGY INC	92050-368 11-2	455 VINE ST APT #4, JACKSON,	11/27/2024	69.92	.00	
156	LOWER VALLEY ENERGY INC	92050-370 11-2	2022 WILDFLOWER CT, JACKS	11/27/2024	118.71	.00	
156	LOWER VALLEY ENERGY INC	92050-371 11-2	2022 WILDFLOWER CT, JACKS	11/27/2024	37.96	.00	
156	LOWER VALLEY ENERGY INC	92050-374 11-2	455 VINE ST APT #1, JACKSON,	11/27/2024	82.95	.00	
156	LOWER VALLEY ENERGY INC	92050-375 11-2	155 E PEARL AVE, JACKSON, W	11/27/2024	25.58	.00	
156	LOWER VALLEY ENERGY INC	92050-376 11-2	149 E PEARL AVE, JACKSON, W	11/27/2024	127.91	.00	
156	LOWER VALLEY ENERGY INC	92050-378 11-2	145 E PEARL AVE #A EAST, JAC	11/27/2024	46.67	.00	
156	LOWER VALLEY ENERGY INC	92050-383 11-2	SNOW KING DR WATER TANK C	11/27/2024	21.54	.00	
156	LOWER VALLEY ENERGY INC	92050-385 11-2	85 N SPRING GULCH RD SPRIN	11/27/2024	188.88	.00	
156	LOWER VALLEY ENERGY INC	92050-388 11-2	121 SHERWOOD CT BLDG 2 BU	11/27/2024	48.28	.00	
156	LOWER VALLEY ENERGY INC	92050-389 11-2	1640 MARTIN LN LIFT STATION,	11/27/2024	27.54	.00	
156	LOWER VALLEY ENERGY INC	92050-390 11-2	400 W SNOW KING AVE HOUSI	11/27/2024	160.86	.00	
156	LOWER VALLEY ENERGY INC	92050-391 11-2	400 W SNOW KING AVE PARK M	11/27/2024	423.91	.00	
156	LOWER VALLEY ENERGY INC	92050-392 11-2	400 W SNOW KING AVE ADMIN,	11/27/2024	612.90	.00	
156	LOWER VALLEY ENERGY INC	92050-393 11-2	400 W SNOW KING AVE EMPLO	11/27/2024	722.54	.00	
156	LOWER VALLEY ENERGY INC	92050-395 11-2	145 E PEARL AVE #C LOFT, JAC	11/27/2024	54.82	.00	
156	LOWER VALLEY ENERGY INC	92050-396 11-2	145 E PEARL AVE HSE/CMN, JA	11/27/2024	96.89	.00	
156	LOWER VALLEY ENERGY INC	92050-397 11-2	145 E PEARL AVE #B WEST, JA	11/27/2024	74.92	.00	
156	LOWER VALLEY ENERGY INC	92050-398 11-2	155 E PEARL AVE, JACKSON, W	11/27/2024	65.52	.00	
156	LOWER VALLEY ENERGY INC	92050-399 11-2	155 E PEARL AVE, JACKSON, W	11/27/2024	108.87	.00	
156	LOWER VALLEY ENERGY INC	92050-401 11-2	455 VINE ST APT #2, JACKSON,	11/27/2024	68.96	.00	
156	LOWER VALLEY ENERGY INC	92050-405 11-2	3585 S CANADIAN DR, JACKSO	11/27/2024	140.27	.00	
156	LOWER VALLEY ENERGY INC	92050-406 11-2	3585 S CANADIAN DR, JACKSO	11/27/2024	35.97	.00	
156	LOWER VALLEY ENERGY INC	92050-407 11-2	130 E KELLY AVE #23, JACKSO	11/27/2024	57.00	.00	
156	LOWER VALLEY ENERGY INC	92050-411 11-2	1540 MARTIN LN H-FRAME MET	11/27/2024	23.49	.00	
156	LOWER VALLEY ENERGY INC	92050-416 11-2	350 N MILLWARD ST #5, JACKS	11/27/2024	39.39	.00	
156	LOWER VALLEY ENERGY INC	92050-418 11-2	355 W DELONEY AVE E-5, JACK	11/27/2024	85.22	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-419 11-2	55 VIRGINIAN LN #4, JACKSON,	11/27/2024	77.71	.00	
156	LOWER VALLEY ENERGY INC	92050-420 11-2	355 W DELONEY AVE A-5, JACK	11/27/2024	55.34	.00	
156	LOWER VALLEY ENERGY INC	92050-421 11-2	268 SAWMILL RD, ALPINE, WY	11/27/2024	93.19	.00	
156	LOWER VALLEY ENERGY INC	92050-422 11-2	126 ASPEN DR, JACKSON, WY	11/27/2024	60.63	.00	
156	LOWER VALLEY ENERGY INC	92050-423 11-2	120 ASPEN DR, JACKSON, WY	11/27/2024	81.08	.00	
Total 156:					42,576.10	.00	
7560	MACY, ERIC	120324	RELEASE BOND B22-0898 415 T	12/03/2024	6,000.00	.00	
Total 7560:					6,000.00	.00	
677	MACY'S SERVICES	40022	GREASE PROCESS	11/15/2024	2,530.50	.00	
Total 677:					2,530.50	.00	
7112	MARKMAN, JASON	120424	INTERNET	12/04/2024	35.00	.00	
7112	MARKMAN, JASON	120424	JANUARY RENT	12/04/2024	2,800.00	.00	
Total 7112:					2,835.00	.00	
6881	MATEOSKY CONSTRUCTION	120324	430 eat simpson b21-0647 releas	12/03/2024	5,000.00	.00	
Total 6881:					5,000.00	.00	
7325	MICROSOFT	E0400TB7RO	CREDIT	12/04/2024	2,721.73-	.00	
Total 7325:					2,721.73-	.00	
6188	MINUTEMAN SECURITY TECHN	130811	ANNUAL BILLING	11/22/2024	4,785.00	.00	
Total 6188:					4,785.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7319702002	LOCKNUTS	11/13/2024	26.19	.00	
Total 4623:					26.19	.00	
257	NAPA AUTO PARTS INC.	266036	FILTERS	11/07/2024	15.37	.00	
257	NAPA AUTO PARTS INC.	266071	OIL FILTER	11/07/2024	100.95	.00	
257	NAPA AUTO PARTS INC.	266149	MOBIL	11/07/2024	13.98	.00	
257	NAPA AUTO PARTS INC.	266788	SHOP TOWELS	11/11/2024	33.98	.00	
257	NAPA AUTO PARTS INC.	266911	ADAPTER	11/11/2024	47.66	.00	
257	NAPA AUTO PARTS INC.	268488	FUEL CAP	11/18/2024	18.89	.00	
257	NAPA AUTO PARTS INC.	269149	ADAPER	11/20/2024	27.60	.00	
257	NAPA AUTO PARTS INC.	269227	COUPLER	11/20/2024	30.92	.00	
257	NAPA AUTO PARTS INC.	269447	LIGHTS	11/21/2024	38.97	.00	
257	NAPA AUTO PARTS INC.	269452	SEAT COVER	11/21/2024	37.99	.00	
257	NAPA AUTO PARTS INC.	269453	OIL FILTER	11/21/2024	8.12	.00	
257	NAPA AUTO PARTS INC.	269481	FUEL FILTER	11/21/2024	68.06	.00	
257	NAPA AUTO PARTS INC.	269483	GLOVES	11/21/2024	29.98	.00	
257	NAPA AUTO PARTS INC.	269796	BLADES	11/22/2024	57.58	.00	
257	NAPA AUTO PARTS INC.	269836	AIR FILTER	11/22/2024	13.33	.00	
257	NAPA AUTO PARTS INC.	270258	FILTERS	11/25/2024	27.83	.00	
257	NAPA AUTO PARTS INC.	270710	BLADES	11/26/2024	143.95	.00	
257	NAPA AUTO PARTS INC.	270722	CREDIT	11/26/2024	3,899.88-	.00	
Total 257:					3,184.72-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7295	NATIONAL TRADE SUPPLY, LLC	INV0133649	AIR FILTERS	11/19/2024	1,338.00	.00	
Total 7295:					1,338.00	.00	
187	NELSON ENGINEERING	66109	23-302-01 TOJ THAW WELL 10	12/02/2024	2,182.50	.00	
Total 187:					2,182.50	.00	
6213	New West Building Company Inc.	120224	release bond 500/510 east simps	12/02/2024	6,000.00	.00	
6213	New West Building Company Inc.	120324	release bond b22-0770 275 redm	12/03/2024	6,000.00	.00	
Total 6213:					12,000.00	.00	
7562	NUSFC, LLC	SLI/10392365	FRAME AND GRATE	08/21/2024	1,588.65	.00	
Total 7562:					1,588.65	.00	
5870	ONE 22, INC.	5180	GRANT PAYMENT	11/01/2024	81,000.00	.00	
Total 5870:					81,000.00	.00	
6750	ORSETTO	120324	release bond b20-0728	12/03/2024	1,000.00	.00	
Total 6750:					1,000.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS3386	CONTRACT SERVICE	11/29/2024	9,000.00	.00	
Total 7070:					9,000.00	.00	
7551	PICKAROOM TIMBER PRODUC	18344	BARKIE BUCK	11/11/2024	904.07	.00	
Total 7551:					904.07	.00	
7242	PITTS, SAMANTHA	112524	MONTHLY IT HARDWARE	11/25/2024	77.83	.00	
Total 7242:					77.83	.00	
4894	PLATT	5S62480	SUPPLIES	11/20/2024	31.48	.00	
4894	PLATT	5S86573	EATON	11/22/2024	33,013.18	.00	
Total 4894:					33,044.66	.00	
7528	QUALITY AIR SOLUTIONS LLC	500	DRYER VENT	11/22/2024	800.00	.00	
Total 7528:					800.00	.00	
7066	R & A SAFETY LLC	45546	RANDOM	10/31/2024	90.50	.00	
7066	R & A SAFETY LLC	45547	PRE EMPLOY	11/04/2024	90.50	.00	
7066	R & A SAFETY LLC	45561	PRE EMPLOY	11/01/2024	90.50	.00	
7066	R & A SAFETY LLC	45576	PRE EMPLOY	11/06/2024	90.50	.00	
7066	R & A SAFETY LLC	45588	PRE EMPLOY	11/04/2024	90.50	.00	
7066	R & A SAFETY LLC	45593	PRE EMPLOY	11/11/2024	90.50	.00	
7066	R & A SAFETY LLC	45648	PRE-EMPLOY	11/22/2024	90.50	.00	
7066	R & A SAFETY LLC	45658	RANDOM	11/25/2024	90.50	.00	
7066	R & A SAFETY LLC	45668	PRE EMPLOY	10/21/2024	90.50	.00	
7066	R & A SAFETY LLC	45675	RANDOM	11/27/2024	90.50	.00	
7066	R & A SAFETY LLC	45679	PRE EMPLOY	11/14/2024	90.50	.00	
7066	R & A SAFETY LLC	45686	SHIPPING CHARGES	11/08/2024	184.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7066:					1,180.15	.00	
7460	RAMANATHAN, BRINDA	120424	JANUARY RENT	12/04/2024	2,500.00	.00	
Total 7460:					2,500.00	.00	
5713	RED HOUSE LLC	120324	release bond b22-0306 255 and 2	12/03/2024	5,000.00	.00	
5713	RED HOUSE LLC	120324	release bond b22-0305 380 south	12/03/2024	8,000.00	.00	
5713	RED HOUSE LLC	120324	release bond b22-0302 335 south	12/03/2024	11,000.00	.00	
5713	RED HOUSE LLC	120324	release bond b22-0303 320 south	12/03/2024	8,000.00	.00	
Total 5713:					32,000.00	.00	
5838	Rendezvous Insurance Inc.	4142	UMBRELLA ENDORSEMENT	12/03/2024	63,280.32	.00	
Total 5838:					63,280.32	.00	
4869	RIDGELINE EXCAVATION INC	120324	release bond b18-0685	12/03/2024	5,000.00	.00	
Total 4869:					5,000.00	.00	
4723	RON'S TOWING LLC	24-36684	TOW	10/28/2024	850.00	.00	
Total 4723:					850.00	.00	
2850	RT1 INC	120224	shipping CHARGES	12/02/2024	13.46	.00	
Total 2850:					13.46	.00	
5812	RUI INC. DBA VILLAGE GARDN	4596	155 E PEARL SNOW REMOVAL	12/01/2024	487.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	4599	SK SNOW REMOVAL	12/01/2024	375.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	4637	SUMMER LANDSCAPE	11/15/2024	122.25	.00	
Total 5812:					984.75	.00	
7203	SCHWARTZ, ANDY	112924	LOBBY SERVICES	11/29/2024	4,583.33	.00	
Total 7203:					4,583.33	.00	
7240	SERENITY DEVELOPMENT	120324	release bond 23-0019 265 east br	12/03/2024	3,000.00	.00	
Total 7240:					3,000.00	.00	
4359	SHERWIN-WILLIAMS CO.	0696-2	PAINT	11/25/2024	103.98	.00	
Total 4359:					103.98	.00	
6365	SIGN IT NOW INC	11612	SIGNAGE	07/25/2024	290.12	.00	
Total 6365:					290.12	.00	
4720	SILVERSTAR	54639 1224	MONTHLY SERVICES 54639	12/01/2024	2,737.00	.00	
4720	SILVERSTAR	654791 1224	MONTHLY SERVICES 654791	12/01/2024	869.73	.00	
Total 4720:					3,606.73	.00	
7050	SOSA'S JANITORIAL SERVICE	0000097	TOWN HALL	11/16/2024	6,660.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7050	SOSA'S JANITORIAL SERVICE	0000098	155 E PEARL	11/18/2024	540.00	.00	
Total 7050:					7,200.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334635120	ANIMAL CARE	11/26/2024	31.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334635121	ANIMAL CARE	11/26/2024	89.24	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334635123	ANIMAL CARE	11/26/2024	31.92	.00	
Total 1505:					153.08	.00	
6838	SPSC POA - South Park Services	113024	MONTHLY CHARGES	11/30/2024	303.82	.00	
Total 6838:					303.82	.00	
6871	STANDARD INSURANCE COMP	110124	VOLUNTARY POLICES	11/01/2024	2,318.53	2,318.53	11/26/2024
6871	STANDARD INSURANCE COMP	110124	LTD, STD, LIFE NOVEMBER	11/01/2024	7,427.55	7,427.55	11/26/2024
6871	STANDARD INSURANCE COMP	110124	VOLUNTARY LIFE	11/01/2024	1,109.24	1,109.24	11/26/2024
Total 6871:					10,855.32	10,855.32	
251	STANDARD PLUMBING SUPPLY	XQGY24	DRAIN	11/07/2024	94.27	.00	
251	STANDARD PLUMBING SUPPLY	XQJR94	SUPPLIES	11/08/2024	80.40	.00	
Total 251:					174.67	.00	
7227	STEPHENS, TALON	112524	MONTHLY IT HARDWARE	11/25/2024	77.83	.00	
Total 7227:					77.83	.00	
7088	STONE, KIRK	120424	JANUARY RENT	12/04/2024	3,087.00	.00	
Total 7088:					3,087.00	.00	
7532	TALISMAN CIVIL CONSULTANTS	4453	23-134-02 SEWER	11/12/2024	1,735.00	.00	
7532	TALISMAN CIVIL CONSULTANTS	4453	23-134-02 SEWER	11/12/2024	720.00	.00	
Total 7532:					2,455.00	.00	
1443	TETON COUNTY CLERK	112724FE	NOVEMBER FIRE/EMS	11/27/2024	266,292.84	.00	
1443	TETON COUNTY CLERK	112724H	NOVEMBER HOUSING	11/27/2024	49,074.83	.00	
1443	TETON COUNTY CLERK	112724PR	NOVEMBER PARK AND REC	11/27/2024	243,267.50	.00	
Total 1443:					558,635.17	.00	
581	TETON COUNTY INTEGRATED	112724	3RD QUARTER BAG FEE	11/27/2024	41,803.66	.00	
Total 581:					41,803.66	.00	
6813	TETON COUNTY PLANNING & B	111	CIVIC PLUS PAYMENT	11/22/2024	1,246.29	.00	
Total 6813:					1,246.29	.00	
1614	TETON COUNTY-FUND 10	112524D	NOVEMBER DISPATCH	11/25/2024	55,156.80	.00	
1614	TETON COUNTY-FUND 10	112524EM	NOVEMBER EMERGENCY MAN	11/25/2024	13,112.91	.00	
1614	TETON COUNTY-FUND 10	112524P	NOVEMBER PATHWAYS	11/25/2024	8,015.70	.00	
1614	TETON COUNTY-FUND 10	112524PLAN	NOVEMBER HOSTETTER	11/25/2024	6,236.76	.00	
1614	TETON COUNTY-FUND 10	112524PLAN	NOVEMBER FREI	11/25/2024	7,907.31	.00	
1614	TETON COUNTY-FUND 10	120424RENT	ADAMS CANYON RENT JANUA	12/04/2024	4,024.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1614:					94,453.48	.00	
166	TETON COUNTY-FUND 19	112524C	NOVEMBER 2024 CAPITAL	11/25/2024	42,406.37	.00	
Total 166:					42,406.37	.00	
268	TETON MOTORS INC	5111805	SENSOR	11/26/2024	62.38	.00	
268	TETON MOTORS INC	5111806	ELEMENT	11/26/2024	109.06	.00	
268	TETON MOTORS INC	5111807	ABSORBER	11/26/2024	454.20	.00	
Total 268:					625.64	.00	
3162	TETON TRASH REMOVAL, INC.	24 DEC 425	145 HANSEN TRASH	12/01/2024	114.00	.00	
3162	TETON TRASH REMOVAL, INC.	24 NOV 433	145 HANSEN TRASH	11/01/2024	114.00	.00	
Total 3162:					228.00	.00	
3030	TETON VIEW LANDSCAPE CON	4530	IRRIGATION REPAIR	11/01/2024	1,083.36	.00	
3030	TETON VIEW LANDSCAPE CON	4530	IRRIGATION REPAIR	11/01/2024	1,083.36	.00	
Total 3030:					2,166.72	.00	
3237	THE AFTERMARKET PARTS CO	83568217	PEDAL	11/19/2024	437.35	.00	
3237	THE AFTERMARKET PARTS CO	83572419	BRACKET	11/24/2024	715.62	.00	
3237	THE AFTERMARKET PARTS CO	83572420	SASH ASM	11/22/2024	1,200.27	.00	
Total 3237:					2,353.24	.00	
3955	THOMSON WEST	850827915	INFORMATION CHARGES	10/01/2024	465.07	.00	
3955	THOMSON WEST	850827915	INFORMATION CHARGES	10/01/2024	465.07	.00	
3955	THOMSON WEST	850979924	INFORMATION CHARGES	11/01/2024	604.60	.00	
3955	THOMSON WEST	850979924	INFORMATION CHARGES	11/01/2024	604.60	.00	
Total 3955:					2,139.34	.00	
6591	T-MOBILE	967529416 122	MONTHLY SERVICE	12/01/2024	62.30	.00	
Total 6591:					62.30	.00	
6363	TMSC LLC	2024-005-14G	COUNCIL CHAMBERS	12/02/2024	690.00	.00	
6363	TMSC LLC	2024-005-14G	675 E HANSON	12/02/2024	115.00	.00	
6363	TMSC LLC	2024-005-14G	INSTALL	12/02/2024	311.00	.00	
6363	TMSC LLC	2024-005-14S	SERVER ROOM	12/02/2024	3,810.85	.00	
6363	TMSC LLC	2024-005-14S	BATHROOM HEATERS	12/02/2024	240.00	.00	
Total 6363:					5,166.85	.00	
7113	TOWN OF JACKSON	120924	SHOP WITH A COP	12/09/2024	10,268.50	.00	
Total 7113:					10,268.50	.00	
5038	TREFONAS LAW, P.C.	120324	LEGAL SERVICES	12/03/2024	1,426.32	.00	
Total 5038:					1,426.32	.00	
7284	UCM DIGITAL HEALTH, INC	44086	NOVEMBER PREMIUM	11/01/2024	962.00	962.00	11/26/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7284:					962.00	962.00	
7361	US HOMES LLC	120424	RENT INCREASE	12/04/2024	124.00	.00	
7361	US HOMES LLC	120424	JANUARY RENT	12/04/2024	1,638.00	.00	
Total 7361:					1,762.00	.00	
7561	USDN	3753	MEMBERSHIP	11/19/2024	990.00	.00	
Total 7561:					990.00	.00	
7563	UTILIS, INC.	5000837	ADVISE PACKAGES	11/29/2024	71,000.00	.00	
Total 7563:					71,000.00	.00	
5022	VISION SERVICE PLAN - (WY)	821466440	NOVEMBER PREMIUM	11/01/2024	1,776.98	1,776.98	11/26/2024
Total 5022:					1,776.98	1,776.98	
7567	WEBER WATER & WELL	112024	PAYMENT 1 WELL 10 PROJECT	11/20/2024	77,885.37	.00	
7567	WEBER WATER & WELL	112024	RETAINAGE	11/20/2024	4,099.23	.00	
7567	WEBER WATER & WELL	112024	RETAINAGE	11/20/2024	4,099.23-	.00	
Total 7567:					77,885.37	.00	
6788	WESTERN CHARTERS AND TO	14125	EXPRESS SERVICE	11/30/2024	2,600.00	.00	
Total 6788:					2,600.00	.00	
1640	WESTERN STATE	IN002997655	PARTS ONLY KIT	11/15/2024	840.54	.00	
1640	WESTERN STATE	IN003004420	PARTS ONLY KIT	11/21/2024	934.70	.00	
1640	WESTERN STATE	IN003007047	CUTTING EDGES AND BOLTS	11/24/2024	4,179.70	.00	
Total 1640:					5,954.94	.00	
472	WHITE GLOVE CLEANING, INC.	9949	SHELTER CLEANING	11/30/2024	2,902.00	.00	
472	WHITE GLOVE CLEANING, INC.	9949	SHELTER TRASH PICKUP	11/30/2024	256.13	.00	
Total 472:					3,158.13	.00	
6117	WILSON, JOHN	120424	JANUARY RENT	12/04/2024	2,200.00	.00	
Total 6117:					2,200.00	.00	
5489	WRENCH IT PLUMBING & HEATI	11999	HOME RANCH RESTROOM	07/31/2024	577.50	.00	
Total 5489:					577.50	.00	
4139	WY WORKERS' SAFETY & COM	120424	PREMIUM	01/24/2024	35,845.02	35,845.02	12/04/2024
Total 4139:					35,845.02	35,845.02	
4900	WYOMING ASSOCIATION OF R	19615	CONFERENCE REGISTRATION	11/20/2024	239.00	.00	
Total 4900:					239.00	.00	
7071	WYOMING DEPARTMENT OF E	2079 1224	TANK FEES 2025 KARNS MEAD	11/25/2024	400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7071	WYOMING DEPARTMENT OF E	2079 1224	TANK FEES 2025 SNOW KING	11/25/2024	400.00	.00	
Total 7071:					800.00	.00	
406	WYOMING LAW ENFORCEMEN	120224	OET FE NOVEMBER	12/02/2024	120.00	.00	
Total 406:					120.00	.00	
7065	WYOMING LAW ENFORCEMEN	C-12438	SEAN SOTHERN TRAINING	11/18/2024	685.00	.00	
Total 7065:					685.00	.00	
329	WYOMING RETIREMENT SYST	3117475162	NOVEMBER CONTRIBUTIONS	12/04/2024	281,327.31	281,327.31	12/04/2024
Total 329:					281,327.31	281,327.31	
7566	WYOMING STARGAZING	120324	1ST AND 2ND QUARTER	12/03/2024	1,500.00	.00	
Total 7566:					1,500.00	.00	
1764	WYOMING.COM INC	2247435	DOMAIN HOSTING	12/05/2024	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207010	3585 CANADIAN TRASH	11/30/2024	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207263	455 VINE	11/30/2024	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207433	TRASH REMOVAL @ WWTP	11/30/2024	520.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207462	400 SNOW KING	11/30/2024	685.00	.00	
2842	YELLOW IRON EXCAVATION, LL	241203207490	TRASH REMOVAL @ SHELTER	11/30/2024	192.00	.00	
Total 2842:					1,517.00	.00	
Grand Totals:					2,154,695.35	351,206.34	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Report Criteria:

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

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

During the month of November, the Court received \$44,797 in fines, costs, and fees.
55 cases were dismissed: 37 parking violations.
817 charges were filed: 738 parking violations, 79 summonses.

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

CASES CLOSED IN NOVEMBER

(Non-Parking listed only):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186006855AC	Careless Driving	BF	240
186006720AC	Child restraint required - 1st offense	BF	140
186006715AC	Compliance with security requirements	BF	250
186006928AC	Compulsory Auto Insurance	BF	280
186006907AC	Compulsory Auto Insurance	BF	560
186006719AC	Consume & possess open container alcohol by oper of vehicle	BF	150
186006888AC	Expired temporary permit/improper registration	BF	140
186006890AC	Expired temporary permit/improper registration	BF	150
186005935AC	Failure to display valid license plate, tabs, permits	BF	90
186006751AC	Failure to yield ROW	BF	90
186006756AC	Failure to yield ROW	BF	90
186006725AC	Improper Display of Tabs-registration	BF	90
186006843AC	Improper Display of Tabs-registration	BF	90
186006892AC	Improper Display of Tabs-registration	BF	90
186006904AC	Improper Display of Tabs-registration	BF	90
186006607AC	Opening & closing Veh doors when reasonable safe	BF	90
186006331AC	Public intoxication	BF	135
186006547AC	Public intoxication	BF	175
186007006AC	Speeding 29/20	BF	103
186007007AC	Speeding 34/25	BF	103
186006999AC	Speeding 36/25	BF	115
186007002AC	Speeding 36/25	BF	115
186006875AC	Speeding 37/25	BF	120
186007003AC	Speeding 37/25	BF	120
186006973AC	Speeding 38/30	BF	101
186006752AC	Speeding 40/30	BF	105
186007026AC	Speeding 40/30	BF	105
186006878AC	Speeding 41/30	BF	115
186006975AC	Speeding 42/30	BF	120
186006500AC	Speeding 42/30	BF	120
186006626AC	Speeding 44/30	BF	130
186006876AC	Speeding 46/30	BF	140
186006736AC	Speeding in a school zone 33/20	BF	295
186006933AC	Speeding urban - 44/30 mph zone	BF	188
186006960AC	Speeding urban - 45/30 mph zone	BF	195
186006664AC	Speeding urban - 46/30 mph zone	BF	202
186006639AC	Speeding urban - 49/30 mph zone	BF	223
186006638AC	Speeding urban - 51/30 mph zone	BF	267
186005719AC	Speeding urban - 55/30 mph zone	BF	295
186005653AC	Stop Sign Violation	BF	150
186006274AC	Stop Sign Violation	BF	140
186006794AC	Stop Sign Violation	BF	140
98884N	Stop Sign Violation	BF	150
186006889AC	Unsafe Turning Movement	BF	90
186007029AC	Unsafe Turning Movement	BF	90
186006023AC	Use of cell phone while driving prohibited	BF	75
186006597AC	Failure to display valid license plate, tabs, permits	D- Per Town's Motion	0
186006426AC	Failure to Maintain Lane	D- Per Town's Motion	0
186006328AC	Failure to Maintain Lane	D- Per Town's Motion	0
186006915AC	Improper Display of Tabs-registration	D- Per Town's Motion	0
18281P	PATHWAY-Speeding faster than reasonable and prudent	D- Per Town's Motion	0
186006278AC	Possession/consumption of alcohol- minors (18-20)	D- Per Town's Motion	0
186006344AC	Public intoxication	D- Per Town's Motion	0
186006330AC	Public intoxication	D- Per Town's Motion	0
186006247AC	Public intoxication	D- Per Town's Motion	0
186006425AC	Required position & method of turning at intersections	D- Per Town's Motion	0
186006290AC	Unsafe Turning Movement	D- Per Town's Motion	0
186006290AC	Unsafe Turning Movement	D- Per Town's Motion	0
186006977AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186006978AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186006788AC	Obedience to traffic control devices	D- TS	0
186006866AC	Speeding urban - 45/30 mph zone	D- TS	0
186003945AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- in accordance with WS 7-13-301 Deferred Adjudication	760
186005128AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- in accordance with WS 7-13-301 Deferred Adjudication	760
03027L	Drive/control veh under infl alcohol concentration 0.08% or more	GP	810

07093M	Drive/control veh under infl alcohol concentration 0.08% or more	GP	810
98556N	Drive/control veh under infl alcohol concentration 0.08% or more	GP	810
07099M	Drive/control veh under infl alcohol concentration 0.08% or more	NCP	810

STAFF REPORT



Meeting Date:	16 December 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E4-0221 Kilmain / 89 LLC County Sewer Connection Request	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider requests for new Town sewer collection services for a future mixed-use development consisting of light industrial and accessory residential units at 4355 and 4365 South Highway 89.

Requested Action.

Staff requests Town Council consideration of the applicant's request for Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of the applicant's request for Town sewer collection and treatment services subject to 1) the proposed conditions of approval and 2) that those conditions, along with other necessary contract issues/details as required by the Town Attorney, are set forth in a Wastewater Treatment Facilities Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Background.

SERVICE REQUESTS

The development is located outside of the Town's corporate limits AND not within an existing contracted sewer service area.

The proposed two parcel service area is located south of Jackson at 4355 and 4365 South Highway 89, see Figure 1. The properties are currently owned by two private entities, Robert Kilmain and 89 LLC. The site is currently developed as low-density single-family housing and is currently served by on-site wastewater treatment systems.

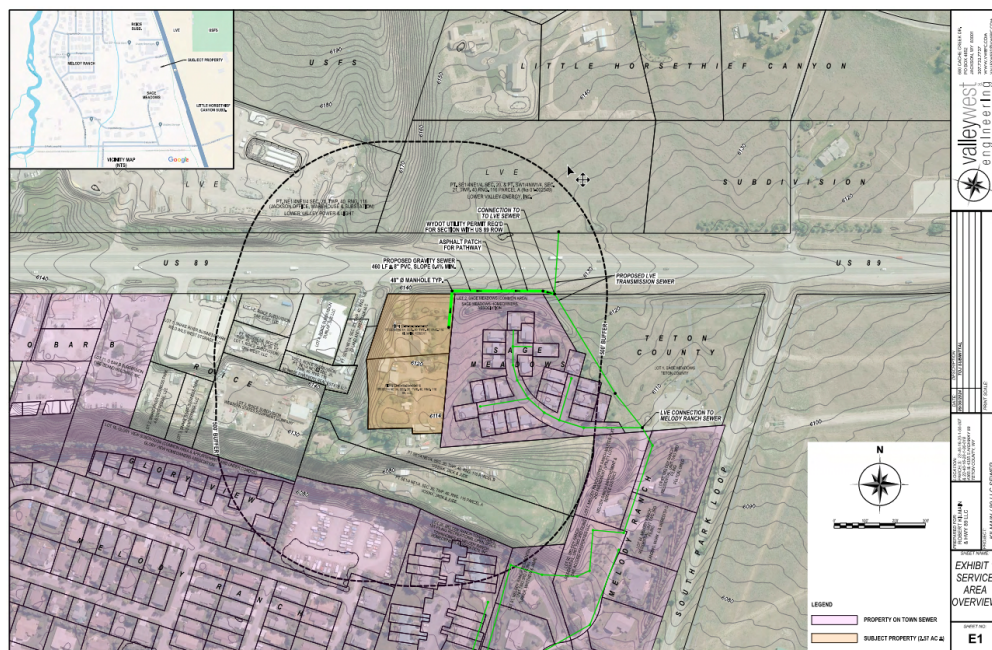


FIGURE 1. Vicinity Map Showing the proposed service area in orange. Purple indicates areas already served by the Town. The proposed connection to the Lower Valley Conveyance system is shown in bright green. See application materials for a larger version of the map.

As proposed, the development concept is a mixed-use development consisting of light industrial and accessory residential units. While no development application has been submitted to the County for approval, the application contemplates about 32 bedrooms and 30,000 square feet of light industrial uses.



FIGURE 2: Conceptual site plan for the proposed development. No application has yet been submitted to the County.

As presented in the application, see Figure 1, the applicant proposes to connect to the town through the Lower Valley conveyance system (currently under construction) and the Melody Ranch ISD collection system.

Development can be complicated and the ordering of operations is not always straightforward. With Town approval for services, the applicant can move forward on wastewater agreements with Lower Valley, Melody Ranch, and WYDOT; as well as their county applications.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, are outside the Town corporate limits, and are outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement (CUA). The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant may advance to Step 2.

Step 2: Connection and Use Agreements (clarified)

The applicant must APPLY for a connection and use agreement within the time specified in the conditions of approval. Staff works with the Applicant (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, the CUA will be executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis.

The reasons for requesting Town service are to serve higher density redevelopment and eliminate private on-site wastewater disposal systems. Per the Teton County LDRs (7.7.3.A) where legal access can be obtained development within 500 feet of a community system is required to connect to that system.

At this development, all of the improvements will be owned and operated by the applicants, though the Town Attorney may require a single legal entity be formed to execute the agreement.

Pumped wastewater shall be metered, gravity connections shall provide for a metering manhole and also install a Town approved water meter on the water supply to the development.

Per the current agreement between the Town and Melody Ranch, metering and billing for Melody's Outside Users is the Town's responsibility. The current agreement between the Town and LVE does not provide for Outside Users and that agreement may need to be revised as determined by the Town Attorney.

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under "Considerations" in this section) for all sewer connection requests outside Town boundaries. As such, staff has considered the following factors in recommending approval:

CONSIDERATIONS

1. Existing Versus New Development

As proposed, the service request is for future development. However, there is existing development in the service area currently utilizing on-site systems that could be connected at this time.

2. Expanded Service Area and Capacity Timeline

This proposed connection was not included in the 2020-2021 Capacity Study and will have impacts on the Town's water and wastewater systems that were not considered in the study. The Town has capacity to accept the additional wastewater from this development as presented in the application. As is the case with small connection requests, the addition of this development will not significantly reduce the amount of time remaining before wastewater treatment plant upgrades would be required, it will still reduce that amount of time.

3. Zoning and Development are Consistent with the Comprehensive Plan

The service area has been rezoned for the proposed uses. No application has yet been made to the County for the future development.

4. Deed Restricted and/or Workforce Housing

As presented, there are no existing or proposed deed restricted or workforce housing units within the service area. The applicant has stated the purpose of the development is to provide housing for the local workforce and both owners are business owners that need employee housing.

5. Potential For Reduced Environmental Impact

The proposed connection will eliminate a potential source of environment and water quality degradation by eliminating existing aged on-site disposal systems.

6. Geographical Location

The properties are located within 500 feet of private wastewater infrastructure that is connected to the Town's system.

7. Magnitude of Requests

The magnitude of the request is for less than a half of a percent of our system capacity.

8. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the Town or current rate payers. Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on our systems. Applicant is responsible for paying for any and all necessary upgrades required by the connection. Should Council approve this request for water and sewer services, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's systems.

CONDITONS OF APPROVAL

If the request for service is approved by Council at this initial step, staff recommends the following conditions of approval:

1. The applicant must pay the remaining application and review fees: \$900 for application and \$1441 for review.
2. The approval is for an average daily volume of 4,000 and a maximum daily volume of 6,000 gallons per day.
3. **The applicant must APPLY for a connection and use agreement not more than one year from the date of the motion to approve the requests for service.**
4. The Town Attorney determines that all applicable agreements are executed and enforced with Melody Ranch and Lower Valley Energy prior to completing the agreement with the applicant. Applicant shall cooperate with the Town and other entities to complete any required amendments or agreements.
5. The existing development on the properties shall be connected to the system as soon as possible or by a date agreed to at the time the connection agreement is approved.
6. Applicants are responsible for providing technical studies and evaluations of the downstream impact on existing sewers, lift stations and treatment facilities and provided as part of their connection and use agreement application.
7. Applicants are responsible for obtaining easements, or equivalent approval, from the state and licensing from WYDOT for the improvements.
8. Prior to the construction of any infrastructure or service permits for the construction of said infrastructure must be issued by the Town.
9. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the connection, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$131.00 per hour, from the initial request through to final permitting, unless waived pursuant to Town policy.
10. A system of master metering must be approved for the development and provided as part of their connection and use agreement application.
11. Collection systems and lift stations shall be designed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities. This includes, but is not limited to, conceptual design for extensions to adjacent properties as conceptualized by the Applicant, the neighborhood master plan, or other development applications.
12. The Applicant must reasonably allow and incorporate connection opportunities for adjacent properties approved for services by the Council.
13. Prior to the issuance of permits for construction, the applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for 125% of the Town Engineer-approved cost for the

inspection, testing observation, and certification of the new or altered wastewater infrastructure by a qualified engineering consultant licensed in the state of Wyoming.

Key Policy Questions.

- Does council agree with staff's recommendation to approve the request?
- Does council agree with staff's condition that Step 2 of the process be initiated by the applicant via application?

If the council does not agree with staff and would like to discuss the item then it must be pulled from the Consent.

Possible Alternatives.

The following are alternatives to staff's recommendation.

1. Modify the conditions of approval and approve the requests to connect.
2. Vote against the requests to connect.
3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship.

- Policy 1.2.c: Monitor and maintain water quality – calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.

Fiscal Impact.

The Town charges a \$1000 application fee for a sewer service request located in the County, and a \$131 per hour rate for staff time, as described in Condition of Approval 5.

One-time capacity fees will be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application for the permit to construct the connection. Fees associated with construction permits will also be charged at the time of connection (step 3 in the Town process for sewer service requests). The ongoing fiscal impacts thereafter are the wastewater base and usage rates paid to the Town. The amounts are set forth in Title 13 of the Jackson Municipal Code.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 11 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Water and Sewer Services will each have the following impacts.

- CUA Drafting: approximately 4-8 hours for Administration and Public Works, and 6-8 hours for Legal, for a total of 14-24 hours.
- CUA Finalization and Staff Reports: 2-4 Hours for each Administration, Legal, and Public Works for a total of 6 to 12 hours.

Step 3: Connection Permits for a system can take 8-24 hours.

While staff strives to streamline the process, these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUA.

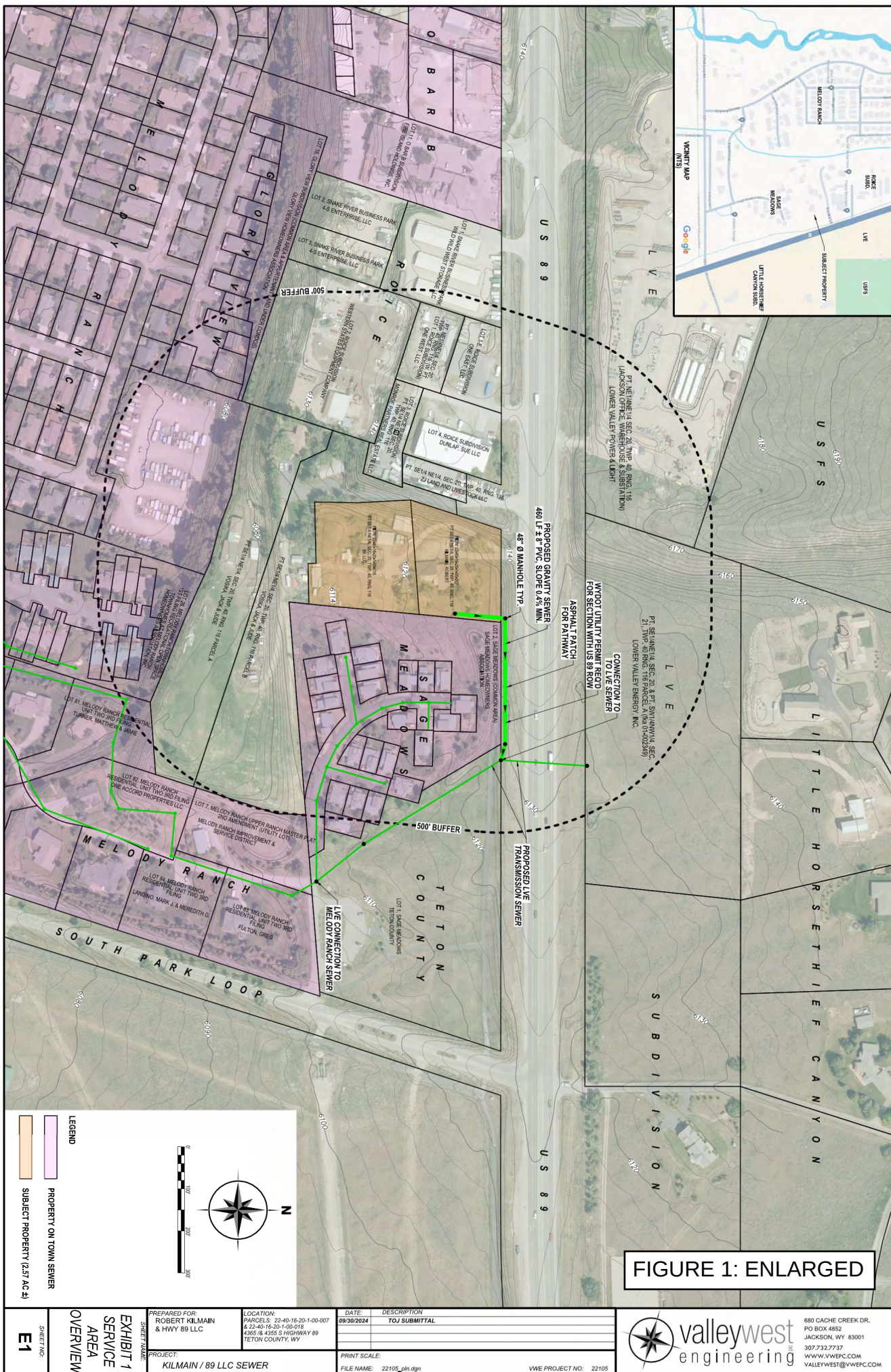
The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

Attachments or Links.

- Application Materials.

Suggested Motion.

I move to approve the applicant's request for wastewater collection and treatment services subject to the conditions of approval set forth in this staff report.



**ENGINEER'S REPORT
FOR TOWN OF JACKSON SEWER SERVICES
4355 & 4365 S HIGHWAY 89**

Prepared For: Robert Kilmain & 89 LLC

Prepared By: Valley West Engineering
James Ramage, PE - WY9412

Date: September 2024

NARRATIVE

Robert Kilmain and 89 LLC are jointly requesting connection of their parcels located along south Highway 89. The properties that make up the proposed 2.57-acre service area are addressed 4355 & 4365 South Highway 89, and are now zoned BP. Given the location and size of the parcels, connection to the Town of Jackson sewer system is the best option for future development. Also, the Teton County Land Development Regulations require connection to a public sewer if it is within 500 feet of the development and access is attainable. This criterion will be met once LVE installs their proposed sewer transmission line. Additionally, high nitrate levels have been found in some wells near the site, so getting these properties connected will benefit the community as whole.

The Applicants tried to get permission to connect to the existing sewer main in the Sage Meadows Subdivision immediately to the south, which flows to Melody Ranch, as this would be the most straightforward routing and would not require a lift station. Unfortunately, discussions thus far have led the Applicants to believe that the HOA will not allow the connection. Fortunately, however, Lower Valley Energy is planning to install a sewer, and they have indicated that they would allow them to connect.

Phase I of the sewer project would connect to the LVE sewer main at the manhole on the downstream end of their highway bore (see Exhibit 1). An 8" PVC gravity line would be installed within WYDOT's US 89 right of way north to the project frontage (approximately 340 feet), and then a short extension would be installed west onto the 4365 S Hwy 89 parcel, where it would be terminated with a manhole. No buildings would be connected at this time. The future development plan would need to include the design and installation of Phase II of the sewer, which would include a gravity collection system for the site, as well as a lift station to pump wastewater from the low end of the site up to the terminal manhole installed in Phase I.

LETTERS OF CONSENT

A preliminary letter of consent from the Melody Ranch Improvement and Service District is attached at the end of this report. They are requesting our agreement with the Town of Jackson be provided before finalizing the agreement with them.

A consent letter from LVE for connection to their system is also attached.

LEGAL ENTITY

The project is a private development and will be constructed, owned, and operated by 89 LLC and Robert Kilmain. Once a development is completed and a sewer collection system has been installed, ownership may be transferred to an HOA or possibly an ISD.

SCHEDULE

The schedule is dependent on when Lower Valley Energy installs the transmission main. Their construction is intended to commence in 2024, pending permit approvals. The applicant would like to proceed as soon as practical after their system goes in so that the connection can be planned for and coordinated by both parties.

OWNERSHIP AND OPERATION

The project is a private development and will be constructed, owned, and operated by Robert Kilmain and 89 LLC. Once a development is completed and the sewer collection system has been installed, the HOA or possibly an ISD will own and operate the system. The Owner will engage a certified contract Operator if required by the WDEQ.

EASEMENTS

If necessary, a blanket easement or right to enter the property will be granted to the Town of Jackson and the Melody Ranch ISD.

METERING & SHUTOFFS

The future development on the parcels will have requirements that individual water meters be installed in each unit (or building with a sewer connection). Individual meters will meet TOJ typical specifications. Exterior curb stops / valves will be installed on the water services for each building or unit with an individual meter, so that delinquent accounts can be turned off if necessary. For safety reasons, the domestic shut off valves will be independent of any fire protections systems.

WASTEWATER FLOWS

There is not currently a development plan proposed for the two parcels, but BP Zoning allows for healthy amount of FAR. A mix of light industrial uses, and associated ARU's would be anticipated. We have estimated wastewater flows by looking at what seems to be reasonable maximum use given the site constraints. Wastewater generation rates from Table 2, Chapter 25 of the Wyoming DEQ regulations were utilized.

The table below summarizes the projected wastewater flows for the two parcels:

	Residential		Light Industrial	
Quantity	32	ARU Bedrooms	30250	sf
Unit Rate	150	gpd / bedroom	25	gpd / 1000 sf
Max Daily Flow	4800	gpd	775	gpd

Maximum Daily Flow	5575	gpd
	3.9	gpm
Peak Factor	3	
Peak Flow	12	gpm

Wastewater from future development is anticipated to be of typical residential strength. There will likely be a commercial component to future development, but nothing is anticipated that would generate other than typical residential strength wastewater.

SEWER SYSTEM CAPACITY

As the table on the above shows the projected maximum daily flow for the service area is 5575 gpd, with a peak hour flow of 12 gpm. For the LVE project, Jorgensen Engineering estimated a maximum daily flow of 18,835 gpd. The sum total for all properties that might someday utilize the LVE transmission line (including the two subject parcels) would therefore be 24,410 gpd, with a peak hour flow of 51 gpm.

By our count there are currently 64 residential lots connected to the Melody Ranch sewer main before it reaches the Town of Jackson's 30-inch interceptor. Assuming the existing Townhomes have 2 bedrooms on average and the existing single-family residences have 4 bedrooms on average, the estimated maximum daily flow would be 23,400 gpd, and the peak hour flow would be 49 gpm. Together with all the projected use in the LVE transmission main, the estimated maximum daily flow would be 47,810 gpd total, with a peak hour flow of 100 gpm at build-out. This assumes that all lots in the area eventually connect.

The DEQ requires sewer mains to be sized for at least 200% of maximum daily flow. We have conservatively evaluated pipe capacity using a peaking factor of 3, or 300%. These rates should adequately account for infiltration and inflow, as newer materials and modern construction techniques should have been utilized for the Melody Ranch sewers. The existing sewer mains to be utilized are located primarily on gently sloping terrain above the valley bottom. Gravity sewers typically follow the overlying terrain, so we would anticipate that these lines would have been laid at slopes of 1% or greater. The capacity of an 8-inch PVC sewer main three-quarters full laid at slope of 1% is 640 gpm. If certain segments were laid at the DEQ minimum slope of 0.4%, the capacity drops to 400 gpm.

As these calculations show, the maximum flow projections for our application make up only about 2-3% of the available capacity. The peak flow in the line (together with all possible surrounding use and the existing Melody use) is estimated at be 100 gpm, which represents 16-25% of the available capacity; the range again depending on the minimum pipe slope. The reason for the large disparity between the actual flows and pipe capacity is that for maintenance reasons an eight-inch diameter pipe is the smallest that is allowed. This results in a large reserve capacity in sewer mains such as these that have a limited number of connections.

OTHER SEWER CONNECTIONS

No other sewer connections are contemplated at this time. We would anticipate that properties to the west and north might ask to connect to the proposed sewer extension in the future, but no conversations have been had to date.

WATER SYSTEM

Domestic water will be supplied by one or more wells on site. Depending on the scope of the development plan, the system may or may not meet the criteria for a public water system.

FIRE PROTECTION

Future development on the parcel will be designed in accordance with the IBC and the Teton County Fire protection resolution. Ideally, a water main for fire protection could be extended from Melody Ranch's system via Sage Meadows, but this may not be possible. Should that not occur, fire sprinkling of all buildings and underground cistern tank type storage are anticipated.

PERMITS

The following permits are anticipated for the Phase I sewer connection.

- Teton County Grading and Erosion Control (GEC) Permit
- Town of Jackson Sewer Connection Permit (SWP)
- WYDOT Right Of Way Permit / Utility Permit
- WDEQ Permit To Construct

SOIL CONDITIONS

The NRCS soil survey map the site soils as Greyback Gravelly Loam, with the following typical profile:

A - 0 to 5 inches: gravelly loam

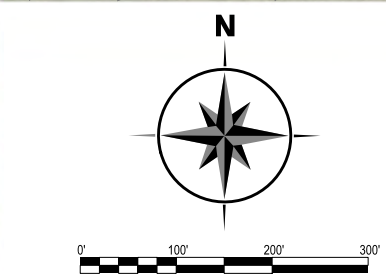
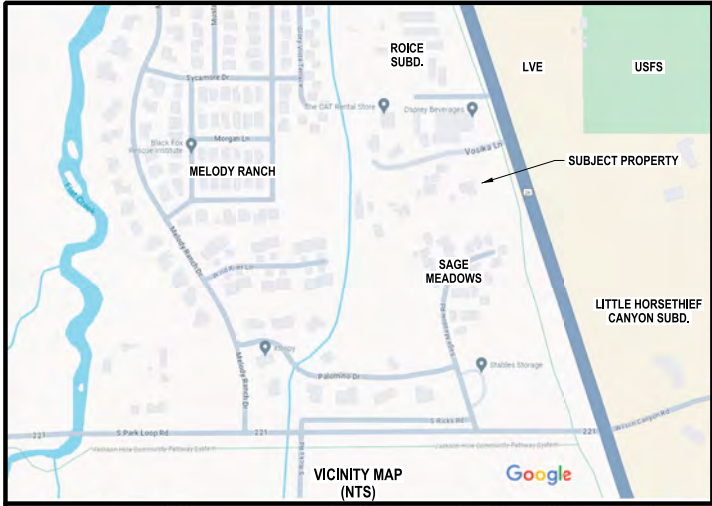
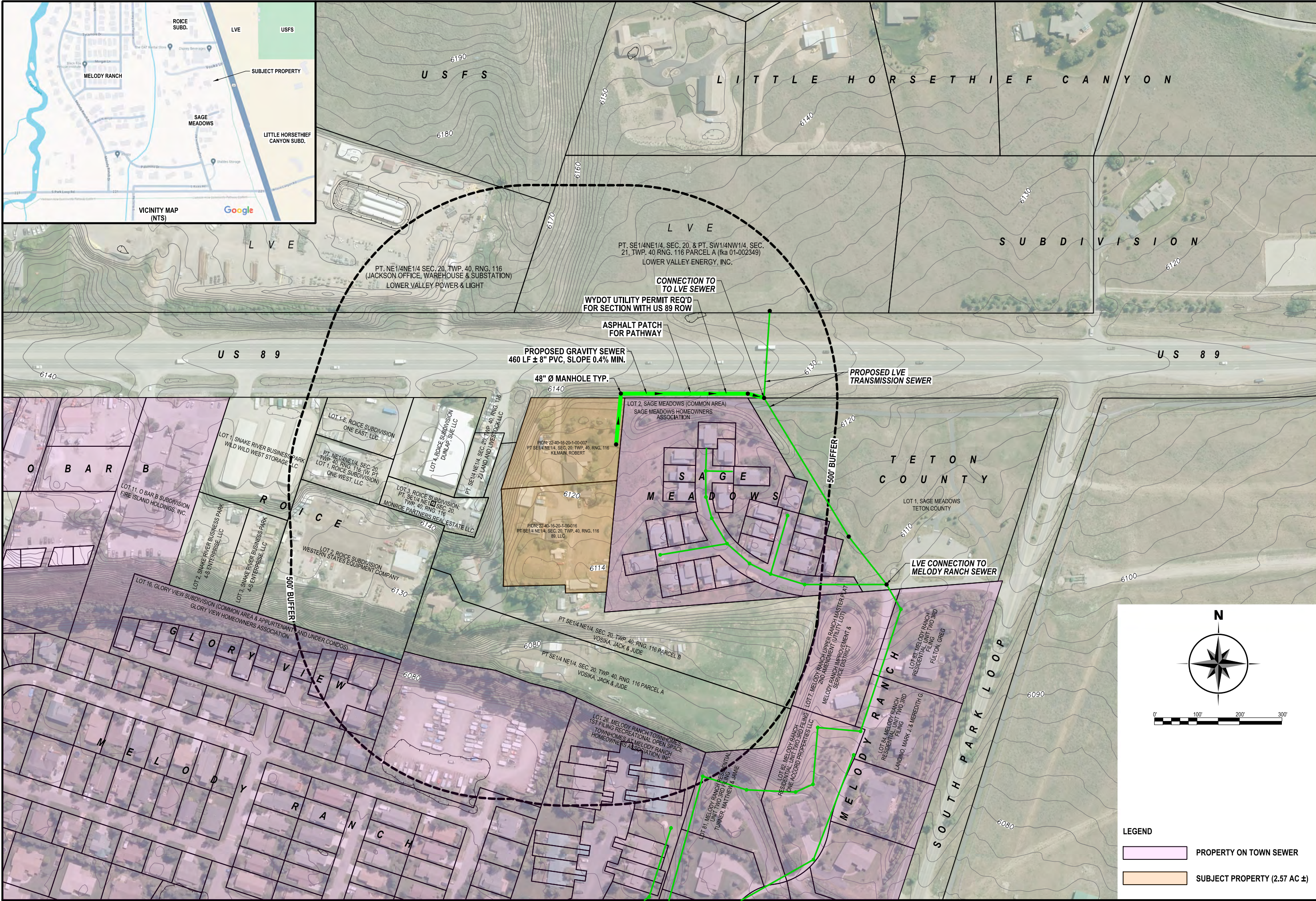
Bw - 5 to 13 inches: gravelly loam

Ck - 13 to 30 inches: very gravelly sandy loam

C2 - 30 to 60 inches: very gravelly loamy sand

REFERENCES:

Engineer's Report, Supplemental Information to the Application for Connection to Town of Jackson Sewer Services, Suburban Zone for Lower Valley Energy's Workforce Housing Project, Jorgensen Associates, Inc., October 2022.



- LEGEND
- PROPERTY ON TOWN SEWER
 - SUBJECT PROPERTY (2.57 AC ±)

680 CACHE CREEK DR.
PO BOX 4852
JACKSON, WY 83001
307.732.7737
WWW.VVEPC.COM
VALLEYWEST@VVEPC.COM

valleywest

engineering

DATE:	DESCRIPTION:
08/30/2024	TOJ SUBMITTAL
LOCATION:	22-40-16-20-1-00-007 & 22-40-16-20-1-00-018 4355 & 4355 S HIGHWAY 89 TETON COUNTY, WY
PREPARED FOR:	ROBERT KILMAIN & HWY 89 LLC
PROJECT:	KILMAIN / 89 LLC SEWER
SHEET NAME:	EXHIBIT 1 SERVICE AREA OVERVIEW
SHEET NO:	E1

FILE NAME: 22105_pln.dgn
PRINT SCALE:
VME PROJECT NO: 22105

Projected Sewer Flow for Surrounding Properties					
PIDN	Lot / Parcel	Bedrooms	Employees	Maximum Flow (gpd)	Average Flow (gpd)
LITTLE HORSETHIEF CANYON SUBDIVISION					
22-40-16-21-2-01-004	Lot 5	4		470	290
22-40-16-21-2-01-007	Lot 1	3		390	240
22-40-16-21-2-01-008	Lot 4	4		470	290
22-40-16-21-2-01-009	Lot 6	3		390	240
22-40-16-21-2-01-010	Lot 8	3		390	240
22-40-16-21-3-01-011	Lot 10	5		550	330
22-40-16-21-2-01-018	Lot 18	6		630	380
22-40-16-21-2-01-019	Lot 19	6		630	380
22-40-16-21-2-01-020	Lot 32	4		470	290
22-40-16-21-2-01-021	Lot 31	6		630	380
UNITED STATES FOREST SERVICE					
22-38-15-01-1-00-001	USFS	28		3,920	2,360
LOWER VALLEY ENERGY					
22-40-16-20-1-00-005	LVE		30	450	270
	Proposed LVE Housing	63		8310	3980
VOSIKA PROPERTY					
22-40-16-20-1-00-015	Vosika	2		280	170
22-40-16-20-1-00-016	Vosika	3		390	240
ROICE SUBDIVISION					
22-40-16-20-1-02-001	LOT 1-E		5	75	45
22-40-16-20-1-02-002	W. PT. LOT 1		5	75	45
22-40-16-20-1-02-003	LOT 2		5	75	45
22-40-16-20-1-02-004	LOT 3		5	75	45
22-40-16-20-1-02-005	LOT 4		5	75	45
SOUTH LOT, LLC					
22-40-16-20-1-00-006	ABLE AUTO		5	75	45
SNAKE RIVER BUSINESS PARK					
22-40-16-20-1-11-001	LOT 1		1	15	9
TOTAL PROJECTED FLOW (GPD)				18835	10359
PEAK HOUR FLOW (GPM)				39	

NOTES:

Max Day Unit Flowrates from Wyoming DEQ Chapter 25, Table 2

1 employee = 15 gpd

1 bedroom = 150 gpd 4 bedrooms = 470 gpd

2 bedrooms = 290 gpd 5 bedrooms = 550 gpd

3 bedrooms = 390 gpd 6 bedrooms = 630 gpd

Average Day taken as 60% of Maximum Day

Peak Hour flow factor taken as 3 x max day or 4.5 x avg. day

No. Employees / Bedrooms from existing SWF Permits and LVE Employee Housing Sewer Connection Application report by Jorgensen, September, 2022

*The Meadows of Melody Ranch
Improvement and Service District*

*PO Box 4337
Jackson, WY 83001
(307) 733-0205 / (307) 733-9033 Fax*

December 18, 2023

Mr. Robert Kilmain
PO Box 8431
Jackson, WY 83002

89 LLC, a Wyoming limited liability company
PO Box 8431
Jackson, WY 83002

Preliminary Agreement Regarding Sewer Connection

Dear Mr. Kilmain,

This letter is to acknowledge receipt of the executed Preliminary Agreement Regarding Potential Sewer Connection. With this agreement the Melody Ranch Improvement and Service District (District) can proceed with discussions, reviews and analysis of your proposed sewer connection to the District's infrastructure.

When appropriate, please provide the items listed below for review by the District. Note the District's review includes but is not limited to the items listed. It is likely additional requests for information will be generated as reviews and analysis proceed.

- Schematic plans and maps of the proposed development and map of proposed connection to the District's infrastructure.
- Proposed project timeline.
- Engineer's Report to include wastewater flow calculations for the proposed development.
- Wastewater Treatment Facilities Connection and Use Agreement between the Town of Jackson and Robert Kilmain and 89 LLC.

Sincerely,

Kent Van Riper

Kent Van Riper
Board Member
Melody Ranch ISD

cc: Melody Ranch ISD Board Members



236 N. Washington • P.O. Box 188 • Afton, WY 83110 • 307-885-3175 • Fax: 307-885-5787

September 4, 2024

Mr Robert Kilmain
89 LLC
PO Box 8431
Jackson, WY 83002

RE: Preliminary Lower Valley Sewer Connection Agreement

Mr. Kilmain:

This letter is to acknowledge 89 LLC's request for a potential connection to Lower Valley Energy's (LVE) Wilson Canyon Estates Subdivision sewer collection system. As requested, the connection would occur within the 30' easement (Doc. 1066851) in Lot 1 Sage Meadows, owned by Teton County. Lower Valley has secured the Wyoming Department of Environmental Quality Permit to Construct for this line and is awaiting final approvals from the Town of Jackson and Melody Ranch to commence construction this fall.

Lower Valley Energy has recorded Connection and Use Agreements with both the Town of Jackson and Melody Ranch ISD that generally state, LVE shall not allow connection of any additional sewer lines or users absent the advance written approval of Melody Ranch ISD and Town of Jackson. Following written approval from both entities, LVE is amenable to 89 LLC's connection to the sewer collection system following negotiations on installation and maintenance cost share agreements. Additionally, the 30' sewer easement language to LVE on Teton County's property will need to be verified that connection from 89 LLC is allowable.

Sincerely,

A handwritten signature in blue ink that reads 'Jim Webb'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jim Webb
President/CEO Lower Valley Energy

STAFF REPORT



Meeting Date:	December 2, 2024	Meeting Title:	Regular Town Council – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Deed Restriction for Workforce Rental Housing at The Glenwood Unit #19 Located at 185 N. Glenwood	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council ("Council") will consider a Workforce Rental Deed Restriction ("Restriction") for one condo unit located in The Glenwood at 185 N. Glenwood (Unit 19). This Restriction uses the template restriction approved by Town Council in February 2023.

Requested Action.

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

Recommendations.

Staff recommends approval of the Restriction.

Background.

Development of this site used the Workforce Housing Floor Area Bonus tool to produce bonus unrestricted housing units in exchange for Workforce Restrictions on four new housing units. To satisfy a condition of approval for the Development Plan, Building Permit and Final Plat at this site, Deed Restrictions for Workforce Ownership Housing were recorded on all four bonus Workforce Units. Since then, the developer has decided that a Workforce Rental Restriction is preferred for Unit #19. This application is a formal request to replace the previously recorded Workforce Ownership Restriction with a Workforce Rental Restriction for Unit #19. In April 2023, the Town Council approved the same amendment from ownership to rental for Unit 18 of The Glenwood condos.

Analysis.

Per the Jackson/Teton County Housing Department Rules & Regulations, the developer/owner of a development using the Workforce Floor Area Bonus tool has the option of placing either an Ownership (owned and occupied by Qualified Household) or Rental (owned by employer/investor and rented to Qualified Household) Restriction type on the bonus Workforce units. The restriction in effect on Unit 19 requires that the home be sold by the developer to a qualifying household within a year of receiving certificate of occupancy. When the developer was unable to sell the unit within a year, it entered the Housing Department compliance process which resulted in a reduction of the sale price in April 2024 to encourage potential buyers. The developer now has an interested buyer under contract, but with the intended purpose of renting the home to a qualified workforce household. For this to occur, the restriction in effect must be amended to allow for rental use. Had Unit 19 already been sold as a Workforce Ownership home and already been occupied by a Qualified Household, the Rules & Regulations would not support a change from Ownership to Rental Restriction type.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing workforce housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4)

Fiscal Impact.

Based on the 2023 Housing Nexus Study, a new, 2-bedroom, 1,000 SF Workforce rental unit was estimated to cost \$793,000 to construct and \$254,520 to subsidize.

Table 5 Affordability Gap/Subsidy Analysis

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

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

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

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

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

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

Staff Impact.

Housing Staff spent approximately 4 hours on this item.

Attachments or Links.

1. Proposed Restriction for Workforce Rental Housing Located at 185 N. Glenwood Unit 19
2. Existing Restriction for Workforce Ownership Housing Located at 185 N. Glenwood Unit 19

Suggested Motion.

I move to approve the Restriction for Workforce Rental Housing located at 185 N. Glenwood Unit 19.

**Amended and Reinstated Deed Restriction for Property
Located at Unit #19 The Glenwood Condos, 185 N Glenwood Street, Jackson, Wyoming**

This Amended and Reinstated Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

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

Condominium Unit #19 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. 1441 recorded in the land records of Teton County, Wyoming on July 1st, 2022, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: 22-41-16-28-4-33-019 ("Land")

WHEREAS, Declarant participated in the Workforce Housing Floor Area Bonus Tool (or a like successor) pursuant to which in exchange for restricting the Land and the Residential Unit defined herein with a Workforce Program Restriction in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), Declarant received Additional development potential (Floor Area), all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Permit No. P19-248 and B20-0678 in which Declarant received 17,778 square feet additional Floor Area, Declarant is restricting:

- Unit 19, with three bedrooms
(together or individually "Residential Unit").

WHEREAS, this Restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Workforce Ownership Housing Located at Unit #19 The Glenwood Condos, Town of Jackson, Wyoming recorded on July 1, 2022, as Document Number 1041748 in the Teton County Clerk's Office;

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

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

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

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. P19-248 and B20-0678, and consistent with the Town of Jackson’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. P19-248 and B20-0678, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

RENTAL BY QUALIFIED HOUSEHOLD

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

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

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

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

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

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

**ARTICLE II
OCCUPANCY, IMPROVEMENT, AND USE**

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

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

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

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

ARTICLE III SALE

3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

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

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

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

5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.

5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.

5.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for

the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

5.1.1.4 **Fraud or material misrepresentation** by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

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

5.1.3 **Court Enforcement.** After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.

5.1.4 **Breach Remedies.** In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:

5.1.4.1 **Purchase Option.** JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 **Forced Sale.** JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson,

Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

- IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the “Effective Date”).

By:

[illegible]

Witness my hand and official seal.

Notary Public

Town of Jackson

Hailey Morton Levinson
Mayor

ATTEST:

Riley Taylor
Town Clerk

**Special Restrictions
For Workforce Ownership Housing
Located at
Unit #19 The Glenwood Condos, Town of Jackson, Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this 18th day of May, 2022 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Condominium Unit #19 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. 1441 recorded in the land records of Teton County, Wyoming on July 1st, 2022, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: _____

WHEREAS, as a condition of approval for Development Plan #P19-248, Development Option Plan #P21-025, and Final Plat #P21-240 (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 185 N Glenwood Street, Jackson, Wyoming 83001 for 54,557 square feet of lodging and residential development with 13 short-term rental units, 4 unrestricted long-term residential units, and 4 Workforce Restricted residential units. This development generated the obligation to provide four (4) Workforce Ownership Housing units in accordance with the Approval. Owner is restricting:

- *Unit #19, with three bedrooms.
(hereinafter "Residential Unit").*

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

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

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

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

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

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

Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A. A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - Or
 - B. A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.
2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

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

- A. Occupancy.
 1. Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
 2. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

- D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

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

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
 - 1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
 - 2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
 - 3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

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

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give

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

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

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

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

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

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

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

A. Purchase Option.

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

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

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

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

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

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

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

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

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

reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.
- G. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.
- H. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
 - 1. Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
 - 2. Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
 - 3. runs in favor of a "Qualified Mortgagee," defined as:

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

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

- C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
 - 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner

shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

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

- A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
 1. The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
 2. The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
 3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

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

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

- C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Residential Unit or Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

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

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

To Housing Department

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

With a Copy to:
Town of Jackson
PO Box 1687
Jackson, WY 83001

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

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

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

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

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

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

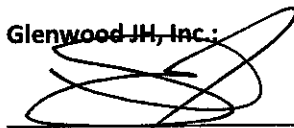
SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys'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

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

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

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

Glenwood JH, Inc.:



Stephen R. Mills, President

STATE OF WISCONSIN)

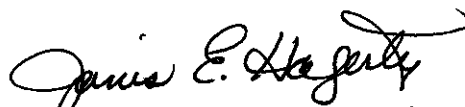
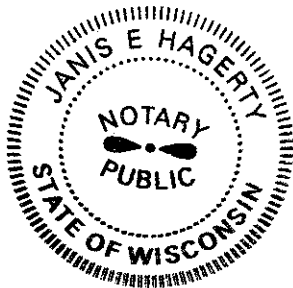
) ss.

COUNTY OF KENOSHA)

On the 18th day of May, 2022 the foregoing instrument was acknowledged before me by Stephen R. Mills, as President, of Glenwood JH, Inc.

Witness my hand and official seal.

(Seal)



Notary Public My commission expires: 02/10/2024

TOWN OF JACKSON:

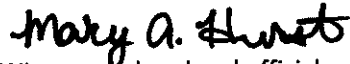

Hailey Morton Levinson, Mayor

STATE OF WYOMING)

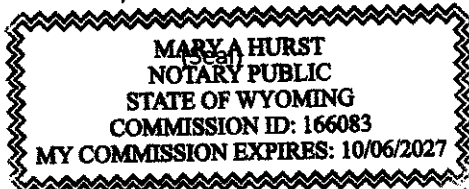
) ss.

COUNTY OF TETON)

On the 7 day of June, 2022 the foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson, Wyoming.



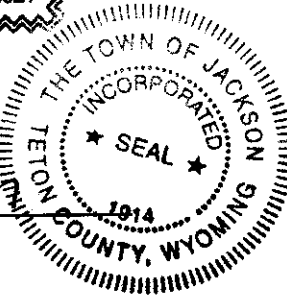
Witness my hand and official seal.



Notary Public My commission expires: 10/06/2027

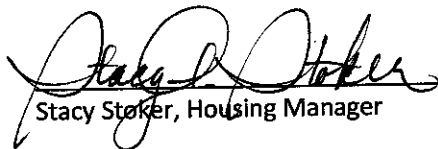
ATTEST


Riley Taylor, Town Clerk



Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

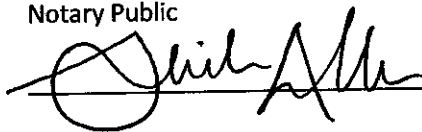

Stacy Stoker, Housing Manager

STATE OF WYOMING)
)
COUNTY OF TETON) ss.

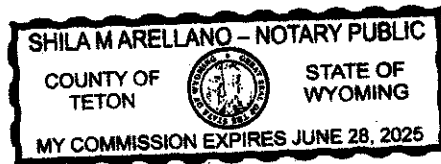
On the 15th day of June, 2022, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy Stoker as Housing Manager.

Witness my hand and official seal.

Notary Public



(Seal)



STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Amendment and Restatement Special Restriction for 1253 W Hwy 22 #203	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council ("Council") will consider an Amended and Restated Special Restriction for 1253 W Highway 22 #203, Westview Condominiums. This Restriction uses the template restriction approved by Council in February 2023.

Requested Action.

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

Recommendations.

Staff recommend approval of the Restriction.

Background.

In June of 2018, to ensure standardized restrictions on restricted units, the Town Council and Board of County Commissioners directed staff to record the approved Special Restriction Template on all sales of restricted units.

Analysis.

The subject unit was originally restricted as a Workforce Rental Unit. The unit is being purchased by an individual who wishes to use it as a Workforce Ownership Unit. The owner will be required to occupy the unit a minimum of 12 months of each year. The Development Plan Approval limits the number of rental units in the development to eight out of the sixteen Workforce units that exist in the development. With this purchase, the development will include six rental units and ten ownership units.

Possible Alternatives.

None as policy has been set, and the unit is under contract as a Workforce Ownership unit.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing workforce housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4).

Fiscal Impact.

N/A

Staff Impact.

Staff time of approximately 3 hours to draft the new restriction, staff report for Town Council approval, obtaining signatures and recording the new document.

Attachments or Links.

Amendment and Restatement Deed Restriction for Property Located at 1253 W Highway 22 Unit 203. Westview Condominium Addition to the Town of Jackson.

Suggested Motion. I move to approve the Amendment and Restatement Deed Restriction for Property Located at 1253 W Highway 22 Unit 203. Westview Condominium Addition to the Town of Jackson.

**Amendment and Restatement Deed Restriction for Property
Located at 1253 W Highway 22 Unit 203: Westview Condominium Addition to the Town of Jackson**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 2024, by the undersigned owner of the property ("Declarant") and Choose an item., Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in Choose an item., Wyoming, and more specifically described as follows:

Unit 203 of the Westview Condominium Addition to the Town of Jackson, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on April 21, 2021 as Plat no. 1424 and as further defined and described in that Declaration of Condominium for the Westview Condominium Addition to the Town of Jackson Wyoming recorded in the Office of the Teton County Clerk on April 21, 2021 as Document Number 1013382, and any amendments and supplements thereto recorded in the Office of the County Clerk of Teton County, Wyoming from time to time.`

PIDN: 22-41-16-33-3-10-003 ("Residential Unit")

WHEREAS, as a condition of its approval for Sketch Plan (P15-096), Hillside Conditional Use Permit (P16-001), Planned Unit Development (P16-017), and Housing Mitigation Plan (P21-028) (collectively, "FDP Approval") Owner was required to dedicate sixteen (16) Workforce units (a minimum of eight (8) units to be owned by households who work in Teton County and will occupy the units as their sole primary residences and a maximum of eight (8) units may be owned by Local Businesses and rented to households who work in Teton County and will occupy the units as their sole primary residences and to place a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations"). Declarant is amending and restating the following with these restrictions:

- Unit 203, with 2 bedrooms. ("Residential Unit").

WHEREAS, this Restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Workforce Ownership Housing Located at Westview, Town of Jackson Wyoming recorded on April 30, 2019, as Document Number 1 in the Teton County Clerk's Office;

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

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

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

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. insert number, and consistent with the Choose an item. Click or tap here to enter text.’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

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

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

ARTICLE I

OWNERSHIP

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

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

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

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

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

1.2 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations and no later than receipt of a certificate of occupancy for the Residential Unit.

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

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

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

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

2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.

2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.

2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.

2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.

2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.

2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

*CHOOSE ONE OF THE BELOW AND DELETE THE OTHER (AND THIS INTRODUCTION) DEPENDING ON
WHETHER RENTAL OR NOT*

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may only be rented for a minimum period of 31 days.

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

2.11 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

3.1 Initial Sale of Residential Unit. At the time of sale from Declarant to a new owner ("Initial Sale"), the Residential Unit may only be sold to a Qualified Household at a purchase price as Declarant and prospective buyer may determine and subject to this Restriction. After Declarant and a prospective buyer enter into an agreement for the purchase and sale of the Unit, and at least 30 days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. All subsequent sales shall be executed in accordance with Article 3.2.

3.2 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.

3.3 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale

Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by insert the Town of Jackson or Teton County, Wyoming. This Restriction may be terminated after a determination by insert the Town of Jackson or Teton County, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article IV Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article IV, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.
- 4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.

4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both insert the Town of Jackson or Teton County, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.

4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V QUALIFIED MORTGAGE

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

5.1.1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, as long as such mortgage has a maximum loan to value ratio of 100%; and

5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

5.1.3.2 A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

5.1.3.3 A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Declarant or any family member of Declarant; or

5.1.3.4 JTCHA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; or

5.1.3.5 the provider of a loan as described in Article 4.1.

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

5.2.1 be deemed unsecured; and

5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.

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

5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.

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

5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

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

ARTICLE VI TRANSFER

6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.2 and 3.3, and only or transferred as follows:

6.1.1 Divorce. The provisions contained in this Article 3.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may consent to the transfer of the Residential Unit to the spouse, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

6.1.2 Death. The provisions contained in this Article 3.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

6.1.3.2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, they shall cooperate with the Housing Department to effect the

- sale, conveyance, or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance, or transfer.
- 6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.
- 6.1.3.4 A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE VII GENERAL PROVISIONS

5.1 Breach.

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

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

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

5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:

- 5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

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

- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 5.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 5.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

Jackson, WY 83001

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

Declarant

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

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson, Wyoming.
- 5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

OWNER:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

Insert Town of Jackson

Insert Mayor , Insert Mayor

ATTEST:

Insert name of Town or County Clerk, Insert Town or County Clerk

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular Council Meeting – Consent
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Partial Vacation without Replat at 505 & 515 E. Simpson Avenue (P24-165)	Public Comment:	Yes

Purpose & Policy Considerations.

Partial Vacations without Replat, according to the Town of Jackson Land Development Regulations (LDR) Section 8.2.13.C.5, require acknowledgement by the Town Council.

Requested Action.

The applicant, Amy Jurkowitz, requests Town Council acknowledgement of a Partial Vacation without Replat at the properties addressed at 505 & 515 E. Simpson Avenue legally known as LOTS 2 & 3, BEHOME Addition to the Town of Jackson. Specifically, the applicant requests acknowledgement to vacate the interior lot line between Lot 2 and Lot 3.

Recommendation.

The Planning Director recommends that Town Council **acknowledge** the Partial Vacation without Replat at the properties addressed as 505 & 515 E. Simpson Avenue legally known as LOTS 2 & 3, BEHOME Addition to the Town of Jackson.

Background.

The properties addressed at 505 & 515 E. Simpson Avenue are located within the Neighborhood Low Density-3 (NL-3) zone and are each 7,500 sf in size. An aerial image of the properties is shown on the following page:



Analysis & Key Policy Questions.

The Behome Addition subdivision is a recorded plat that may be amended through the vacation process as authorized by Wyoming state statute. The Partial Vacation without Replat process requires applications to meet the below standards of LDR Section 8.2.13.C.5 which include a statement that the proposed partial vacation does not “abridge or destroy any rights and privileges of other proprietors in the plat.”

The applicant requests to vacate the interior lot line between Lots 2 & 3 to accommodate a future single-family home that would otherwise span both vacant lots and cross over the dividing lot line. Under the International Building Code, structures may not span multiple lot lines.

Staff confirms that the applicant’s request for a Partial Vacation without Replat meets the required standards as outlined below. A draft affidavit to be signed by the Planning Director – serving as the required “instrument” for the Partial Vacation without Replat – along with an exhibit for the County Clerk is attached hereto.

Section 8.2.13.C.5. Partial Vacation without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) **Instrument Required** - An instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an appropriate instrument to be recorded with the County Clerk that the proposed vacation should not have any significant or adverse impact on the other lots in the subdivision. Staff agrees that the submitted instrument meets the requirements of Sec. 8.2.13.C.5.a.

- b) **Annotation** - If approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant’s instrument and accompanying exhibit provide direction to the County Clerk to make the necessary changes to the plat to affect the described vacation and lot combination.

- c) **Building Envelope Vacation** - a map may need to be provided for a building envelope vacation;*

Not Applicable. Staff finds that a map exhibit with a building envelope is not needed to communicate the requested vacation and the provided instrument will sufficiently advise the County Clerk to make the necessary edits to the plat.

- d) **Lot Combination** - For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Complies. Staff finds the applicant has provided an appropriate instrument and exhibit to be recorded with the County Clerk that includes the language as outlined above. Minor updates required of the applicant have been included in Department Reviews.

Alternatives (Optional).

N/A

Fiscal Impact.

None.

Staff Impact.

Staff impact for this project including review, drafting staff report, and recording documents is estimated at 8 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Draft Acknowledgement Instrument

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

I move to **acknowledge** a Partial Vacation without Replat for Lots 2 & 3, Behome Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated December 16, 2024.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-165		OTHER	Hi Tyler, I reviewed the application for the Partial Vacation without replat for Lots 2 and 3 of the Behome Addition, 505 and 515 E. Simpson Ave and have the following comment. As part of the required instrument I would recommend that a map/exhibit of the two lots, prepared by a Wyoming Professional Land Surveyor, be attached to the instrument for clarity's sake. The map should not be a marked up version of the recorded plat as was attached to the application. Regards, Todd Cedarholm PLS County Surveyor, Teton County Wyoming 307-413-1219		
	11/14/2024	COMPLETENESS REVIEW		TVALENTINE@JACKSONWY.GOV	
		FINAL LETTER			
		DETERMINATION OF SUFFICIENCY			
		BUILDING DEPARTMENT COMMENTS			
		COUNTY CLERK REVIEW COMMENTS			
		PLANNING DEPARTMENT COMMENTS			
		TOWN COUNCIL MEETING			
		INITIAL REPORT			
		COMPLETE REPORT			
		FINAL REPORT			
		ENGINEERING DEPARTMENT COMMENTS			
		LEGAL DEPARTMENT COMMENTS			



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: Amy and Dan Jurkowitz Lot Combo
Physical Address: 505/515 E. Simpson, Jackson, WY
Lot, Subdivision: Behome Addition/Bruce Porter. Lot 2 and 3 PIDN: _____

PROPERTY OWNER.

Name: Amy E and Daniel S Jurkowitz Phone: 203-252-1000
Mailing Address: 16 Rockwood Lane, Greenwich, CT ZIP: 06830
E-mail: amy@jurkowitz.com

APPLICANT/AGENT.

Name: Amy E. Jurkowitz Phone: 203-252-1000
Mailing Address: 16 Rockwood Lane, Greenwich, CT ZIP: 06830
E-mail: amy@jurkowitz.com

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

X **Other:** Partial Vacation
_____ 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 #: _____ Environmental Analysis #: _____
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?

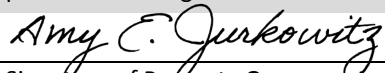
☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **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>.

_____ **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

Amy E. Jurkowitz

Name Printed

October 17, 2024

Date

Co Owner

Title

WARRANTY DEED

525BT LLC, a Wyoming limited liability company, GRANTOR(S), of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Daniel S. Jurkowitz and Amy E. Jurkowitz, husband and wife as tenants by the entirety, GRANTEE(S), whose address is 16 Rockwood Lane, Greenwich, CT 06830, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 2 and 3 of the Behome Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on December 18, 2020 as Plat No. 1419.

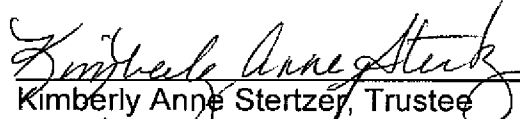
PIDN: 22-41-16-34-1-AW-002, 22-41-16-34-1-AW-003

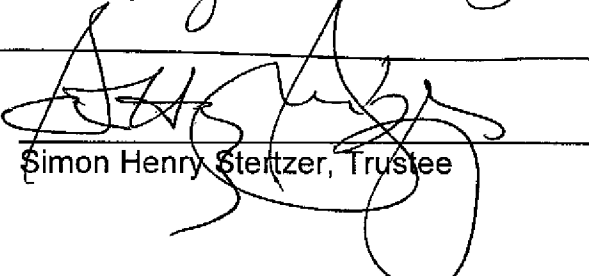
Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 16th
day of September, 2024.

525BT LLC, a Wyoming limited liability company

By: The Stertz Family Trust dated January 19,
1995, as restated on February 11, 2021, Member

 TTEE
Kimberly Anne Stertz, Trustee


Simon Henry Stertz, Trustee

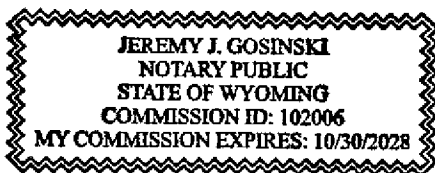
STATE OF Wyoming

COUNTY OF Teton

)
) ss.
)

The foregoing instrument was acknowledged before me by Kimberly Anne
Stertz and Simon Henry Stertz, Trustees of The Stertz Family Trust dated
January 19, 1995, as restated on February 11, 2021, Member of 525BT LLC, a
Wyoming limited liability company this 16th day of September, 2024.

WITNESS my hand and official seal.




Signature of Notarial Officer

Notary
Title and Rank

My Commission Expires _____

October 21, 2024

RE: Request for Partial Vacation Without Replat for Lots 2 and 3, Behome Addition to the Town of Jackson

Dear Planning Staff,

Please accept this request for a partial vacation of Plat 1419, the Behome Addition to the Town of Jackson, to combine lots 2 and 3.

Amy E and Daniel S Jurkowitz have obtained ownership of both lots and this application is made by the Amy E and Daniel S Jurkowitz as landowners.

Vacation of the lot line between lots 2 and 3 is requested so that the lots can be developed as a single site.

Amy E and Daniel S Jurkowitz acquired both lots to build/develop one residential house. To conform with Town of Jackson, the lot line must be vacated for approval of applicable physical development permits within the context of a single site occupying a single lot.

At the request of the Town of Jackson, the attached application for partial vacation of a lot line without replat is being submitted to ensure continue conformance with the Town of Jackson LDR's.

5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met.

a. Instrument Required. An instrument shall be filed with the County Clerk stating that the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The instrument shall include: i. Acknowledgment by all parties affected by the vacation; and ii.

Acknowledgment by the Town Council.

We believe that this partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The building is currently under construction and this vacation will have no effect on any proprietors.

b. Annotation. Pursuant to Wyoming Statutes Section 34-12-110, the b. Annotation. Pursuant to Wyoming Statutes Section 34-12-110, the County Clerk shall make appropriate annotation on the plat referencing the vacated envelopes, notes, easements or lot lines for the purpose of lot combinations. The County Clerk shall also

make a reference on said plat to the volume and page in which the required instrument of partial vacation is recorded. We are comfortable with this requirement.

c. Building Envelope Vacation. The Town Council may require that a map, prepared by a land surveyor registered in the State of Wyoming, of the vacated building envelopes be filed with the County Clerk concurrently with the required partial vacation instrument. In this event, the partial vacation instrument shall include a reference to said building envelope map. i. Future Revisions. Proposed changes to the building envelopes shown on any required building envelope map shall be approved by the Planning Director, provided that any such proposed change does not abridge or destroy any of the rights and privileges of other proprietors in the plat. The proposed change shall be reviewed pursuant to the standards of B.2. If this is to be a requirement, we are comfortable with this.

d. Lot Combination. If a lot line is to be vacated for the purpose of combining one or more lots, the required partial vacation instrument shall include language stating that the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time.

We are comfortable with this.

Sincerely,

Amy E. and Daniel S. Jurkowitz

Amy E and Daniel S Jurkowitz
203-252-1000
amy@jurkowitz.com

PARTIAL VACATION WITHOUT REPLAT

WHEREAS, on _____, 2024 the Jackson Town Council considered a request to vacate the lot line between Lots 2 and 3, and a request to consolidate the building envelopes as depicted on Lots 2 and 3 of the Behome Addition.

Town Jackson Hole, Plat

No. 1419, as recorded in the Office of the Teton Clerk, Wyoming, on December 17, 2020. The subject lots, Lot 2 and Lot 3, have

Parcel ID

Numbers 22-41-16-34-1-AW-002 (lot 2) and 22-41-16-34-1-AW-003 (Lot 3), respectively.

WHEREAS, Amy E and Daniel S Jurkowitz owns both Lot 2 and Lot3 of the Behome Addition to the Town Jackson Hole.

WHEREAS, having determined that the proposed lot line vacation and building lot consolidation meets the standards of Town of Jackson Land Development Regulations Section 8.2.13.C.5

Partial Vacation Without Replat and does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed vacation was approved by the Town Council.

NOW, THEREFORE, the Jackson Town Council hereby respectfully requests that the Teton County Clerk write, "vacated," across the lot line between Lots 2 and 3 of the above referenced plat, and requests that the County Clerk make a reference on said plat of the book and page in which this instrument of partial vacation has been recorded.

FURTHER, the combined lots shall be treated as one for all purposes under the LDRs and cannot be re-subdivided without receiving subdivision approval under the LDRs in effect at that time.

TOWN OF JACKSON

Mayor, Town of Jackson

ATTEST:

Clerk, Town of Jackson

5/8" diameter 24" long steel re-bar with cap inscribed *PLD 3831* found this survey

teton county control point, as specified

$S89^{\circ}55'57''E$ 320.51'

($S89^{\circ}56'20''W$) (149.88')

$S89^{\circ}26'38''E$ 550.31'

measured bearing & distance or curve geometry, this subdivision

record bearing & distance or curve geometry

measured bearing & distance or curve geometry for limited common elements this subdivision

boundary, section line

boundary, quarter line

boundary, sixteenth line

boundary, this subdivision

boundary, lot line vacated by this plat

boundary, lot of this subdivision

boundary, property adjoining this subdivision

easement, as noted

BIG MOUNTAIN
ENTERPRISES, LLC
686 QONS 452-453

CLARK, RICHARD A. & VIKI J.
LOT 13, PLAT 1168
DOC.0854988

MOORE, SHANE &
ELIZABETH
LOT 6, PLAT 278
358 WD 00971

LOT 1
 ± 0.19 Acres
($\pm 8,521$ s.f.)

$S89^{\circ}59'19''E$
1.97'
(1.52')

$L=70.67'$ $R=79.22'$ $\Delta=051^{\circ}06'40''$
($L=67.73'$ $R=79.22'$ $\Delta=50^{\circ}36'56''$)

8.00 FOOT
WIDE
UTILITY
EASEMENT
BK62P284

$L=50.07'$ $R=139.22'$ $\Delta=020^{\circ}36'27''$

16.00 FOOT WIDE
SEWER EASEMENT
PLAT 278

VARILONE, MICHAEL A.
LOT 8, BLOCK 2, PLAT 131
DOC.0909950

GILL FAMILY, LLC
778 WDNS 492

N. CACHE STREET / U.S. HIGHWAY 89

E. DELONEY AVENUE

TOWN SQUARE
TOWN OF JACKSON
SDEEDS WD 100

This is the line that will be erased.

LOT 2
 ± 0.17 Acres
($\pm 7,501$ s.f.)

EAST SIMPSON AVENUE

510 SIMPSON, LLC
C/O WILDSTAR PARTNERS
LOT 11 & 12, BLOCK 3, PLAT 131
DOC. 0986113

LAJOHN MARK STEVEN
& JANE KESLER
LOT 10, BLOCK 3, PLAT 131
198 WD 00885

WATSABAUGH,
WILLIAM D.
& NANCY L.
LOT 9, BLOCK 3,
PLAT 131
185 WD 00158

CLARK, RICHARD A. & VIKI J.
LOT 13, PLAT 1168
DOC.0854988

BARRETT,
ELIZABETH ADAMS
LOT 8, PLAT 131
DOC.0949680

10.00 FOOT WIDE
UTILITY EASEMENT
BK94P122

15.00 FOOT WIDE
ACCESS & UTILITY
EASEMENT
BK73P156-157

10.00 FOOT WIDE
ACCESS & UTILITY
EASEMENT
FOR THE BENEFIT OF
THE TOWN OF JACKSON
GRANTED THIS PLAT

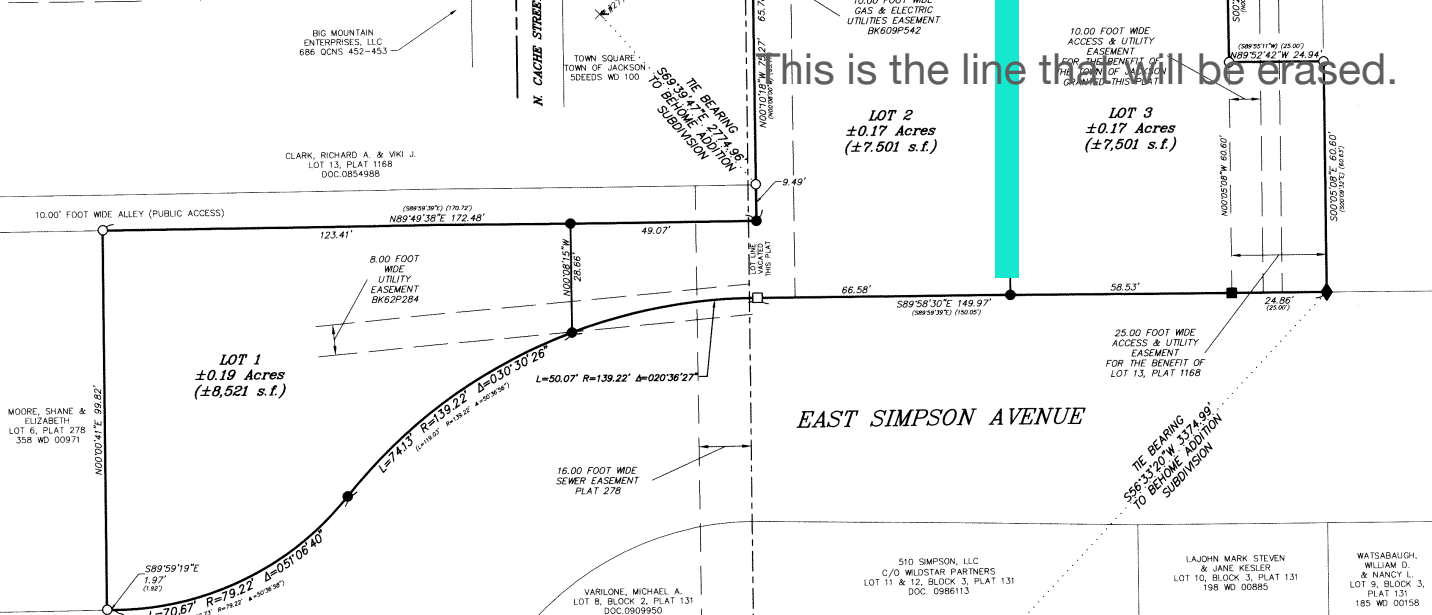
LOT 3
 ± 0.17 Acres
($\pm 7,501$ s.f.)

25.00 FOOT WIDE
ACCESS & UTILITY
EASEMENT
FOR THE BENEFIT OF
LOT 13, PLAT 1168

LEGEND

- 5/8" diameter steel re-bar with cap inscribed "PE&S 578" found this survey
- indicates a 2-1/2" diameter pipe with brass cap inscribed "RLS 164" found this survey
- ◆ l-shaped steel stake with chrome cap inscribed "RLS 164"
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" set this survey
- 5/8" diameter 24" long steel re-bar with cap inscribed "PLS 3831" found this survey
- × teton county control point, as specified

S89°55'57"E 320.51' measured bearing & distance or curve geometry, this subdivision
(389562076) (145.887)
S89°26'38"E 550.31' record bearing & distance or curve geometry
boundary, section line
boundary, quarter line
boundary, sixteenth line
boundary, this subdivision
boundary, lot line vacated by this plat
boundary, lot of this subdivision
boundary, property adjoining this subdivision
easement, as noted



CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton) S.S.
Town of Jackson)
I, Kenneth G. Magroth, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, Inc. of Jackson, Wyoming hereby certify that the plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction from September 2019 to June 2020 and from records in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents BEHOME ADDITION TO THE TOWN OF JACKSON, the boundary of which is IDENTICAL to the following described lands:

LOT 7, of Block 1 of the Bruce Porter Subdivision 2nd filing, a subdivision of record as Plat 278 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the E1/2NW1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M.

and
LOT 14, of the John D. Hall Ninth Addition to the Town of Jackson, a subdivision of record as Plat 1168 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the W1/2NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M.

The above-described lands contain an area of 0.54 acres, more or less;

BEHOME ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owner and/or as shown on any or all sheets of this plat.



The foregoing instrument was acknowledged before me by Kenneth G. Magroth this 25th day of November, 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires: April 2, 2022



NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

BEHOME ADDITION TO THE TOWN OF JACKSON WILL SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS. AT TIME OF PLAT, SEWER SERVICES ARE NOT EXTENDED TO EVERY LOT. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER.

BEHOME ADDITION TO THE TOWN OF JACKSON WILL SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEM. AT TIME OF PLAT, SEWER SERVICES ARE NOT EXTENDED TO EVERY LOT. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER.

NO PUBLIC MAINTENANCE OF ACCESS AND UTILITY EASEMENT.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

ACKNOWLEDGEMENT OF MORTGAGEES

ROCKY MOUNTAIN BANK, a Wyoming Banking Corporation - BY SEPARATE AFFIDAVIT

U.S. BANK NATIONAL ASSOCIATION, a National Banking Association - BY SEPARATE AFFIDAVIT

U.S. BANK NATIONAL ASSOCIATION, a National Banking Association - BY SEPARATE AFFIDAVIT



CERTIFICATE OF OWNER

State of Wyoming)
County of Teton) S.S.

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 1 of this plat, do hereby certify:

that the name of the foregoing subdivision shall be BEHOME ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said BEHOME ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owners;

that Lot 7 of Block 1 of the Bruce Porter Subdivision 2nd filing, of record as Plat 278 in the Office of the County Clerk for Teton County, Wyoming, and that Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, of record as Plat 1168 in the Office of County Clerk for Teton County, Wyoming, and described in the Certificate of Surveyor hereon, are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write VACATED across said lots on said Plats 278 and 1168;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Development Plan P20-062 as approved by the Town Council on the 20th day of July, 2020.

that Lot 1 and a portion of Lot 2 are subject to all matters as delineated on the Official Plat of Bruce Porter Subdivision - 2nd Filing, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 278;

that Lot 3 and a portion of Lot 2 are subject to all matters as delineated on the Official Plat of John D. Hall, Ninth Addition, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 278;

that 10 foot wide access and utility easement to the Town of Jackson granted this Plat;

that this subdivision is SUBJECT TO the following:

that 8 foot wide easement granted to Lower Valley Power and Light, Inc. as recorded in said Office in Book 62 of Photo, page 284;

that 15 foot wide easement reserved in that Deed as recorded in said Office in Book 35 of Photo, page 107;

that 15 foot wide easement granted to the Town of Jackson recorded in said Office in Book 73 of Photo, page 156-157;

that 10 foot wide easement recorded in said Office in Book 94 of Photo, page 122;

that 10 foot wide easement granted to Lower Valley Power and Light, Inc. as recorded in said Office in Book 609 of Photo, page 542;

that 25 foot wide access and utility easement across Lot 3 for the benefit of Lot 13 of the John D. Hall Ninth Addition to the Town of Jackson, of record as Plat 1168 in the Office of County Clerk for Teton County, Wyoming;

that easements across the subdivision lots are hereby granted to those utility companies and their successors and/or assigns serving this subdivision for construction, maintenance, and repair of the utility service for the subdivision shown hereon;

that the Town of Jackson shall have access to all water meters, valves, shut-off boxes, sewer cleanouts, and manholes and the undersigned reserve the right to create easements across said subdivision lots as necessary to provide for said access;

this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

that access across driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that there are no surface water rights appurtenant to this subdivision;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

505 Simpson, LLC
a Wyoming limited liability company
Signature by separate affidavit recorded with this plat on the same date.

Signature by separate affidavit recorded with this plat on the same date.

Signature by separate affidavit recorded with this plat on the same date.

Signature by separate affidavit recorded with this plat on the same date.

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton) S.S.
Town of Jackson)

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the Wyoming Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, BEHOME ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 17th day of July, 2020.

ATTEST:

Sandra P. Birdshaw, Town Clerk
Signature by separate affidavit recorded with this plat on the same date.

Brian T. Lenz, Town Engineer
Signature by separate affidavit recorded with this plat on the same date.

TOWN OF JACKSON:

Pete Muldoon, Mayor
Signature by separate affidavit recorded with this plat on the same date.

Paul Anthony, Town Planning Director
Signature by separate affidavit recorded with this plat on the same date.

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this 17th day of December, 2020.

WITNESS my hand and official seal.

Notary Public Tiffany Stolte
My commission expires: 4/8/24



The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, Town Clerk, this 17th day of December, 2020.

WITNESS my hand and official seal.

Notary Public Tiffany Stolte
My commission expires: 4/8/24



The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this 17th day of December, 2020.

WITNESS my hand and official seal.

Notary Public Tiffany Stolte
My commission expires: 4/8/24



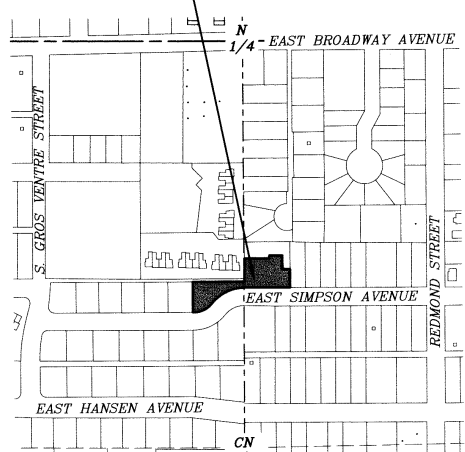
The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this 17th day of December, 2020.

WITNESS my hand and official seal.

Notary Public Tiffany Stolte
My commission expires: 4/8/24



BEHOME ADDITION SUBDIVISION



VICINITY MAP
SHOWING PARTS OF
W1/2NE1/4 AND E1/2NW1/4, Section 34
T41N, R116W, 6th P.M.
SCALE 1"=250'

SURVEYOR & ENGINEER

Jorgensen Associates, Inc.
P.O. Box 8550
Jackson, WY 83002
307-733-5150

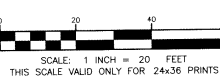
OWNER & SUBDIVIDER

505 Simpson, LLC
P.O. Box 642
Jackson, Wyoming 83001
&
Lisa Elenz
1801 S. Manitou Avenue
Boise, Idaho 83706

LAND USE SUMMARY

TOTAL AREA: 0.54± Acres
3 TOTAL LOTS:
Lot 1 ±0.19 Acres (±8,521 s.f.)
Lot 2 ±0.17 Acres (±7,501 s.f.)
Lot 3 ±0.17 Acres (±7,501 s.f.)

PREPARATION DATE: August 17, 2020
REVISION DATE: September 18, 2020



FINAL PLAT OF THE BEHOME ADDITION TO THE TOWN OF JACKSON

A SUBDIVISION IDENTICAL WITH:
LOT 7, OF BLOCK 1
BRUCE PORTER SUBDIVISION 2ND FILING, PLAT 278
&
Lot 14,
JOHN D. HALL NINTH ADDITION, PLAT 1168
W1/2NE1/4 AND E1/2NW1/4, Section 34, T.41N., R.116W.
Teton County, Wyoming
Sheet 1 of 1

AFFIDAVIT AFFECTING TITLE

STATE OF)
) ss.
COUNTY OF)

I, _____, ("Affiant") being duly sworn, and upon oath deposes and states: as follows:

1. This Affidavit is made with respect to real property known and situation at 505 & 515 E. Simpson Avenue, which is legally described as Lot 2 and 3, Behome Addition Subdivision, Plat No. 1419 as recorded in the Office of the Teton County, Wyoming Clerk on December 20, 2017, with the PIDN Numbers 22-41-16-34-1-AW-002 (lot 2) and 22-41-16-34-1-AW-003 (Lot 3) ("Property").
2. As of the record date of this Affidavit, the record owner(s) of the Property are Amy E and Daniel S Jurkowitz.
3. On October 23, 2024, the record owner(s) requested the vacation of the Lot Line between Lot 2 and 3 of the Property.
4. On December 16, 2024, the Jackson Town Council met to consider a request to vacate the Lot Line between Lot 2 and 3 of the Property.
5. On December 16, 2024, the Jackson Town Council determined the requested vacation/lot combination does not abridge or destroy any of the rights and privileges of the other proprietors in the said plat and approved the vacation/lot combination.
6. As a result, the Teton County Clerk shall write, "Vacated" across the lot line between Lot 2 and Lot 3 as shown on Exhibit A attached hereto, and make a reference of said plat of the book and page in which this instrument of partial vacation has been recorded.
7. As a result, the combined lots should be referred to as "Lots 2 and 3 of the Behome Addition Subdivision recorded in the Office of the Teton County Clerk on _____ as Plat _____," subject to that Partial Vacation of Plat and Lot Combination recorded in the Office of the Teton County Clerk as Document Number _____.
8. As a result, the combined lots cannot be re-subdivided without first receiving subdivision approval from the Town of Jackson, the combination of lots shall be treated as one for all purposes under the Town of Jackson Land Development Regulations in effect at that time, and the combined lots shall be treated as one lot for all purposes under the Town of Jackson Land Development Regulations.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: _____,

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

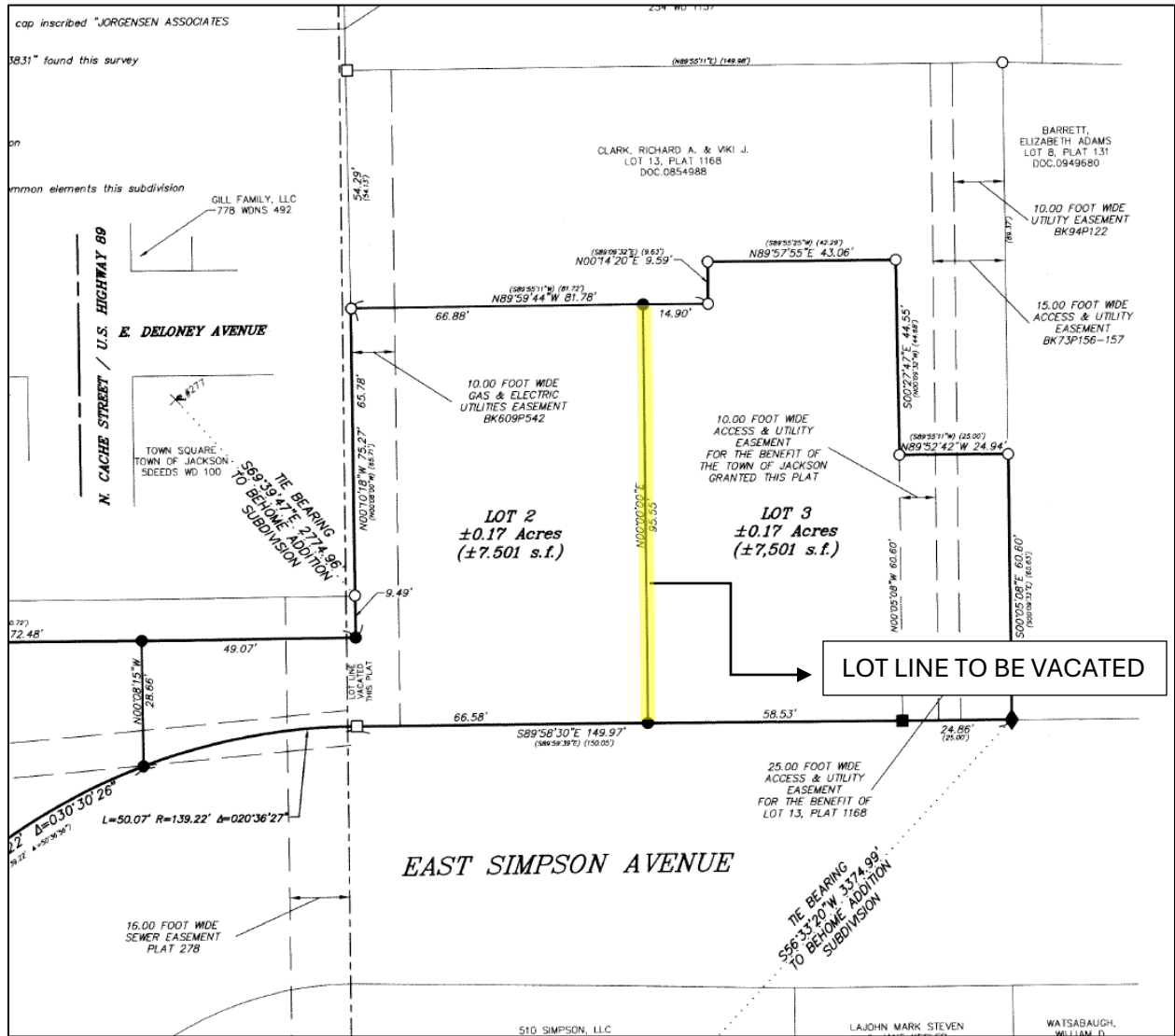
The foregoing instrument was acknowledged before me by _____, Town of Jackson Planning
Director, on this ____ day of _____, 20__.

WITNESS, my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A



LOTS 2 & 3, BEHOME SUBDIVISION

PLAT 1419

TOWN OF JACKSON

TETON COUNTY, WYOMING

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Town Council Regular Mtg - Consent
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Department of Transportation Charging and Fueling Infrastructure Grant Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor or Town Manager sign grant agreements for the Town.

Requested Action.

Council approves the grant agreement between the Town of Jackson and the Department of Transportation and authorizes the Town Manager to sign.

Recommendations.

Staff recommends Council approve the grant agreement.

Background.

At the May 15, 2023, Town Council meeting, Council gave approval for staff to work with Sustainable Strategies to apply for a Department of Transportation Charging and Fueling Infrastructure Grant, in collaboration with Teton County, Yellowstone-Teton Clean Cities, Jackson Hole Airport, Teton Village Association, Teton County Library, and concessionaires within Grand Teton and Yellowstone National Parks. The application we submitted would support adding electric vehicle charging infrastructure at strategic locations within the Town of Jackson and Teton County, at the airport, and in Grand Teton and Yellowstone National Park, transforming the ability of electric vehicle owners to travel within the region. A portion of the funding will cover administrative expenses and outreach.

The Town of Jackson was not selected for the first round of funding. However, our application was “highly recommended” for future funding opportunities. In June, staff resubmitted our application for consideration. On August 29, 2024, we were notified that we were awarded \$5,506,368, the full amount we requested. With the required match, the total project cost will be \$6,882,960. Each project partner is responsible for their portion of the match.

Table 1: Project partners and project costs

Entity	Federal award	Match	Project Cost	% of Total
Town of Jackson	\$588,000	\$147,000	\$735,000	10.7%
Teton County	\$427,680	\$106,920	\$534,600	7.8%
Teton County Library	\$201,600	\$50,400	\$252,000	3.7%
Teton Village Association	\$281,600	\$70,400	\$352,000	5.1%
Yellowstone Teton Clean Cities	\$194,688	\$48,672	\$243,360	3.5%
Grand Teton Lodge Company	\$1,616,000	\$404,000	\$2,020,000	29.6%
Xanterra	\$56,800	\$14,200	\$71,000	1%
Yellowstone Park Service Station	\$960,000	\$240,000	\$1,200,000	17.4%
Jackson Hole Airport	\$1,180,000	\$295,000	\$1,475,000	21.4%
Total	\$5,506,368.00	\$1,376,592	\$6,882,960	100%

The Town of Jackson will receive approximately 11% of the funding awarded through this grant and will use the award to add electric vehicle infrastructure in public parking lots (Home Ranch, Deloney, Miller Park Transit Area), public parks (between Phil Baux and the Snow King Events Center), and at the new Central Wyoming College campus. These charging

stations will support residents who live in multi-family housing who are unable to charge electric vehicles at home, commuters, and tourists. Electric vehicles have zero tailpipe emissions. Charging infrastructure will enable greater adoption of electric vehicles, which will reduce emissions that contribute to climate change and air pollution from tailpipes when compared to an equal number of vehicles with internal combustion engines.

The Town of Jackson is the primary applicant, and the Ecosystem Stewardship Administrator will take on the role of grant management, with the support of the Finance and Legal Departments. She will be responsible for ensuring that project partners comply with grant requirements, including prevailing wage requirements. All of the partners are familiar with federal requirements and are experienced at operating within them. Ten percent of the Town of Jackson's allocation is reserved for grant management. Teton County and Yellowstone Teton Clean Cities (YTCC) also requested funding for grant management. YTCC will spearhead communications with all project partners and assist the Ecosystem Stewardship Administrator with grant management. The project should be completed within three years of the execution of the grant agreement, and many of the partners plan to complete their projects in 2025. The short timeframe for the grant will reduce the administrative burden.

Signing the grant agreement is the first step in implementing this project. Next steps include:

1. Sign agreements with each project partner
2. Determine any internal policy changes regarding use of Town of Jackson charging stations
3. Get NEPA approval
4. Release RFP for a vendor to install charging stations
5. Select vendor
6. Installation

Analysis.

Using the AFLEET Charging and Fueling Infrastructure Emissions Tool, full implementation of the project will result in an estimated emissions reduction of 474 tons carbon dioxide equivalent (CO₂e) annually if there is low usage, 993 tons CO₂e annually if there is moderate usage, and 1,777 tons CO₂e annually with high usage. Staff predicts that usage will be low to moderate for the first few years, with demand increasing to moderate to high usage by 2030. For comparison, in Fiscal Year 2022, the annual emissions of non-START Town fleets were estimated to be 406 tons, and total emissions from Town fleets, Town buildings, water production, wastewater treatment, and landfilled waste were estimated to be 812 tons. In 2023, diesel emissions from Town fleets, County fleets, and START fleets combined was 1,531 metric tons CO₂e. Thus, annual greenhouse gas emissions reduction from the implementation of this project are estimated to exceed emissions from non-START Town vehicles within the first year of installation, exceed emissions from non-START Town fleets, buildings, water production, wastewater treatment, and landfilled waste within the first few years, and it has the potential to exceed emissions from all diesel used by the Town of Jackson, Teton County, and START combined. Accepting and implementing this award is one of the most cost-effective ways for our community to reduce greenhouse gas emissions while also reducing air pollution and associated health impacts.

Possible Alternatives.

1. Council could reject the grant agreement and direct staff to draft a new one.
2. Council could reject funding from the Department of Transportation for Charging and Fueling Infrastructure.

Comprehensive Plan & Priority Alignment.

Net Zero Resolution

Principle 2.3 – Reduce greenhouse gas emissions through transportation

Transportation accounts for approximately 80% of the total carbon emissions in the community and should be a focus of the community's efforts to reduce energy consumption. Reducing fuels consumed for transportation and using renewable

fuels has the greatest potential to reduce the community's overall carbon emissions and consumption of non-renewable resources.

Fiscal Impact.

The Town was awarded \$588,000 in funding for electric vehicle charging stations. The Town is required to provide a 20% match of \$147,000 for a total project cost of \$735,000. The match can be in-kind, including staff time. Central Wyoming College will be responsible for the match funding for the charging stations near their campus. Their project is estimated to cost \$34,350 (\$27,480 federal and \$6,870 match). Additionally, 10% of the Town of Jackson's portion of the award is allocated for grant administration, for a total of \$73,500 (\$58,800 Federal and \$14,700 match). \$627,150 is allocated for the installation of charging stations on Town of Jackson property (\$501,720 federal and \$125,430 match). The Ecosystem Stewardship Administrator's budget for Fiscal Year 2025 includes \$120,000 in match funding for grants, with \$75,000 allocated for EV charging infrastructure. An additional \$50,430 will need to be allocated for this project from the general fund. This could be budgeted in Fiscal Year 2026. Alternatively, the Town has the option to partner with a vendor who pays the match. In exchange, the vendor would own and manage the charging stations, charge customers for service, and earn revenue from the chargers. Should the Town choose to go this route, it would be a significant change from our current policy of not charging for the use of Town of Jackson Electric Vehicle Charging Stations.

Charging stations also use electricity. Electricity costs for a Level 2 charger are estimated to be about \$50 a month, less than \$2.00 per day per port. Costs for DC Fast Chargers are several times higher. Annual electricity costs for 20 additional Level 2 charging stations are estimated to be around \$12,000, and annual electricity costs for four DC Fast Chargers are estimated to be \$12,000, for a total of \$24,000 per year. If the Town chooses to partner with a vendor who pays the match and establishes a fee for service system, the vendor will pay the electricity.

Staff Impact.

Staff spent approximately 20 hours attending meetings, reading paperwork, and drafting the grant agreement and 1 hour writing this report. The Legal Department also spent 10 hours on this item.

Purchasing and installing EV charging stations will take time from the Administration and Public Works Departments. As the primary applicant, Town of Jackson staff will also need to spend time administering the grant, primarily from the Administration and Finance Departments. Yellowstone-Teton Clean Cities will assist with communications with other grant partners, and support general grant management. \$63,360 is budgeted in the grant agreement for their administrative support.

Attachments or Links.

Grant Agreement
Original Grant Application

Suggested Motion.

I move to approve the grant agreement with the United States Department of Transportation Federal Highway Administration for up to \$5,506,368.00 in electric vehicle charging infrastructure for the Town of Jackson and grant partners, and authorize the Town Manager to sign, subject to minor changes by staff.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

- | | |
|---|--|
| <p>1. Award No.
<i>[FHWA HQ to enter]</i></p> <p>4. Award To

Town of Jackson
150 East Pearl Avenue
Jackson, WY 83001
Unique Entity Id.: WA5GF6TWEKS8
TIN No.: 83-6000069</p> <p>6. Period of Performance
From: Effective Date of Award
To 3 years/ 0 months</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
<i>[FHWA HQ to enter]</i></p> <p>12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.</p> <p>14. Accounting and Appropriations Data by Fiscal Year (FY)
<i>[FHWA HQ to fill in]</i></p> <p>15. Title of Project
Jackson-Teton-Yellowstone EV Charging Expansion Project</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.205</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> <p>7. Total Amount
Federal Share: \$5,506,368
Recipient Share: \$1,376,592
Total: \$6,882,960</p> <p>9. Authority
Infrastructure Investment and Jobs Act (IIJA)
(Pub. L. 117-58, § 11401 November 15, 2021)
codified at 23 U.S.C. 151</p> <p>11. Federal Funds Obligated
<i>[FHWA HQ to enter]</i></p> <p>13. Payment Office
See Article 13 of the General Terms and Conditions.</p> |
|---|--|

RECIPIENT

16. Signature of Person Authorized to Sign

Signature
Name: Tyler Sinclair
Title: Town Manager

Date

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature
Name: *[FHWA HQ to fill in]*
Title: Agreement Officer

Date

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

FEDERAL HIGHWAY ADMINISTRATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING
INFRASTRUCTURE GRANT PROGRAM**

This agreement is between the Federal Highway Administration (the “**FHWA**”) and the Town of Jackson, Wyoming (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Charging and Fueling Infrastructure (“**CFI**”) Grant for the following project: Jackson-Teton-Yellowstone EV Charging Expansion Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program” dated March 1, 2024, which is available at <https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-terms-conditions.pdf>. The General Terms and Conditions reference the information contained in the schedules A – K to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the CFI grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the CFI Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

- 2.1** The Recipient acknowledges that the Project must be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.
- 2.2** The Recipient acknowledges the requirements, including the non-Federal cost share requirements applicable to contracting with Private Entity, in the FY 2022-2023 CFI Terms and Conditions document under section Article 12 titled Contracting and Subawards in section 12.8: Requirement to Contract with a Private Entity.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Jackson-Teton-Yellowstone EV Charging Expansion Project

Application Date: June 13, 2023

2. Recipient's Unique Entity Identifier.

See Page 1, Block 4 for recipient's UEI.

3. Recipient Contact(s).

Tanya Anderson
Ecosystem Stewardship Administrator
Town of Jackson
150 East Pearl Avenue
PO Box 1687
Jackson, WY 83001
307-734-4419
tanderson@jacksonwy.gov

4. Recipient Key Personnel.

Name	Title or Position
Tanya Anderson	Town of Jackson Ecosystem Stewardship Administrator
Kelly Thompson	Town of Jackson Finance Director
Charlotte Frei	Town of Jackson/Teton County Regional Transportation Planning Administrator
Alicia Cox	Executive Director – Yellowstone Teton Clean Cities

5. FHWA Project Contact(s).

Sarah Tarpgaard, Agreement Officer (AO)
US DOT / FHWA Office of Acquisition and Grants Management
HCFA-43, Mail Stop E62-310

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 493-3225; sarah.tarpgaard@dot.gov

Vincent Speaks, Agreement Specialist (AS)
US DOT / FHWA Office of Acquisition and Grants Management
HCFA-43, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7799; Vincent.Speaks@dot.gov

Agreement Officer Representative (AOR):
FHWA Division Administrator
[FHWA will enter FHWA Division Office name]
[enter address]
[enter phone; email address]

FHWA's CFI Grant Point of Contact (POC):
Bob Bonds, Area Engineer
Federal Highway Administration, Wyoming Division
2617 E. Lincolnway, Suite D
Cheyenne, WY 82001-5671
307-771-2951
Bob.bonds@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

8. Federal Award Identification Number.

See Page 1, Block 1.

9. Designated Subrecipient.

Designated Subrecipient: None

10. Subawards and Contracts.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

Note: See 2 CFR 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (a) Unless described in the application and funded in the approved award, or otherwise exempted by the AO in writing, the Recipient must obtain prior written approval from the Agreement Officer (the “AO”) for the subaward, transfer, or contracting out of any non-construction CFI Grant work under this agreement above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- (b) Approval of each subaward or contract is contingent upon the Recipient’s submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.
- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

The recipient’s proposed subawards and contracts included in the recipient’s application as cited in schedule A, section 1, as amended by schedule E, are hereby considered approved.

Subrecipient	Project Cost	Federal Award	Match
Teton County	\$534,600	\$427,680	\$106,920
Teton County Library	\$252,000	\$201,600	\$50,400
Teton Village Association	\$352,000	\$281,600	\$70,400
Jackson Hole Airport	\$1,475,000	\$1,180,000	\$295,000
Grand Teton Lodge Company	\$2,020,000	\$1,616,000	\$404,000

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

Yellowstone Park Service Station	\$1,200,000	\$960,000	\$240,000
Xanterra	\$71,000	\$56,800	\$14,200
Yellowstone Teton Clean Cities	\$243,360	\$194,688	\$48,672
Central Wyoming College	\$34,350	\$27,480	\$6,870

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: See Page 1, Block 6.

Period of Performance End Date: See Page 1, Block 6.

2. Estimated Project Schedule.

Milestone	Estimated Date
Planned Construction Substantial Completion and Open to Traffic Date:	3 years and 0 months

3. Special Milestone Deadlines.

None.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Federal Award Amount.

CFI Grant Amount: \$5,506,368

Federal Share

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table (for use in awards with Multiple Phases to be obligated separately)		
	Federal Share Amount of CFI Grant	Obligation Condition
Phase 1: Pre- Construction	\$825,955	N/A – funded upon award
Phase 2: Construction and Operations	\$4,680,413	FHWA Division Office confirms the Recipient has met all the applicable Federal, and local requirements including NEPA approval.
Total Federal Share	\$5,506,368	

3. Approved Project Budget.

Eligible Project Costs			
	[Phase 1]	Phase 2	Total
Federal Share:	\$825,955	\$4,680,413	\$5,506,368
Non-Federal Share:	\$206,489	\$1,170,103	\$1,376,592
Total:	\$1,032,444	\$5,850,516	\$6,882,960

4. Approved Pre-award Costs

None. The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE E
CHANGES FROM APPLICATION

Scope:

There are three primary reasons for changes between the Project described in the application and the Project being funding:

1. Inflation has increased the cost of chargers and labor. In some locations, there may be a slight decrease in the number of charging stations installed, or a conversion from a DCFC to a Level 2 charger.
2. After submitting the application, the Town and County conducted a Mobility Hub feasibility study. The study prioritized some areas that we had not previously considered. Based on that study, the Town would like to add charging infrastructure at one new location by removing another location.
3. Because we will be a direct recipient rather than a DOT passthrough, the Town would like to reallocate some of the funding reserved for installing charging stations to support grant management. This will result in a slight decrease in the total number of charging stations installed.

Original Application Scope Town of Jackson:

1.2.1 Town Locations

1.2.1.2 Deloney Street Lot (43.480669, -110.759780) - (2) dual-port Level 2 and (3) single-port Level 2

1.2.1.4 Phil Baux Park (43.472852, -110.761048) - (2) dual-port Level 2

1.2.1.5 Miller Park (43.480382, -110.765761) - (4) dual-port Level 2 and a conduit for future chargers

1.2.1.7 Mike Yokel Park (43.474969, -110.753150) – (2) dual-port Level 2

Revised Schedule E Scope Town of Jackson:

1.2.1 Town Locations

1.2.1.2 Deloney Street Lot (43.480669, -110.759780) - At least (2) dual-port Level 2

1.2.1.4 Phil Baux Park/ Snow King Events Center (43.472852, -110.761048) – (2) dual-port Level 2.

1.2.1.5 Miller Park (43.480382, -110.765761) – At least (1) dual-port Level 2 and (2) single-port Level 2

1.2.1.7 Mike Yokel Park (43.474969, -110.753150) – remove this location

1.2.1.8 Central Wyoming College (43.45800, -110.80446) – (2) dual-port Level 2

Reasons for changes:

- 1.2.1.2 Deloney Street Lot: Dual-port chargers are more cost-effective

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

- 1.2.1.4 Phil Baux Park/ Snow King Events Center: Phil Baux Park and the Snow King Events Center are adjacent to each other, and parking serves both facilities. The Snow King parking is less likely to impede pedestrians than the parking at Phil Baux Park.
- 1.2.1.5 Miller Park: (4) chargers have already been installed at this location. Adding (1) dual-port and (2) single-port Level 2 stations will meet our goal of 8 total charging stations in this location. Including (2) single-port charging stations will group the charging stations together and reduce the cost of conduit.
- 1.2.1.7 Mike Yokel Park and 1.2.1.8 Central Wyoming College: Our local community college recently received a Conditional Use Permit for a new college campus south of Town. This location was ranked highly during a mobility hub study that was conducted after the Town of Jackson's original application was submitted. Installing chargers here will add chargers to a part of Town that currently has no public charging nearby, serving residents who take college classes and community education courses through the college and providing charging stations close to the Middle School and High School.

Original Application Scope Jackson Hole Airport:

1.2.3 Jackson Hole Airport (43.602366, -110.735563) – (4) Level 2 and (9) DCFC Total

- 1.2.3.1 Main Lot (43.601987, -110.736065) – (2) Level 2
- 1.2.3.2 Short Term Lot (43.603442, -110.734991)– (2) Level 2 and (2) DCFC
- 1.2.3.3 Taxi Queue (43.603250, -110.735949) – (2) DCFC
- 1.2.3.4 Rental Car Area (43.602901, -110.735347)– (3) DCFC
- 1.2.3.5 FBO Terminal (43.601153, -110.736560) – (2) DCFC

Revised Schedule E Scope Jackson Hole Airport:

1.2.3 Jackson Hole Airport – (43.602366, -110.735563) - (4) to (8) Level 2 and (4) to (8) DCFC. Chargers will be installed at publicly accessible locations based upon recommendations from engineers. Desired sites include:

- 1.2.3.1 Main Lot (43.601987, -110.736065)
- 1.2.3.2 Short Term Lot (43.603442, -110.734991)
- 1.2.3.3 Taxi Queue (43.603250, -110.735949)
- 1.2.3.4 Rental Car Area (43.602901, -110.735347)
- 1.2.3.5 FBO Terminal (43.601153, -110.736560)

Reasons for changes: Reduce the number of DCFC to account for inflation. Wait to determine the exact number at each location until a vendor has been selected and engineers make siting recommendations, ensuring that installation in each of the preferred locations is feasible.

Schedule:

The table below compares the Project milestone dates.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	November 2026	January 2028

Outreach and Educational Programming

- Original Application: Proposed outreach and educational programming to occur over the 5-year grant period of performance.
- Revised Schedule E: Outreach and educational programming, including the Electric Vehicle Experience Test Drive Program and Advertising, will occur over the 3-year grant period of performance.

Reason for changes: Our application assumed a start date of January 2024. Because we were notified of our award in September of 2024, the original timeline is no longer valid. We still intend to complete the project within three years of receipt of an executed grant agreement.

Budget:

Original Application	Revised Schedule E	Reason
Administrative and Legal Expenses - \$111,960 (\$89,568 Federal and \$22,392 Match)	Administrative and Legal Expenses - \$185,460 (\$148,368 Federal and \$37,092 Match)	Add Town of Jackson Grant Administration \$73,500 (\$58,800 Federal and \$14,700 Match)
Construction - \$6,591,000 (\$5,272,800 Federal and \$1,318,200 Match)	Construction Expenses - \$6,517,500 (\$5,214,000 Federal and \$1,303,500 Match)	Subtract Town of Jackson Grant Administration total from Construction Expenses
Town of Jackson (Construction)- \$735,000 (\$588,000 Federal and \$147,000 Match)	Town of Jackson (Construction) - \$661,500 (\$529,200 Federal and \$132,300 Match)	Subtract Town of Jackson Grant Administration from Town of Jackson Construction Expenses

Other:

No changes.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE F
CFI PROGRAM DESIGNATIONS

4. Corridor or Community Designation.

Corridor-Community Designation: Community

5. Funding Source.

Funding Source: Highway Trust Funds (Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11101(b)(1)(A) November 15, 2021)

6. Security Risk Designation.

Security Risk Designation: Low

7. Funding Act.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11401 and Title VIII of Division J, November 15, 2021).

8. Funds Obligation.

Base Award: The amount of Federal funds obligated to the base award are listed on Page 1, Block 11. These funds are considered obligated upon FHWA signature on Page 1.

Amendments: If not fully funded by the base award, additional funding may be obligated to the award by FHWA’s execution of an agreement amendment. Each amendment will list the amount of Federal funds obligated by the amendment. These funds are considered obligated upon FHWA signature on the amendment.

All awards of FY 2024 CFI Program funding are available for obligation through September 30, 2027. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

*For phased awards using multiple obligations as described in Schedule D, the Recipient must satisfy the Phase 2 Obligation Condition listed in Schedule D, Obligation Condition Table, by August 1, 2027, to allow FHWA sufficient time to obligate CFI FY 2024 funds prior to the obligation deadline of September 30, 2027.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE G
CFI PERFORMANCE MEASUREMENT INFORMATION

Study Area: Jackson-Teton-Yellowstone EV Charging Expansion Project

Baseline Measurement Date: 3 months after the effective date of award

Baseline Report Date: To be submitted with the recipient’s first Quarterly Project Progress Report.

NOTE: FHWA anticipates the CFI baseline measurement to be zero operational EV charging ports and/or hydrogen dispensers. The recipient may note the baseline measurement of “zero operational” in their first Quarterly Project Progress Report in order to satisfy the Baseline Report.

Quarterly Project Progress Report: The recipient must submit Quarterly Project Progress Reports to FHWA per Article 7 of the General Terms & Conditions, and in accordance with the format and content listed in Exhibit C, Quarterly Project Progress Reports.

After the CFI grant-funded EV charging ports and/or hydrogen dispensers become operational, the recipient must include the following performance measure in their Quarterly Project Progress Reports: “Number of EV charging ports and/or Hydrogen dispenser (operational).” Submittal of the EV ChART information will satisfy the quarterly measurement required below for the performance standard.

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Number of CFI grant-funded EV charging ports and/or Hydrogen dispenser (operational)	Number of EV charging ports and/or Hydrogen dispenser that are operational (open for use by the public) as part of the grant project. For EV chargers, report by type, e.g., DCFC and level 2.	Quarterly – submit with Quarterly Project Performance Report
23 CFR 680.112 Reporting (EV Charging only)	Data reporting after each EV charging port is operational, as required by 23 CFR 680.112. Reporting using EV-ChART is required. Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) · Joint Office of Energy and Transportation (driveelectric.gov)	One Time, Quarterly, and Annually Refer to EV ChART Guidance.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
X	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
X	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

Supporting Narrative.

The Project will install electric vehicle charging infrastructure and conduit for future electrification regionally. It aligns with the Town of Jackson Sustainability Plan goal to reduce emissions from the transportation sector 30% by 2030 and supports the Integrated Transportation Plan objectives to integrate multiple modes of travel by providing charging stations at designated mobility hubs.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY

Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.
--	--

Supporting Narrative.

The Town of Jackson has established an Equity Task Force composed of individuals who represent different underserved communities and are compensated monetarily for participation on the Task Force. Task Force members discuss equity issues, bring challenges to the attention of staff and elected officials, and present ideas for adoption. Additionally, the Town of Jackson hosted a Spanish-language community engagement session to gather input for its Sustainability Plan and conducted interviews of community members who speak languages other than English and Spanish. The Town of Jackson holds a Sustainability Task Force with five members of the immigrant community to gather input on Sustainability Plan strategies such as electric vehicle charging and mobility hubs. Many of the charging stations that will be installed will be located in areas identified as current or future “mobility hubs” and will connect underserved communities to public transit and enhanced pedestrian and bike access.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE J
LABOR AND WORK

Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

Supporting Narrative.

Project labor agreements will be used to ensure that 3rd party contracts brought on to the project will adhere to fair hiring and employment practices. By enhancing connections to workplaces in

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

downtown Jackson, Teton Village, the airport, and National Parks, the project will also support the creation and retention of other jobs not directly related to project activities. The project team aims to foster a welcoming work environment where all groups have an equal chance to participate and take advantage of high-quality job opportunities. Bilingual outreach in English and Spanish to current and potential employees will advance this goal. The project team will advance the objectives of the Disadvantaged Business Enterprises (DBEs) program to the greatest extent possible by adhering to the standards set in 49 CFR Part 26 as applicable. Project partners will promote opportunities for DBEs to benefit from the contracts awarded for construction, operation, and maintenance contracts. Project partners will advertise the project with a preference for local DBEs. The bidding process will provide opportunities for minority-owned businesses to compete for the work.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT
GRANT AGREEMENT TEMPLATE: FOR DIRECT AWARDS TO NON-STATE DOT RECIPIENTS
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
VERSION DATE: AUGUST 28, 2024

SCHEDULE K
CIVIL RIGHTS AND TITLE VI

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.1.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Town of Jackson

* b. Employer/Taxpayer Identification Number (EIN/TIN):

83-6000069

* c. UEI:

WA5GF6TWEKS8

d. Address:

* Street1:

150 East Pearl Avenue

Street2:

* City:

Jackson

County/Parish:

* State:

WY: Wyoming

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

830018599

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Tanya

Middle Name:

* Last Name:

Anderson

Suffix:

Title:

Ecosystem Stewardship Administrator

Organizational Affiliation:

* Telephone Number:

3077344419

Fax Number:

* Email:

tanderson@jacksonwy.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DOT Federal Highway Administration

11. Catalog of Federal Domestic Assistance Number:

20.205

CFDA Title:

Highway Planning and Construction

* 12. Funding Opportunity Number:

693JJ323NF00004

* Title:

Charging and Fueling Infrastructure (CFI) Discretionary Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Jackson-Teton-Yellowstone EV Charging Expansion Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	5,506,368.00
* b. Applicant	1,376,592.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	6,882,960.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Project Abstract Summary

This Project Abstract Summary form must be submitted or the application will be considered incomplete. Ensure the Project Abstract field succinctly describes the project in plain language that the public can understand and use without the full proposal. Use 4,000 characters or less. Do not include personally identifiable, sensitive or proprietary information. Refer to Agency instructions for any additional Project Abstract field requirements. If the application is funded, your project abstract information (as submitted) will be made available to public websites and/or databases including USAspending.gov.

Funding Opportunity Number

693JJ323NF00004

CFDA(s)

20.205

Applicant Name

Town of Jackson

Descriptive Title of Applicant's Project

Jackson-Teton-Yellowstone EV Charging Expansion Project

Project Abstract

A regional partnership led by the Town of Jackson, WY, seeks \$5,506,368 in US Department of Transportation (DOT) Charging and Fueling Infrastructure grant funding with \$1,376,592 in match funding to install publicly accessible EV chargers. With grant funding and the assistance of local sustainability groups, the partnership will install Level 2 and DCFC charging stations, along with necessary electrical infrastructure, at strategic, public locations throughout the Jackson Hole region to serve residents, commuters, and visitors. An expanded EV test drive experience, together with an education and marketing campaign will boost community support for EV adoption. By reducing greenhouse gas emissions and expanding access to charging infrastructure, the project will advance the region's climate, economic development, and mobility goals.

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Project Narratives.pdf	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Charger Location Maps.pdf	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Regional Transportation Maps	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Staff Biographies.pdf	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	Site Photographs.pdf	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Vendor Quote.pdf	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Letters of Commitment.pdf	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Jackson-Teton-Yellowstone EV Charging Expansion Project

I. Project Narrative

1. Location and Safety Considerations

1.1 Regional Partnership Context

The Town of Jackson is the seat of Teton County, gateway to Yellowstone and Grand Teton National Parks, and the Jackson-Teton region's main services, transportation, hospitality, and employment hub. The Town is leading a partnership of governing organizations and stakeholder groups to build out a comprehensive EV charging network in support of regional sustainability, economic development, and transportation mobility goals, meeting the EV charging needs of all user groups. The Town of Jackson is the lead applicant and will serve as the prime awardee.

1.1.1 Location Partners: The "Location Partners" described below have identified specific locations in need of chargers and will coordinate with private contractors through competitive procurement processes for design, construction, installation, operation, and management, as applicable. Location Partners will provide the required 20% cost match, either from their organizational funds or from private contractors, as individually detailed in the attachment "Letters of Commitment". More information about staff qualifications and experience can be found in the attachment "Staff Biographies". See the attachment "Regional Transportation Maps" for a geographic overview of the region and its major transportation assets.

1.1.1.1 Town of Jackson ("Jackson" or "the Town"): Jackson is the economic and administrative heart of the region, with a population of 10,849. As the gateway to Grand Teton and Yellowstone National Parks and Jackson Hole Mountain Resort, tourism is the main driver of economic growth. The Town is host to most of the region's retail and hospitality businesses that serve visitors and provide employment opportunities for locals. The combination of heavy tourism, lower-density rural development, and a lack of available land constrict the supply of local housing, creating an affordable housing shortage and raising costs of living. As most employment opportunities are in Town, regional commutes are a necessity for many local workers. Town leadership continues to invest in transportation solutions to boost affordability and efficiency for regional commuters and advance sustainability objectives. EV charging infrastructure is a top priority as the Town works to accelerate the transition away from Internal Combustion Engine (ICE) vehicles to electric vehicles (EVs) and to reduce overall personal vehicle travel in favor of public transportation and active transportation systems. The Town of Jackson has identified City-owned locations to install charger infrastructure and lead planning, community engagement, and partnership coordination project activities. Tanya Anderson, Ecosystem Stewardship Coordinator, will coordinate the Town's leadership on the project as the lead applicant.

1.1.1.2 Teton County, WY ("Teton" or "the County"): Teton County, with a population of 23,575 people, encompasses Jackson and its neighboring communities, all of Grand Teton National Park, and a significant portion of Yellowstone National Park. Teton County, Wyoming borders Idaho's Teton County to the west. Working together with Jackson, its smaller communities, public lands,

and Idaho counterpart, Teton County leads regional transportation priorities focused on connecting commuters to jobs and visitors to recreational destinations. Teton County shares the Town's goals to boost EV adoption while reducing overall vehicles miles driven in favor of more sustainable and efficient transportation systems. Teton County has selected county-owned locations to install charger infrastructure, and will participate in planning, community engagement, and partnership coordination project activities. Charlotte Frei, Regional Transportation Planning Administrator, will lead County contributions to the project.

1.1.1.3 Jackson Hole Airport ("JAC" or "the Airport"): The only commercial airport in the United States located entirely inside a National Park, JAC is jointly run by the Town and County through the Jackson Hole Airport Joint Powers Board. Located north of the Town of US Highway 191, the airport is a key transportation hub for the region and the busiest in the state, serving 455,000 passengers per year. A top priority of JAC is expanding multimodal transportation options among the airport, Town, and National Parks to reduce ground transportation emissions. Currently, transportation options from the Airport to Town are limited to personal vehicles, private shuttles, taxis, and ridesharing services, with many travelers opting to rent personal vehicles for the duration of their stays. START bus currently does not run service to the Airport. While the Town and County work to expand public transportation options at the airport, the Airport seeks to install EV chargers to serve EV rideshare drivers, visitors renting EVs, and other regional travelers, helping to reduce ground transportation emissions.

1.1.1.4 Teton Village: Serving Jackson Hole Mountain Resort, Teton Village is a hub for winter skiers and snowboarders and summer hikers, bikers, and climbers. Teton Village Association (TVA) manages parking for the commercial core of Teton Village, working to mitigate traffic impacts on Highway 390, protect wildlife and the environment, and preserve community character. A Travel Demand Management program (TDM), which includes paid parking in the winter ski season and free bus and shuttle services, helps to reduce negative traffic impacts. Visitors and workers can also take advantage of free parking at the County-owned Stilson lot (see 1.2.2.1 below), which offers a free shuttle service to the Village. For residents and those staying at the Village's many short-term rental units, EV charging is very hard to come by, with some property owners banning private EV charging. Publicly accessible EV charging is needed within Teton Village to serve residents and visitors.

1.1.1.5 Yellowstone National Park (Xanterra and YPSS): Yellowstone is the region's premier tourist destination and major driver of economic growth. According to [data from the National Park Service](#), in 2021 Yellowstone received 4.8 million visitors and 1.8 million personal vehicles, its busiest year on record. The expansiveness of the park, long distances to and from surrounding communities and travel hubs, and limited public transportation options drive significant vehicle traffic to, from, and within the park. Vehicle traffic peaks during the park's busy summer, with vehicle counts averaging over 350,000 per month. Personal ICE vehicle usage emits significant amount of greenhouse gas emissions and noise pollution, negatively impacting the park's sensitive habitats and wildlife and threatening the long-term sustainability of the park. Accelerating the transition to EVs among park visitors is a top priority to combat these negative environmental impacts while ensuring the park remains accessible to all and continues to deliver

economic growth and job opportunities for the region. Yellowstone is well-suited for EV charging infrastructure, with several lodging, food, and retail clusters dotted among the vast expanses of the park that host visitors for extended stays as they travel. Range anxiety is the top barrier to increased EV travel through the park due to long distances between the gateway towns at the Park's entrances. Installing chargers at popular travel stops within the park will mitigate range and charging concerns to encourage park visitors to make more EV trips.

Xanterra Travel Collection is the primary concessionaire operating in the park, managing nine hotels and lodging accommodations, five campsites, restaurants, gift shops, and tourist activities. Working with the National Park Service, Xanterra has identified five priority locations at publicly accessible lots to install chargers for visitor usage. All charging locations are within walking distance of hotels, food and beverage outlets, restaurants, general stores, service stations, post offices, restrooms, and visitor centers.

Yellowstone Park Service Stations (YPSS) is the only authorized service station concessioner operating in Yellowstone, running a collection of convenience stores, fuel facilities, and automotive towing/repair shops. YPSS will install DC fast chargers at its service stations within the Park to provide travelers with fast charging, helping to reduce range anxiety. These service stations are co-located with the Xanterra stations above. YPSS will install all DCFCs to meet the demand for rapid charging.

1.1.1.6 Grand Teton National Park (Grand Teton Lodge Company): Grand Teton has also experienced steady growth in visitors, with a record [3.8 million visitors](#) in 2021. A 20-minute drive from the Town and less than 10 minutes from the Airport, many visitors combine their Yellowstone trips with visits to Grand Teton, keeping both parks busy year-round. Grand Teton faces similar vehicle traffic challenges, with [3.7 million vehicle entries](#) across its three entrances in 2021 and is equally well-suited for EV charging infrastructure at its accommodation hubs to serve park visitors with the goal of promoting EVs over ICE vehicles for those who choose to drive. According to the [Grand Teton National Park Transportation and Visitor Movement Study](#), 91% of vehicles that enter Grand Teton stop at least once somewhere in the park. Data indicates that visitors are making multiple stops on the way to their final destination. Some of those stops include overlooks and pullouts, which are well utilized by vehicles traveling on the adjacent roadways. Locations visitors stop are highly varied. Of all the locations that visitors turn their vehicles off, the top five locations constitute 30% of all trip ends (i.e. locations where visitors turn their vehicles off). The remaining 70% of trip ends include other locations such as trailheads, overlooks, campgrounds, etc. This is a good illustration that visitors are well distributed throughout the park, with only 12% making up the highest amount of trip ends (Colter Bay), and 70% making up the combination of smaller percentages of trip ends from numerous other visited areas. This reflects the dispersed nature of recreation and visitation within the park, and the need for a wide range of charging station locations to effectively meet the travel patterns of travelers. The plan does not identify public transportation as a viable option, which elevates the need to promote electric vehicles as a way to reduce GHGs.

Grand Teton Lodge Company (GTLC) operates hotels, dining, campgrounds and activities within Grand Teton National Park. Working closely with the National Park Service, GTLC has identified six locations in need of EV chargers for visitors and park staff.

1.1.2 Project Partners: Project Partners are locally based stakeholder organizations with the technical expertise and capacity to lead and assist on project activities. See the attachment “Letters of Commitment” for further details on partner commitments to the project. More information about staff qualifications and experience can be found in the attachment “Staff Biographies”.

1.1.2.1 [Yellowstone-Teton Clean Cities \(YTCC\)](#): YTCC is the regional designee of the Department of Energy’s Clean Cities program, working to reduce consumption of petroleum-based fuels, support the regional economy, and protect the environment by expanding the use of alternative fuels and advanced vehicle technologies and promoting efficient transportation options. YTCC, led by executive director Alicia Cox, has extensive experience promoting EV proliferation through education, grant writing, policy initiatives, and technical trainings. YTCC will leverage its experience and connections to Location and Project Partners to lead administration of the grant award, contribute to project activities, provide technical assistance, manage data and reporting requirements, and participate in community education and engagement.

1.1.2.2 [Lower Valley Energy \(LVE\)](#): LVE is the energy provider for the region, supplying 34,259 individual meters with electricity and natural gas service. LVE is a cooperative utility, comprised of a seven-person board elected from the community. With a diverse mix of energy sources, LVE is able to offer some of the cheapest and cleanest electricity in the nation. Through its Green Power Program, customers are able to purchase 100% renewably generated electricity. LVE has been actively engaged throughout the project development process to advise on energy considerations relevant to EV charger installation. LVE commits to continue advancing the project through its planning, installation, and operations stages by working with all project locations to identify energy capacity and equipment needs, highlighting important considerations for charger installation, and working closely with 3rd party contractors.

1.1.2.3 [Energy Conservation Works \(ECW\)](#): ECW is a joint powers board made up of the Town of Jackson, Teton County, LVE, and a five person citizen board members focused on advancing energy conservation and emissions reduction goals. Phil Cameron, executive director, is engaged on the project to coordinate charger installation with LVE, identifying energy capacity and storage needs at each location to lay the foundation for charger installation.

1.1.2.4 [Teton Conservation District](#): A special district that works with the community to conserve natural resources through local projects, partnerships, research, and education. The Conservation District runs an EV test drive educational campaign together with YTCC and ECW that will be expanded through this project. See Project Merit Criteria section 3.2.2 Planned Engagement Efforts for more details on the expanded test drive educational program.

1.1.2.5 START Bus: Southern Teton Area Rapid Transit (START) is a public bus service provided by the Town of Jackson and Teton County. Formed in 1987, the service was first implemented to be the skier's transportation from the Town to Teton Village. Today the START bus serves visitors and locals in Jackson year-round on five fixed routes, with additional ADA paratransit service. START also runs commuter service routes Monday through Friday from Star Valley, Wyoming and Teton Valley, Idaho, providing convenient, affordable, and safe transportation for employees who live outside of Jackson to get to work. START service is progressing to full system buildout, new routes, service frequency increases, and fleet upgrades helping to boost ridership and reduce personal vehicle dependency. START leadership will continue to provide guidance on integrating EV charging installation with the START system to maximize efficiency and accessibility for EV-to-bus users. See the attachment "Regional Transportation Maps" for a geographic inventory of START Bus stops.

1.2 Project Locations: To address the varied needs and circumstances of all regional residents, workers, and visitors, chargers will be installed at the following publicly accessible parking locations, organized by ownership/control of the sites. An * denotes a request for chargers with locations still to be finalized. All other sites are confirmed. All charger counts are for dual port stations unless otherwise noted. Charger locations are plotted on the attachment "Charger Location Maps". Photographs of project sites are included in the attachment "Site Photographs".

1.2.1 Town Locations

1.2.2.1 Home Ranch Lot and Rec Center (43.482262, -110.761313) - (2) Level 2 and (4) DCFC

The Home Ranch Lot provides 240 passenger vehicle and 23 Recreational Vehicle (RV) parking spaces for day-visitors to the Town of Jackson. There are public restrooms and a visitor center to provide information to customers. "Home Ranch" is adjacent to Teton County Parks & Recreation's primary rec center, featuring gymnasiums, an aquatics center, and a new state-of-the-art climbing wall. Chargers will be installed in a planter strip between the two facilities and in front of nearby public restrooms. This location will be new construction, taking advantage of other planned construction activities to boost cost effectiveness and efficiency.

1.2.1.2 Deloney Street Lot (43.480669, -110.759780) - (2) dual-port Level 2 and (3) single-port Level 2

This free public parking lot offers restrooms and a START Bus shelter. The lot is a five minute walk from Jackson Elementary School and the Teton County Recreation Center. Chargers will be installed at spaces to the east of the restrooms, and two of the ADA parking spots to the west of the restrooms.

1.2.1.4 Phil Baux Park (43.472852, -110.761048) - (2) Level 2

Located at the base of Snow King Mountain, the park offers horseshoe pits, picnic areas and shelters, a playground, bouldering walls, and a multipurpose field. Chargers will be installed in the public parking lot. Sidewalks and a protected bicycle lane provide pedestrian and bicyclist safety entering and exiting the site, and chargers will be located so as to not impede pedestrian or bicyclist safety and access.

1.2.1.5 Miller Park (43.480382, -110.765761) - (4) Level 2 and a conduit for future chargers

A few blocks from the Town Square, Miller Park is a popular site for recreation, celebrations, and social events, offering a basketball court, pickleball courts, picnic tables and shelters, a boulder wall, open green spaces, restrooms, and a playground. It is also home to the 4H building and is the start and end to several popular bus routes, including the Town Shuttle and the Teton Village Local. In the winter, Miller Park is the pickup location for an express shuttle to Jackson Hole Mountain Resort. Chargers will be installed between the street and sidewalk to mitigate safety risks for pedestrians.

1.2.1.7 Mike Yokel Park (43.474969, -110.753150) – (2) Level 2

Park offering BBQ pits, picnic areas, picnic shelters, volleyball, green space, playground, and a natural creek. The park is within walking distance to affordable and workforce housing units at 445 E Kelly, 525 E Hall, 560 E Hall, and the Redmond Street Rentals. Chargers will be installed in the one-way parking lot, which is separated from Kelly Avenue by a grass embankment.

1.2.2 County Locations

1.2.2.1 Stilson Lot (43.501654, -110.848158) - Electrical Infrastructure

This new transit center and multimodal hub was established as part of [Teton County's recently awarded BUILD grant](#), and is currently in the construction design and engineering stages for full build out. Currently, there is a basic parking area, small restroom, and a bus kiosk. This transit center, 5 miles west of Town of Jackson and 7 miles south of Teton Village, is a hub for commuter traffic as well as visitors to Teton County and Teton Village, WY. The transit center will have 6 bus bays and more than 300 parking spaces; of these 300 spaces, a row of 30 parking spaces has been set aside to be 'EV ready'. In a future project, chargers will be installed along this "EV Row" to provide easy charging access for commuters and visitors, encouraging them to take advantage of public transportation options to reduce highway and downtown Jackson congestion. To prepare the site for EV charger investment, this project will fund the electrical infrastructure needed to support future charger installation. Comprehensive safety measures will be included in site design to ensure future charger installation promotes safety for all roadway users.

***1.2.2.2 County Buildings with Public Access (location TBD) – At least (2) Level 2**

The exact location(s) will be determined through an ongoing Mobility Hub study based on high-impact, priority locations and priority County facility upgrades. Potential locations for charging stations and associated infrastructure include the Stilson Lot, County Administration Building (43.477156, -110.758352), County Health Department (43.477156, -110.758352), or Teton County Circuit Court (43.477747, -110.759811). If more than one location is identified as a priority and feasible, a minimum of two dual-port Level Stations could be installed at one or more locations depending on the availability of funds and the cost of chargers. A portion of the County's match would be spent to support station operations and maintenance. The Mobility Hub will produce safety considerations to inform charger placement and installation.

1.2.2.4 Teton County Library (43.472147, -110.779954) – (2) Level 2, (2) DCFC, and infrastructure

The Library seeks to build future capacity for EV chargers. The existing panel is maxed out, so project activities will involve trenching up the west side of the parking lot to put in 10 parking spaces for EV charging and put in a new transformer. There is going to be new housing around the library that could take advantage of these chargers. The Town of Jackson and Teton County recently purchased a 5.15 acre lot directly east of the library with the intention to develop it into affordable and workforce housing. To the west of the library is another affordable and workforce housing development called "the Grove", which has 20 affordable rental apartments, 24 affordable ownership homes, and 24 ownership units that are a mix of affordable and workforce housing. A mix of market-rate, workforce, and affordable multi-family housing surrounds the library on the other sides. The Library will sue funds to put in electrical infrastructure and install four chargers during this initial phase to begin building out the charging network at this key location.

1.2.3 Jackson Hole Airport (43.602366, -110.735563) – (4) Level 2 and (9) DCFC

The airport terminal has restrooms, Wi-Fi, and food options, making it an attractive charging stop for all users. The airport already has 3 phase power and capacity to support Level 2 and DC fast chargers. Installing chargers along an existing fence line, retractable cords, and bollards will promote safety.

1.2.3.1 Main Lot (43.601987, -110.736065) – (2) Level 2

New chargers will be installed next to existing chargers to expand capacity, with less construction impact.

1.2.3.2 Short Term Lot (43.603442, -110.734991)– (2) Level 2 and (2) DCFC

New chargers will be installed next to existing chargers to expand capacity, with less construction impact. Lot is open to the public.

1.2.3.3 Taxi Queue (43.603250, -110.735949) – (2) DCFC

Chargers would mainly serve taxis drivers who provide transportation between the Town and airport due to the lack of public transit options. DC fast chargers provide rapid charging for short stops between trips.

1.2.3.4 Rental Car Area (43.602901, -110.735347)– (3) DCFC

Fast charging stations for rental car teams to rapidly charge rental vehicles for the public. While rental cars are the primary target, these chargers would be available to the public as well.

1.2.3.5 FBO Terminal (43.601153, -110.736560) – (2) DCFC

The FBO terminal has restroom facilities, Wi-Fi, and food options. The lot is open to the public. Installing chargers along an existing fence line, retractable cords, and bollards will promote safety.

1.2.4 Yellowstone National Park

1.2.4.1 Xanterra Locations: Chargers will be installed in the parking lots at the Park's lodging centers, managed by the concessionaire Xanterra, to serve visitors and staff. All locations have standard amenities within walking distance including hotels, food and beverage outlets, restaurants, general store, service station, post office, restrooms, and visitor centers. All stations will be open and available the entirety of the time that the individual locations are accessible (seasonal road closures are in effect). The stations will be on the parking lot side of the adjoining sidewalk to prevent cords being strung across the walkway. Additionally, all stations and parking stalls will be signed indicating that they are for EV charging only.

1.2.4.1.1 Old Faithful Snow Lodge (44.456155, -110.829447) – (2) Level 2

1.2.4.1.2 Canyon Lodge (44.733093, -110.485903) – (2) Level 2

1.2.4.1.3 Roosevelt Lodge (44.912852, -110.416198) – (2) Level 2

1.2.4.1.4 Lake Hotel (44.554853, -110.395089) – (2) Level 2

1.2.4.1.5 Grant Village Lodges (44.389479, -110.556642) – (2) Level 2

1.2.4.2 Yellowstone Park Service Stations (YPSS): DC fast chargers will be located at service stations throughout the park to provide travelers with critically needed fast charging as they make their way through the park. These service stations are located at travel hubs where users can stop to charge their vehicles and access the amenities managed by Xanterra above. Chargers will be located within existing parking lots at the service stations.

1.2.4.2.1 Old Faithful Service Station (44.456476, -110.827275) – (2) DCFC

1.2.4.2.2 Fishing Bridge Service Station (44.564800, -110.376166) – (2) DCFC

1.2.4.2.3 Grant Village Service Station (44.389088, -110.558141) – (2) DCFC

1.2.4.2.4 Canyon Junction Service Station (44.736399, -110.492555) – (2) DCFC

1.2.4.2.5 Mammoth Hot Springs Service Station (44.975067, -110.703625) – (2) DCFC

1.2.4.2.6 Tower/Roosevelt Junction (44.916164, -110.417352) – (2) DCFC

1.2.5 Grand Teton National Park

1.2.5.1 Jackson Lake Lodge (43.877530, -110.575913) – (14) Level 2 and (6) DCFC

Jackson Lake Lodge has restaurants, retail shops, swimming pool, horse corrals, restrooms, hiking trails, and Wi-Fi. DCFC chargers will be located in the main parking lot and by the Lodge pool,

with Level 2 chargers targeted, but not restricted, for fleet vehicle charging. Transformers are already in place to support all chargers.

1.2.5.2 Colter Bay Village (43.903938, -110.643821) – (4) Level 2 and (3) DCFC

Chargers will be installed at the Cabin Office, Retail Warehouse/Recycling Center, Colter Bay Marina, and Colter Bay campground. Transformers are already in place to support all chargers.

1.2.5.3 Jenny Lake Lodge (43.782493, -110.724830) – (2) Level 2 and (2) DCFC

Chargers will be installed at the main parking lot for guest and fleet charging. Transformers are already in place to support all chargers.

1.2.5.4 Gros Ventre Campground (43.616556, -110.666585) – (2) Level 2

1.2.5.5 Jenny Lake Campground (43.752721, -110.720863) – (2) Level 2

1.2.5.6 Flagg Ranch (44.106720, -110.668309) – (2) DCFC

1.2.5 Teton Village (43.585659, -110.828420) – (2) Level 2 and (2) DCFC

The chargers will be located just outside of the Crystal Springs Parking Lot Entrance in existing free 1-hour parking spots. The site currently has five parking spots, one of them is designated ADA accessible. The four free 1-hour parking spots will become EV charge parking spots. The ADA accessible spot will remain unchanged. Amenities nearby include shops, restaurants, and easy access to the Teton Village Commons and the base of Jackson Hole Mountain Resort. The Teton Village Commons offers an outdoor playground with a large outdoor area offering tables and chairs, a pop jet play area, as well as shade structures in the summer and an Ice Rink in the winter. Public restrooms are a short walk away under the Aerial Tram. Wi-Fi is available in most restaurants. The charge stations will be available to the public on a first come, first-served basis. There is no fee to enter or exit the parking area. The charge stations will include retractable cords to reduce the risk of tripping. The area itself is accessed with right hand turns to get in. During the winter months, the area is plowed clear of snow. Wiring and a transformer will need to be installed to support DCFC.

1.3 Safety Considerations: See Project Merit Criteria Section 1. Criterion #1 Safety for a discussion of general safety considerations. Site specific safety considerations are detailed above.

1.4 Americans with Disabilities Act (ADA) Compliance: Each individual project location will take ADA considerations into account during initial design and engineering phases to ensure compliance with ADA requirements.

2. Community-based Infrastructure

2.1 Growing Need and Ideal Conditions for Chargers

Regional commuting patterns, abundant renewably sourced electricity, growing individual preferences for EVs, and investments into multimodal transportation, affordable housing, sustainability tourism, and environmental protection make the Jackson-Teton-Yellowstone region an ideal candidate for EV charger infrastructure buildout. Equitably deploying publicly available EV charging infrastructure at businesses, workplaces, affordable housing, park and recreation destinations, and multimodal transportation hubs will leverage ongoing investments and policy changes to fill current and projected gaps in demand and access.

2.1.1 Commuters: The concentration of employment opportunities within the Town, combined with a severe shortage of affordable housing, forces many workers, especially those working lower wage jobs, to live outside of Town in less expensive communities and commute in for work. Star Valley, a collection of small communities 55 miles south of Jackson, is home to many county commuters, who drive over an hour north up state highways 89 and 191 to reach the Town. Neighboring Teton County, Idaho also houses many regional workers, who travel an hour east through the busy and often congested Teton pass to reach the Town. Despite growing investments into public transportation commuting options, nearly all these trips are made with personal Internal Combustion Engine (ICE) vehicles. Installing chargers within Town and at major transit connection hubs is a key step in converting these trips to EV trips, as these long, predictable commutes allow for extended charging sessions during employee working hours.

2.1.2 Energy: Lower Valley Energy (LVE), the utility serving the Town of Jackson, buys its power from the Bonneville Power Administration (BPA), which produces some of the cleanest and cheapest electricity in the nation. LVE obtains most of its renewable energy from the Horse Butte Wind farm and two low-impact hydro facilities at Strawberry Creek and Swift Creek, selling over [74 million kWhs](#) of 100% green energy in 2021. Through its Green Power Program, LVE charges 6.8 cents per kWh for 100% renewably generated electricity, going above and beyond the clean energy mix it purchases from BPA. The U.S. average across all energy generation sources is 12 cents per kWh. Cheap and abundant renewably generated electricity gives residents, visitors, businesses, and government entities the opportunity to greatly reduce greenhouse gas emissions while also saving on fuel costs through EV adoption. The Town of Jackson, Teton County, the Jackson Hole Airport, and Jackson Hole Mountain Resort at Teton Village exclusively purchase 100% Green Power along with other businesses and residents. All EV charging on their properties will support renewable energy projects.

2.1.3 Demand: The number of registered electric vehicles in the Town of Jackson has outpaced adoption at the national level, with demand for EV charging expected to grow exponentially in the coming years. According to Yellowstone-Teton Clean Cities, at recent growth rates, there will be 3,500 EVs registered in Teton County by 2030, with additional growth among regional travelers as EV range and highway charging infrastructure increases, for a total projection of 3,719. To support this level of EV growth, Teton County will need approximately 330 public Level 2 ports and 40 public DC fast charging ports. Currently, there are a total of 39 Level 2 charging

ports and 10 DC charging ports in Teton County. Many of these stations are not publicly accessible, either because they are tied to lodging or are specifically for Teslas. Only a handful are considered workplace charging, where an employee can charge during their working hours, and there are no Level 2 charging stations currently available at multi-unit dwellings. The lack of existing chargers and growing demand necessitates investment in publicly accessible charging infrastructure to ensure that all users have easy access to EV charging.

2.1.4 EV Ordinance: In January 2023, the Jackson Town Council approved the electric vehicle charging supply equipment (EVSE) Land Development Regulation (LDR) amendment to require charging infrastructure and electric vehicle charging station “ready” spaces to support electric vehicle charging stations at newly constructed workplaces, multi-unit dwellings, and residential locations. This significant step builds on broader community development initiatives aimed at tackling the climate crisis and enhancing livability for all, which include investments into multi-modal transportation, higher-density workforce and affordable housing, and protecting natural habitats for recreational tourism and ecosystem health.

2.2 Deployment of Publicly Available EV Charging Infrastructure: The project leverages the following recent and ongoing regional investments to provide public access to chargers at a variety of locations, meeting the needs of all community members including affordable and workforce housing residents, Town and County employees, regional commuters, visitors, and recreational users. While project locations are organized by their primary user group, all users will have equal access to these charging units in accordance with program requirements.

2.2.1 Housing: Amidst the region’s housing affordability and availability crisis, leadership has invested in new workforce and affordable housing developments in Jackson to provide critical missing middle housing. EV chargers installed through this project will serve restricted housing units at 445 E Kelly, 525 E Hall, 560 E Hall, and the Redmond Street Rentals, with additional affordable housing set for construction around the Teton County Library.

2.2.2 Multimodal Transportation: High housing costs and the concentration of employment opportunities within the Town of Jackson create significant regional commuter travel patterns, with 40% of the local workforce commuting in from neighboring communities. Installing chargers at the free, public Stilson and Home Ranch lots will serve regional commuters and enhance connections to multimodal transportation options through the START Bus and Pathways trail systems.

2.2.3 Workforce: Town, County, and retail, service, and hospitality employees will benefit from new charging infrastructure in and around downtown Jackson near their places of employment. The Town and County will install EV charging stations at public buildings, making them available to both visitors and employees. Stations in the national parks will support staff in addition to visitors.

2.2.4 Parks and Recreation: Placing chargers at Phil Baux Park, Miller Park and Mike Yokel Park will benefit local park goers. Chargers at two National Parks will primarily benefit tourists, who make up about 95% of park visitation, supporting the regional economy.

3. Funding and Activities

3.1 Funding Categories

Category	\$ Total	% of Total Project Budget
Grant administration	\$111,960	1.62%
Charger installation costs	\$6,097,000	88.58%
Electrical infrastructure costs	\$494,000	7.18%
Educational campaign	\$180,000	2.62%

3.2 Scalability: While the project has been developed with the goal of building an integrated regional EV charging system serving all major user groups, each project location is capable of standing on its own in the event that funding is insufficient to cover all project locations. In other words, installing chargers at one of the Town’s park locations is not dependent on installing chargers at any other Town location, so these two project components do not need to share the same funding and construction timeline. In the event of insufficient funding, the project team would elect to reduce the number of chargers at select locations, rather than reduce the number of project locations themselves, as the extensive list of project locations is necessary to overcome the long travel distances of this rural region.

However, long-term success of this EV charging expansion initiative will depend on installing enough chargers at enough locations for enough user groups to accelerate the transition to EVs and realize the full mobility and sustainability benefits of electrification. Securing funding for all project locations, chargers, and electrical infrastructure with a single award will allow the project team to leverage economies of scale and knowledge sharing to more cost and time efficiently build out the EV charging network.

3.3 Payment Methods: Teton County is working on an Emerging Mobility Action Plan that will include review of Mobility-as-a-Service concepts such as integrated universal payment. The recommendations from that work will inform station procurement and standard operating and maintenance procedures to enable broad station information, access, and payment.

Otherwise, all location partners will work individually with their charger vendor to ensure all chargers are equipped with a variety of payment methods, in compliance with NEVI requirements. Chargers will be equipped with contactless payment methods that accept major credit and debit cards and accept payment through either an automated toll-free phone number or a short message/messaging system. Payment methods will be accessible to persons with disabilities, not require a membership, not affect the power flow to vehicles, and provide access

for those that are limited English proficient. Existing networked chargers in the region will serve as a model for this charger expansion.

4. Additional Project Narrative Information – Focus Areas

4.1 Multi-Modal Hubs and Shared-Use Fleets and Services: Across all project locations, EV chargers will enhance access to alternative forms of transportation that meet the needs of all user groups, advancing the region’s goals to boost multimodal mobility, especially for its low- and moderate-income populations. Park, affordable housing, and transit hub locations funded by this investment will enhance connections to and promote further investment in the region’s ample multimodal and active transportation assets. Chargers installed at the Jackson Hole Airport will serve rental vehicles, taxis, car share, and ride share vehicles, helping to curb ground transportation emissions created by the movement of passengers to and from the airport. Project locations in and around downtown Jackson will enhance connections to the regional Pathways and START Bus systems, boosting microtransit and micro mobility by encouraging users to leave their cars and take advantage of public transportation and Jackson’s walkable downtown. Locations at Teton Village and throughout Teton County will similarly enhance alternatives to personal vehicle usage by incentivizing drivers to park vehicles at offsite charging locations and take advantage of bus, bike, and walking infrastructure for last mile trips.

4.2 Rural Area Charging and Fueling Solutions: Teton County, population 23,575, is like many rural communities in that it faces the challenge of efficiently and sustainably connecting a small, dispersed population to goods, services, and employment opportunities. The Town of Jackson is home to most of the region’s retail, hospitality, and services businesses which provide employment for Teton residents and drive the economic growth of the region. Due to high costs and a lack of availability of housing in and around Town, the lower-wage workers filling these jobs must commute from neighboring, low-density population centers. Personal vehicle usage remains the main mode of transportation, nearly all of which are ICE vehicles, leading to the high percentage of greenhouse gas emissions coming from the ground transportation sector. This is not unique to Teton, as EV proliferation in rural communities [lags far behind urban communities](#), driven in part by the combination of long distances between destinations, cheap fuel, and a lack of charging availability.

To combat the negative environmental impacts of personal ICE vehicle driving while ensuring county residents can continue to access employment opportunities in Town, regional leaders are working to accelerate the transition to EVs and expand multimodal transportation options. EV chargers at workplaces, transit centers, and affordable housing development are needed to promote mobility for commuters while mitigating negative climate impacts. This investment directly benefits the areas low- and moderate-income populations, who are burdened by high transportation costs due to the affordable housing shortage and the long commute distances of this rural county. Teton County intends for this project to serve as a model for other rural communities to follow as they balance the need to efficiently connect dispersed populations while addressing climate change.

Jackson-Teton-Yellowstone EV Charging Expansion Project

II. Budget Narrative

Administrative and Legal Expenses - \$111,960 (\$89,568 Federal and \$22,392 Match)

Yellowstone-Teton Clean Cities (YTCC): Alicia Cox, Executive Director of Yellowstone-Teton Clean Cities, will lead administration of the grant on behalf of the lead applicant, the Town of Jackson. Alicia has extensive expertise in grant administration, program management, EV charger installation, and community outreach. She facilitated the installation of the region's first electric vehicle ports in the region by securing and disbursing \$50,000 in electric vehicle charging station rebates, and proposed the recently adopted EVSE ordinance. As the project involves a significant number of chargers at a varied list of locations with several different owners, Alicia will dedicate a significant portion of her time to administrative project activities. YTCC requests approximately 1% of the total project cost for grant administration. YTCC will provide the 20% match as an in-kind contribution.

- Grant administration = \$63,360 (\$50,688 Federal and \$12,672 Match)

Teton County: Charlotte Frei, Regional Transportation Planning Administrator, will lead County contributions to the project and assist with grant administration on County-led portions of the project. Charlotte is leading the planning and facilitation process for creating the Regional Transportation Planning Organization, and works with START Bus and the Public Works departments to implement priority infrastructure projects. The County requests 10% of total County project costs for grant administration work, and will provide the 20% match.

- Grant administration = \$48,600 (\$38,880 Federal and \$9,720 Match)

Construction - \$6,591,000 (\$5,272,800 Federal and \$1,318,200 Match)

Town of Jackson - \$735,000 (\$588,000 Federal and \$147,000 Match)

The Town will provide the 20% match. Charger costs include the costs of the charging equipment, installation, and operations and maintenance costs (warranty and cloud service). Budget figures are based on a quote from ChargePoint, an EV charging services vendor. See the attachment "Vendor Quote". Note that all project sites still need to go through a competitive procurement process to finalize costs.

Chargers

- (12) dual-port Level 2 = \$20,000 per unit x 12 units = \$240,000 total cost
- (3) single-port Level 2 = \$15,000 per unit x 3 units = \$45,000 total cost
- (4) DCFC = \$100,000 per unit x 4 units = \$400,000 total cost

Electrical Infrastructure

- Installing a conduit and related electrical infrastructure at Miller Park, Phil Baux Park, Mike Yokel Park, and the Deloney Street parking lot= \$50,000

Teton County - \$486,000 (\$388,800 Federal and \$97,200 Match)

The County will provide the 20% match.

Chargers

- (At least 2) Level 2 stations at a County building with public access. At least 2 stations and supporting infrastructure will be installed plus associated operations and maintenance. Total cost = \$240,000

Electrical Infrastructure

- At the Stilson lot to install wire in the conduits, electrical panels, electrical building, LVE transformer and switch gear. This infrastructure will support 21 dual-port stations for a future installation project. Total cost = \$246,000

Teton County Library - \$252,000 (\$201,600 Federal and \$50,400 Match)

The Library will install needed electrical infrastructure to support 4 dual port chargers under this project, with the intention of installing additional chargers during a future project utilizing the electrical infrastructure installed in this project. Teton County Library will provide the 20% match.

Chargers

- (2) Level 2 = \$10,000 per unit x 4 units = \$40,000 total cost
- (2) DCFC = \$57,000 per unit x 2 units = \$114,000 total cost

Electrical Infrastructure

- Bring three-phase power and a transformer to the charger locations = \$98,000 total cost

Jackson Hole Airport - \$1,475,000 (\$1,180,000 Federal and \$295,000 Match)

Charger costs include the costs for construction activities and to procure and install chargers. Jackson Hole Airport will provide the 20% match.

Chargers

- (4) Level 2 = \$25,000 per unit x 4 units = \$100,000 total cost
- (9) DCFC = \$125,000 per unit x 8 units = \$1,125,000 total cost
- Initial engineering and design for charger placement = \$250,000 total cost

Yellowstone National Park (Xanterra) - \$71,000 (\$56,800 Federal and \$14,200 Match)

Yellowstone's energy provider, Northwestern Energy, has not identified any needs for electrical infrastructure upgrades to support these chargers. An in-house electrician will be doing the charger installation. Charger costs include the costs of the chargers themselves and installation. Xanterra will provide the 20% match as an in-kind contribution.

Chargers

- (10) Level 2 = \$7,100 per unit x 10 units = \$71,000 total cost

Yellowstone National Park (Yellowstone Park Service Station) - \$1,200,000 (\$960,000 Federal and \$240,000 Match)

DC fast chargers will be located at service stations throughout the park to provide travelers with critically needed fast charging as they make their way through the park. Costs are only for the chargers and installation, as no electrical infrastructure needs have been identified. Yellowstone Park Service Station will provide the 20% match.

Chargers

- (12) DCFC = \$100,000 per unit x 12 units = \$1,200,000 total cost

Grand Teton National Park - \$2,020,000 (\$1,616,000 Federal and \$404,000 Match)

Grand Teton Lodge Company will install chargers at its main travel hubs throughout the Park, with a combination of Level 2 and DCFCs to meet the needs of all travelers and the park's workforce. No need for electrical infrastructure upgrades has been identified. Costs for chargers cover the equipment and installation. Grand Teton Lodge Company will provide the 20% match.

Chargers

- (24) Level 2 = \$30,000 per unit x 24 units = \$720,000 total cost
- (13) DCFC = \$100,000 per unit x 13 units = \$1,300,000 total cost

Teton Village - \$352,000 (\$281,600 Federal and \$70,400 Match)

Costs include 4 dual port chargers, and electrical infrastructure upgrades to support the chargers. Teton Village Association Improvement and Service District will provide the 20% match.

Chargers

- (2) Level 2 = \$11,000 per unit x 2 units = \$22,000 total cost
- (2) DCFC = \$115,000 per unit x 2 units = \$230,000 total cost

Electrical Infrastructure

- Wiring and a transformer = \$100,000 total cost

Miscellaneous - \$180,000 (\$144,000 Federal and \$36,000 Match)

Electric Vehicle Experience Test Drive Program (see Project Merit Criteria section 3.2.2.): Costs to lease test drive vehicles for the 5 year project period. 20% match will be provided by Teton Conservation District.

- Lease for Chevy Bolt: \$6,000 per year x 5 years = \$30,000
- Lease for electric truck: \$12,000 per year x 5 years = \$60,000
- Supplies: Design and distribute educational and promotional materials such as posters, pamphlets, and flyers to promote the expanded test drive program. \$3,000 x 5 years = \$15,000

Advertising: Promoting the test drive program, charger installation, and related information through a robust media campaign to build community awareness of and support for EV adoption infrastructure. Channels include regular social media postings, local media coverage, radio, and newspaper. 20% match will be provided by Teton Conservation District.

- \$5,000 per year x 5 years = \$25,000 (\$20,000 Federal and \$5,000 Match)

Electric Vehicle Experience Program: Staff time to run the reservation system and test drive program, and do educational and promotional outreach. 20% matching funds will be provided by Teton Conservation District.

- \$10,000 per year x 5 years = \$50,000 (\$40,000 Federal and \$10,000 Match)

Total Cost: \$6,882,960

Federal Funding: \$5,506,368

Match Funding: \$1,376,592

Jackson-Teton EV Charging Expansion Project

III. Project Merit Criteria

1. Criterion #1 Safety

1.1 Positive Safety Benefits

1.1.1 Replacing ICE Vehicles with EVs: Expanding charging infrastructure will speed the transition to EVs, which are [generally safer than ICE vehicles](#). Increased weight and a lower center of gravity reduces rollover risks. The lack of a combustion engine, combined with advanced battery shielding and battery disconnection technologies, result in EVs having much lower fire risks compared to ICE vehicles. Instant torque and regenerative braking allow EV drivers to quickly respond to roadway hazards by rapidly speeding up or slowing down as necessary. Advanced driver assistance safety technology available in newer vehicles helps drivers avoid collisions. The transition to EVs will result in fewer and less severe traffic crashes, providing positive safety benefits for all roadway users and advancing [Objective 3. Safer Vehicles](#) of the National Roadway Safety Standards.

1.1.2 Boosting Multimodal Transportation: By enhancing EV-accessible connections to and efficiency of the region's growing network of multimodal transportation options, which include the START Bus and Pathways trail systems, the project will reduce dependency on personal vehicle trips and replace them with safer multimodal transportation options. [Research indicates](#) that transit trips are 10 times safer per mile than car trips, as they reduce traffic on roads to create safer conditions for all roadway users, and help to get unsafe drivers off the roads by giving them alternative ways to travel. These project benefits advance [Objective 1. Safer People](#) of the National Roadway Safety Standards.

1.2 No Negative Safety Impacts: All project locations will undergo extensive planning to ensure that charger installation does not present any safety hazards for any roadway user group. Because the chargers for this project will be new construction/installation and not retrofits, engineering staff will be able to integrate the Safety Through Design principles detailed below to mitigate safety risks at charger locations and ensure project activities will not create negative safety impacts. At this time, no potential negative safety impacts resulting from project activities have been identified. See Project Narrative Section 1.2 for more details about safety considerations at each project site.

1.3 Safety Through Design: The Town and County routinely develop and update transportation development plans to prioritize safety through design in all transportation infrastructure undertakings. These plans, highlighted in Project Merit Criteria Section C.VI, provide guidance tailored to Teton for integrating hazard analysis and risk assessment methods early in the design and engineering stages to mitigate injury and damage risks. To the extent applicable and possible, charger locations in this project will adhere to the following best practices for promoting safety for all roadway users at the design and engineering levels:

1.3.1 Physical Security Strategies:

- Keeping cables off of sidewalks/walkways to reduce tripping hazards
- Using retractable cables to reduce tripping hazards
- Adequate lighting at all times of day
- Siting and station design to ensure visibility for all ROW's connected to the lots
- Placing chargers along parking lot edges
- Installing/making use of existing bollards and other physical barriers
- Video surveillance
- Emergency call boxes
- Fire prevention
- Charger locks
- Strategies to prevent tampering and illegal surveillance of payment devices

1.3.2 Cybersecurity Strategies:

- User identity and access management
- Cryptographic agility and support of multiple PKIs
- Monitoring and detection
- Incident prevention and handling
- Configuration, vulnerability, and software update management
- Third-party cybersecurity testing and certification
- Continuity of operation when communication between the charger and charging network is disrupted.

A Safety Action Plan currently in development with DOT Safe Streets and Roads for All grant funding will produce further safety through design considerations for charger installation:

1.3.3 Safe Streets and Roads for All – Safety Action Plan: The Town and County jointly secured \$480,000 in FY2022 DOT Safe Streets and Roads for All Program funding to develop a Safety Action Plan. Through this plan development process, the project team will:

- Establish a public/private steering committee to oversee Action Plan development, implementation, and monitoring.
- Conduct an inclusive, representative, bilingual visioning/goal-setting workshop at times/locations conducive to participation from low/moderate-income communities.
- Identify low-cost, high-impact technologies/strategies to deploy on various facilities (e.g. shared facilities; challenging intersections).
- Deploy a Safe Systems approach for the entire (local, private, and WYDOT) roadway network within Town/County jurisdiction, examining various facilities (arterials, collectors, local roads).
- Identify and prioritize projects and strategies that reduce/eliminate transportation-related fatalities and serious injuries involving various road users, including by:
 - Assessing current guidelines/standards (e.g. bikeway; intersection) to prioritize transportation safety for all users.

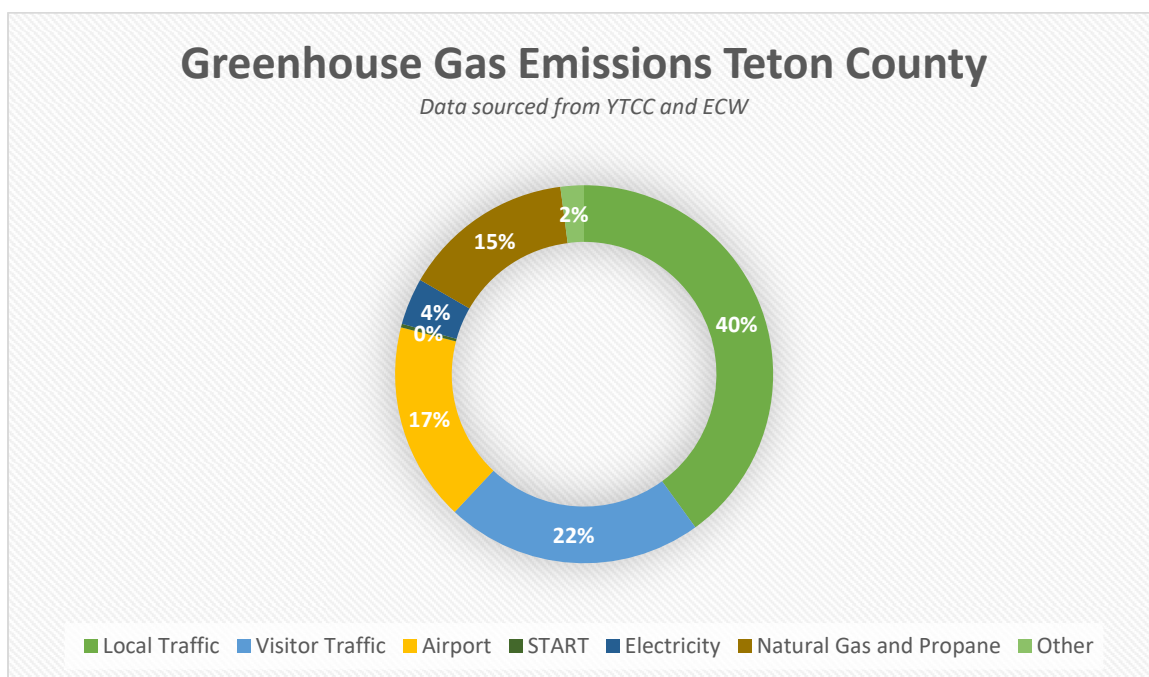
- Identifying appropriate policies, processes, guidelines, and standards for implementation.
 - Establishing key performance indicators (KPIs) for system safety.
 - Posting the Action Plan online for public accountability.
- Informed by the safety/equity analyses, coordinate with Town Council and County Commissioners to adopt a public commitment to Safe Streets and Roads for All Users, establishing ambitious accident reduction goals, setting a target date for eliminating fatalities, and noting accountability to the KPIs.

These planning activities will inform and work in conjunction with EV charger installation to promote roadway safety at the initial design and engineering levels, boosting safety outcomes and eliminating the need for costly retrofits. EV charger locations through this installation project will be shared with the Safety Action Plan project team to ensure project locations are meeting safety objectives. It is expected that the Safety Action Plan will produce preliminary findings ahead of the start of this charger installation project, allowing for sufficient time for those findings to inform safety considerations at charger locations. The Town and County will release a competitive RFP for completing the Safety Action Plan in August 2023 with the intent of having the Action Plan adopted by Teton County Commission and Jackson Town Council in May 2024.

2. Criterion #2 Climate Change, Resilience, and Sustainability

2.1 Significantly Reduce Greenhouse Gas Emissions in the Transportation Sector

2.1.1 Current Emissions: 64% of Teton County's greenhouse gas emissions come from ground transportation, significantly higher than the U.S. transportation emissions share of 27%. Nearly all of Teton's ground transportation emissions come from personal vehicle usage, with local traffic making up 40% of total emissions and visitor traffic accounting for 22% of total emissions. Local traffic produces 163,000 tons of CO₂ annually, with visitor traffic adding an additional 90,000 tons. Collectively, drivers burn over 25 million gallons of gasoline annually.



2.1.2 Projected Emissions Reduction Outcomes: Teton has enormous potential to significantly cut its overall greenhouse gas emissions by replacing ICE vehicle trips with EV, public transportation, and active transportation trips. Using the AFLEET Emissions Reduction Tool, it is estimated that the 60 level 2 and 43 DCFC chargers installed through this project will produce the following emissions reduction outcomes:

	GHGs (short tons)	CO (lb)	NOx (lb)	PM10 (lb)	PM2.5 (lb)	VOC (lb)	SOx (lb)	Fuel Dispensed (fuel unit)	Fuel Unit
AFV Fueling Infrastructure									
Level 2 EVSE	328.6	3,254.2	92.0	7.7	6.8	293.2	1.2	360,000	kWh
DCFC EVSE	1,073.3	10,630.4	300.4	25.2	22.2	957.7	4.0	1,176,000	kWh
Hydrogen									kg
Propane									gal
CNG									GGE
LNG									gal
Fueling Infrastructure Total	1,401.9	13,884.6	392.3	32.9	29.0	1,250.8	5.3		

2.2 Climate Resiliency

2.2.1 Evidence-based Climate Resilience Measures or Features: The project incorporates resiliency design features to mitigate the risks of climate-related disruptions and damages. Teton’s top climate risks are wildfires and flooding.

2.2.1.1 Energy Grid: While Teton’s energy grid has historically been very stable with few prolonged outages, [increasing frequency and severity](#) of extreme weather events, floods, and wildfires do pose a threat to the energy grid underpinning the EV charging network. Evidence-based resilience measures of the project aimed at countering these risks include [off-peak charging and vehicle-to-grid \(V2G\) charging](#). Off-peak charging helps to reduce strains to the energy grid during times of increase demand, lessening the risks of power outages and boosting overall resiliency. Vehicles and charging stations are equipped with the ability to throttle charging and schedule charging for off-peak times to support energy grid resiliency. Vehicle to grid technology is software installed on chargers that assesses current energy conditions and draws energy from connected vehicles to feed back into the power grid during peak load times, reducing the chances of outages. Vehicle-to-grid technology supports grid resiliency by reducing the difference between peak and valley load times. The project team will work with its private design and installation partners to assess the viability of installing this software on project chargers, as applicable to NEVI requirements. On a broader level, LVE’s diverse mix of energy sources, including a sizable portion of hydroelectricity, helps to boost resiliency of the energy grid even as demand for electricity grows with this EV charging investment project.

2.2.1.2 Evacuation Routes: Wildfires and flooding of the Snake River pose additional threats to physical infrastructure and human safety. EV chargers support safe evacuation during emergency events by increasing charging capacity for EV owners who would rely on their vehicles to evacuate the area, reducing competition for this currently scarce resource.

2.2.2 Federal Flood Risk Mitigation Standard: Teton is subject to flooding concerns due to the Snake River. See the attached “Climate Risks Maps” for a visualization of areas at high flooding risk throughout the County. To boost flood resiliency, the project adheres to Federal Flood Risk Mitigation Standards requiring that agencies “determine specific federal building or project dimensions – that is, how high and how wide and how expansive a building or project should be – in order to manage and mitigate any current or potential flood risks.” This project will not locate any federally funded EV chargers within high flood risk areas as identified using [FEMA's National Flood Hazard Layer \(NFHL\) Viewer](#) and the [500-year floodplain approach](#), meeting the guidance of the Federal Flood Risk Mitigation Standard.

2.3 Planning Considerations: Climate change, resilience, and environmental justice are foundational considerations of the project, informing all activities from initial planning and design to final construction and installation. Climate considerations are discussed in detail in Sections 2.1 and 2.2 above. Resiliency elements of the project are detailed in Section 2.2 and environmental justice is discussed below in section 2.4.4 Disadvantaged Communities.

2.4 Avoiding Adverse Environmental Impacts

2.4.1 Air and Water Quality: The project does not pose adverse impacts to air and water quality; rather, by accelerating the transition from ICE vehicles to EVs, public transportation, and active transportation, the project will reduce toxic tailpipe emissions produced by combustion engines. Gasoline and diesel powered vehicles emit significant amounts of carbon monoxide, carbon dioxide, methane, nitrous oxide, volatile organic compounds, and particulate matter. These tailpipe emissions are destructive to human and environmental health, contributing to chronic respiratory and cardiovascular conditions and cancer risk. Additionally, [gasoline burning produces](#) dioxins, furans, mercury, and other heavy metals which can settle to the ground and wash into waterways, bioaccumulating in animals and directly [harming water quality](#). EVs do not produce any tailpipe emissions, representing a strong tool to curb the release of fossil fuel byproducts negatively impacting Teton's air and water quality.

[Preliminary research](#) indicates that EVs produce comparable levels of non-tail pipe emissions to ICE vehicles. Tire wear, braking, and road wear produce particulate matter harmful to human and environmental health, with EVs and ICE vehicles producing similar levels of these toxins. Thus, the transition to EVs through this project will not increase the adverse impacts of non-tail pipe emissions, which include cancer risk and poor respiratory and cardiovascular health.

2.4.2 Wetlands: Using the [National Wetlands Inventory](#) from US Fish and Wildlife, the project team is able to identify wetland areas to avoid negatively impacting these sensitive habitats through project activities. No project activities will be conducted on or within 30 feet of wetland habitats, adhering to Teton County's strict [Waterbody and Wetland Buffers regulations](#) which require a 30 foot setback from wetlands for development activities, ensuring that the project does not pose adverse impacts to wetlands.

2.4.3 Endangered Species: Using the [Information for Planning and Consultation \(IPaC\) tool](#) from US Fish and Wildlife, the project team generated a report of endangered species and their migratory patterns within Teton County that could be impacted by the project. Project activities will only be conducted in populated areas that have already been developed, avoiding adverse impacts to endangered species. The project team will consult with the Wyoming Ecological Services Field Office as needed to ensure project activities do not introduce adverse impacts to endangered species.

2.4.4 Disadvantaged Communities: Intense wealth disparities, high costs of living, and a large minority population combine to form a sizable, disadvantaged population spread throughout Teton County. While Teton's population is too low and geographically dispersed for these disadvantaged communities to appear in broader data sets, the on the ground reality is that many County residents are severely burdened by high costs of living and disproportionately impacted by climate change and pollution. Teton County has extreme wealth disparities, with luxury second (or third or fourth) homeownership driving up costs of living in a hospitality and tourism economy supported by low-wage workers who struggle to make ends meet. Teton's median household income is \$87,053, while its mean household income is \$141,605, indicating that a small number

of very high earning individuals are skewing the income distribution. According to the 2016-2021 American Community Survey (ACS), 31% of Jackson households make under \$50,000 a year, while in 2022, the median single family home sale in Jackson was \$2,912,500 and the median sale of a townhouse was \$1,116,500. Rent for a two-bedroom unit was \$2,932. The shortage of available and affordable housing for Teton's low- and moderate-income earners significantly raises costs of living and burdens workers with longer, more expensive work commutes. Teton also has a large Hispanic/Latino population which disproportionately makes up the county's low-and moderate-income population.

2.4.4.1. Costs of Vehicle Ownership: Transition to EVs could help to reduce the cost of living for Jackson area residents. According to a study from the U.S. Department of Energy's National Renewable Energy Laboratory and the Idaho National Laboratory, EV owners can save as much as \$14,500 on fuel costs by owning an electric car for 15 years. Further, installing EV chargers in publicly accessible, free parking lots will make EV ownership more feasible for low- and moderate-income residents, who can drive shorter distances to parking lots that serve multimodal, affordable transportation options.

2.4.4.2 Climate Change: Lacking the income to comprehensively meet every day needs, Teton's disadvantaged low wage workers are disproportionately vulnerable to the County's flooding and wildfire risks exacerbated by climate change. By equitably distributing publicly accessible EV chargers near workplaces, public parks and buildings, and public transportation hubs, the project aims to promote affordable transportation for the low-wage workers who make up the majority of regional commuters. Charging infrastructure will enhance the ability of disadvantaged residents spread throughout the county to reach emergency shelter or evacuation routes in the event of a flood or wildfire.

2.4.4.3 Pollution: Teton County's low-income and minority populations are disproportionately impacted by ozone pollution, air pollution, noise pollution, and climate change. EPA's [EJScreen tool](#) highlights census block groups with the highest intersection of low-income populations, people of color, and a given environmental indicator. EJScreen indicates that four block groups in and around Jackson, comprising nearly a quarter of the county's total population, are in the 80th percentile for ozone exposure (see attachment "Disadvantaged Community Ozone Map".) Ground level ozone pollution is [detrimental to human health](#), contributing to chronic respiratory conditions including asthma, emphysema, and bronchitis. ICE vehicles are the main culprit of ozone emissions, releasing hydrocarbons and nitrogen oxides into the air that combine with sunlight to form ground level ozone pollution. The topography of Teton County, a valley surrounded by mountains, contributes to frequent temperature inversions that trap pollution on the valley floor, leading to disproportionately high air pollution levels when compared to communities of similar size. The project directly addresses this environmental justice concern by installing new EV charging infrastructure to accelerate the transition away from ozone-producing ICE vehicles to EVs, reducing the disproportionate burden faced by Teton's low income and minority populations. Further, EVs – which are generally quieter than ICE vehicles - may help to reduce noise pollution for low- and moderate-income residents who live closer to busier roads.

3. Criterion #3 Equity, Community Engagement, and Justice

3.1 Equity Analysis: The Project will include Equity Analyses both during the planning stages and after installation of chargers has been completed to identify ongoing equity challenges and assess to what degree the project was able to mitigate those disparities. These reports will focus on how charging infrastructure can increase mobility for the County's low- and moderate-income residents, especially commuters. The report will also study to what degree the project is able to mitigate the pollution and climate resiliency concerns addressed above in Section 2. Climate Change, Resilience, and Sustainability.

3.2 Public Engagement

3.2.1 Completed Engagement Efforts: Previous workshop events with community members inform much of the activities and locations proposed. On September 28th, 2022, Yellowstone-Teton Clean Cities (YTCC), Teton County and the Town of Jackson convened a community electric vehicle charging station workshop. The meeting was developed to strategically plan for electric vehicle charging station deployment in the Town of Jackson and Teton County. In support of EV proliferation, YTCC continues to offer its [Electric Vehicle Experience program](#) offering free test-drives of an electric vehicle to educate the community about the technology and help potential buyers determine if an EV can fit their needs. The highly popular program is helping to encourage purchases of EVs over ICE vehicles for vehicle purchasers and solicit feedback about common barriers to EV adoption posed by community members. In the two years the program has been offered, 92% of participants only had access to try an electric vehicle due to this program, meaning that it has and will continue to play an important role in accelerating the EV transition.

3.2.2 Planned Engagement Efforts: The project team will continue to conduct community outreach events to solicit input on charger needs, location preferences, and on the ground knowledge to best inform selection and installation for charger locations yet to be finalized. The project team will hold multiple public meetings with ample notice given to inform the community of project activities and solicit input. Community members will also be able to provide input to the project team through email and phone channels, with questions and comments aggregated into planning reports compiled ahead of charger location selection and installation, as applicable. Additionally, DOT funding will go towards expanding the existing Electric Vehicle (EV) Experience program, and conducting related marketing and educational activities.

3.2.2.1 Public Meeting #1: Planned for the 2nd quarter of 2025 to inform community members of the grant award, explain the project timeline and next steps, highlight ongoing planning processes, and solicit initial feedback.

3.2.2.2 Public Meeting #2: Planned for the 4th quarter of 2025 to hold a ribbon cutting for completed charger installations.

3.2.2.3 Electric Vehicle (EV) Experience Program: YTCC currently runs the program allowing Lower Valley Energy co-op members to test-drive an electric vehicle for free,

educating interested users about the technology and helping them to determine if an electric vehicle fits their daily driving needs. Drivers can join the free waiting list to reserve a time for their test drive of a Chevy Bolt, which they can drive for one to three days. This extended test drive helps to increase comfort in those who have never driven an EV, and allows them to try out free charging at the community's few existing chargers. A required pre and post survey provides valuable data on driver attitudes to inform rollout of the charging network. The program has proven to be very popular since it was rolled out in 2021, and will play a key role in easing concerns about EV's to accelerate adoption. Providing these free, extended test drives is a critical need, as dealerships in Jackson and surrounding areas seldom have electric vehicles on the lot available for test drives.

The Electric Vehicle (EV) Experience Program will be expanded upon and sustained for a five year period through this project, with funding for more education and promotional activities, as well as the lease of an electric pickup truck, a growing interest among test drivers in this rural region. The expanded test drive program will be complemented with an educational and promotional marketing campaign to further boost EV adoption, which will include physical marketing materials distribution as well as advertising through social media and local media outlets. Community outreach and advertising will focus on promoting the test drive program and the expansion of charging infrastructure through this project, and provide opportunities for project staff to answer common questions about EV ownership. See the Budget Narrative for more information about costs and funding.

3.3 Benefits

3.3.1 Affordable Transportation Options: EV charger expansion boosts affordability by:

- Leveraging the region's cheap and abundant clean energy through Lower Valley Energy. Teton County has the [highest gas prices](#) in the state of Wyoming, with those prices expected to [increase over time](#), while electricity prices remain relatively low and stable.
- Incentivizing the purchase of EVs, which have [lower costs of ownership](#) over their lifetime compared to ICE vehicles due to less maintenance needs.
- Enhancing connections to low-priced and free multimodal options including the START Bus system and the [Jackson Pathways system](#) of paved pedestrian and cyclist trails which connect the Town, Teton Village, and recreational destinations.

3.3.2 Improve Safety: See Section 1. Safety above.

3.3.3 Job Connections: New charging infrastructure increases affordable and more efficient transportation options for the region's large commuter population. Due to high costs of living within the Town of Jackson, commuters from greater Teton County, Star Valley, and neighboring Idaho must commute into the Town to access well-paying retail and hospitality jobs supported by the tourism industry. EV charging infrastructure complements affordable, multimodal commuter transportation options, including the START Bus system and Jackson Pathways

network, to better connect regional residents to high-quality employment opportunities. See Section 4. Workforce Development, Job Quality, and Wealth Creation below for more details on job connections.

3.3.4 Fight Climate Change: see Section 2. Climate Change, Resilience, and Sustainability above.

3.3.5 Improve Access to Resources and Quality of Life: By increasing transportation affordability, accessibility, and efficiency, enhancing connections to employment opportunities, fostering and promoting sustainability and climate resiliency, the project improves access to resources and boosts overall quality of life for residents and visitors.

3.4 Equity and Accessibility: Pedestrians, cyclists, transit riders, and vehicle drivers will equally benefit from the project. The project team has crafted a diverse list of project locations, charger counts, and charger types to ensure that all users have easy access to chargers that best serve their individual circumstances. As detailed in Project Narrative Section 1.2 Project Locations, all project locations will be available to the public without restrictions.

3.5 Unique Rural Challenges: see Project Narrative Section 4.2 for a discussion of how the project addresses rural challenges.

3.6 Integrated Land Use, Economic Development, and Transportation Planning: The project is included in and/or aligned with the following plans and projects focused on promoting transportation, affordable housing, and economic development objectives:

3.6.1 [Jackson-Teton County Comprehensive Plan](#): The plan, updated in 2020, is the primary land use, economic development, transportation, housing, and sustainability plan for the region. The plan lays out a set of integrated community priorities, and a set of achievable goals under each priority, to guide investment and track progress. EV charger expansion advances the following priorities/goals:

- Chapter 2. Climate Sustainability
 - Policy 2.1.c: Increase local use and generation of renewable energy
 - Policy 2.2.a: Enhance suitable locations as Complete Neighborhoods
 - Policy 2.3.a: Meet future transportation demand through the use of alternative modes
 - Policy 2.3.b: Create a safe, efficient, interconnected multimodal transportation network
- Chapter 4. Town as the Heart of the Region
 - Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing
 - Policy 4.1.d: Maintain Jackson as the economic center of the region
- Chapter 5. Local Workforce Housing
 - Policy 5.2.c: Provide workforce housing solutions locally
 - Policy 5.3.c: Create workforce housing to address remaining shortages
- Chapter 6. A Diverse and Balanced Economy

- Policy 6.1.b: Promote eco-tourism
- Policy 6.1.c: Establish an identity as a “green” community
- Chapter 7. Multimodal Transportation
 - Policy 7.1.a: Increase the capacity for walking, biking, carpooling and riding transit
 - Policy 7.1.c: Interconnect all modes of transportation
 - Policy 7.3.c: Establish a regional transportation strategy
 -

3.6.2 [Integrated Transportation Plan \(ITP\)](#): Updated in 2020, the ITP uses a metrics-based approach to provide a detailed strategy, including an implementation plan, for the Town and County to achieve the transportation objectives set forth in the Comprehensive Plan. This plan has been developed jointly by the Town of Jackson and Teton County and guided by the Transportation Advisory Committee (TAC). The “integrated” component of the plan references integration between multiple modes of travel instead of evaluating each mode in its own sphere, it also references integration between jurisdictions (Town, County, State, Federal) as well as the integration of land use and transportation. Priority projects in the plan include improving the efficiency of the Highway 22 corridor with HOV lanes and Bus Rapid Transit, and enhancing connectivity to the Pathways system to boost active transportation. EV chargers advance both priorities by locating new chargers at transit hubs and park spaces to connect people to more efficient and sustainable transportation options.

3.6.3 [Downtown Parking Management Plan](#): Completed in 2019, the plan includes an inventory and occupancy patterns study to assess current traffic conditions within downtown Jackson. The plan informs the locations chosen to install EV chargers through this project by identifying opportunities to reduce downtown congestion while meeting the occupancy needs of all users.

3.6.4 [Jackson Hole Transportation Study](#): Commissioned by the Jackson Hole Conservation Alliance, the 2022 study focuses on advancing demand management strategies to mitigate congestion concerns and enhance commuter mobility along the Highway 22/Teton Pass and Highway 191 corridors. The plan calls for the installation of an HOV lane on Highway 22 to help ease traffic congestion. A [new bill](#) allows local authorities to enforce an HOV lane. Installing HOV lanes would work in conjunction with EV charger and vehicle expansion to reduce congestion and emissions caused by single-occupancy ICE vehicle trips.

3.6.5 [Grand Teton Transportation and Visitor Movement Study](#): Provides detailed traveler mobility data within Grand Teton National Park, including traffic patterns at major park destinations. Data from the report was used to develop the list of charger locations for this project.

3.6.6 BUILD Grant – Teton Mobility Corridor Improvements: The Teton Mobility Corridor Improvements BUILD Grant Project will implement a series of multimodal improvement projects along the ID-33/WY-22 corridor between Driggs, Idaho and Jackson, Wyoming to enhance regional transportation access and efficiency. Among the 13 projects funded are the new Stilson Transit Center, which is included as a charger location under this project, new commuter and electric buses for the START Bus fleet, and pathways running from Wilson to the Snake River and

over Teton Pass. EV charger installation will play a key role in these regional commuter investments by providing first and last mile connections from multimodal transportation hubs.

4. Criterion #4 Workforce Development, Job Quality, and Wealth Creation

4.1 Create Good-paying Jobs: The many chargers installed through this project will provide robust employment opportunities at the construction, installation, and operation and maintenance phases. It is estimated that the project will create high-quality job opportunities throughout its life cycle, with these employment opportunities spread throughout the region. Project labor agreements will be used to ensure that 3rd party contracts brought on to the project will adhere to fair hiring and employment practices. By enhancing connections to workplaces in downtown Jackson, Teton Village, the airport, and National Parks, the project will also support the creation and retention of other jobs not directly related to project activities.

4.2 Workforce Development: The project team is reaching out to local workforce development and educational institutions to partner on training initiative to build a local EV charger workforce. Currently, Teton County relies on technicians to travel from Denver, Salt Lake City, or further to maintain or fix the stations in the region. Training technicians closer to Teton County will help to keep the system operational as buildout occurs, and would support high quality job opportunities for community members. Potential partners for this initiative include Wyoming Workforce Services, College of Eastern Idaho, Western Wyoming Community College, and Central Wyoming College.

4.3 Hiring and Workplace Culture: The project team aims to foster a welcoming work environment where all groups have an equal chance to participate and take advantage of high-quality job opportunities. Bilingual outreach in English and Spanish to current and potential employees will advance this goal.

4.4 Local Inclusive Economic Development: The project team will advance the objectives of the DBE program to the greatest extent possible by adhering to the standards set in 49 CFR Part 26 as applicable. Project partners will promote opportunities for Disadvantaged Business Enterprises (DBEs) to benefit from the contracts awarded for construction, operation, and maintenance contracts. Project partners will advertise the project with a preference for local DBEs. The bidding process will provide opportunities for minority-owned businesses to compete for the work.

5. Criterion #5 CFI Program Vision

5.1 Deployment: See Project Narrative Sections 1, 2, and 3 for a breakdown of how the project equitably expands the deployment of public EV charging infrastructure.

5.2 Focus Areas: See Project Narrative Section 4 for details on the multiple focus areas the project addresses.

Jackson-Teton EV Charging Expansion Project

IV. Project Readiness and Environmental Risk

1. Statement of Work

Project partners will construct EV charging stations at locations throughout the Teton region. These stations will be equipped with standard EV charging equipment, including socket outlets, plugs, cables, connectors and necessary AC-to-DC converters and associated connectors. All work will follow the “Design Recommendations for Accessible Electric Vehicle Charging Stations” per the U.S. Access Board (as well as other pertinent safety, design, and construction standards).

Aside from specific EV charging-related equipment and construction activities, each site will have to undergo varying levels of civil engineering site design which will likely require the services of licensed civil engineering professionals to develop appropriate construction plans and specifications (construction documents). Among other things, this may require boundary, topographic, and utility locating survey services. Geotechnical design may also be required to determine appropriate pavement and foundation parameters. Traffic and drainage at each site may require engineering design and production of applicable plans, specifications, and reports.

Construction at each site may require clearing, grubbing and excavation to develop rough grading as determined by site engineering plans. The contractor will need to develop and maintain appropriate management practices to address storm water runoff during construction activities to meet National Pollutant Discharge and Elimination System (NPDES) requirements. The contractor will need to tie new utilities, including electric, storm water, and fire protection lines, into existing off-site systems and facilities. Typical development activities may include: parking lot construction (including curb/gutter installation), pavement striping, permanent lighting fixture installation, EV charging station foundation construction (likely reinforced concrete), and construction of on-site retention/detention pond(s).

See Project Narrative Section 1.2 for a detailed breakdown of the scope of work at each project location. See also the attachment “Vendor Quote” for an example of considerations for charger installation that may pertain to each site.

2. Energy Sources and Needs

Lower Valley Energy (LVE) provides electricity service for the Jackson-Teton region, and has been engaged with the project to inform energy needs for charger installation at all project sites. Each Location Partner is individually coordinating with LVE to determine the energy capacity and equipment needs relevant to their sites. These considerations are further detailed in Project Narrative Section 1.2 Project Locations and the Budget Narrative. See the attachment “Letters of Commitment” for details on LVE’s work on identifying energy needs for the project.

3. Assessment of Real Property: N/A, all project sites are already owned by project applicants and partners.

4. Inclusion in Relevant Plans: See Project Merit Criteria Section 3.6 Integrated Land Use, Economic Development, and Transportation Planning for a discussion of the project's inclusion and alignment with relevant plans. If the project is funded, and as required, the STIP will be amended by the state of Wyoming to include the project.

5. Project Approvals: Any required approvals will be acquired by the project team well in advance of construction/installation activities. Project approvals are not anticipated to impact the project timeline.

6. Project Risks: No significant project risks are anticipated at this time. Chargers will be installed at existing parking lots at all locations, and installation may be subject to procurement or construction delays. However, because installation of chargers can occur independently at each project location, construction delays are not anticipated to pose a significant threat to achieving project objectives or meeting timeline goals.

7. Public Engagement: See Project Merit Criteria Section C.II Public Engagement for a discussion of completed and planned public engagement activities.

8. Disadvantaged Business Enterprise (DBE) Participation: The project team intends to advance the objectives of the DBE program to the greatest extent possible by adhering to the standards set in 49 CFR Part 26 as applicable. Relevant standards may include collecting and transmitting data, adhering to non-discrimination policies, policy statement requirements, payment method standards, and/or directory requirements. Project partners will promote opportunities for Disadvantaged Business Enterprises (DBEs) to benefit from the Charger Inventory plan, and from construction, operation, and maintenance contracts. Project partners will advertise the project with a preference for local DBEs. The bidding process will provide opportunities for minority-owned businesses to compete for the work.

9. Equity and Accessibility: see Project Merit Criteria Section 3.4 Equity and Accessibility for a discussion of equity and accessibility considerations and intended outcomes.

10. Timeline:

- January 2024: Grant contract
- January 2024 – March 2024: RFP for charger installation, electrical infrastructure work, and operations and maintenance (Town, Stilson Lot, Airport, Teton Village, Grand Teton, and Yellowstone locations)
- January 2024 – March 2024: RFP for NEPA consultant (if applicable)
- January 2024 – March 2024: Seek and secure project approvals as necessary.
- January 2024 – March 2024: start lease for electric truck for the Electric Vehicle Experience test drive program.
- May 2024: Safe Streets and Roads for All Safety Action Plan Completed

- May 2024: Public Meeting #1 – announcement of grant award and explanation of project activities and anticipated milestones
- May 2024 – September 2024: Preliminary design and engineering of project sites; ordering charger and electrical equipment.
- October 2024: completion of County Mobility Study
- January 2025 – March 2025: RFP for County charger location (based on results of Mobility Study)
- May 2025 – August 2025: Preliminary design and engineering of County project site; ordering charger and electrical equipment
- May 2025 – September 2025: Electrical infrastructure and charger installation (Town, Stilson Lot, Airport, Teton Village, Grand Teton, and Yellowstone locations)
- November 2025: Public Meeting #2 - ribbon cutting of EV chargers
- January 2026: first quarterly data submittal
- May 2026 – September 2026: Electrical infrastructure and charger installation at Teton County Site
- November 2026: first annual data submittal

11. NEVI Standards

The project adheres to all applicable [23 CFR Part 680 requirements](#):

11.1 Number of Charging Ports: The project adheres to the NEVI requirement that “any time charging stations are installed there is a required minimum of 4 ports, notwithstanding the type of port.” As detailed in Project Narrative Section 1., all project locations include the installation of at least 4 ports.

11.2 Connector Types: The project adheres to the NEVI requirement that “each DCFC port must have a Combined Charging System (CCS) Type 1 connectors. This final rule also allows DCFC charging ports to have other non-proprietary connectors so long as each DCFC charging port is capable of charging a CCS-compliant vehicle.” All DCFC equipment procured for charger installation will be required to meet these guidelines.

11.3 Power Level: NEVI requirements concerning power levels are not applicable to this project, as no chargers will be located along designated AFCs. Nonetheless, the project team will ensure that power levels are appropriate at each charging location.

11.4 Availability: The project adheres to the NEVI requirement that “charging stations not along AFCs and not intended to serve the users of designated AFCs must be available for use and accessible to the public at least as frequently as the business operating hours of the site host.” See Project Narrative Section 1.A Project Locations above for a discussion of charger availability at each site.

11.5 Payment Methods: The project adheres to the NEVI requirement that “charging stations must provide a contactless payment method that accepts major credit and debit cards and accept payment through either an automated toll-free phone number or a short message/messaging system (commonly abbreviated as SMS). Payment methods must be accessible to persons with disabilities, not require a membership, not affect the power flow to vehicles, and provide access for those that are limited English proficient.” See Project Narrative Section 3. Funding and Activities for a discussion of payment methods.

11.6 Equipment Certification: The project adheres to the NEVI requirement that “all equipment is appropriately certified and that all AC Level 2 chargers are ENERGY STAR certified.” All chargers procured during the competitive procurement process will be required to meet these guidelines.

11.7 Security: The project adheres to the NEVI requirement “to implement appropriate physical strategies for the location of the charging station and cybersecurity strategies that protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid.” See a summary of these strategies in Project merit Criteria Section A.III above.

11.8 Long-Term Stewardship: The project adheres to the NEVI requirement that “chargers are maintained in compliance with this regulation for a minimum of 5 years.” All chargers will adhere to the NEVI requirements for at least five years post installation.

11.9 Qualified Technician: The project adheres to the NEVI requirement that “the workforce installing, maintaining, and operating the chargers has appropriate licenses, certifications, and training. This final rule also requires that all electricians installing, operating, or maintaining EV supply equipment have a certification from the Electric Vehicle Infrastructure Training Program (EVITP) or graduation or a continuing education certificate from a registered apprenticeship program. Additionally, for projects that require more than one electrician, at least one electrician must be enrolled in an electrical registered apprenticeship program. This final rule also clarifies that non-electrical work must be performed in accordance with State requirements.” Only Qualified Technicians will be solicited in the competitive procurement process for charger installation, operation, and maintenance.

11.10 Customer Service: The project adheres to the NEVI requirement that “EV charging customers must have a mechanism to report issues with charging infrastructure. These reporting mechanisms must provide multilingual services and be compliant with the American with Disabilities Act of 1990.” Charging customers will be provided with a customer service phone number at all charging location to meet this requirement.

11.11 Customer Data Privacy: The project adheres to the NEVI requirement that “charging station operators only collect, process, and retain personal information strictly necessary to provide the charging service to a customer and take reasonable measures to safeguard customer data.” All contracted operators under this project will be required to adhere to these guidelines.

11.12 Use of Program Income: The project adheres to the NEVI requirement that “the use of income derived from the real property shall be used for Title 23, U.S.C., eligible projects and that the use of income derived from the operation of the EV charging facility shall be used for debt services, return on investment for private financing, improvement or maintenance of the EV charging station, payments under public-private partnerships, or other Title 23 purposes.”

11.13 Interoperability of EV Charging Infrastructure: The project adheres to the NEVI requirement for charger-to-EV communication (ISO standards), charger-to-charger-network communication (Open Charge Point Protocol), and charging-network-to-charging network communication (Open Charge Point Interface), as well as the requirement for chargers to be designed to securely switch charging network providers without any changes to hardware.

11.14 Traffic Control Devices or On-Premise Signs Acquired, Installed, or Operated: The project adheres to the NEVI requirement that “all traffic control devices must comply with part 655” and “on-property or on-premise advertising signs must comply with part 750.”

11.15 Data Submittal: The project will adhere to all NEVI data submittal requirements as applicable. This may include:

11.15.1 Quarterly Data Requirements: charging station identifier, charging port identifier, charging session start time, end time, and any error codes associated with an unsuccessful charging session by port, energy (kWh) dispensed to EVs per charging session by port, peak session power (kW) by port, payment method associated with each charging session, charging station port uptime, T_outage, and T_excluded calculated in accordance with the equation in § 680.116(b) for each of the previous 3 months, and duration of each outage)

11.15.2 Annual Data Requirements: maintenance and repair costs, private business participation in any State or local business opportunity certification programs.

11.15.3 One Time Data Submittal: N/A

11.15.4 Community Engagement Outcomes Report: N/A

11.16 Charging Network Connectivity of EV Charging Infrastructure: The project adheres to NEVI requirements for charger-to-charger-network communication, charging-network-to-charging-network communication, and charging-network-to-grid-communication, as well as the requirement that chargers must remain functional if communication with the charging network is temporarily disrupted.

11.17 Information on Publicly Available EV Charging Infrastructure Locations, Pricing, Real Time Availability, and Accessibility Through Mapping: The project adheres to NEVI requirements around locations, pricing, availability, and accessibility:

11.17.1 Communication of Price: price for charging will be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh, the price for charging displayed and communicated via the charging network will be the real-time price, the price at the start of the session will not change during the session, and the price structure including any other fees in addition to the price for electricity to charge will be clearly displayed and explained.

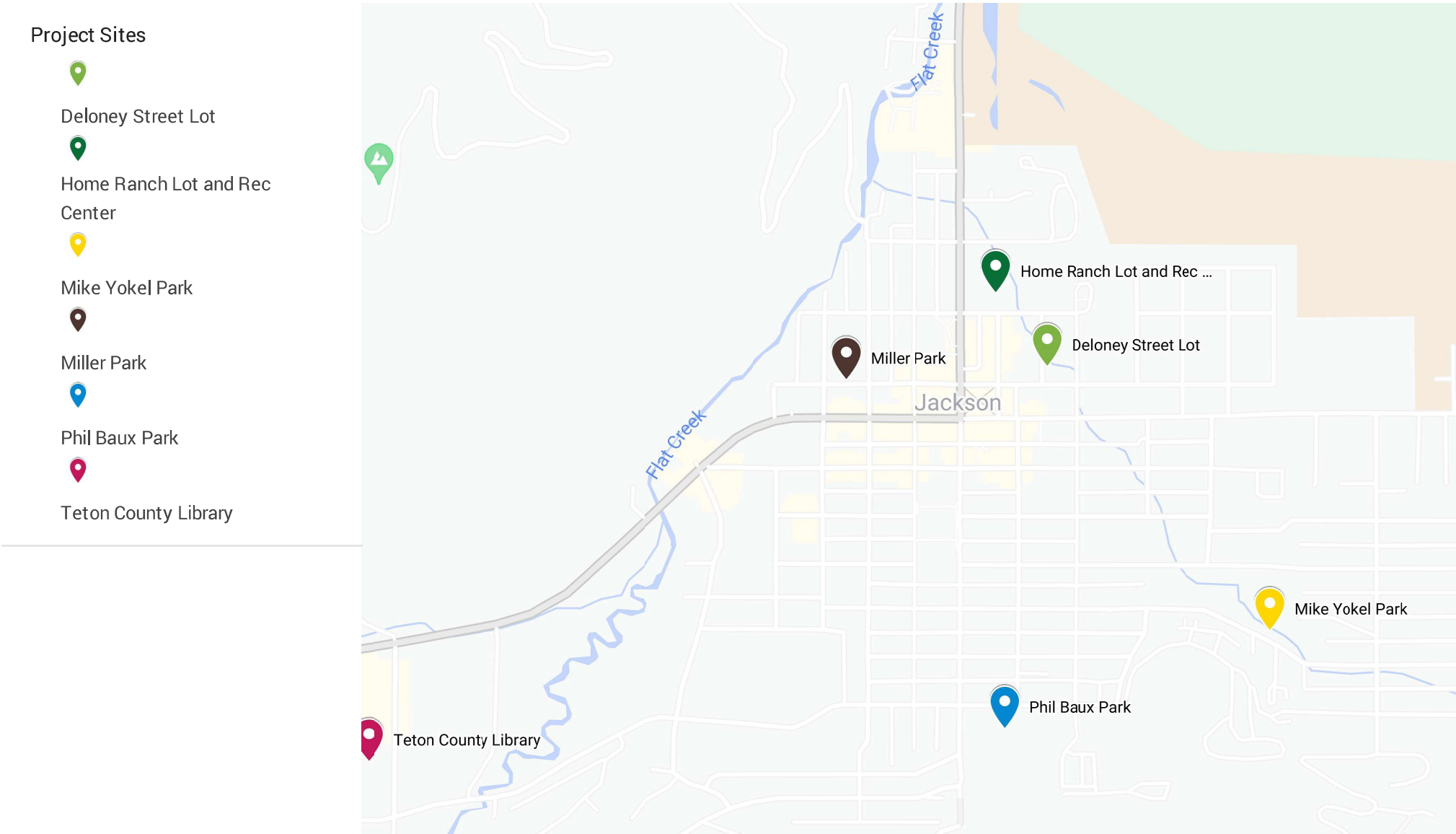
11.17.2 Minimum Uptime: each charging port will have an average annual uptime of greater than 97%.

11.17.3 Third-party Data Sharing: the following data fields will be made available, free of charge, to third-party software developers: unique charging station name or identifier, address of the property where the charging station is located, geographic coordinates in decimal degrees of exact charging station location, charging station operator name, charging network provider name, charging station status (operational, under construction, planned, or decommissioned), charging station access information, charging port information, pricing information.

11.18 Other Federal Requirements: As applicable, the project will adhere to all other federal requirements, which may include other United States Code statutes, Davis Bacon Federal wage rate requirements, ADA regulations, Title VI of the Civil Rights Act of 1964 requirements, Title VIII of the Civil Rights Act of 1968, Uniform Relocation Assistance and Real Property Acquisition Act, and/or National Environmental Policy Act of 1969.

11.19 Environmental Considerations: No NEPA considerations are anticipated at this time, as all project locations are projected to receive categorical exclusions. In the event that NEPA approvals or permits will be required for any project sites, those approvals/permits will be sought during the early design and engineering phases and will not delay construction timelines.

Town of Jackson Project Locations



Teton Village and Teton County Project Locations

Project Sites



Stilson Lot



Teton Village



Jackson Hole Airport Project Locations

Project Sites



FBO Terminal



Main Lot



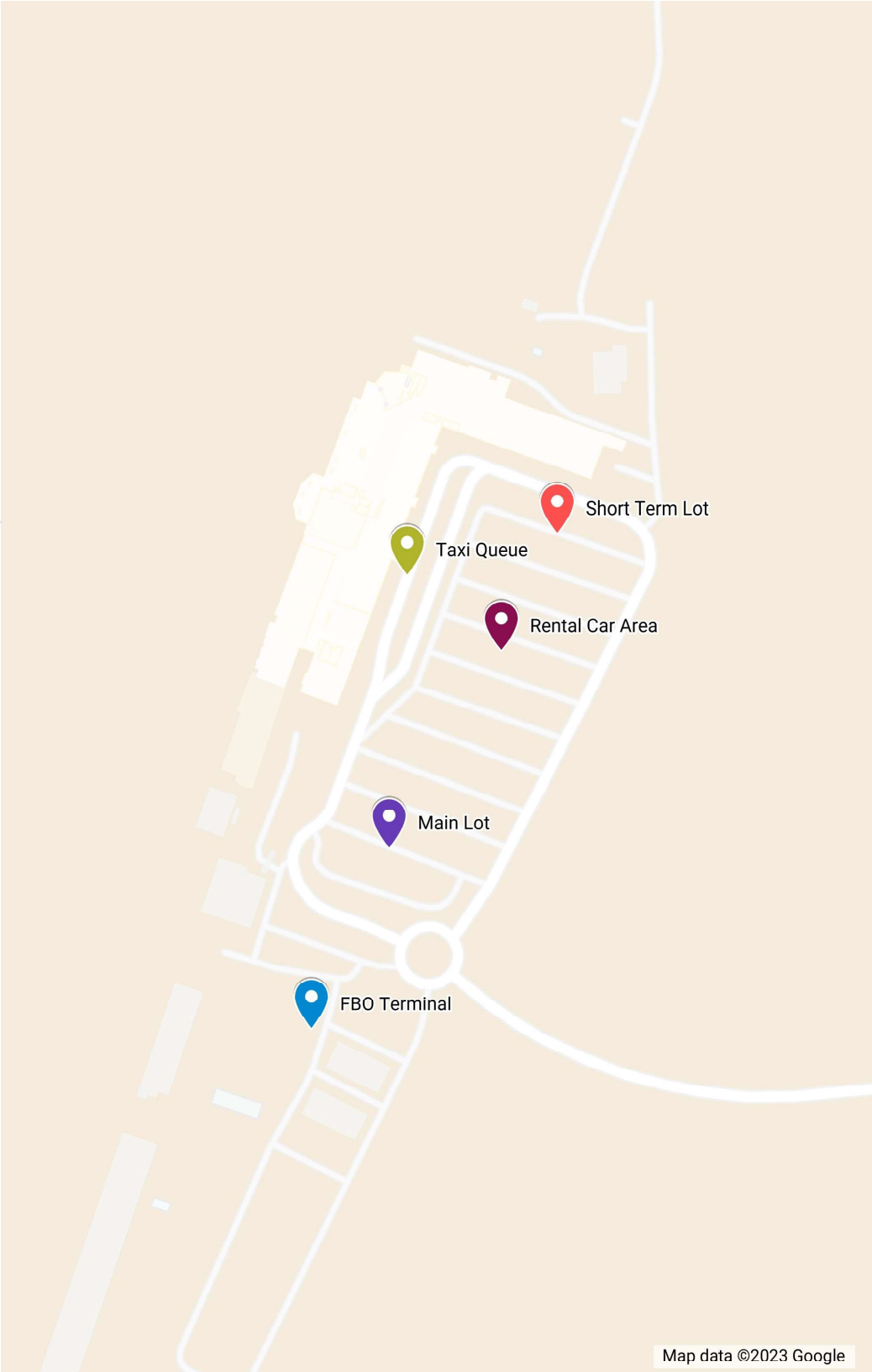
Rental Car Area



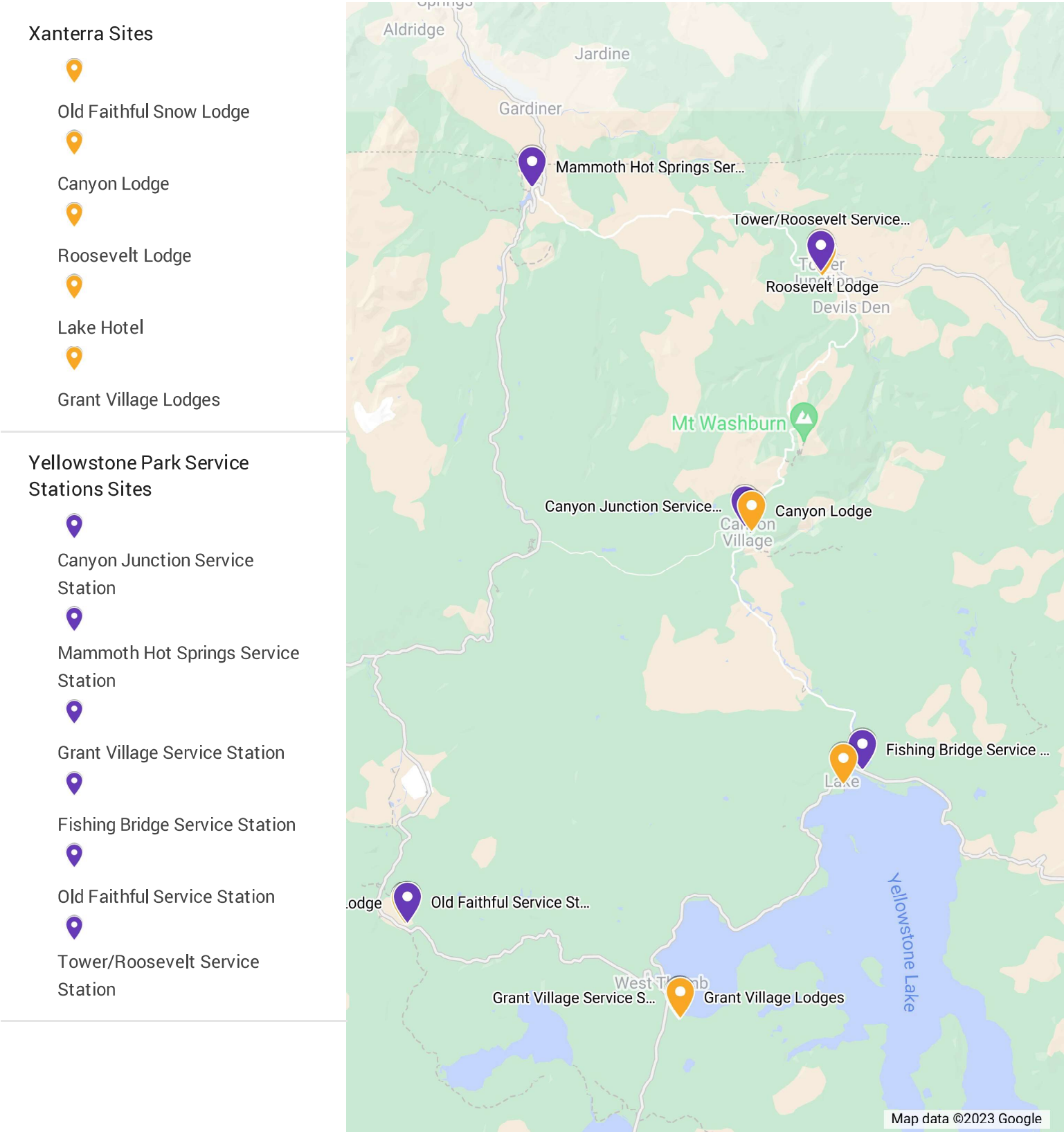
Short Term Lot



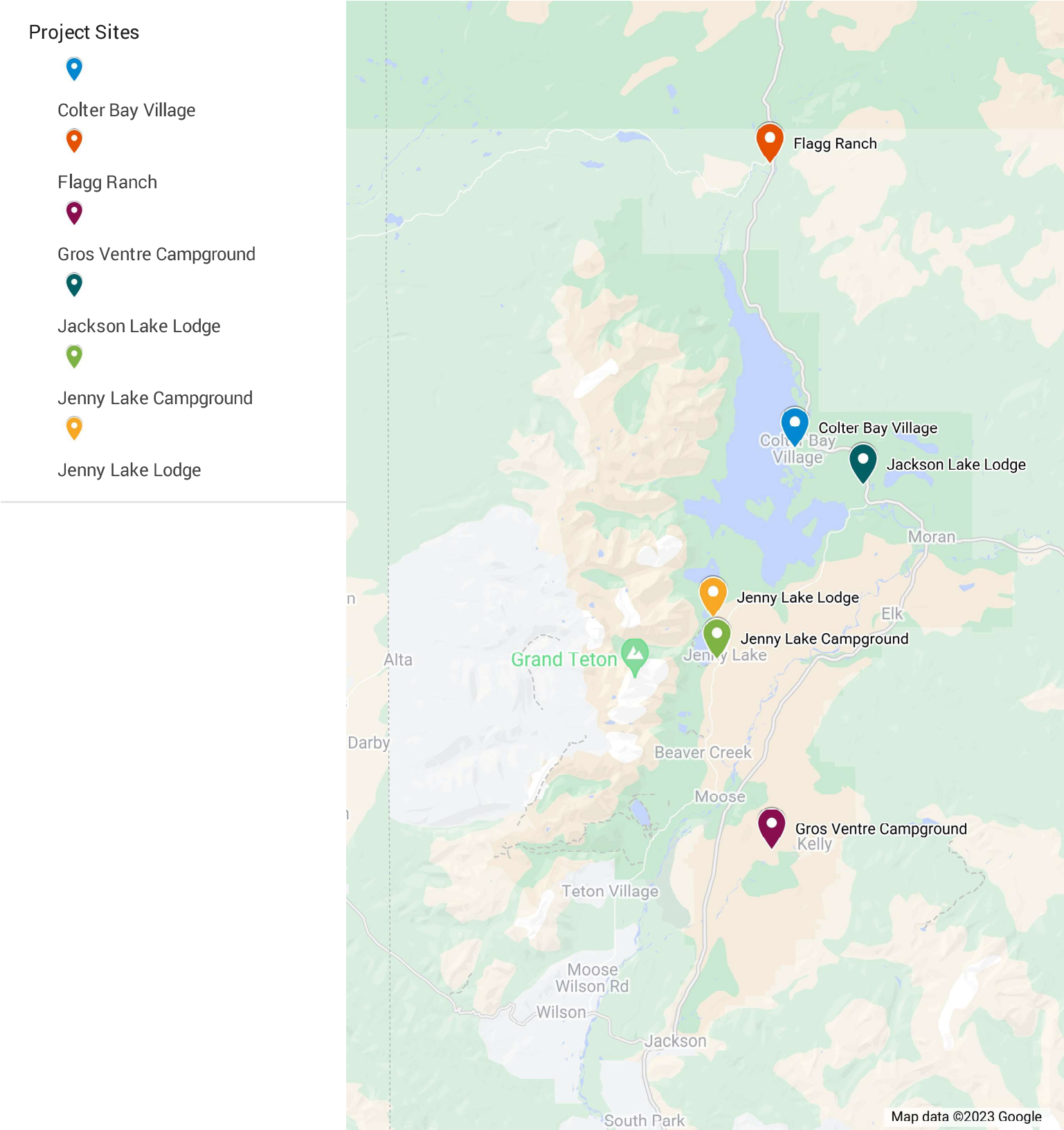
Taxi Queue



Yellowstone National Park Project Locations



Grand Teton National Park Project Locations



JACKSON HOLE

SUMMER TRAIL & PATHWAY SYSTEM



PHOTO BY LARRY HARMSEN



www.friendsofpathways.org 307-733-4534



HOW WE ROLL

ETIQUETTE FOR SHARING
OUR MULTIPLE
PATHWAYS

HOW TO SHARE PATHWAYS

- Be nice, say hi
- Keep right, pass left
- Ring your bell when passing
- Be pro, go slow
- Keep dogs on a short leash

HOW TO SHARE TRAILS

- Bikes yield to everyone
- Ride dirt, not mud
- Announce yourself before passing
- Dogs must be under control

TRAIL AND PATHWAY PARTNERS

Jackson Hole Community Pathways
307-732-8573

Grand Teton National Park
307-739-3399

Start Bike-Share
307-734-3560

Bridger-Teton National Forest
307-739-5400

Teton County/Jackson Parks
and Recreation 307-733-5056



FRIENDS OF PATHWAYS

Friends of Pathways promotes sustainable transportation and healthy recreation in Jackson Hole.

DONATE at friendsofpathways.org

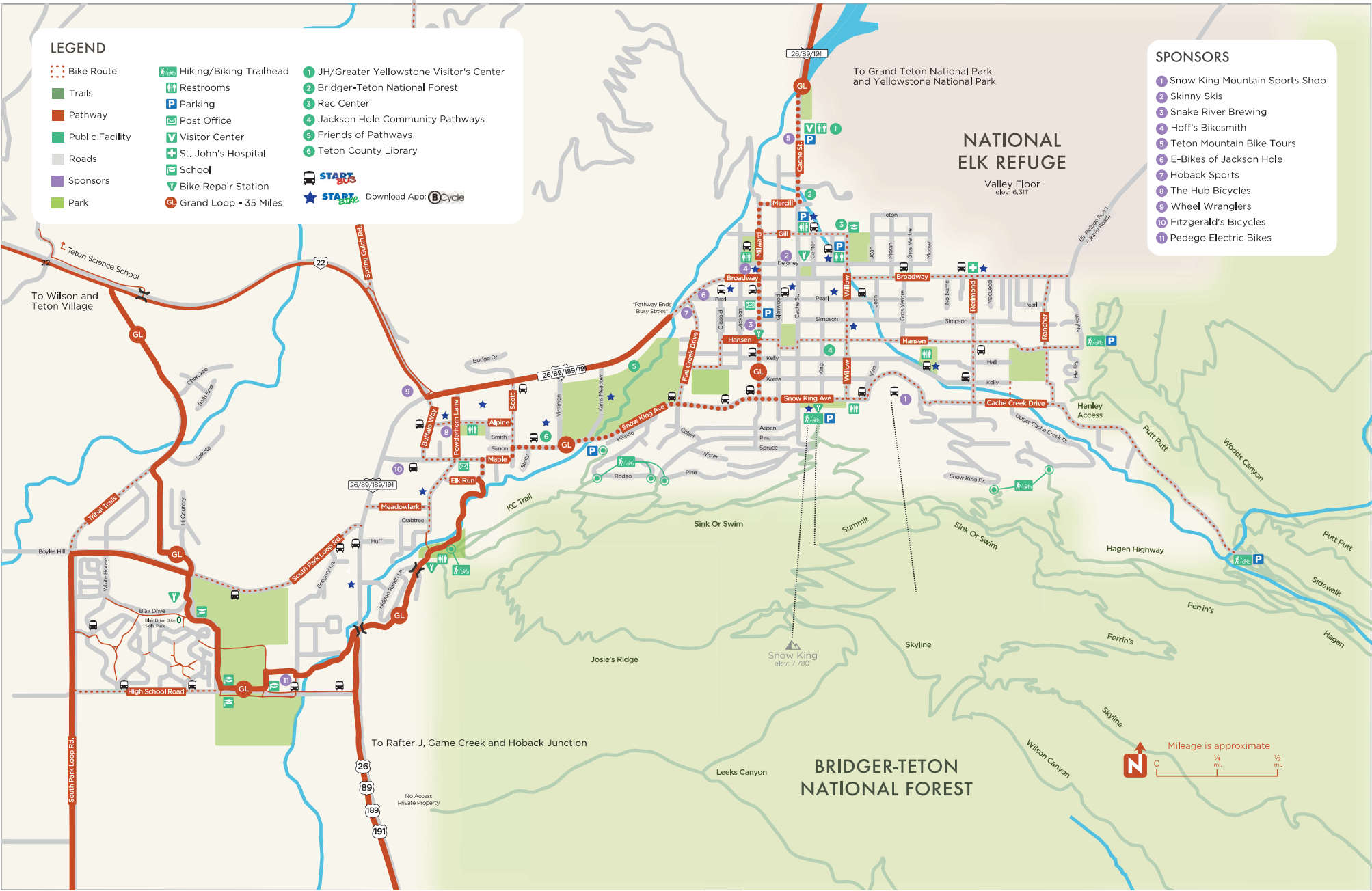
LEGEND

- Trails
 - Pathways
 - Roads
 - Bike Route
 - Gravel Road
 - Hiking/Biking Trailhead
 - START Start Bus Stop
 - START Start Bike Station
 - Bike Repair Station
 - Grand Loop - 35 Miles
 - Cache/Game Loop - 21 Miles
 - Phillip's Ridge Loop - 19 Miles
- 0 1/2 1 2 3
Mileage is approximate

SPONSORS

- Adventure Sports
- Teton Village Sports
- Jackson Hole Sports
- Wilson Backcountry





Alicia Cox

PO Box 2574 Jackson, WY 83001 • (810) 955-5811 • alicia@ytcleancities.com

EDUCATION

Miami University, Oxford, OH
Master of Environmental Science, August 2010

Central Michigan University, Mt. Pleasant, MI
Bachelor of Science, May 2006 Major: Biology

PROFESSIONAL EXPERIENCE

Yellowstone-Teton Clean Cities, Jackson, WY

Executive Director: March 2014-present

Program Manager: January 2011-March 2014

- Manage all aspects of Yellowstone-Teton Clean Cities, including administration, fundraising, programs and staff
- Research and write grants; successfully awarded and managed over \$1million in funding.
- Develop policy positions on local and state level fuel and transportation issues.
- Developed and coordinate the Green Fleets petroleum reduction consulting program.
- As a member of Transportation Energy Partners, advocate for federal policies supporting alternative fuel vehicle and infrastructure funding.
- Developed and launched the Electric Vehicle Accelerator Partner Program, which provides businesses and government a roadmap for advancing electric vehicles in their operations and among their staff.
- Developed the Electric Vehicle Ambassador Program to encourage and provide the resources for current electric vehicle owners to talk about electric vehicles among their friends and family and all of their spheres of influence.
- Developed and launched the Drive Electric Greater Yellowstone website, a consumer electric vehicle education website.
- Developed the Electric Vehicle Experience with Lower Valley Energy, allowing the rural co-ops members the opportunity to borrow an electric vehicle for 3 days.
- Developed Sustainability Series, a monthly community educational program in its 10th year.
- Facilitated the installation of 50 new electric vehicle ports in the region by securing and disbursing \$50,000 in electric vehicle charging station rebates.
- Team lead for the Teton County Climate Action Planning Transportation Committee.
- Conceptualize, plan and implement workshops and events.
- Manage Coalition budget of approximately \$200,000.00.

STRENGTHS

Non-Profit Management

Grant Writing

Grant Management

Educational Programing

Marketing

Faciliation

SKILLS

Proficient with Adobe Creative Suite

Experienced with environmental and greenhouse gas emission quantitative tools

Experienced in ROI and economic analysis

Experienced with Microsoft Excel and Wordpress

Public Policy outreach and engagement

Community outreach and engagement

- Manage organization communication strategies including website and social media.

Charlotte Frei

PO Box 7118
Jackson WY 83002
307-732-8498
cfrei@tetoncountywy.gov

Relevant Work Experience

- February 2022-Present **Regional Transportation Planning Administrator, Teton County, Jackson, Wyoming.**
- Leading the planning and facilitation process for creating Regional Transportation Planning Organization
 - Supporting START Bus, Pathways and Public Works departments to implement priority infrastructure projects
- February 2019-February 2022 **Transportation Engineer, CDM Smith, Chicago, Illinois.**
- Served as project manager or technical lead on 10 projects for clients including Illinois DOT, US DOE National Laboratory, City of Chicago, and other municipal and county departments on projects totaling \$2MM in Calendar Year (CY) 2020
 - Led pursuits resulting in \$600,000 revenue and assisted with wins totaling \$14MM in CY2020
 - Mentor and supervise 9 planning, engineering and environmental staff
 - Evaluate supply and demand parameters impacting electric vehicle charging program to recommend technology upgrades, capital investment and user pricing for large campus program serving 6,000 staff and guests
- Mar 2017-Oct 2018 **Director of Transit Research, DemandTrans Solutions Inc., Chicago, Illinois.**
- Worked with full-stack software developers to upgrade our technology to meet client needs within project scope and budget
 - Designed pilot program (including business rules, cost structure, technological and functional flows, and procurement documents) to provide an affordable same-day option for paratransit eligible customers; the pilot became a permanent offering in agency's portfolio
 - Advised clients on appropriate fleet size and service area size to meet performance metrics for services, and tracked performances of those services to recommend and execute adjustments over project life cycle
- Aug 2015-Mar 2017 **Transportation Engineer in Training, Wight & Company, Chicago, Illinois.**
- Analyzed, modeled and visualized dozens of disparate data files to report transit performance measures including reliability, crowding, bus bunching, and speed.

- Designed and simulated, in R and python, transit services (including demand-response, flexible route, fixed route, and first/last mile bus connections as well as rail schedule and junction operation) in order to make recommendations for improved mobility

Aug 2009– Aug 2015 **Graduate Research Assistant, Dr. Hani S. Mahmassani**, Northwestern University. Led technical projects and authored reports advising state and federal government clients regarding transit, travel behavior, systems engineering, and transportation policy.

Education

2011–2015 **Doctor of Philosophy in Transportation Systems Analysis & Planning**, Northwestern University, Evanston, IL, USA.

Dissertation: User-Driven Demand Adaptive Transit: Enhancing the user experience through flexible transit for low-density communities.

2009-2011 **Master of Science in Civil Engineering**, Northwestern University, Evanston, IL, USA.

Thesis explored in-vehicle activities by transit users and how time use impacts attitudes towards transit.

2005–2009 **Bachelor of Science in Civil Engineering**, The University of Texas at Austin, Austin, TX, USA.

Selected Peer-Reviewed Publications and Presentations

Makarewicz, C., A. Adkins, **C. Frei**, A. Wennink (2018) Breaking the Cycle of Pedestrian Network Underfunding: Insights from three regions *Research in Transportation Business and Management*, in press.

C. Frei, M. Hyland and H.S. Mahmassani (2017) Flexing Service Schedules: Assessing the Potential for Demand Adaptive Transit via a Stated Preference Approach *Transportation Research Part C: Emerging Technologies*, 76, 71-89.

C. Frei and H.S. Mahmassani (2015) Hybrid Services for Customized Mobility in Low-Density Areas, Presented at the *Transportation Research Board 94th Annual Meeting* and invited panelist for presentation at *Shaping the New Future of Paratransit*.

Affiliations and Certifications

Professional Engineer, Illinois (062071920) and Wyoming #19298

Smart Cities working group lead, TRB Committee on Urban Transportation Data and Information Systems, April 2014–present

Equity Sub-committee Co-Chair, TRB Committee on Paratransit/Innovative Mobility Services and Technology, April 2016–present

Kellogg School of Business: Certificate in Management for Scientists and Engineers, August 2015

Tanya Anderson

307-734-4419; Tanderson@jacksonwy.gov

Summary: Environmental scientist, conservationist, and educator with extensive experience in nonprofit and governmental board leadership, program development, partner and relationship building, staff development, and operations. Proven record of program growth and staff mentorship.

Professional Experience

Town of Jackson

Ecosystem Stewardship Administrator

May 2022 – present

- Manage Town of Jackson sustainability programs
- Draft community-wide sustainability plan
- Monitor Town of Jackson carbon emissions and develop actions to get us to net zero by 2030
- Develop a set of indicators to monitor the health of our ecosystem
- Represent Town of Jackson in stakeholder groups related to environmental health and sustainability
- Support regional transition to electric vehicles through infrastructure and planning

Results: Worked with partners to pass a new ordinance requiring electric vehicle supply equipment infrastructure in new parking lots, managed RFP for energy audit on Town-owned buildings.

Teton Science Schools

Director of Wildlife Expeditions

December 2019 – April 2022

Field Education Faculty

November 2014 – December 2019

- Managed day to day operations of educational wildlife-based ecotourism operation
- Rebuilt operations after complete shutdown during Covid-19 pandemic
- Hired, trained, supervised, and mentored team of guides, instructors, and administrative staff
- Created, implemented, and evaluated educational programs for adults and families
- Created operations plans for commercial use authorization permits on public lands
- Served on Operations team and Diversity, Equity and Inclusion committee
- Managed medical and psychological emergencies in person and as remote support

Results: Improved efficiencies to increase revenue from pre-pandemic levels with fewer resources, improved trip advisor ranking, attained ten-point increase in net promoter scores.

Teton Valley Community Recycling

Executive Director

January 2012 - December 2014

- Promoted ethical, economical and environmentally sound waste reduction strategies in Eastern Idaho
- Worked with board of directors to create and implement strategic plan and operational goals
- Wrote a comprehensive waste diversion plan; worked with county commissioners to implement plan
- Created annual budget; managed organization's finances; wrote annual report
- Developed fundraising strategy; identified and cultivated donors; wrote grants
- Designed and implemented education and outreach programs with partner schools and organizations
- Managed communications including newspaper column, e-newsletters, social media and website

Results: Increased community waste diversion rate from 12.6% to 27% in three years. Created waste diversion plan that is still in use today.

Central Wyoming College

Adult Basic Education Instructor, College Instructor

January 2012 -December 2015

- Taught math, science, social studies, reading and writing to English and Spanish speaking adult students
- Led outreach programs to recruit adult students to pursue their high school equivalency certification
- Planned and taught semester-long Orientation to College course to college freshman (2014, 2015)

Results: Helped more people receive their high school equivalency certification than during any other period.

North Cascades Institute

Graduate Program Coordinator

April 2009 - December 2011

- Coordinated all aspects of graduate residency program in environmental education
- Supervised and mentored up to twenty-five graduate students and six interns annually
- Developed and implemented comprehensive graduate program evaluation
- Created graduate program marketing strategy; increased student body by 75%
- Taught pedagogy classes and teaching practicum; facilitated natural history class; led staff trainings
- Designed and implemented undergraduate internship program and naturalist certification program
- Managed partnership with Western Washington University and North Cascades National Park
- Gave presentations at conferences and other venues; served as spokesperson for the graduate program

Results: Increased student body by 75%, improved overall student satisfaction, created internship program that continues to support emerging leaders in their development.

Research Experience

Jackson Hole Mountain Resort

Sustainability Intern

December 2008- March 2009

- Assisted resort with sustainability projects related to ISO 14001 certification and audit

Charles Darwin Research Station

Field Biologist

February - May 2005

- Studied sea turtles by monitoring nesting activity and emergence, excavating nests, measuring and tagging turtles, securing transmitters to carapaces to track migration, and analyzing stomach contents

National Oceanic and Atmospheric Association

Bottom Trawl Survey Biologist

Spring & Fall 2004

- Identified, measured, and dissected fish, operated CTD, plankton tow, and water sample collection

University of Massachusetts Boston

National Science Foundation GK-12 Fellow

August 2003 - June 2004

- Taught science in urban middle school classroom using the local watershed as an integrating context
- Communicated program outcomes at local and national conferences and on interactive website

Research Assistant

January 2002 - June 2003

- Conducted research on stormwater utilities and urban planning; wrote reports; prepared presentations
- Researched the most feasible renewable energy options for the State of Massachusetts
- Led campus group that organized university-wide earth day events
- Served on Education for Sustainability committee

Teaching Assistant – Environmental Science

September - December 2001

PRETOMA (Programa Restauración de Tortugas Marinas)

Conservation Volunteer

Summer 2003

- Monitored sea turtle nesting activity, measured and tagged turtles, relocated nests

Volunteer

Teton County Integrated Solid Waste and Recycling; board member; board chair (2020-21)	2019 – 2022
Idaho Conservation League; board member; governance committee chair (2019-21)	2013 – 2022
Womentum; mentor for younger female professional thru Womentoring program	2019 – 2020
Hispanic Resource Center of Teton Valley; board member and volunteer	2012 – 2014
Peaceboat; taught global issues through English language for Nobel Peace Prize winning NGO	2004 – 2005

Education

Master of Science; University of Massachusetts Boston; Boston, MA; Environmental Science	2004
Bachelor of Arts; University of Rochester; Rochester, NY. Honors in History; magna cum laude	1995

DAVID ‘PHILLIP’ CAMERON JR.
PO BOX 11067 • JACKSON, WY 83002
PHONE 307.413.1971
PCAMERON@ENERGYCONSERVATIONWORKS.ORG

WORK EXPERIENCE

Executive Director, Energy Conservation Works, Jackson, WY Feb. 2014-Present

- Led the successful effort in 2022 to pass a \$5 million ‘Community Energy Leverage Fund’ local ballot initiative
- Responsible for all fundraising efforts, program development/management, communication, and administration for the Joint Powers Board created between the Town of Jackson, WY, Teton County, WY, and Lower Valley Energy
- Manage local investment of >\$11.5 million in restricted program funds for energy efficiency, conservation, and renewable energy projects
- Manage ~\$400,000 annual operating budget
- Develop and maintain partnerships related to energy conservation projects and donor engagement

Executive Director, Yellowstone-Teton Clean Cities, Jackson, WY Nov. 2009-July 2014

- Hired as the founding Executive Director of a regional non-profit dedicated to transportation and energy efficiency
- Responsible for fundraising, donor relationships, grant writing, stakeholder building, agency partnerships, corporate sponsorships, outreach and programs, and hiring
- Selected as Dept. of Energy ‘Clean Cities Rising Star - 2010’
- Fundraising & National Parks Forum presenter in 2011 & 2012
- Secured > \$500k in funding for National Parks’ (YELL & GRTE) advanced vehicle purchases

Natural Resource Manager, Snake River Sporting Club, Jackson, WY May 2005-Sept. 2008

- Managed conservation easements in partnership with Teton County and the Jackson Hole Land Trust (JHLT)
- Conducted water quality testing in accordance with the Audubon International “Certified Sanctuary Program”, coordinated invasive species control, and provided direction and oversight for habitat enhancement projects
- Worked collaboratively with USFS and WY G&F, to create wildlife friendly CC&Rs and development regulations
- Hosted environmental education and outdoor recreation programs with partners including JHLT and Snake River Fund

Consultant, Headwaters Consulting, LLC, Jackson, WY Aug. 2004-Present

- Provide services to environmental organizations, non-profits, and businesses in the Greater Yellowstone Area, including environmental programs, marketing, public outreach and education, and grant writing/management
- Teach ecology-focused professional development seminars to outdoor recreation guides annually in the GYE
- Served as the Wyoming Director of the Western Wolf Coalition and offered grant writing services to the Cougar Fund

Water Education Coordinator, Teton Science Schools, Jackson, WY Aug. 2004-May 2005

- Coordinated Wyoming Stream Team: a statewide water monitoring network of science educators
- Managed WY Department of Environmental Quality and US EPA funds and project reporting
- Provided public water education workshops and organized speakers utilizing grant funds from the EPA and WY DEQ

EDUCATION

Teton Science Schools, Kelly, WY August 2003-August 2004

- Professional Residency in Environmental Education (PREE): 31 credits in ecology and environmental education through Utah State University.
- 680 hour teaching practicum in residential and classroom settings completed during PREE

Amherst College, Amherst, MA Class of 2002

- B.A. Geology
- Presented independent research findings at The Geologic Society of America’s Annual Northeastern Regional Meeting
- Elected Class of 2002 Alumni Vice President, Alumni Agent, and Varsity Lacrosse Captain 2002
- Served 4 years as an Amherst College Social Council Officer: Treasurer 2000-01, Co-Chair 2001-02

University of Pennsylvania, Red Lodge, MT Summer 2001

Summer Course in Geologic Field Methods

- Applied geologic field methods, including mapping on topographic base and air photos and the use of GPS, to group and individual field mapping projects
- Learned to understand the demanding nature of field studies and living in field research situations

VOLUNTEER EXPERIENCE

- Board Chair, Teton County Integrated Solid Waste and Recycling and Communications Committee Chair (6 years service)
- Board President, Ponderosa Village Homeowners Association (6 years of service)
- Past - Board of Directors (past Secretary), The Murie Center (8 years of service)
- Past - Board of Directors (past Chair), Jackson Hole Trout Unlimited (10 years of service, 4 years as Chair)
- Past - Fundraising Committee Co-Chair, Wyoming Council of Trout Unlimited (2 years of service)
- Volunteer Instructor, “Snake River Days”, “Kids’ Fishing Day”, and “Women’s Fishing Day”

CERTIFICATIONS, SKILLS, AND ACCOLADES

- Sustainable Tourism International - Sustainable Tourism Education Program (STEP) Lead Assessor/Auditor
- Graduate of the 2011/12 class of ‘Leadership Jackson Hole’
- Completed Duke University School of Environmental Leadership course: ‘Communication for Sustainable Behavior Change’
- 2010 Department of Energy Clean Cities ‘Rising Star’
- American Avalanche Institute Level II Avalanche Safety
- Trained Facilitator of Project Wet, Wild, Aquatic Wild and Learning Tree curriculums

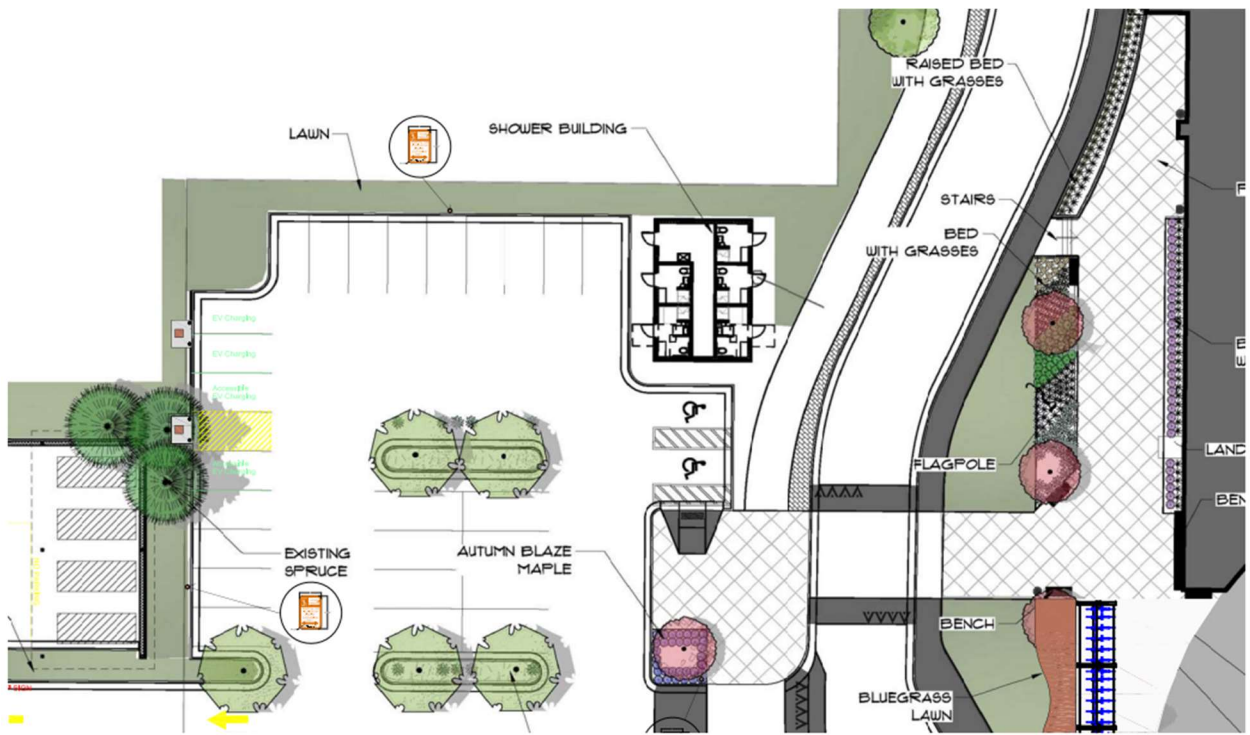
INTERESTS AND HOBBIES

- Include fatherhood, fly-fishing, backpacking, mountain and road-biking, Nordic, alpine and backcountry skiing, fly-tying, photography, gardening, and cooking.

Town of Jackson Location Photos



Home Ranch and Rec. Center Parking Lot

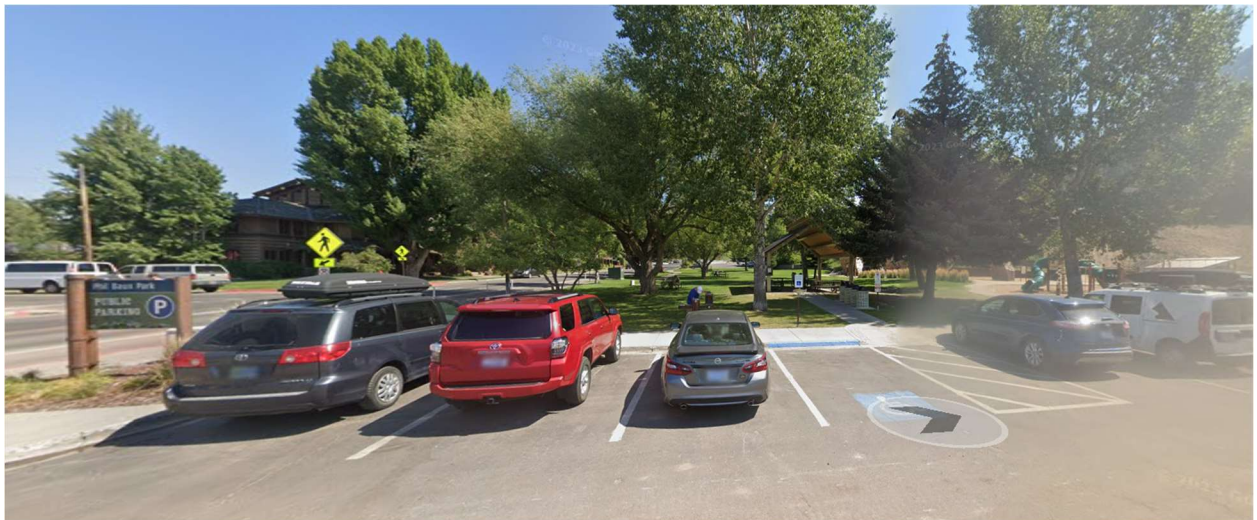


Home Ranch and Rec. Center Parking Lot

Town of Jackson Location Photos



Deloney Street Lot



Phil Baux Park

Town of Jackson Location Photos

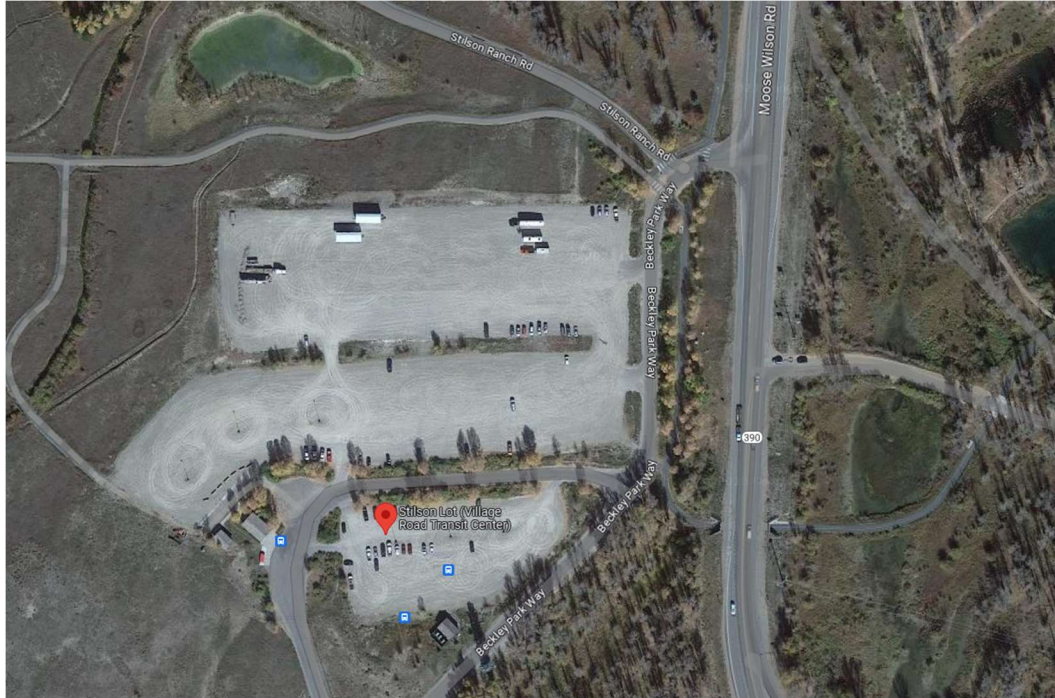


Miller Park



Mike Yokel Park

Town/County Location Photos



Stilson Lot



Teton County Library

Jackson Hole Airport



Main Lot



Short Term Lot

Jackson Hole Airport



Taxi Queue



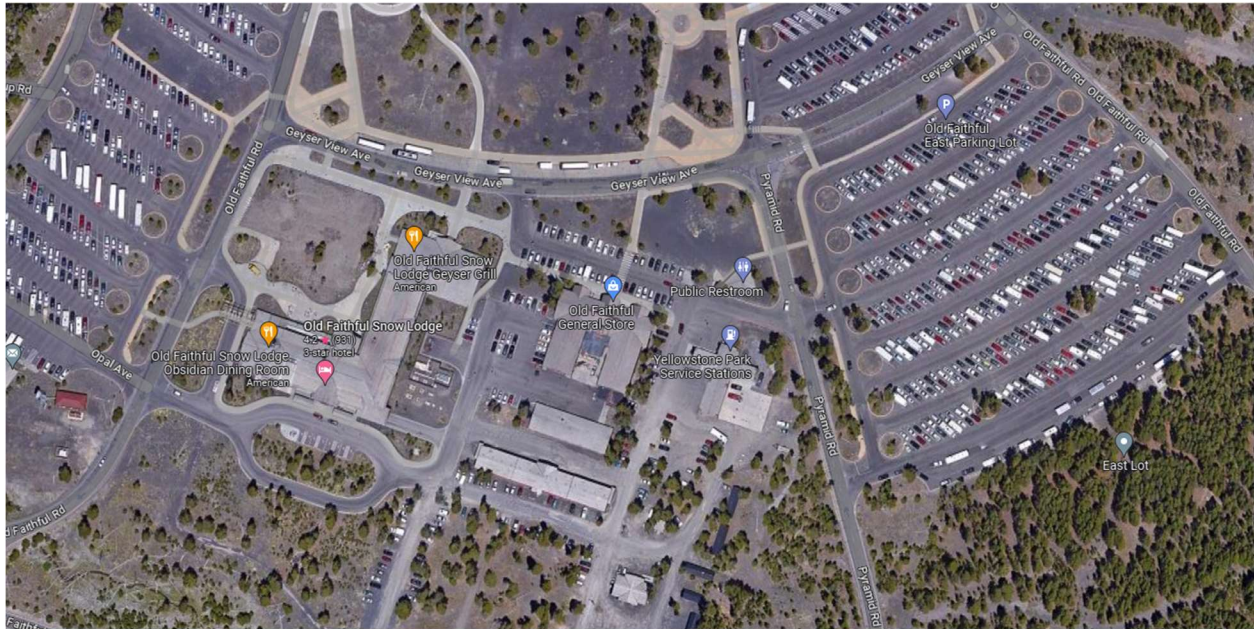
FBO Terminal

Jackson Hole Airport

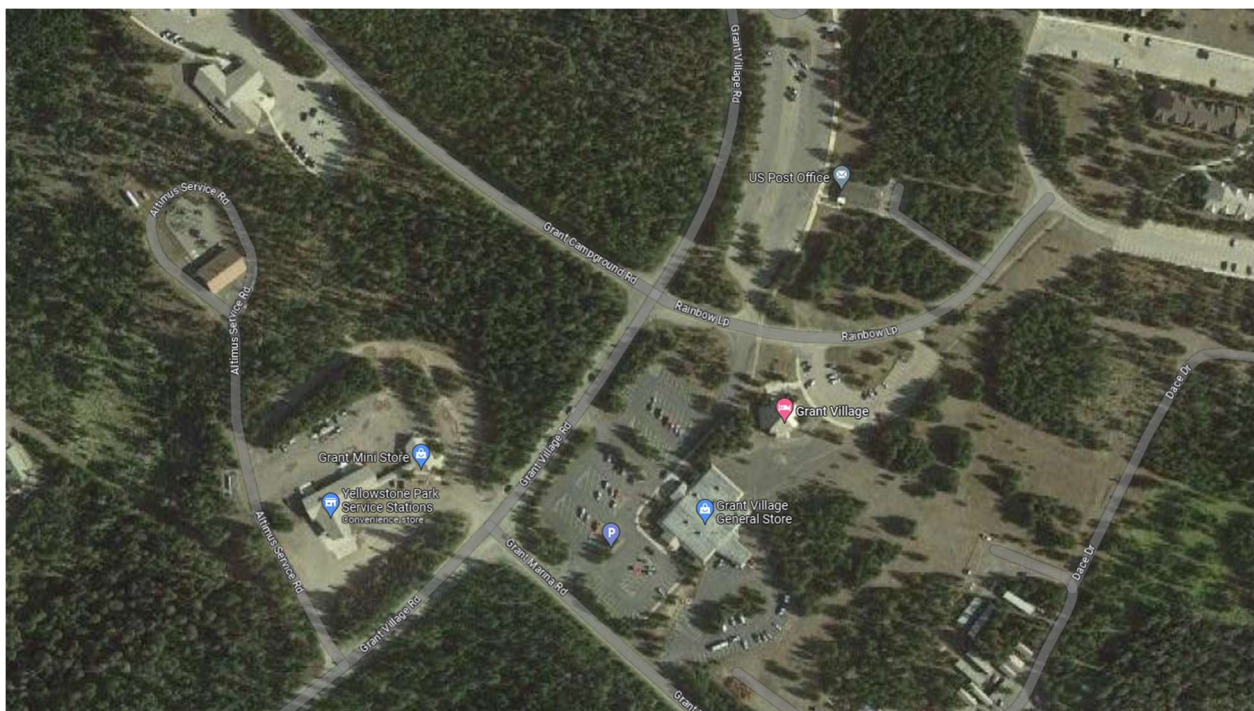


Rental Car Area

Yellowstone National Park



Old Faithful Snow Lodge and Service Station



Grant Village Lodge and Service Station

Yellowstone National Park



Lake Hotel parking lot



Fishing Bridge Service Station

An aerial map of the Grand Loop Road area in Yellowstone National Park. The map shows a network of roads including Norris Canyon Rd (closed winters), Grand Loop Rd (closed winters), N Rim Dr, Canyon Campground Loop, and Moraine Loop. Key locations marked include Yellowstone Park Service Stations, Canyon Campground Amphitheater, Canyon Campground, Canyon Campground Showers, Canyon Visitor Education Center, Bear Aware, USFS, Canyon Village General Store, Canyon Eatery, Canyon Lodge & Cabins, and Moran Lodge. The map also shows the Grand Loop Rd (closed winters) and Norris Canyon Rd (closed winters) running vertically on the left side. The area is surrounded by dense forest and some cleared areas for buildings and parking.

Workspace ID: WS01101104 Funding Opportunity Number: 693JJ323NF00004

Yellowstone National Park

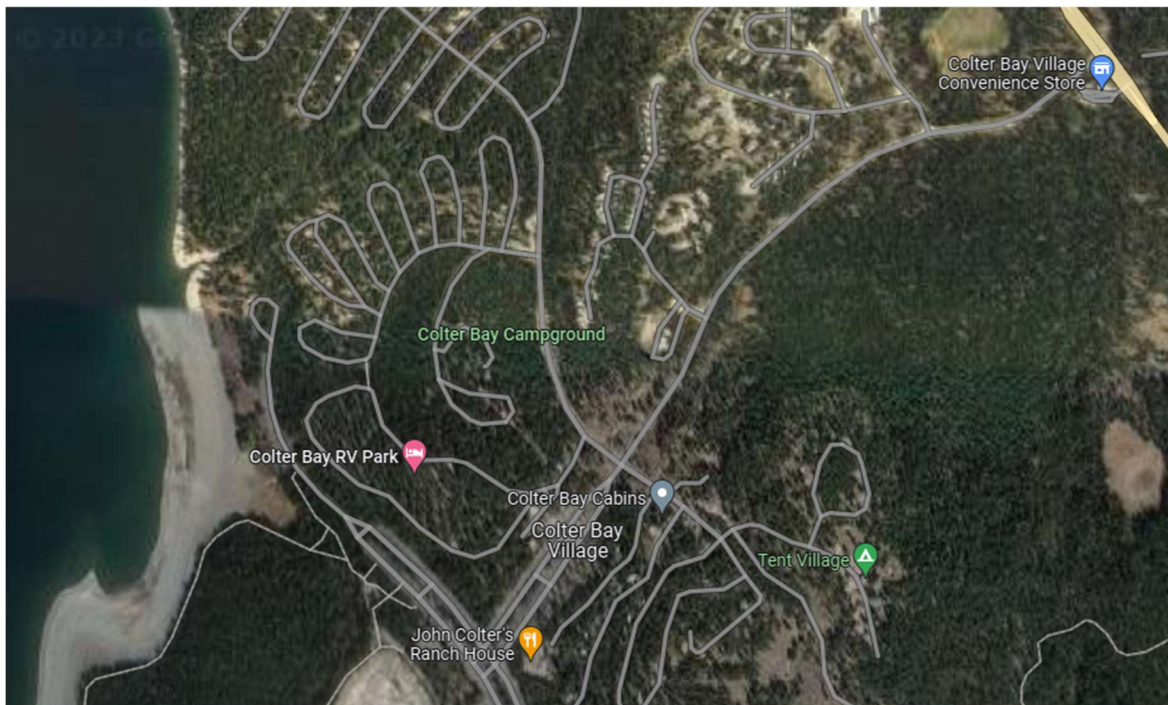


Mammoth Hot Springs Service Station

Grand Teton National Park



Jackson lake Lodge



Colter Bay Village

Grand Teton National Park



Jenny Lake Lodge

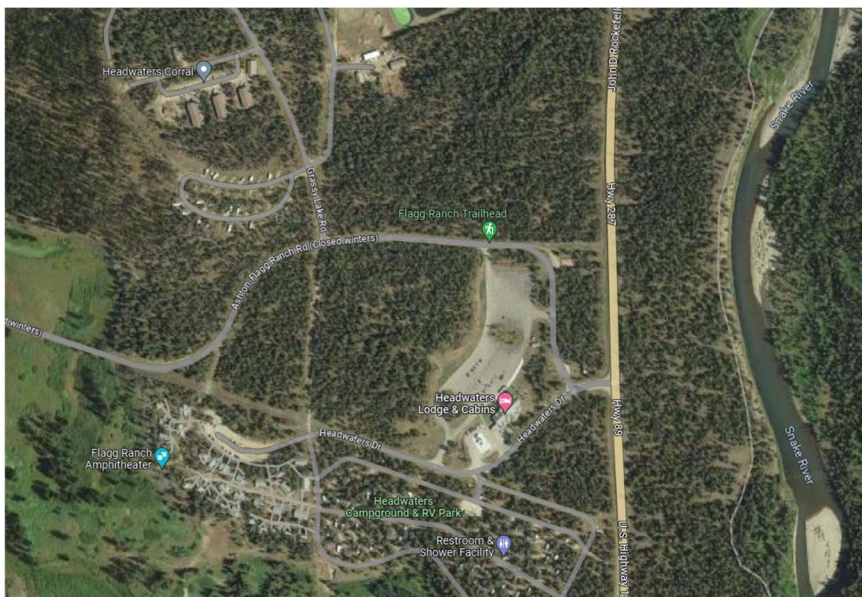


Jenny Lake Campground

Grand Teton National Park

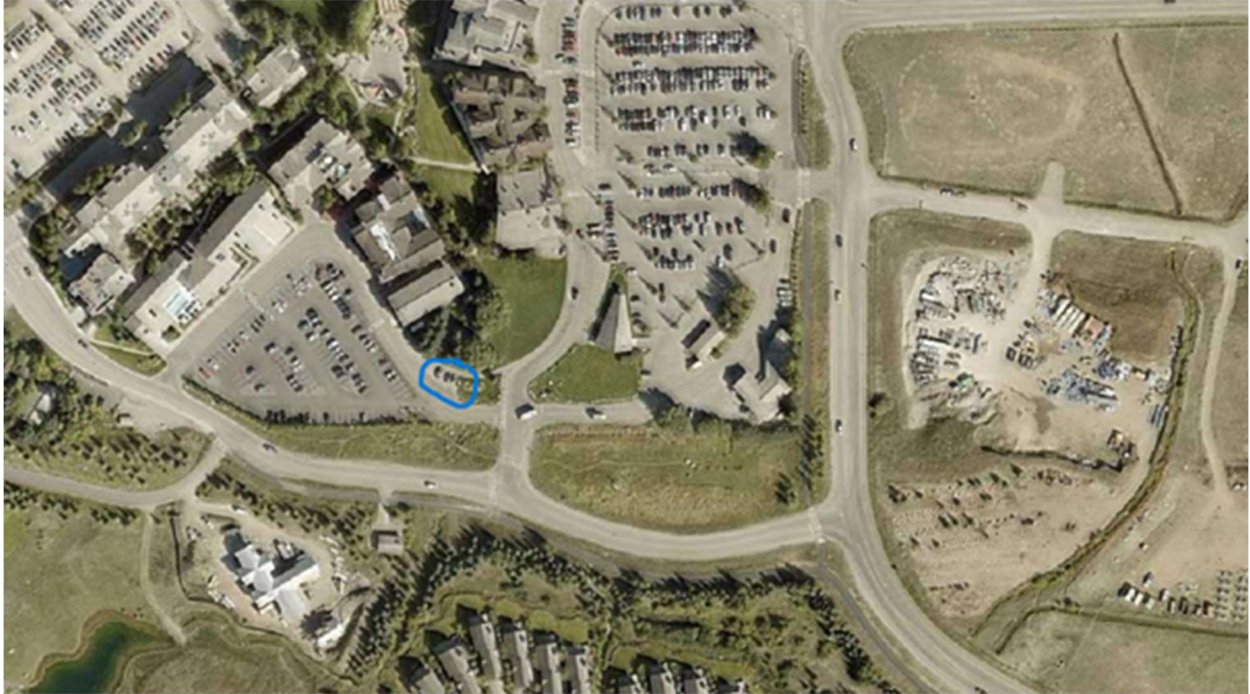


Gros Ventre Campground



Flagstaff Ranch

Teton Village



Crystal Springs Parking lot



Free parking area

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Scott Johnson
E-Mail: scott.johnson@chargepoint.com
Telephone:

Quote Number: Q-324457-1
Date: 6/13/2023
Expires On: 7/13/2023

Primary Contact: Tanya Anderson

Bill To Address

Town of Jackson, Wyoming
450 W Snow King Ave.
Jackson Wyoming 83001
United States

Ship To Address

Town of Jackson, Wyoming
450 W Snow King Ave.
Jackson Wyoming 83001
United States

Product Name	Product Description	Qty	Unit Price	Total Price
CT4011-GW1	Single Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	3	USD 6,385.00	USD 19,155.00
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	12	USD 9,190.00	USD 110,280.00
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	15	USD 125.00	USD 1,875.00
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	27	USD 1,555.00	USD 41,985.00
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	15	USD 349.00	USD 5,235.00

Product Name	Product Description	Qty	Unit Price	Total Price
CPSUPPORT-SITEVALID	Customer works with their own contractor to perform all construction and station installation services. ChargePoint will then engage an authorized ChargePoint Partner to perform Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per site.	1	USD 0.00	USD 0.00
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	15	USD 2,620.00	USD 39,300.00
CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdEMO cable, North America Modem/SIM, cUL and UL listed, requires CPE250-CMT-IMPERIAL in US, CPE250-CMT-METRIC in Canada. CPE250-CMT-IMPERIAL/METRIC not included.	4	USD 52,000.00	USD 208,000.00
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0.00	USD 0.00
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PDD series.	2	USD 0.00	USD 0.00
CPCLD-ENTERPRISE-DC-5	Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	4	USD 5,400.00	USD 21,600.00
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	4	USD 349.00	USD 1,396.00
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	4	USD 13,650.00	USD 54,600.00

Product Name	Product Description	Qty	Unit Price	Total Price
CPE250-PAIRED-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Paired Express CPE250 installation (2 stations).	4	USD 950.00	USD 3,800.00

Quote Total: USD 507,226.00
Shipping Fee: USD 6,602.50
Grand Total: USD 513,828.50

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All pricing is confidential between Customer and ChargePoint.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- + Credit Checks are required for new customers.
- + Pricing does not include installation or mounting services unless specifically quoted above.
- + Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.



Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :



ADMINISTRATION DEPARTMENT

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

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

Dear Mr. Pete Buttigieg,

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

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

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

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



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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Hailey Morton Levinson', written in a cursive style.

Mayor Hailey Morton Levinson
Town of Jackson



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

May 16, 2023

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

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

Dear Mr. Pete Buttigieg,

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

Teton County is committed to ecosystem stewardship and a high quality of life for our residents. Electric vehicle charging is one of many ways we can operationalize this commitment on our County-owned lands. Teton County supports the Jackson-Teton EV Charging Expansion Project because it will significantly reduce GHG and vehicle emissions, strengthen climate resiliency, and leverage broader transportation, sustainability, and affordable housing investments.

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

- *Staff time in the amount of 40 hours over the course of the project.*
- *A local match of \$108,000 for station and associated infrastructure installation.*
- *Partner coordination and technical assistance via our staff Regional Transportation Planning Administrator.*

We ask that you please give Jackson's application the highest consideration. Thank you.



BOARD OF COMMISSIONERS

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

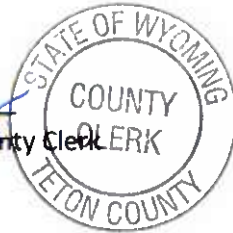
Sincerely,

A handwritten signature in blue ink, reading "Luther Propst", is written over a horizontal line.

Luther Propst, Chair, Teton County Board of County Commissioners

A handwritten signature in blue ink, reading "Maureen E. Murphy", is written over a horizontal line.

Attest: Maureen E. Murphy, Teton County Clerk





June 2, 2023

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

RE: Jackson Hole Airport's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

The Jackson Hole Airport is the busiest airport in Wyoming and provides service to roughly 1,000,000 passengers annually. It is located north of the Town of Jackson and resides entirely within Grand Teton National Park. While we are an airport, we respect the area where we live and work, and we put a lot of work into reducing our environmental footprint.

The Jackson Hole Airport supports the Jackson-Teton EV Charging Expansion Project because it will: *significantly reduce GHG and vehicle emissions; promote better human health outcomes; stimulate sustainable economic development; enhance transportation mobility; strengthen climate resiliency; and improve the customer experience at the Jackson Hole Airport.*

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

- *20% of the funds made available and used at Jackson Hole Airport regarding the improvements outlined in the application.*
- *Actively participate with those who are directly connected to the grant administration, partner coordination, technical assistance, project evaluation, community education and engagement.*

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

Sincerely,

James P. Elwood, A.A.E.
Executive Director, Jackson Hole Airport

JACKSON HOLE AIRPORT

P.O. Box 159 • Jackson, WY 83001 • 307.733.7695 • Fax: 307.733.9270

James P. Elwood, AAE, Executive Director

Workspace ID: WS01101104 Funding Opportunity Number: 693JJ323NF00004



BISON NEAR EMERALD POOL

YELLOWSTONE

NATIONAL PARK LODGES

Legendary Hospitality by Xanterra

June 8th, 2023

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

RE: Yellowstone National Park Lodges (Xanterra Travel Collection)'s Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

Yellowstone National Park Lodges (YNPL) is the primary concessionaire in Yellowstone National Park and provides a variety of visitor services including lodging, food and beverage, activities, and transportation. We have a commitment to "Legendary Hospitality with a Softer Footprint" and strive to operate our business with as minimal an environmental impact as possible. We have a long history of sustainability leadership and hope to help ensure that the Greater Yellowstone Ecosystem is primed to be a welcoming destination for electric vehicle drivers. YNPL supports the Jackson-Teton EV Charging Expansion Project because it will help pave the way to meet a growing visitor demographic of EV drivers, reduce tailpipe greenhouse gas emissions, and help to connect our region to a larger EV infrastructure to enhance economic development.

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

- *Design and installation of EVCS in key areas in the developed locations in Yellowstone to expand the existing network that we've already begun developing.*

YELLOWSTONE NATIONAL PARK
Legendary Hospitality by Xanterra

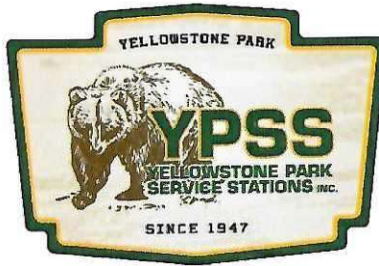
PHONE 307/344-7901 • FAX 307/344-7456 • YELLOWSTONE NATIONAL PARK LODGES.COM

- *Promote and monitor EV charging options in and around the park to ensure efficacy and efficiency.*
- *Dedicate staff time and installation costs in order to see this project developed in the most elegant and efficient manner possible.*

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

Sincerely,

Dylan Hoffman
Director of Sustainability
Yellowstone National Park Lodges



Yellowstone Park Service Stations
Operating Seven Fueling/Convenience Locations inside Wyoming and Yellowstone
Authorized National Park Service Concessioner
Phone: 406-848-7333
Website: www.ypss.com

June 12, 2023

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

RE: Yellowstone Park Service Station's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

Yellowstone Park Service Stations has provided fueling options for the traveling motorist through Yellowstone and Grand Teton National Parks since 1947. We are located right on this critical transportation artery and will be an integral part of the EV charging demands as this mode of transportation grows. This is a remote area that is in dire need for fast charging options. Current options are minimal and spread very far apart. Yellowstone Park Service Stations supports the Jackson-Teton EV Charging Expansion Project because it will substantially reduce greenhouse and vehicle emissions, stimulate sustainable economic development, promote EV viability as preferred choice of travel on these major transportation arteries. This will significantly reduce range anxiety and align our environmental and transportation initiatives with the National Park Service.

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

- *We are committed to providing the 20% match for the charging infrastructure that we are requesting funding for.*
- *We will commit dedicated sections of our building and land assignment to create designated 'charge zone.' A dedicated building/land section specifically for EV's create a much better experience for all users.*
- *We will dedicate our team to make sure these charge units are installed and achieve maximum uptime when possible.*

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

Sincerely,



Jeff Guengerich

General Manager/CEO/Co-Owner

Yellowstone Park Service Stations

406-223-7333

jg@ypss.com

GRAND TETON LODGE COMPANY

Grand Teton National Park

Preserve • Protect • Inspire

May 29th, 2023

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

RE: Grand Teton Lodge Company's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

Grand Teton Lodge Company is concessioner for the National Park Service, and provides lodging and other services throughout the National Park servicing visitors from all around the world. Our company is deeply committed to protecting this incredible environment, and our environmental stewardship is one of our core values. The Grand Teton Lodge Company supports the Jackson-Teton EV Charging Expansion Project because it will help connect visitors from Jackson Hole to the Grand Teton National Park, and to Yellowstone National Park. This project would also allow our company to invest in electric vehicles for our own fleet, allowing us to partner with the National Park Service on reaching their goals to reduce emissions within our parks.

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

- *Converting the majority our fleet to EVs over the next 10 years.*
- *Partner with the National Park Service on design, compliance, and implementation to ensure best use of resources.*

JACKSON LAKE LODGE

JENNY LAKE LODGE

COLTER BAY VILLAGE

JACKSON HOLE GOLF & TENNIS CLUB

Box 250 • Moran, Wyoming 83013 • 307.543.2811 • www.gtlc.com

Authorized Concessioner of the National Park Service

- *Create messaging to incoming visitors to the National Park promoting EV options.*
- *Encourage our employees to consider EVs.*

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

Sincerely,



Alex Klein
Vice President and General Manager
Grand Teton Lodge Company





May 18, 2023

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

RE: Teton Village Association Improvement and Service District's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Secretary Buttigieg,

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

Teton Village Association Improvement and Service District is a political subdivision of the state of Wyoming that provides municipal services in Teton Village at the base of Jackson Hole Mountain Resort and the gateway to Grand Teton National Park. Our services include construction, maintenance and operations of roads and parking lots. Teton Village Association Improvement and Service District plans to install two level 2 chargers and two DC Fast chargers in four publicly available parking spaces. Teton Village Association Improvement and Service District supports the Jackson-Teton EV Charging Expansion Project because it will provide guests and Teton Village employees an easy and convenient way to charge their vehicles, significantly reduce GHG and vehicle emissions, promote better human health outcomes, enhance transportation mobility and leverage broader transportation and sustainability investments.

Teton Village Association Improvement and Service District actively supports the Jackson-Teton EV Charging Expansion Project moving forward and we commit to provide the following resources and/or participate in the following project activities:

- A 20% local match in the amount of \$70,400 to purchase and install four chargers, including needed infrastructure improvements.
- Staff time to oversee the purchase & installation as well as infrastructure work.
- Partner coordination with Yellowstone Teton Clean Cities to submit data from the charge stations displaying utilization, energy consumed, as well as GHG and fuel savings.

Teton Village Association Improvement and Service District is committed to sustainability. This program supports the Jackson/Teton County Comprehensive plan, Common Value-Ecosystem Stewardship, sharing the vision to preserve and protect the area's ecosystem.

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

Sincerely,



Melissa Turley, Executive Director
Teton Village Association Improvement & Service District



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

RE: Yellowstone-Teton Clean Cities' Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

Yellowstone-Teton Clean Cities (YTCC) is the regional designee of the Department of Energy's Clean Cities program, and works to advance alternative fuels, infrastructure and vehicles and sustainable transportation opportunities throughout the Greater Yellowstone region. YTCC supports the Jackson-Teton EV Charging Expansion Project because it directly and indirectly advances the primary goals of YTCC, including advancing alternative fuel infrastructure, which results in growth in electric vehicles on the roads and thus reduces greenhouse gas emissions.

These funds are incredibly valuable to these entities located in Wyoming. The state of Wyoming's NEVI plan acknowledges that the state administered NEVI funds will not fund stations in the tourism areas they project for the highest volume of electric vehicle use. This is because there are no designated Alternative Fuel Corridor routes that lead to the most popular tourist destinations. In addition, the state recently paused the NEVI program in addition to the roll-out of VW Funding. The DOT CFI grant program is the state of Wyoming's best opportunity for the deployment of charging stations in strategic locations in a region highly visited by vehicle travel.



Phone

810.955.5811



Email

alicia@ytcleancities.org



Mailing Address

PO Box 11756 Jackson, WY 83001



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

- YTCC is committed to serving in a leadership roll for this project and to provide the primary administrative services for this project and the associated match requirement.
- YTCC is committed to providing and facilitating community education and engagement activities to bring awareness to the many new stations in the region to accelerate higher adoption rates of electric vehicles among local residents as well as tourists traveling to the region.

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

Sincerely,

A handwritten signature in black ink that reads "Alicia Cox". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Alicia Cox

Executive Director



Phone

810.955.5811



Email

alicia@ytcleancities.org



Mailing Address

PO Box 11756 Jackson, WY 83001



June 12, 2023

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

RE: Teton Conservation District's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

Teton Conservation District (TCD) is a local scale governmental entity, who utilizes partnerships to achieve our constituents' shared vision for natural resources stewardship. Our elected Board has regularly provided funding towards alternative fuel initiatives, including charging stations and by leasing an electric vehicle for trial use for interested public. Our collaborative efforts have elevated community awareness and interest in EV's has grown rapidly but is limited by accessible charging stations. Teton Conservation District supports the Jackson-Teton EV Charging Expansion Project because it will significantly reduce GHG and vehicle emissions and promote better human and environmental health outcomes, which directly aligns with TCD's mission to work with the community in the conservation of natural resources for the health and benefit of people and the environment.

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

- *Through TCD's Memorandum of Agreement's with Yellowstone-Teton Clean Cities and Energy Conservation Works, TCD funds will support the educational and community engagement activities of this project.*

Teton Conservation District is a local government entity whose mission is to work with the community in the conservation of natural resources for the health and benefit of people and the environment.

420 W. Pearl Ave. | PO Box 1070 | Jackson, WY 83001 | (307) 733-2110
www.tetonconservation.org | info@tetonconservation.org



Teton County's residents and visitors uphold a legacy of natural resource conservation and are uniquely capable of leveraging this investment long into the future. Please give Jackson's application the highest consideration. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlin Girard", is positioned below the word "Sincerely,".

Carlin Girard
Executive Director
Teton Conservation District

Teton Conservation District is a local government entity whose mission is to work with the community in the conservation of natural resources for the health and benefit of people and the environment.

420 W. Pearl Ave. | PO Box 1070 | Jackson, WY 83001 | (307) 733-2110
www.tetonconservation.org | info@tetonconservation.org

June 13, 2023

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

RE: Lower Valley Energy's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg:

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

Lower Valley Energy is the local electric cooperative and is committed to providing the electrical needs of our members and community. We support the Jackson-Teton EV Charging Expansion Project because it will significantly reduce GHG and vehicle emissions, promote better human health outcomes, stimulate sustainable economic development, enhance transportation mobility, strengthen climate resiliency, and leverage broader transportation, sustainability, and affordable housing investments.

As the region's energy provider, Lower Valley Energy has been actively engaged throughout the project development process to advise on energy considerations relevant to EV charger installation. Lower Valley commits to continue advancing the project through its planning, installation, and operations stages by working with all project locations to identify energy capacity and equipment needs, highlighting important considerations for charger installation, and working closely with 3rd party contractors.

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

Sincerely,



James Webb
President/CEO

May 24th, 2023

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

RE: Citizens' Climate Lobby Wyoming Chapter's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

We are writing to express our strong support for the Town of Jackson's application to the Charging and Fueling Infrastructure grant program for the Jackson-Teton EV Charging Expansion Project. These grant funds will create a powerful partnership between the Town of Jackson, Teton County, and local sustainability organizations resulting in the installation of up to 50 level 2 and level 3 charging stations at strategic, public locations throughout the Teton County region.

This plan will include a comprehensive charger location, operation, and maintenance plan. By reducing greenhouse gas emissions and expanding access to charging infrastructure, the project will advance the region's climate, health, and mobility goals.

Citizens' Climate Lobby, Wyoming Chapter (CCL WY) is a grassroots organization building political will for climate solutions and working towards the electrification of buildings and transportation across the state. We fully support the Jackson-Teton EV Charging Expansion Project as it aligns with our mission to reduce greenhouse gas emissions and promote clean transportation options in the Teton County region.

CCL WY supports the Jackson-Teton EV Charging Expansion Project because it will help Wyoming residents and American households around the country feel comfortable replacing their gas vehicles with EVs, significantly reducing greenhouse gas pollution. Because Jackson is the gateway to both Teton & Yellowstone National Parks, having ample EV charging will signal to Americans that they can plan recreational roadtrips in their new EV, feeling secure about having a charge even in remote areas of the country. The pollution avoided by having more EVs on the road inside the national parks will greatly improve the air quality near roadways and the experience of visitors walking near the parking lots and trails near roads.

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

following project activities: community education regarding the EV charging and the tax credits to purchase EVs using money from the Inflation Reduction Act. Additionally we commit to sharing news and information with our membership and other partner organizations about the Jackson EV chargers.

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

Sincerely,

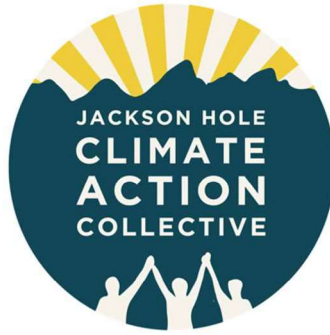


Madeline Dalrymple
State Coordinator, CCL Wyoming



Laurel Eastman

National Action Team Co-Lead, CCL Outdoor Industry



May 26, 2023

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

RE: Jackson Hole Climate Action Collective's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Secretary Buttigieg,

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

Jackson Hole Climate Action Collective is a non-profit organization working towards a just and equitable climate future for Teton County and the Greater Yellowstone region through policy, advocacy, education, and community mobilization. We embrace inclusive community action that supports a wide range of people and organizations to achieve a just climate future. Our organization supports the Jackson-Teton EV Charging Expansion Project because it will significantly reduce GHG and vehicle emissions, promote better human health outcomes, stimulate sustainable economic development, and enhance transportation mobility.

The Jackson Hole Climate Action Collective is ready to be engaged and supportive of the Jackson-Teton EV Charging Expansion Project moving forward. We commit to conducting public outreach and education in support of the project and its partners.

Jackson Hole Climate Action Collective, Post Office Box 1081, Jackson, WY 83001
jhclimateactioncollective@gmail.com

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

Sincerely,

A handwritten signature in black ink that reads "Margie Lynch". The signature is written in a cursive, flowing style.

Margie Lynch
Chairperson



May 29, 2023

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

RE: Riverwind Foundation's Support of the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

I am writing to express the Riverwind Foundation's strong support for the Town of Jackson's application to the Charging and Fueling Infrastructure grant program for the Jackson-Teton EV Charging Expansion Project. With grant funds, a partnership among the Town of Jackson, Teton County, and local sustainability organizations will develop a comprehensive charger location, operation, and maintenance plan and install up to 50 level 2 and level 3 charging stations at strategic, public locations throughout the Teton County region.

As a long-term advocate for environmental, social, and economic sustainability, the Riverwind Foundation supports the Jackson-Teton EV Charging Expansion Project because it will directly strengthen our community's efforts for reducing greenhouse gas emissions and expanding access to charging infrastructure, and realizing our climate, health, and mobility goals. The Project will significantly reduce GHG and vehicle emissions; promote better human health outcomes; stimulate sustainable economic development; enhance transportation mobility; strengthen climate resiliency; and leverage broader transportation, sustainability, and affordable housing investments.

Please give Jackson's application the highest consideration.

Sincerely,

Timothy K. O'Donoghue
Executive Director

*PO Box 13190, Jackson, Wyoming, 83002, USA
Phone: +1 (307) 690-3316, Email: tim@riverwindfoundation.org*

June 1, 2023

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

RE: LegacyWorks Group's Commitment to the Jackson-Teton EV Charging Expansion Project

Dear Mr. Pete Buttigieg,

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

LegacyWorks Group is a nonprofit that facilitates collective impact collaboratives, including the Teton Climate Action Partnership (TCAP). TCAP partners, including the Town of Jackson, believe that cross-sector collaboration enables them to identify and implement a diverse, distributed portfolio of projects that center equity and accelerate the community capacity and systemic change needed to achieve equitable net zero carbon by 2030. LegacyWorks Group supports the Jackson-Teton EV Charging Expansion Project because enabling vehicle electrification has consistently been identified as one of the most equitable ways to facilitate significant emission reduction in TCAP discussions.

LegacyWorks is ready to be engaged and is supportive of the Jackson-Teton EV Charging Expansion Project moving forward. We commit to continue to convene the TCAP partners and facilitate their collaboration and project incubation.

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

Sincerely,



Carl Palmer
Executive Director

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Town of Jackson

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:

* DATE:

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 111,960.00	\$	\$ 111,960.00
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$	\$	\$
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 6,591,000.00	\$	\$ 6,591,000.00
10. Equipment	\$	\$	\$
11. Miscellaneous	\$ 180,000.00	\$	\$ 180,000.00
12. SUBTOTAL (sum of lines 1-11)	\$ 6,882,960.00	\$	\$ 6,882,960.00
13. Contingencies	\$	\$	\$
14. SUBTOTAL	\$ 6,882,960.00	\$	\$ 6,882,960.00
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 6,882,960.00	\$	\$ 6,882,960.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X 100 % Enter the resulting Federal share.			\$ 6,882,960.00

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	Finance Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Town of Jackson	Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

Key Contacts Form

*** Applicant Organization Name:**

Town of Jackson

Enter the individual's role on the project (e.g., project manager, fiscal contact).

*** Contact 1 Project Role:**

Grant Administrator

Prefix:

*** First Name:** Alicia

Middle Name:

*** Last Name:** Cox

Suffix:

Title: Executive Director

Organizational Affiliation:

Yellowstone-Teton Clean Cities

*** Street1:** 185 W Broadway

Street2:

*** City:** Jackson

County:

*** State:** WY: Wyoming

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 830021756

*** Telephone Number:** 810.955.5811

Fax:

*** Email:** alicia@ytcleancities.org

Key Contacts Form

*** Applicant Organization Name:**

Town of Jackson

Enter the individual's role on the project (e.g., project manager, fiscal contact).

*** Contact 2 Project Role:** Grant Administrator

Prefix:

* First Name: Charlotte

Middle Name:

* Last Name: Frei

Suffix:

Title: Regional Trans. Planning Administrator

Organizational Affiliation:

Teton County, WY

* Street1: P.O. Box 1727

Street2:

* City: Jackson

County:

* State: WY: Wyoming

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 830011727

* Telephone Number: 307-732-8498

Fax:

* Email: cfrei@tetoncountywy.gov

Key Contacts Form

*** Applicant Organization Name:**

Town of Jackson

Enter the individual's role on the project (e.g., project manager, fiscal contact).

*** Contact 3 Project Role:** Project Manager

Prefix:

* First Name: Tanya

Middle Name:

* Last Name: Anderson

Suffix:

Title: Ecosystem Stewardship Coordinator

Organizational Affiliation:

Town of Jackson

* Street1: PO Box 1687

Street2:

* City: Jackson

County:

* State: WY: Wyoming

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 830011687

* Telephone Number: 307-733-3932

Fax:

* Email: tanderson@jacksonwy.gov

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz / Johnny Ziem
Agenda Item:	Gregory Lane Right-of-Way Easements	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider staff's proposed Gregory Lane right-of-way easements and appropriation of funds.

Requested Action.

Staff requests that Council review the proposed easements and approve appropriating funds for the acquisition.

Recommendations.

Staff recommends approving the proposed easements and appropriation of funds.

Background.

The Gregory Lane Complete Street project was identified as a community need decades ago, and utility infrastructure upgrades are additionally necessary in this corridor. This project has been supported through a community vote to fund through the Specific Purpose Excise Tax (SPET), a penny sales tax to fund community projects. The Town has additionally dedicated capital improvement funds, as well as water and wastewater utility enterprise funds, has been awarded state funding toward the project, and is awaiting a decision on federal funding. This broad and multi-pronged support for this effort demonstrates strong alignment among multiple key interested parties.

Project planning and studies began in 2021. Town Council reviewed concepts in August 2023 and provided direction on alternatives in May of 2024 to inform the design. This item provides information about the necessary easements to be acquired from some adjacent landowners in order to design the project as directed and planned. Refer to Table 1 in the Analysis & Key Policy Questions section of this staff report for the list of properties at which the Town is seeking necessary easements.

Staff provided each impacted property owner with the easement document information, which included a written summary statement, appraisal report, and easement exhibit. A typical package example is attached to this report. A detailed summary of our efforts follows in the analysis section.

Analysis.

Gregory Lane was developed in the County prior to being annexed into the Town. It is a patchwork of parcels and subdivisions with a typical right-of-way width of 40-feet, where we would typically require 60-feet. At the north and south ends the right-of-way does expand to 60-feet. However, based on a survey of the existing property monuments there are some areas that are less than the typical widths. Staff has been working to acquire easements along properties in these narrower areas in order to provide a uniform width corridor for the Gregory improvements. Additionally, easements are being sought for the inside corners of roadway turns in order to both improve the turn radius for vehicles and provide for the full widths of the sidewalk and buffer.

ADDRESS	OWNER	SIZE, SF	STATUS
1305 Gregory Lane	Patricia Ann Weber Trust	341	In Discussion
1255 Gregory Lane	Scott Charitable Remainder Unitrust, John L. Jr. & Beverly R. Trustees	522	Rejected offer and easement
1225 Gregory Lane	Hoke & Co., LLC	651	Agreeable
1205 Gregory Lane	North Park Transportation Co.	61	Agreeable
1155 Gregory Lane	Gone Golfing Properties, LLC	251	In Discussion
1055 Gregory Lane	TCA Industrial Park Assoc.	27	Agreeable
1010 South Park Loop Road	Wyoming West Investment Properties	142	Agreeable
1170 Gregory Lane	Farnsworth, Alan K & Wendy A. Living Trust	92	Notified w/out response
1180 Gregory Lane	Budge-Kilmain Business Park LLC	527	Agreeable

TABLE 1: Summary table of the easement locations and status.

The total value offered for the easements is \$91,400. The cost is the collective cost of what has been presented to or negotiated with the landowners based on appraisals and negotiations. Staff expects that we will be able to finalize easements for or near these values with the agreeable parties. Staff will continue discussions with the “In Discussion” properties. We will continue to try and reach the non-responsive party and if they remain non-responsive staff will discuss with the Town Manager whether to adjust the road geometry or leverage eminent domain.

The single rejected easement was needed to maintain the desired sidewalk width. Currently, we have reduced the width of the sidewalk along this frontage. If time allows, staff may approach the owners about the easement again.

These easements are not final until executed and staff anticipates that there may still be some final negotiating cost or terms as the easements are finalized. The proposed motion is to approve the easement acquisitions and funding appropriation as presented and authorize the Town Manager and Town Attorney to negotiate the final costs and terms of the easements. The motion is crafted to allow staff flexibility in finalizing the easements while deferring to the Town Manager and Attorney whether an easement would need to be brought back to council.

Key Policy Questions for Town Council.

- Does Council agree with staff’s recommendation to pursue the easements?
- Does Council agree with staff’s motion authorizing the Town Manger and Town Attorney to finalize the costs and terms of the easements?

If the Council does not agree with staff and would like to discuss the item then it must be pulled from the Consent.

Possible Alternatives.

The following are conceivable alternatives to the staff's recommendation.

1. Approve a portion of the easements proposed, and direct staff regarding how to proceed with the others.
2. Direct staff to pursue eminent domain for properties where the landowner was not responsive or not agreeable to negotiating an easement.
3. Direct staff to not pursue easements and modify the design to remain within existing public right-of-way. This option presents challenges for both primary design goals: prioritizing industrial use (large vehicle movement) and pedestrian safety.

Comprehensive Plan & Priority Alignment.

Easement acquisition will enable the desired streetscape to be installed. The Gregory Lane project in full aligns with these Comprehensive Plan goals:

- Ecosystem Stewardship: Common Value 1
 - Chapter 2 – Climate Sustainability
 - Principle 1.2 – Preserve and enhance surface water and groundwater quality
 - Principle 2.1 – Reduce the consumption of non-renewable energy
- Growth Management: Common Value 2
 - Chapter 3 – Responsible Growth Management
 - Principle 3.2 – Enhance suitable locations as Complete Neighborhoods
 - Chapter 4 – Town as Heart – the Central Complete Neighborhood
 - Principle 4.2 – Promote vibrant, walkable mixed use areas
- Quality of Life: Common Value 3
 - Chapter 7 – Multimodal Transportation
 - Principle 7.1 – Meet future transportation demand with walk, bike, carpool, transit, and micro-mobility infrastructure
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

The easements for the Gregory Lane project will be funded with 2014 SPET funds and if necessary 2019 SPET Funds, as provided for in the SPET language.

Staff Impact.

Staff impact for this item includes roughly 25-30 hours of staff time meeting with property owners to discuss their property frontage and easement request., and 2 hours for the Town Attorney and Town Engineer for the easement documents.

Attachments or Links.

1. Standard Town of Jackson Street and Utility Easement
2. Maps of proposed easements.
3. Typical offer package delivered to the landowners.

Suggested Motion.

I move to:

1. Approve the easement acquisitions and funding appropriation as presented, and
2. Authorize the Town Manager and Town Attorney to negotiate the final costs and terms of the easements, and
3. Authorize the mayor to execute the easements.

Town of Jackson
STREET AND UTILITY EASEMENT

The undersigned, authorized representative for GRANTOR's Legal Name, GRANTOR'S Organization, e.g. a Wyoming LLC, having a mailing address of GRANTOR'S Address. ("Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the **Town of Jackson**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming, 83001 and to its successors and assigns, ("Grantee"), a perpetual non-exclusive easement and right of way easement in, on, over, under, across, and through that property described on the Legal Description, Exhibit A, attached hereto and by this reference made a part hereof for the right to:

lay out, construct, maintain, and use a roadway and appurtenant sidewalk for public access, ingress, and egress, together with the right to install, operate, and maintain public utilities and appurtenances thereto, including but not limited to sanitary sewer, water, stormwater, streetlights, gas, communications and electricity.

Together with all necessary and reasonable rights of ingress and egress for the location and repair of roadway and appurtenant sidewalk and utilities, and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the roadway and appurtenant sidewalk and utilities.

The undersigned agrees that the roadway, appurtenant sidewalk and related facilities installed on or under the described lands shall remain the property of and be removable by the Grantee in its sole discretion.

The effective date of this agreement is the ____ day of _____, 2024.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK – SIGNATURES FOLLOW ON NEXT PAGE]

GRANTOR:

GRANTOR’S LEGAL NAME
ORGANIZATION, e.g. a Wyoming LLC

By: _____

STATE OF STATE)
) ss.
COUNTY OF COUNTY)

This instrument was acknowledged before me on _____, 2024
by _____, acting as its _____.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON
MUNICIPAL CORPORATION OF THE STATE OF WYOMING

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

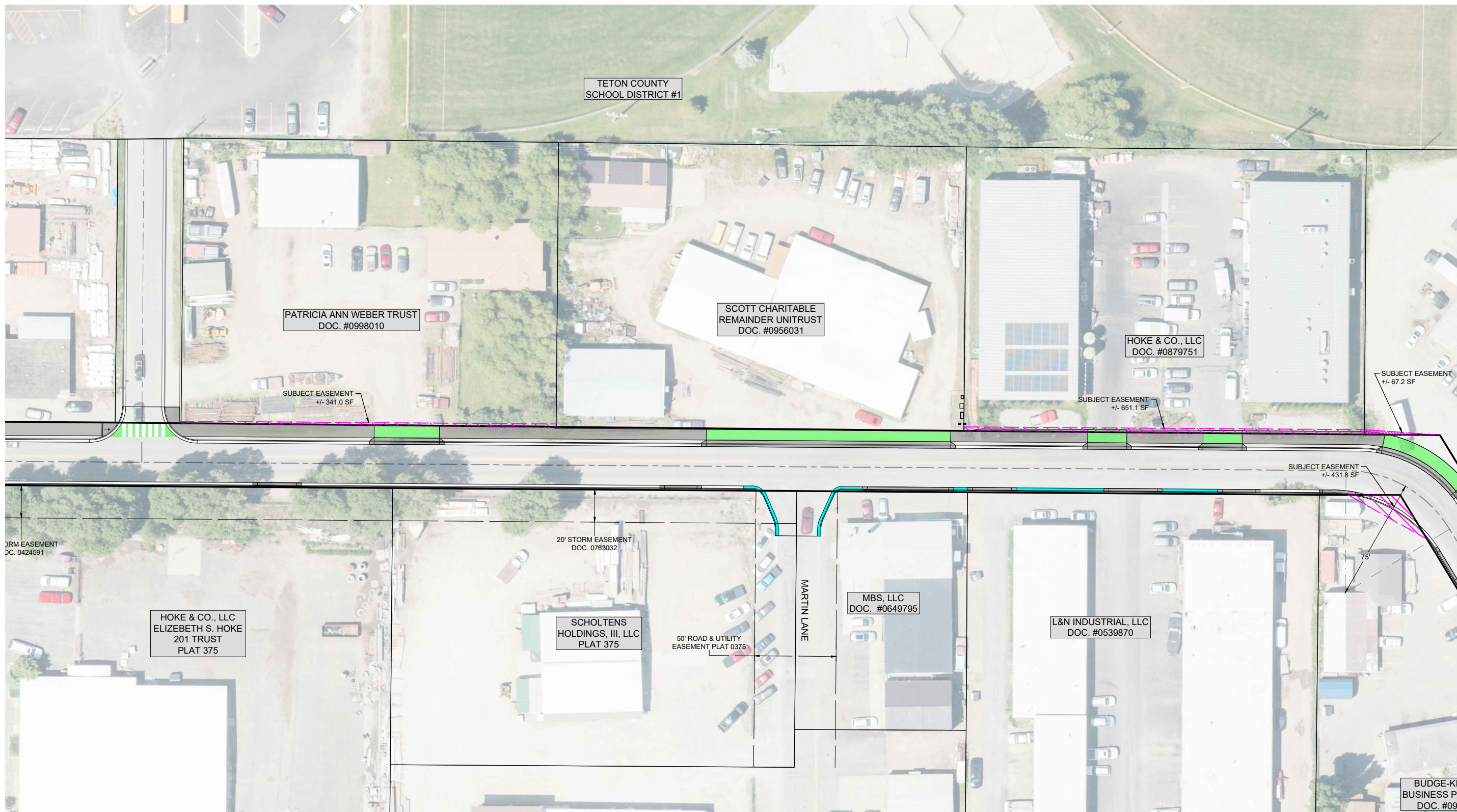
By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2024 by Hailey
Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor as the Town Clerk of the Town of
Jackson.

Notary Public
My commission expires: _____

[NOTE: PRIOR TO RECORDING ATTACH EXHIBIT A]



0 30 60

SCALE: 1 INCH = 60 FEET

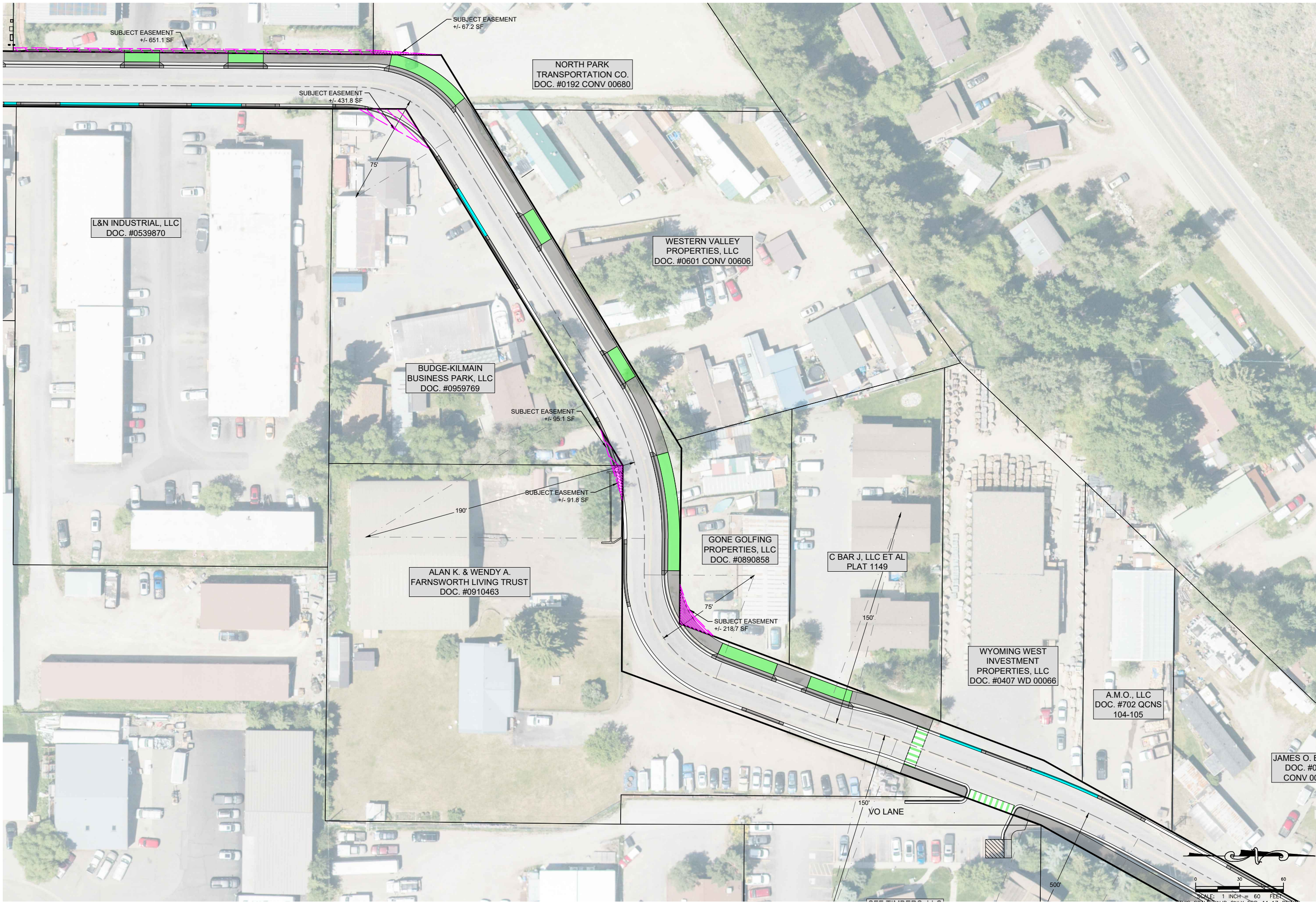
THIS SCALE VALID ONLY FOR 11x17 PRINTS

SHEET TITLE:
POTENTIAL EASEMENTS

DESIGNED BY:	JK
REVIEWED BY:	RA
PLAN VERSION	DATE
	03/25/2024
12/20/2024	
PROJECT NUMBER	
18047	
SHEET	
SOUTH	

Ver: 1.0.0
Prepared by: Jorgensen on Dec 05, 2024 - 10:13am

P:\2024\18047 - Gregory Lane\18047-CAD\CAD3024-Conv\18047 - Conv\24 - Easement Easement.dwg

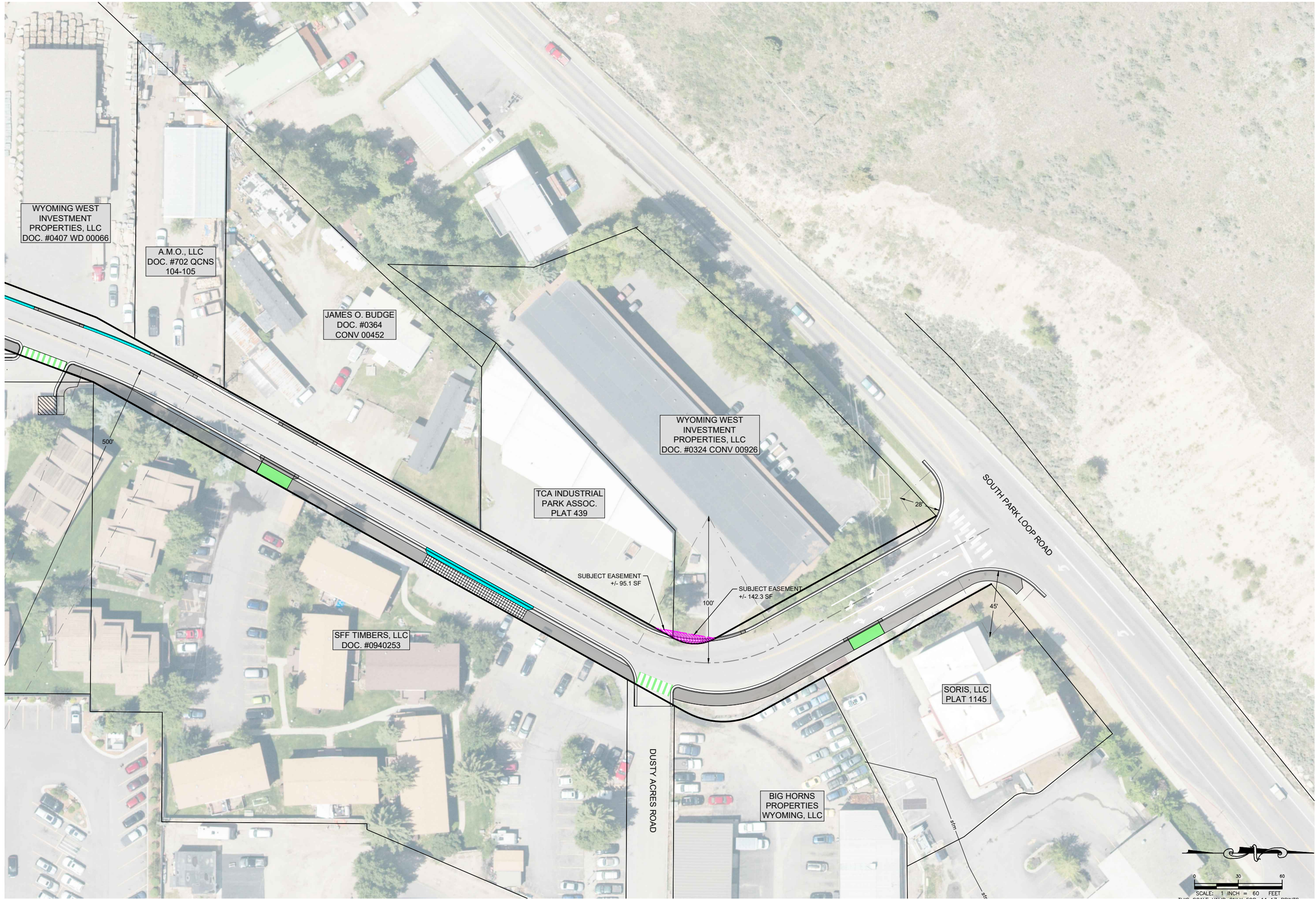


JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
GREGORY LANE IMPROVEMENTS
TOWN OF JACKSON

SHEET TITLE:
POTENTIAL EASEMENTS

DESIGNED BY:	JK
REVIEWED BY:	RA
PLAN VERSION	DATE
12/05/2024	03/25/2024
PROJECT NUMBER	18047
SHEET	MIDDLE





September 13, 2024

DELIVERED BY HAND

North Park Transportation Co.
5150 Columbine St
Denver, CO 80216-2305

RE: Project: Town of Jackson Gregory Lane Corridor Improvements

Dear North Park Transportation Co.:

The Town of Jackson has approved SPET funding from 2014 and 2019, for the upcoming Gregory Lane Corridor Improvements project. The Gregory Lane Corridor Improvements project is located along the Gregory Lane corridor between High School Road and South Park Loop Road in the Town of Jackson, Wyoming. Through the approved SPET, the Gregory Lane project will provide improved roadway alignment for commercial use, safety for pedestrians and upgraded water/sewer/stormwater infrastructure throughout the corridor. One area of note is the softening of the "S" turns in the middle of the corridor.

The Gregory Lane Corridor Improvement project approved by the Town of Jackson Council will affect property owned by you and will require a certain easement on a portion of your property to be acquired by the Town of Jackson. The appraisal report for the property and the specific portion affected is also enclosed herewith.

On behalf of the Town of Jackson, I am authorized to present an offer to you in the amount of **\$1,500**, which was based on the appraised fair market value of your property determined by a certified general appraiser licensed in the State of Wyoming. Attached is a summary statement of the offer for your property located at 1205 Gregory Lane.

The Town would greatly appreciate your response to this offer within **sixty (60) days** of receipt. If you have any questions or concerns, please do not hesitate to contact me at btlenz@jacksonwy.gov or 307.733.3079.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Lenz", is written over the printed name.

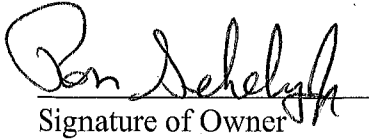
Brian Lenz
Town of Jackson

Enclosures

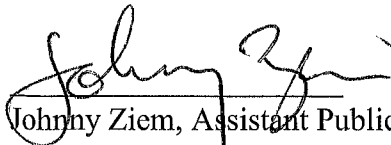
- Written Summary Statement
- Appraisal Report
- Easement Exhibit

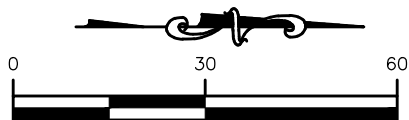
Acknowledgment of Receipt

I certify that, on 9-19-24, 2024, I received a copy of this letter, along with the above enclosures.


Signature of Owner

I certify that, on 9-19-24, 2024, a copy of this letter and the above enclosures were hand delivered by me to the above-named landowner.


Johnny Ziem, Assistant Public Works Director
Town of Jackson



SCALE: 1 INCH = 30 FEET
THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

**EXHIBIT TO ACCOMPANY
POTENTIAL EASEMENT
PACKAGE FOR
NORTH PARK
TRANSPORTATION
CO.**

Appraisal Report

Property:

Project - Gregory Lane Infrastructure Improvement

Parcel No.5 – Per Jorgensen Engineering Project Map 18047

1205 GREGORY LANE, JACKSON, WY 83001

Valuation of:

Acquisition No.1 – (61.27 SF)

Property Belonging To:

NORTH PARK TRANSPORTATION

Client:

Jorgensen Associates, Inc.

c/o Reed Armijo, PE

rarmijo@jorgeng.com

1315 HWY 89 S., Suite 201

PO Box 9550

Jackson, WY 83002

Date of Valuation:

April 6, 2024

Date of Report:

May 1, 2024

Prepared By:

Andrew Cornish, MAI, SRA

Wyoming Certified Real Estate Appraiser, Permit No. 302

Rocky Mountain Appraisals

P.O. Box 9488

Jackson, WY 83002



May 1, 2024

Jorgensen Associates, Inc.
c/o Reed Armijo, PE
rarmijo@jorgeng.com

RE: Parcel No.5 – Per Jorgensen Engineering Project Map 18047 - 1205 Gregory Lane,
Jackson, WY 83001 – North Park Transportation

Dear Mr. Armijo:

In fulfillment of your request, I am pleased to transmit herewith an appraisal report of the estimated value associated with the:

Acquisition No.1 – (61.27 SF)

The above-described encumbrances / takings are located on the property located at 1205 Gregory Lane, Jackson, Wyoming. The report sets forth the applicable approaches to value, which leads to my value conclusion, along with the supporting data and reasoning that form the basis of my opinion. The value opinion is qualified by certain definitions, limiting conditions, and certifications which are set forth in the report.

This observation and appraisal were made for the purpose of estimating the compensation due to the landowners as subsequently defined in the attached report, as of the April 6, 2024, date of site observation. The report was finalized on May 1, 2024. The necessary research and analysis were performed prior, subsequent, and on the initial date of inspection.

The subject property was observed by Andrew Cornish, MAI SRA, Wyoming Certified General Real Estate Appraiser, Permit No. 302.

As a result of the analysis contained in this report, the compensation due to the landowners, as of the effective date of the appraisal, is estimated to be:

Ownership	Parcel	Project Use	Size (SF)	Comments	Recommended Compensation
North Park Transportation	5	Road / Acquisition	61.27	Encroachment Easement / Acquisition	\$1,500.00

TOTAL ESTIMATED COMPENSATION	
Acquisition Parcel 5	\$1,500.00
Damages (Before-After)	\$0.00
Damages (Cost to Cure)	\$0.00
Total Estimated Compensation	\$1,500.00

Respectfully yours,

Andrew
Cornish, MAI,
SRA

Digitally signed by
Andrew Cornish, MAI,
SRA
Date: 2024.05.01 14:53:26
-06'00'

Andrew Cornish, MAI, SRA
Certified General Real Estate Appraiser
Wyoming Permit No. 302

APPRAISAL SUMMARY

Project: Gregory Lane Improvement
Road: Gregory Lane
County: Teton
Map Reference: Jorgensen 18047
Parcel: Parcel 5

- (a) **Identification:** N/A
Name: North Park Transportation
Address: 1205 Gregory Lane
City and State: Jackson, WY
Telephone: N/A
Legal Description:

Acquisition – 1 (61.27 SF)

- (b) **Type of interest being acquired:** Encroachment Easement
- (c) **Identification of improvements, including fixtures acquired:** None
- (d) **Improvements and fixtures not owned:** None.
- (e) **Personal property being acquired:** None.
- (f) **Summary of fair market value:**

1.	Land / Easement.....	\$1,500.00
2.	Temporary Taking(s).....	\$ -0-
3.	Improvements.....	\$ -0-
4.	Damages	\$ -0-
5.	Less Benefits or Salvage	\$ -0-
6.	TOTAL.....	\$1,500.00

- (g) **Limiting Conditions:** As stated in the appraisal report.

By: Andrew Cornish, MAI, SRA
SRA

Digitally signed by
Andrew Cornish, MAI,
SRA
Date: 2024.05.01
14:53:49 -06'00'

Date of Report: May 1, 2024

The last 77 pages of supporting documents are available by request.

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Town Council Meeting
Submitting Department:	External Affairs	Presenter:	Susan Scarlata
Agenda Item:	MOU with Grand Teton Skating Association (GTSA) CONSENT	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this report is to review and approve a Memorandum of Understanding (MOU) for SK8 JH doing business as Grand Teton Skating Association (GTSA) to operate 'JH Winter Wonderland: Skating on the Square.'

Requested Action.

Staff requests that Council approve the updated MOU with GTSA attached to this staff report.

Recommendation.

Staff recommends that Council review and approve this updated MOU with GTSA.

Background.

JH Winter Wonderland (JHWW) has been operating on the Town Square since 2017. The first Memorandum of Understanding (MOU) was put in place that same year to establish the terms and conditions under which the Town grants GTSA the right to use open space on a portion of Town Square

Analysis.

Since this partnership began, staff has come to understand more nuances about various items that will make this a more agreeable collaboration and better maintain Town assets on the Town Square.

Possible Alternatives.

Council could modify or not approve the MOU with JH Winter Wonderland.

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.

NA

Staff Impact.

Town staff has spent a few hours writing this report and MOU and meeting and communicating with staff from GTSA.

Attachments or Links.

Memorandum of Understanding Between SK8 JH, Inc. and the Town of Jackson

Suggested Motion.

I move to approve the attached MOU with 'SK8 JH, Inc.' and the Town of Jackson with minor changes by staff.

**MEMORANDUM OF UNDERSTANDING BETWEEN SK8 JH, INC.
AND TOWN OF JACKSON, WYOMING**

1. Parties. This Memorandum of Understanding ("**MOU**") is made and entered into by and between Sk8 JH, Inc., a Wyoming non-profit corporation d/b/a Grand Teton Skating Association, whose address is P.O. Box 1370, Jackson, WY 83001 ("**GTSA**"), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 ("**Town**").
2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Town grants GTSA the right to use open space located on Town-owned property within a portion of the Town Square, as depicted in Exhibit A attached hereto and incorporated herein by reference ("**Property**"), for installation of an outdoor skating rink ("Rink") for the use and benefit of the general public during the term of this MOU. This MOU is in lieu of a special event permit.
3. Term of MOU. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect until March 15, 2025. This MOU may be terminated by either Party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed below.
4. Payment. No payment shall be made to either Party by the other as a result of this MOU.
5. Responsibilities of the Town. The Town commits to provide GTSA with:
 - A. The exclusive use of the Property from 12:00 pm until 9:00 pm on weekends and federal holidays, and from 4:30 pm until 9:00 pm on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for the term of this MOU, subject to the responsibilities of GTSA as set forth herein. During non-operating hours, the Town Council and/or Town staff may approve of other uses on the Town Square, including the Property, and may give permission for other events or groups to use the Rink.
 - B. Two hundred (200) feet of fire hose, a nozzle, a hydrant fitting and wrench. Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice at its availability and sole discretion.
 - C. Relocation of recycling receptacles near the Rink.
 - D. Removal of a segment of fence along George Washington Memorial Park ("**Park**") and installation of an ADA-accessible ramp to provide access through the Park from the Stage Stop Building to the Rink, all of which is as Town staff deems appropriate.
 - E. Access to electricity in the Town Square.
6. Responsibilities of the GTSA. GTSA understands, covenants, and agrees that, other than the responsibilities of the Town as set forth in Paragraph 5, GTSA is solely responsible for:

- A.** The Rink installation; ice manufacture; ice maintenance; Rink maintenance and management; all Rink operations including, but not limited to, lights, light fixtures, sculptures, music, heaters, hot beverages, advertising, skate rentals, and the sound system.
- B.** Securing the Rink during operating and non-operating hours, including appropriate temporary fencing and/or barriers for the Rink and any other structures associated with the Rink on the Property.
- C.** Staffing the Rink and maintaining operating hours necessary to support user group requirements and meet Town requirements for dependable public skating time.
- D.** Keeping the Property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety.
- E.** Not altering the Property except as explicitly stated herein without first obtaining the express written consent of the Town.
- F.** Having all ice removed prior to April 13, 2025, and return the site to pre-event conditions in order to accommodate the Easter Egg Hunt on the Town Square on April 20, 2025. This condition survives expiration of this MOU.
- G.** Entering into an agreement with the Chamber of Commerce concerning the use of the Stage Stop Building.
- H.** Giving the Town prompt written notice, defined as within five (5) business days, of any accident, fire, or damage on or to the Property.
- I.** Only permitting employees, agents, servants, and business invitees to remain in or loiter upon the Property.
- J.** Complying with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to GTSA and/or its use of the Property.
- K.** Complying with all reasonable rules and regulations that may be established, from time to time, by the Town.
- L.** Completely closing the Rink to patrons thirty (30) minutes prior to the commencement of the International Pedigree Stage Stop Sled Dog Race Special Event. The Rink will be allowed to reopen after the last sled dog team exits the starting gate on the date of the event.
- M.** Not utilizing construction fencing or tape.

- N. Taping and/or securing all power and sound cords that cross walkways to avoid creating a tripping hazard.
- O. Installing, maintaining, and removing the Plexiglass walls as depicted in Exhibit A attached hereto in a safe manner. The Plexiglass walls must be installed at least 12 inches from all sides of the boardwalk (street facing as well as inside the Town Square), and the boardwalk must remain level, or as approved by the Town Manager. The Plexiglass walls shall not be installed in any way which could obstruct the Town's access to the boardwalk for its normal snow plowing operations, including snow storage.
- P. Placing a buffer material approved by the Parks and Recreation Department between any bales of hay and the ground.
- Q. Maintaining a clear path through the Park to the Rink, if Park access is available as described in Paragraph 5.E.
- R. Working with the Parks and Recreation Department to raise the western edge of the Rink, thereby leveling the Rink. To level the Rink, GTSA may only use snowpack or ice; no other substances or materials (including a snow making machine) are allowed without the Town's written consent.
- S. Playing music during the Rink hours of operation and keeping this music at a low volume in compliance with the Town of Jackson Municipal Code and Land Development Regulations.
- T. Directing and controlling all public parking to conform to the regulations and requirements of the Town.

7. Use of the Property.

- A. The Town has the authority to prohibit parking that interferes with the safe and appropriate use of the Property and retains the right to sign and enforce parking regulations for public safety, access, and appropriate use.
- B. Events involving the use, handling, mixing, or liberation of combustible/flammable liquids, vapors, gases, fireworks, explosive materials, or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous Use are expressly prohibited. All use of the Property by GTSA must comply with the laws, regulations, covenants, and ordinances of the United States, the State of Wyoming, the County of Teton, and the Town of Jackson.
- C. GTSA shall not sell or allow the sales of any alcoholic beverages on the Property.

8. Acceptance, Repair and Maintenance of the Property. GTSA has inspected the Property and accepts it in "as is" condition. GTSA agrees to be responsible for routine maintenance and repairs on the Property and for any damages caused by the Rink or GTSA's patrons to the Property. GTSA shall not knowingly commit or willingly permit to be committed any act or thing contrary to the

rules and regulations of any federal, state, municipal, or quasi-governmental authority. If the Town determines, in its sole discretion, that the Property is not being properly maintained in accordance with this paragraph, it shall give notice to GTSA in writing to repair and/or maintain the Property. GTSA shall have forty-eight (48) hours in which to correct any minor deficiencies and ~~ten~~ (10) days for larger repairs which are the responsibility of GTSA under this MOU. If the repairs and maintenance duties of GTSA as described herein are not performed to the Town's satisfaction within the required time period, the Town may employ another person or entity to repair and/or maintain all or any part of the Property and GTSA shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

9. Default by GTSA. GTSA agrees to observe and perform the conditions and covenants set forth in this MOU. If GTSA fails to observe or perform any one or more of these conditions or covenants, including failure to repair or maintain the Property, for a period of more than 5 calendar days after written notice of default has been delivered to GTSA, the Town may, at its election, with or without additional notice, terminate this MOU or re-enter and repossess itself of the Property, with or without legal proceeding. In addition, in the event of termination of this MOU and/or repossession of the Property, GTSA shall be liable for any outstanding unpaid costs and expenses under this MOU.

10. Alterations and Improvements. The Town has the right, and GTSA shall permit the Town or its representative(s), at any time to enter the Property to inspect and/or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Property. All such improvements will be done, so far as practicable, to avoid interference with GTSA's occupancy and use of the Property. GTSA is not entitled to compensation for unavoidable interference with its occupancy and use and waives any claim for damages, including loss of business, resulting therefrom.

11. Insurance. GTSA must, at GTSA's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before the due date. The policy or policies must be issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00). The insurance policy must name the Town including its Officers, Officials, Employees, and Volunteers as an additional insured, state that coverage is primary and non-contributory, and cover all risks incident to GTSA's use of the Property and business in connection therewith.

GTSA shall furnish and deposit with the Town certificates of all such insurance policies to be maintained by GTSA with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this MOU, and copies of all insurance policies obtained at any time thereafter during the term of this MOU. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this MOU except after fifteen (15) days written notice thereof to the Town.

- 12. Signs.** GTSA shall have the right to erect and maintain signs or temporary signs or banners in, on, or about the Property advertising the Rink and public skating hours specifically including one sign located on the Stage Stop Building facing Broadway and a second sign on Stage Stop Building facing the interior of the park. GTSA shall be allowed to place up to 2 temporary banners inside the ice area advertising sponsors during hours of operation only. GTSA shall not be permitted to erect any banners or signs other than as specified herein.
- 13. Indemnification.** GTSA shall indemnify the Town and save it harmless from and against any and all claims, actions, damages, liability, and expense (including attorney's fees related thereto) in connection with loss of life, personal injury, or damage to property occurring in, on, about, or arising out of the Property or the occupancy or use of the Property by GTSA or its agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of GTSA, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, or employees, etc.
- 14. Attorney's Fees.** In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this MOU, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.
- 15. Non-Assignment.** GTSA shall not assign, mortgage, hypothecate, or otherwise encumber this MOU or any interest therein, nor permit the Property or any part thereof to be used by any other person, firm, corporation, or other entity other than the GTSA without the written consent of the Town in each instance. The consent by the Town to an assignment shall not be construed to release the GTSA from the requirement that it obtain the Town's written consent for any further assignment(s). In the event permission is granted for any such assignment, subletting, licensing, or granting of a concession, GTSA shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement, including, without limitation, the covenant to pay rent.
- 16. Town's Access.** The Town and its agents, employees, or other representatives may enter the Property at any reasonable time after reasonable notice for the purpose of (a) inspecting the Property to ascertain GTSA's compliance with the terms and conditions of this MOU; (b) in order to make repairs, additions, or alterations as the Town deems necessary; or (c) for any other reasonable purposes.
- 17. Notices.** Any notices required or permitted to be given or served by either party to the other, unless otherwise stated herein, shall be deemed to have been duly given or served when in writing and forwarded by certified mail, postage prepaid, return receipt requested, with a courtesy copy via email, to the respective addresses set forth below.

GTSA: Sk8 Jh, Inc.
P.O. Box 1370
Jackson, WY 83001
EMAIL:

TOWN: Town of Jackson
ATTN: Town Manager
P.O. Box 1687
Jackson, Wyoming 83001
EMAIL:

18. Amendment or Modification. GTSA acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.

19. General Provisions.

- A. No Partnership.** No partnership or joint venture is created by this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State 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.
- C. Entirety of Agreement.** The parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.
- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Governmental Immunity.** The Town does not waive its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

- G. Signatures.** In witness thereof, the Parties to this MOU through their duly authorized representatives have executed this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.
- H. Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

The effective date of this MOU is the date of the signature last affixed to this document.

Sk8 Jh, Inc. d/b/a Grand Teton Skating Association

By: _____ Date _____
Its:

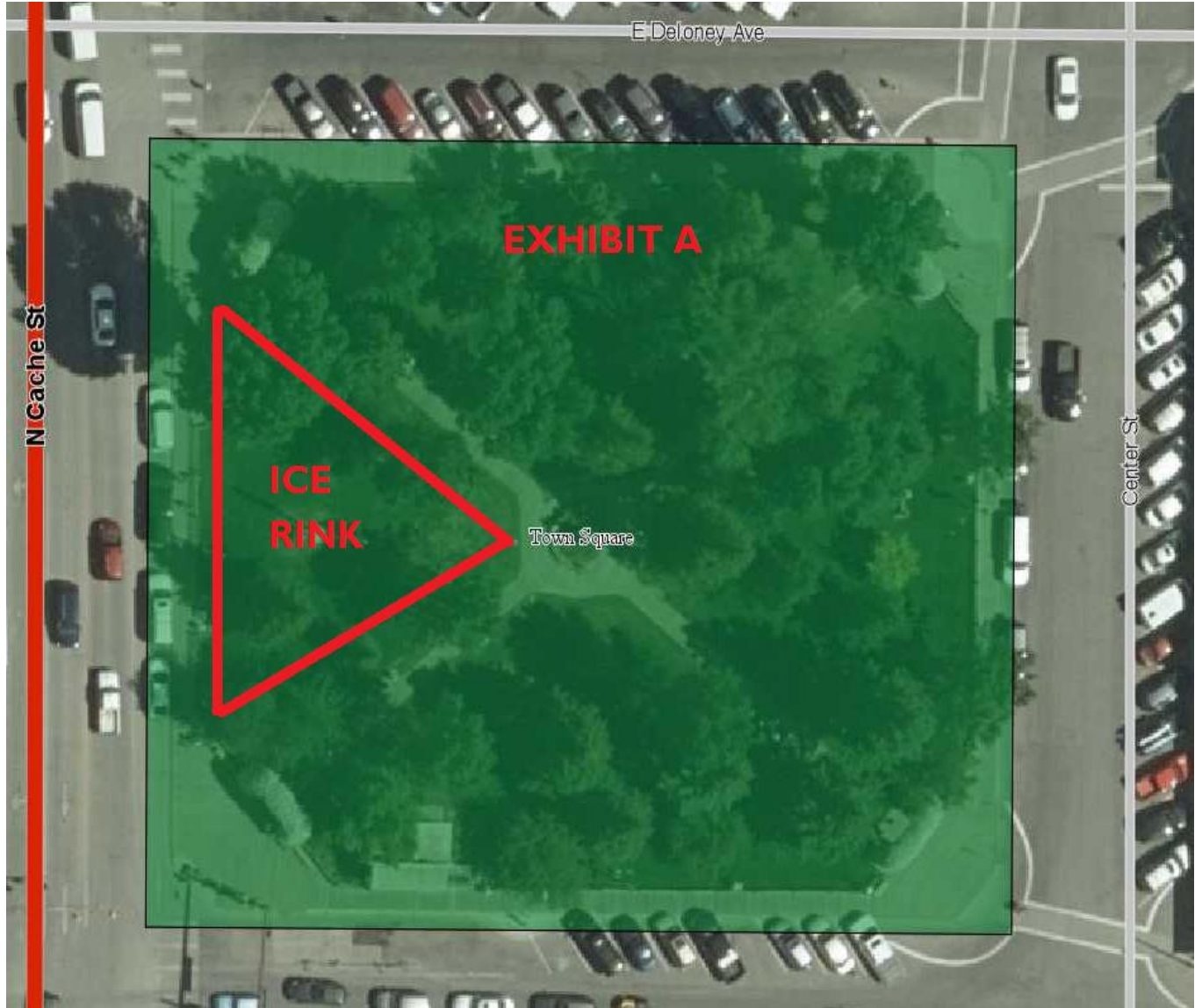
Town of Jackson, Wyoming

Hailey Morton Levinson
Mayor Date _____

Attest:

Riley Taylor
Town Clerk Date _____

EXHIBIT A



SCOPING STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Taxi Rate Change Scoping Staff Report	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to research and present a comprehensive report analyzing changing / updating the rates for taxis in the Town of Jackson.

Requested Action.

Please consider this item in tandem with Council's calendar and priority list to determine how much time, if any, staff should spend on researching and presenting a comprehensive report analyzing changing / updating the rates for taxis.

Recommendations.

Staff recommends this item be placed on the PI List.

Background.

At its October 7, 2024 meeting, Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to research and present a comprehensive report analyzing changing / updating the rates for taxis. Staff estimates time to consider this item at Council meetings will be approximately 5+ hours at one Council meeting.

Analysis & Key Policy Questions.

If Council wants to move forward with this item, it will need to consider delaying, deferring, or replacing other already agreed upon priorities.

Key Question: Does Council want to proceed with staff presenting a comprehensive report to analyze, change, or update the rates for taxis and if so, what other priority(s) will need to be delayed, deferred, or replaced.

The key elements of preparing and presenting a comprehensive staff report on this item include:

- Reviewing and presenting background on the current system (background of how Council chose this "zone" structure versus other structure (i.e., meters, etc.).
- Presenting details of the current cost (what the rates are now, the per mile cost, etc.)
- Presenting basic cost changes since the rates were set in 2021
- Gathering public input/information about how the current system is serving/functioning for the public
- Researching other communities
- Presenting / drafting revised documents (resolution – map and rates)
- Presenting information on compliance

Fiscal Impact.

There is no fiscal impact to the Town of updating the rates because the rates are set in a schedule set forth in resolution, thus changes do not require an ordinance update.

Staff Impact.

Staff will have to delay work on the following projects to pursue this item:

- Legal: There is not a set calendar for Legal Department work in 2025, however adding this project to the Department's workload will have the following potential general effects:
- *Completion of Title Updates*. Titles 8, 12, and 13 remain to be comprehensively updated. Adding a research project on taxi rate changes will delay this item on the Council's meeting agenda by approximately 1-2 months.
 - *Staff Support Work*. At this time, it is not clear what or how much other support departments (Planning, Public Works, START, Police, Housing, Regional Transportation, Administration, Internal Services) will need in 2025, and while the mandatory legal deadlines will be met, adding this work may delay support work that *can be* delayed by approximately 1-2 months.

The total estimated staff time for this project is 35 hours with time spent by the Legal (25) and Police Departments (10). Staff spent approximately 1.5 hours preparing this staff report and presentation.

Attachments or Links.

Town Council Calendar and Priority List.

Suggested Motion.

I move to direct staff to place this item on the PI list for future consideration.

COUNCIL WORK PLAN CALENDAR 2024		
JANUARY	FEBRUARY	MARCH
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Equity Task Force Presentation	Title 7, Animals	Equity Task Force Updated Resolution
Pre-Construction Bid for Stilson-	Censure Ordinances-	Fairgrounds & Rodeo Lease Extension
Snow King & Willow Stop Sign	LDR General Update 2023	PI List Review (continued to May)
	Kelly Place Deed Restriction	
JIM	JIM	JIM
Cancelled	Joint Department Funding Task Force Discussion	Housing Department Work Plan & Housing Supply Plan
		Regional Transportation Work Plan
APRIL	MAY	JUNE
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Legislative Debrief & Resolutions for WAM	Gregory Lane Design-	Accessible Housing Policy Upgrades-
Furthering Accessibility @ Town Bldgs. & Sites (scoping)	Title 15 Updates Building & Construction	Town & County Joint Revenue Options
Fire JPA	PI List Review (continued to TBD)	Moratorium Proposed Process
SPECIAL MTG. (April 22)	JIM	JIM
Long Range Planning Work Plan & Indicator Report	90 Virginian Lane Developer Selection	90 Virginian Lane Developer Selection-
Joint Alternative Funding Options	SS4A Vision, Goals, & Leadership Commitment	Joint Alternative Funding Options (2nd Mtg.)
	Mobility Hub Study & Next Steps	
	Community Wildfire Protection Plan (WUI)	

COUNCIL WORK PLAN CALENDAR 2024 (CONTINUED)		
JULY	AUGUST	SEPTEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Budget & Revenue Strategy	Moratorium	Total Compensation & Benefit Review
Final Sustainability Plan	County Water Quality Plan & Update to Sewer Policies	Police Department Staff Retention
Rights of Nature Resolution	Destination Management & Marketing Organization	Pay As You Throw Pricing/Alcohol Container Ordinance
Fire JPA	West Jackson Subarea Transportation Plan	
Equity Task Force Appointments (Special Mtg.)		
Moratorium		
JIM	JIM	JIM
Fire JPA	Housing Dept. Rules & Regs Issues Identification	Housing Department Rules & Regs Clean-Up
Joint Revenue Ballot Initiatives	90 Virginian Lane Update	Indicator Report Dashboard
OCTOBER	NOVEMBER	DECEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Title 7, Animals (2nd mtg.)	License Plate Readers Update	Taxi Rate Scoping Report
Fire & Building Code Updates	Further Steps to Reduce Barriers to ECE Scoping Report	Policy Manual Update
	Legislative Agenda & Approach	Gregory Lane - Design & Construction
	Recommendation to Create Task Force on Transportation/Comms	Affordable Non-Residential Space Scoping Report
	Karns Meadow EA & CUP	EBike Scoping Report
		Public Art Allocation
JM	JM	JM
90 Virginian Lane Development		90 Virginian Lane Development
Housing Department Rules & Regs Clean Up		Stilson Transit Center GMP & SPET Use of Funds
		Housing Department Rules & Regs Adoption
		SS4A Leadership Commitment Adoption & Update
		Ground Lease w/ Virginian RV Park

SHIFTS & CHANGES	
Furthering Accessibility @ Town Bldgs. & Sites (scoping)	Moved from March to April
Community Wildfire Protection Plan	Added to May JIM at Request of Interim Fire Chief
Rights of Nature Resolution	Moved from March to June to July
Final Sustainability Plan	Moved from June to July
Joint Revenue Ballot Initiatives	Added in July
Equity Task Force Appointments (Special Mtg.)	Moved from May to June
Community Solar	Moved from June to July & then just a memo
Budget & Revenue Strategy	Moved to June after budget, then discussed w/ County
County Water Quality Plan & Update to Sewer Policies	Combined & moved from June to August
Modernizing Mobility for West Jackson Plan	Moved from June to July then shift to Town mtg. in Aug.
Total Comp/Benefit Review/PD Staff Retention	Moved from May to July to September & split into 2 items
Indicator Report Dashboard	Added to September JIM
Karns Meadow EA & CUP Preview	Moved from April to July to September to November
Joint Alternative Funding Options	Moved to April JIM to TBD
Fairgrounds & Rodeo Lease Extension	2nd Mtg., response from County received in September
Stilson Transit Center GMP & SPET Use of Funds	Moved from August JIM to November to December
Moratorium Process	Added in July, August, & September
Rec Center 6 Month Operations & Revenue Review	Removed from December JM to be a memo
Stormwater Management Plan	Moved from May to July to Sept. to Update & Schedule in '25
Cow Pasture 1 & 2 Softball Field Replacement	Moved from July to October JM to survey constituents
Regional Transportation CIP	Moved from April to June to November to TBD
Fire JPA	Moved from March & June to TBD
PI List Review	Continued to May, then continued to TBD
90 Virginian Lane Development	Added to October, November, & December JIMs
Gregory Lane Design & Construction	Moved to November to December
Fire/EMS Level of Service & Expectation Setting	Moved to TBD
SS4A Leadership Commitment Adoption & Update	Moved from October to December JIM
Transportation CIP & Grant Opportunities	Moved from October to January 2025
Dedicated Transportation Revenue Options	Moved from December to March 2025
Regional Transportation Needs Assessment	Moved from November to Memo
Town Mobility Overlay	Moved from November to be part of SS4A
SPET Follow-Up & Next Steps	Removed to schedule in 2025
TTB Destination Management & Marketing Org. Update	Moved to JM update in January

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Conditional Use Permit for the Karns Meadow Mater 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 December 2, 2024. The Council directed the applicant to make specific changes to the design and use of the park and directed staff in general to respond to other specific considerations. Directly below are the items the Town Council directed the applicant and staff to address or consider. Changes to the staff report tied to the Council's direction are in red type. The applicant's updated submittal also includes tracked changes in red.

Town Council Direction from the December 2, 2024, Meeting:

- 1. Remove and redesign the northwest corner/T intersection by shifting the pathway to the perimeter along Karns Meadow Drive.*

Staff Response: The applicant modified the T intersection by shifting the 10'-wide paved pathway to the perimeter along Karns Meadow Drive. However, the applicant kept the T intersection as a non-paved natural trail to be used as part of a ¼-mile loop for winter use and to accommodate summer users with disabilities since this section of trail has the least amount of grade change.

- 2. Remove the proposed southwest bridge so the pathway and bridge run adjacent to the Snow King roadway bridge.*

Staff Response: The applicant removed the southwest bridge and relocated it to run parallel to the north side of the Snow King Avenue roadway bridge. This section of the natural trail and the bridge is independent from the roadway bridge and at a lower elevation.

- 3. Explore on-street parking on Karns Meadow Drive in lieu of off-street parking.*

Staff Response: Both START and Public Works considered the idea of replacing the off-street parking lot with on-street parking along Karns Meadow Drive. Both departments do not recommend on-street parking and have provided the following comments:

Public Works Comments:

- The proposed off-street parking separates the non-traffic use of the park (loading and unloading kids, equipment, food, etc.) from the traffic use on the roadway. This allows for safer and more accessible friendly access to the park and eliminates the need for pedestrians to be in the travelled way.
- Using the roadway to maneuver in and out of parking increases the risk of accidents due to vehicle conflicts and limited visibility.
- Widening the road will reduce the "side friction" of the narrower road that naturally motivates drivers to drive at lower speeds, especially when the parking spaces are not occupied.
- Access from on-street parking to the park may be more difficult during winter months when snow plowing operations on the road may impact the accessible routes to the park from the parking.

- Karns Meadow Drive is a primary road for START busses and other large equipment accessing the Core Facilities building.
- There are not adjacent destinations or demands for the on-street parking that would allow it to serve more than just the park.
- Public Works staff support the off-street parking lot concept.

START Comments:

- The cross section of the road is not wide enough to provide for safe on-street parking given the fact that Karns is used to a high degree for “industrial” traffic (i.e., buses, Town vehicles accessing the Town shop).
- If the road is widened, vehicle drivers will still exit their cars into an active street posing safety concerns.
- If the street is widened enough to provide for diagonal parking in the right-of-way, a meaningful amount of park land will be lost.
- During the winter season, snow plowing activities result in the street becoming narrower as “snow berms” pile up on the edges of the street.

4. *Revise the pathway to be 8 feet wide and the surface to be a non-paved decomposed granite surface that is ADA accessible.*

Staff Response: The applicant modified the pathway to be 8’ wide with a non-paved compacted surface (final surface TDB but will be ADA-accessible). Most of the trail system that runs along Snow King Avenue is proposed to be a 6’-8’-wide paved sidewalk because it will replace the existing sidewalk. Most of the trail system that runs along Karns Meadow Drive will be a 10’-wide pathway consistent with the direction from the Town Council regarding Item #1 above. Staff finds that both changes are allowed per the LDRs and consistent with the conservation easements.

5. *Remove bikes, e-bikes, and all other similar devices, but allow strollers and walkers, etc.*

Staff Response: The applicant has revised the CUP to remove bikes, e-bikes, and all other similar devices, but allow strollers and walkers, etc. The applicant has also considered the use of chicanes and signage at certain entrances of the park to deter bikes and similar devices from entering.

6. *Provide a draft winter grooming policy in the nature park, including smaller equipment and less expansive and frequent grooming; dawn to dusk use only; look at segments with least impact to wildlife.*

Staff Response: The applicant provided two winter grooming alternatives on pages #8-10 of their updated submittal which would accommodate both Nordic skiing and walking. Alternative #1 is a ¼-mile loop in the northwest corner of the property while Alternative #2 is the same ¼-mile loop in the northwest corner of the property plus the northern trail section. The applicant did not propose a plan to groom the entire perimeter trail because it would be undesirable to Nordic ski on a trail that runs directly adjacent to Snow King Avenue. It would also require more resources and be more impactful to wildlife. A draft grooming policy was also provided which in short states that the trail would be groomed two to three times per week, late morning or early afternoon, utilizing a snowmobile and pull-behind equipment. The trail would be groomed 6’-8’ wide.

7. *Consideration for a draft policy for winter closures, including full closure of the interior of the park and situational closure of the pathways in the event of extreme and/or above-average snowfall; bird consideration.*

Staff Response: The applicant provided a draft policy for winter closures on page #8 of their updated submittal. The plan states that *“under any winter use scenario, Parks and Recreation reserves the right to introduce situational closures of the park as deemed necessary to protect wildlife movement, sensitive habitat, and/or recreational safety. All winter use scenarios will restrict human access to the areas within the limits of proposed grooming activity, with a winter closure imposed on the interior areas of the park, including the trail sections adjacent to the Town of Jackson stormwater management ponds.”*

8. *Consideration for a draft policy to create a Karns Meadow Advisory Group, including an Ambassador’s Program and Annual Monitoring Program.*

Staff Response: The applicant does not recommend the creation of an Advisory Committee because the Land Trust already serves in this capacity and any efforts to create a new committee would be duplicative. However, if the Council is interested in only creating an Ambassador’s Program, staff recommends bringing this topic back before the Council in March or April of 2025 at a workshop to discuss who would potentially be involved in the program, education programming, public engagement, recruitment of volunteers, etc. Staff ask for direction from the Council at this meeting on the purpose of the Ambassador’s Program to help staff prepare for that workshop. If the Council is interested in this option a condition of approval should be added.

Regarding an Annual Monitoring Program, the applicant states that Karns Meadow has been studied over the past three decades and some studies are ongoing. Similar to the Ambassador’s program, staff recommends bringing this topic back before the Council in March or April of 2025 at a workshop with a report on past and current studies, gaps in understanding, and a proposal for ecological monitoring at Karns Meadow. And again, staff ask for direction from the Council at this meeting on the purpose of the monitoring program to help staff prepare for that workshop. If the Council is interested in this option a condition of approval should be added.

9. *Respond to potential flooding of the pathway section along the east boundary near retention ponds.*

Staff Response: Public Works considered the potential flooding of the pathway section along the east boundary and did not pose any major concerns over the pathway in this location provided the design considers applicable regulations and proper grades. Below are the comments provided by Public Works:

- While the proposed location of the pathway is located within the FEMA Special Flood Hazard Zone (SFHZ) AE (AE flood zones are areas that present a 1% annual chance of flooding and a 26% chance over the life of a 30-year mortgage, according to FEMA.) Based on other FEMA applications, the Town Engineer expects that this flood zone will be reduced in future studies due to improved modeling data. Town staff are not familiar with the reported flooding in this area. Development within the SFHZ is allowed in accordance with floodplain development regulations, which are practical for a pathway improvement. Detailed pathway design in this area will need to consider the applicable regulations and grades to achieve a functional design. The ditches between the creek and the pathway are stormwater diversions that can be controlled or shut off. While possible staff is not aware of winter flooding in this area.

10. Consider including EA recommendation #5 regarding prohibiting or limiting special events.

Staff Response: Staff added this primarily for notetaking purposes. This is ultimately a policy decision for the Town Council to make. Staff makes no recommendation on whether special events should be outright prohibited. If the Council decides to prohibit special events, it should be done as a condition of approval.

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 **natural trail/pathway combination**, 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).

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 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:

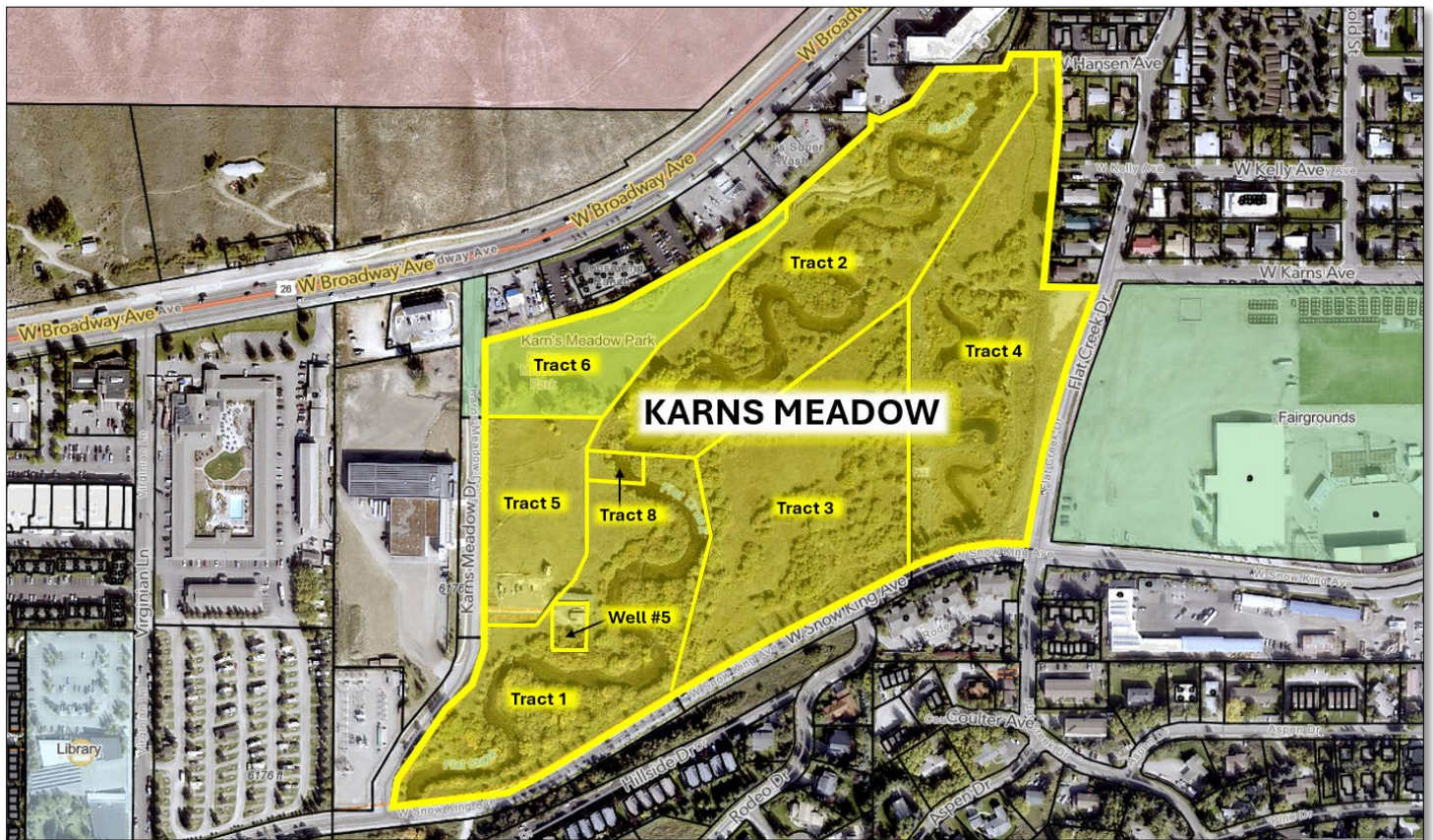
1. A 2:1 mitigation plan will be required at the time of physical development permit submittal. The mitigation plan shall address and summarize the disturbance areas, the mitigation goals and details, proposed fencing, proposed irrigation, proposed weed control, a summary of costs, and a monitoring program. 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 on the following page:



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.

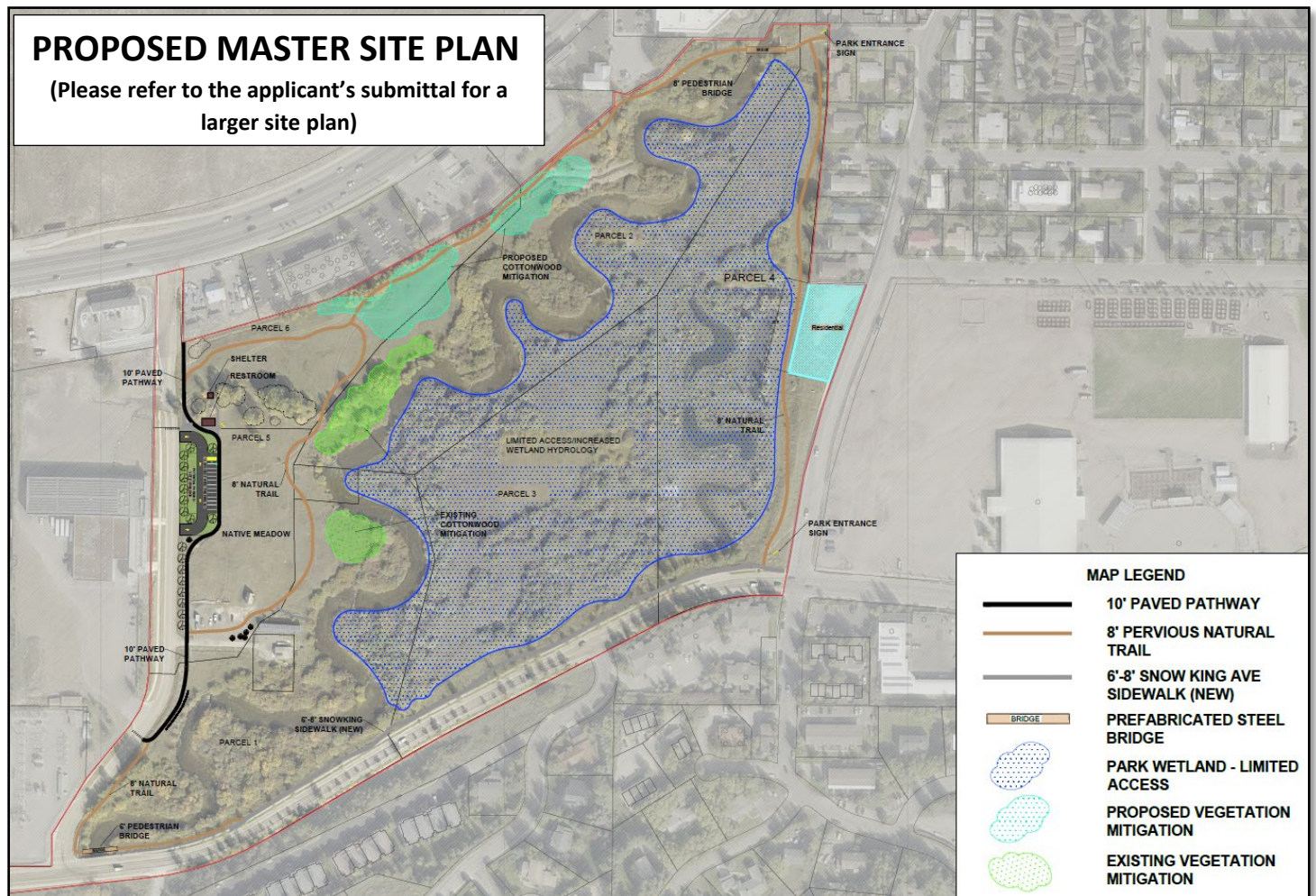
Finally, staff finds it important to emphasize that at the time of purchasing Karns Meadow, the previous Suburban zoning would have allowed the 42 acres to be subdivided into potentially 80-100 single-family home lots. Through the efforts made by the Town, Karns family, and Land Trust roughly 20 years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

The above-described parking lot and amenities connect to a new perimeter loop trail system which mostly borders the outer perimeter boundaries of the park. The majority of the trail system consists of an **8'-wide, non-paved natural trail (compacted surface TDB) while certain sections of the trail along Snow King Avenue and Karns Meadow Drive consist of a paved pathway/sidewalk ranging in width from 6'-10'**. The plan also includes a **smaller ¼-mile loop in the northwest portion of the site that would best serve those with disabilities and would**

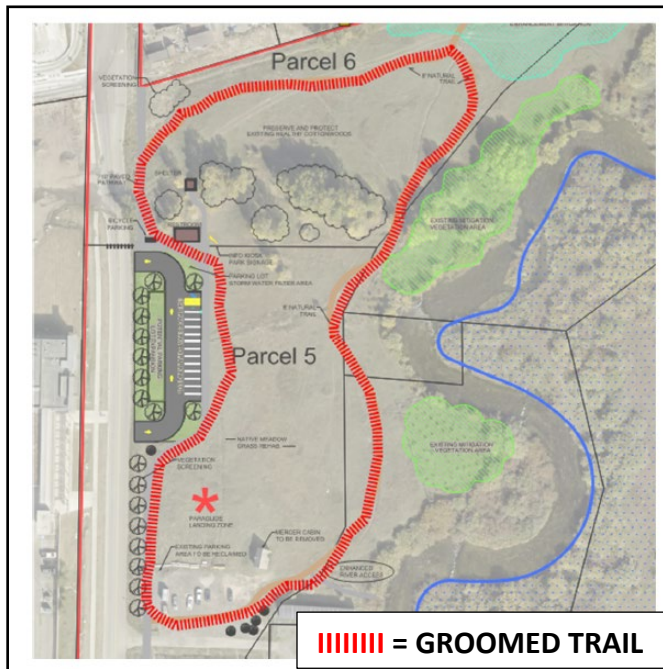
serve as a limited winter use loop (e.g., Nordic skiing and walking) which is a result of the applicant responding to the Council's direction to consider winter use of the park. The trail system can be accessed from Karns Meadow Drive, Snow King Avenue, and West Hansen Avenue. The trail system includes two bridges spanning Flat Creek: one located in the northeastern corner of the site near West Hansen Avenue and the other located in the southwest corner of the site that runs independently parallel along the north side of the Snow King Avenue roadway bridge. 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:



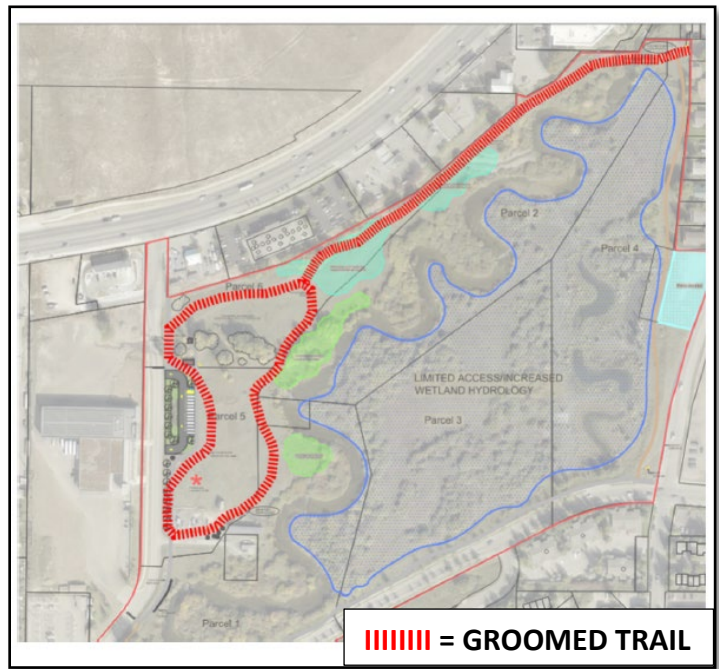
At the request of the Town Council, limited areas of the park would be open year-round from dawn to dusk but the interior of the park (i.e., all land outside of the groomed trails) will be closed entirely during the winter from December 1st to April 30th in line with the United States Forest Service winter closure. During winter months, two alternatives for winter use have been provided (winter use map on following page) which include Alternative #1 (a groomed ¼-mile loop trail in the northwest corner of the park) and Alternative #2 (a groomed ¼-mile loop trail in the northwest corner of the park + grooming of the northern section of trail). The applicant has also stated that a full winter closure of the park is still an alternative should the Council not decide to allow winter use. During summer months when the snow has melted, the trail system will be open to foot traffic only and chicanes and signage will be placed at each entrance prohibiting bikes, e-bikes, skateboards, scooters, etc.

The picnic shelter will operate on a first-come-first-serve basis and will not allow reservations for private parties and special events. Since the park will only be open from dawn to dusk, no lighting is proposed.

Alternative #1 – ¼ mile groomed loop



Alternative #2 – ¼ mile groomed loop + northern trail



Overnight parking will be prohibited in the parking lot consistent with all other Town park parking lots. 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

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, bicyclists, and Nordic skiers and thus the proposed **trail system (8' wide non-paved natural trail and 6'-10'-wide paved sidewalk/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 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)

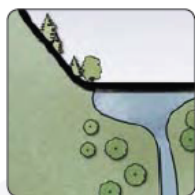
With regards to the other proposed amenities, the parking lot proposed on Tract 5 (zoned P/SP) is an allowed use, and the public restroom and picnic shelter proposed on Tract 6 are also allowed uses. While the original plan included a 1.36-acre recreational lawn on Parcel 6, the Land Trust recently provided a formal interpretation on November 6, 2024, that clarified that the proposed recreational lawn is not allowed by the conservation

easement. In response, the applicant has removed the recreational lawn to be consistent with the conservation easements.

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.



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 Nordic skiers 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 and thus 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" that only

serves foot traffic. 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. Below is a closer view of the proposed improvements on Tracts 5 & 6 which include the parking lot, public restroom, picnic shelter, and portions of the 8' natural trail (brown) and 6'-10' sidewalk/pathway (light gray):



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 but providing some spaces will be beneficial for those who wish to bike to the park to walk or Nordic ski on the trail system.** 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.

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 on the following page:



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 Trail System and Bridges

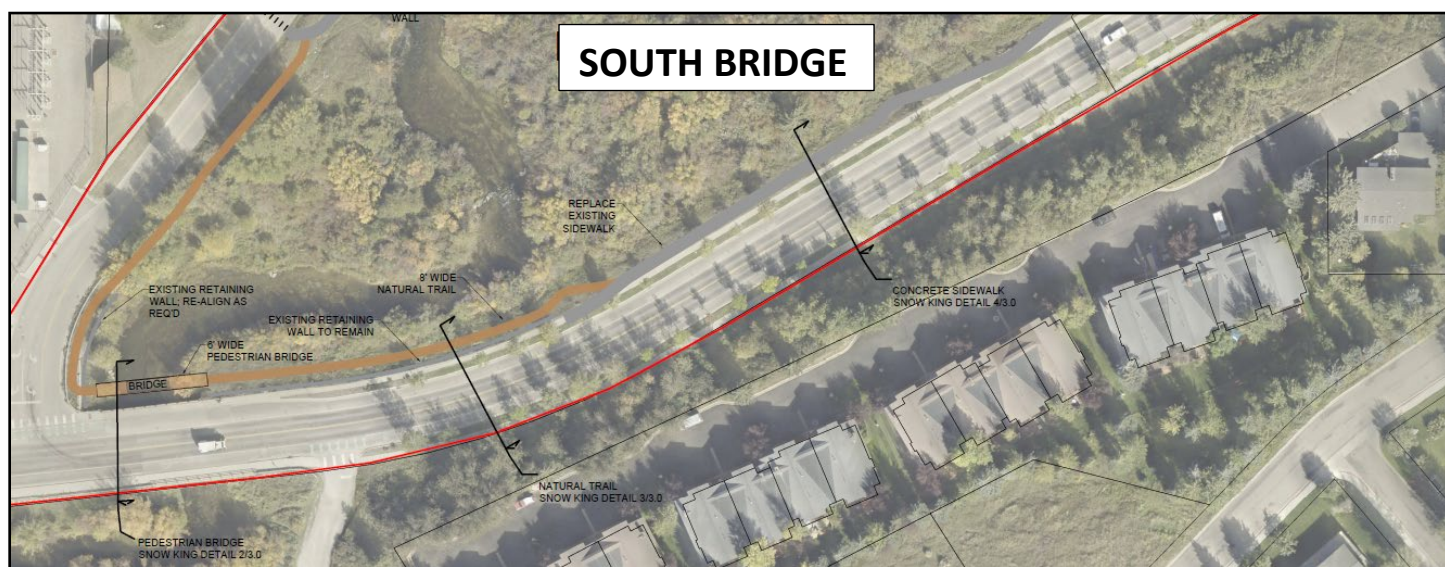
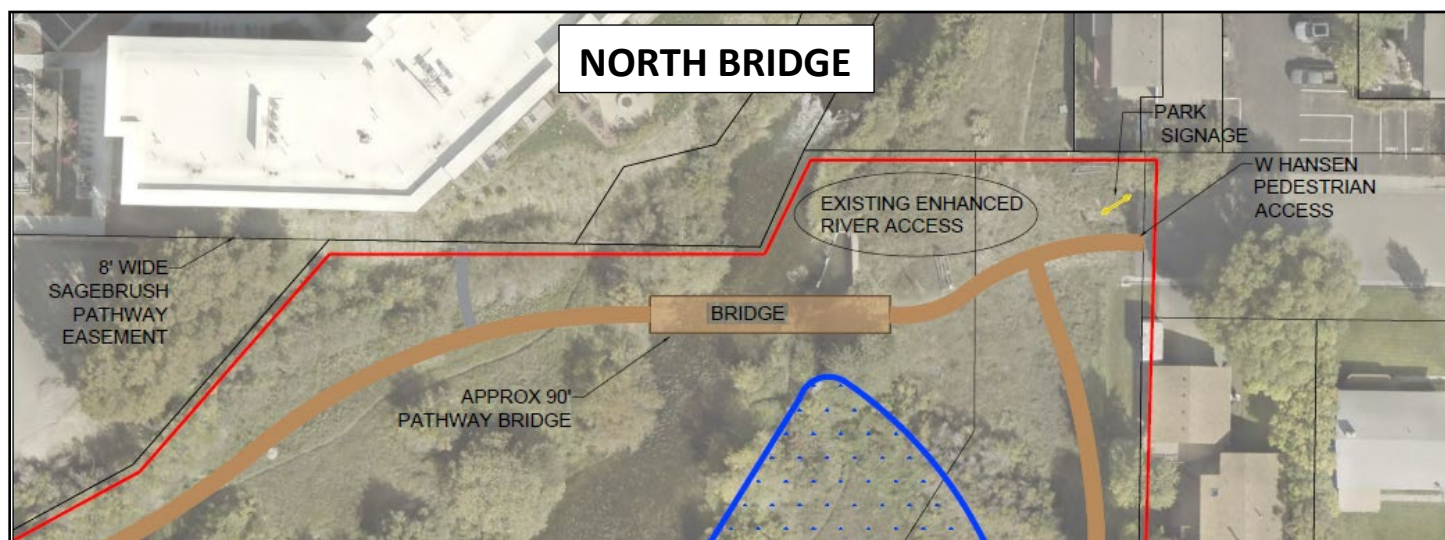
The physical improvement that takes up the largest amount of space is the loop trail system that generally straddles the perimeter of the park. As previously noted, up to a 10' wide paved pathway is permitted in the conservation easements for all tracks. The conservation easements also include a map that shows approximately where future trails/pathways 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 or trail system 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 natural trail/pathway location based on efforts to minimize impacts on wildlife and their habitat. The natural trail/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 trail system is mostly independent of any existing street sidewalks, there is a stretch along Snow King Avenue (starting at Flat Creek Drive) where the trail system merges with the sidewalk to become a 6'-8'-wide 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 a wider paved sidewalk. The trail system also runs along Karns Meadow Drive in the form of the non-paved natural trail and a 10'-wide pathway that connects to the parking lot. Staff, including Pathways Coordinator Brian Schilling, find that merging the sidewalk and pathway along this section of Snow King Avenue and including a 10'-wide pathway along Karns Meadow is a logical solution to the grade change and finds it to be consistent with the direction from the Town Council. 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.

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 the non-paved and paved portions are consistent with the direction of the Town Council and are allowed in the LDRs and conservation easements. Staff finds that both surfaces will provide access and mobility for the allowed users which includes those with disabilities and strollers.

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. At the direction of Town Council, the southwest bridge was relocated from a previous location farther upstream and it now runs parallel to the north side of the Snow King Avenue roadway bridge. Below are two site plan images of both bridges:



A final element not yet addressed is the potential need for retaining walls along Snow King Avenue and along Karns Meadow Drive both in the southwest corner of the park. This area of the park has some grade change challenges and the final field-fitted design may require retaining walls to safely accommodate the natural trail and associated bridge. 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 (should they be needed), 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 would include the nighttime and winter closures for the internal portions of the park, prohibition of bikes, e-bikes, camping, dogs, and general use recommendations.** Staff supports signage at these main pedestrian entrances and find 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, bikes in the park, 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, which involved direction from the Town Council, is proposing a nighttime closure from dusk to dawn (no lighting) and a winter closure to the interior of the park 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 for most of the park. 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. Some examples of improvements to the plan include the alignment of the loop pathway which seeks to avoid, to the greatest extent possible, the 50' creek setback and 30' wetlands buffer compared to previous versions of the plan. Another 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. A third example would be the proposed year-round nighttime closure to minimize impacts on wildlife.

The CUP originally included a winter closure throughout the park. However, at the direction of the Town Council, winter use is now being considered as part of the CUP. Due to this change, the EA consultant provided a supplemental memorandum to update the EA on this topic. In short, adding winter use to the park would introduce an additional level of disturbance to wildlife and so the EA expresses a preference to avoid, in particular, introducing humans along the northern trail section because this area is used as a landing zone for mule deer as they traverse into the park from the north. Introducing humans along the northern portion of the site could push mule deer north back toward the highway. Ultimately, if the Council wants winter use, the least impactful alternative would be Alternative #1 which is grooming only the ¼-mile loop.

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.*

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: *At the direction of the Town Council, portions of the trail system have been reduced to 8' in width and are no longer paved. 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: *At the direction of the Town Council, motorized travel (e.g. bikes, e-bikes, motorized scooters, skateboards, etc.) is prohibited in the park. Staff are still able to make all CUP findings with a prohibition of motorized travel.*

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: *At the direction of the Town Council, the southern bridge was removed and relocated so that it now runs parallel along the north side of the Snow King Avenue roadway bridge. Staff are still able to make all CUP findings with this bridge being relocated.*

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 natural trail, Phase II includes the park shelter and restroom, and Phase III includes the eastern & southern natural trail/sidewalk 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 received numerous new written comments which are attached and reflect a wide variety of opinions about the design of the park and its allowed uses.

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 nighttime closure, the winter closure of the internal portions of the park, no lighting, clustering the parking lot, public restroom, shelter, and natural trail/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 non-paved trails, paved pathways and 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. **However, based on direction from the Town Council, winter use from dawn to dusk is now being considered and the applicant has proposed two alternatives for winter use. The EA consultant provided an updated review of this proposal and although no winter use would be best for wildlife, Alternative #1 (the ¼-mile loop) is a better alternatives compared to Alternative #2 (¼-mile loop + northern trail section). Staff are still able to find that CUP minimizes adverse environmental impacts because the footprint of the winter loop is limited, and because there is no nighttime use or lighting.**

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 and the interior of the park will be closed during the winter months, 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 limited winter grooming 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.

Applicant's Updated CUP Submittal

Updated EA Statement

Construction Cost Estimate

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 16, 2024.

Karns Meadow Masterplan Development Conditional Use Permit

Updated per 12-2-24 Regular Town Council Meeting

Summary of CUP Updates

1. Inclusion of ¼ mi Loop around Tracts 5 & 6 with a Paved 10' sidewalk/pathway along Karns Meadow Dr. and an impervious Natural Trail at the interior of Tract 5 & 6.
2. Inclusion of winter use alternatives and a draft winter use grooming policy
3. Realignment of southern bridge adjacent to the existing Snow King Ave vehicular bridge. Change of bridge width from 10' wide to 6' wide
4. Replacement of interior 10' paved pathway to 8' wide compacted, pervious "Natural Trail" .
5. Prohibition of bikes, e-bikes, and all other similar devices
6. Draft policy to create a Karns Meadow Advisory Group, including an Ambassador's Program.
7. Requirement of an annual monitoring program and stewardship report

Contents

Introduction/Background	2
Deed Restrictions on Use	3
Zoning	4
Affordable Housing Standards	4
Project Description	4
Overview	4
Picnic Shelter	4
Public Restroom	4
Park Signage	5
Vehicular and Bicycle Parking	5
Circulator Pathway- Pedestrian Natural Trail	6
Bridges	7
Winter Use	8

Winer Grooming Alternative 1: ¼ mi Loop	9
Winter Grooming Alternative 2: ¼ mi Loop + Northern Bridge	9
Winter Closure	10
Draft Winter Grooming Policy.....	10
Drainage and Grading	10
Existing Uses.....	10
General Operations.....	11
Operations, Administration and Maintenance	11
Park Signage	11
Karns Meadow Advisory Group	11
Annual Monitoring Program	12
Parks and Recreation Responses to Environmental Analysis Recommendations	12
Conditional Use Findings.....	14

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** **Natural Trail** 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 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)

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 is a 1+ mile pervious 8' wide Natural Trail, ~~an accessible 1+ mile paved loop~~, inclusive of 2 bridges spanning flat creek, providing s a unique natural park experience in the densifying urban Midtown jackson area.

~~Under current operating conditions, Karns Meadow Park is open to the public year round. Per discussions at the December 2nd 2024 Town Council Meeting, town council directed Parks and Recreation staff to consider scenarios of limited winter use with low impact grooming services.~~

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~~ Pedestrian Natural Trail

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 Appendix A provides a layout of the proposed 1+ Mile Natural Trail that~~ 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~~ Natural Trail 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~~ Natural Trail 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.~~

~~The proposed Natural Trail will be a maximum of 8 feet in width and will be constructed from a pervious, compacted material that meets the standards outlined by the United States Access Board for accessible trail surfaces. The ABA defines an accessible Natural Trail as “Firm and Stable.” A firm trail surface “resists deformation by indentations.” A stable trail surface “is not permanently affected by expected weather conditions and can sustain normal wear and tear from the anticipated uses between planned maintenance” (2015 ABA 1017.2).~~

~~On Tracts 5 and 6, a smaller ¼-mile loop is created, featuring a combined 10-foot asphalt sidewalk/pathway parallel to Karns Meadow Drive and an interior Natural Trail segment that follows the eastern limits of Tracts 5 and 6. In addition to outlining the limits of a potential winter-groomed area, this section of the trail system offers users a shorter, accessible loop route within the park. As Tracts 5 and 6 provide the gentlest grade throughout the meadow, this route may be utilized by mobility-limited individuals as a short and safe alternative to the larger loop.~~

~~To avoid redundancy, the Natural Trail, located at the southern end of the property, will connect to a widened Snow King Avenue concrete sidewalk, which currently does not comply with Town detached sidewalk standards. This sidewalk will establish a wider vegetated buffer from the roadway, providing a unique sidewalk/trail experience. Where the Natural Trail and sidewalk meet, the surface will transition~~

to a 6- to 8-foot-wide concrete sidewalk that meets ADA standards. Currently, the sidewalks on Snow King Avenue are 4 feet wide.

The Natural Trail will be reserved for pedestrian use only. Bicycles, e-bikes, skateboards, scooters, and all other similar devices will be prohibited. Strollers, walkers, wheelchairs, and other mobility devices will be exempt. Park signage at all major access points will indicate the exclusion of bicycles and similar devices. Accessibility and wildlife-friendly chicane gates may be provided at major trail access points to ensure pedestrian-only access.

Bridges

The proposed 1.0-mile combined-use pathway features two bridges spanning Flat Creek. The bridges will ~~maintain the typical 10-foot pathway~~ vary from 6-10 feet in width and will 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.~~

The proposed southern bridge will be located on Parcel 1 at the southwestern section of the Karns Meadow property, paralleling the Snow King Avenue vehicular bridge. The structure will provide a 6-foot travel width to fit within the limited space adjacent to the existing bridge. It will be approximately 40 feet in length and consist of a single-span, prefabricated bridge. Due to the restricted space adjacent to both the existing bridge and Karns Meadow Drive, further engineering assessments will be required to evaluate the feasibility of the design.

At a minimum, the existing block retaining wall located on the northeast side of the Karns and Snow King Ave intersection will need to be realigned and shifted further east to provide space for the western bridge abutment. Additional short retaining walls and/or stream riprap protection may be required along Snow King Ave and Karns Meadow Drive at existing steep slopes, where space for the proposed

Natural Trail is constrained by the creek, wetlands, and roadway. If constructed, retaining walls will adhere to the design recommendations provided by Wyoming Game and Fish, including a stepped design that minimizes vertical drop and limits slopes to 2:1.

This southern bridge, considered an essential crossing, will require habitat mitigation at a two-to-one ratio where wetland areas are disturbed. The mitigation plan must include a monitoring program to ensure the successful completion of these efforts.

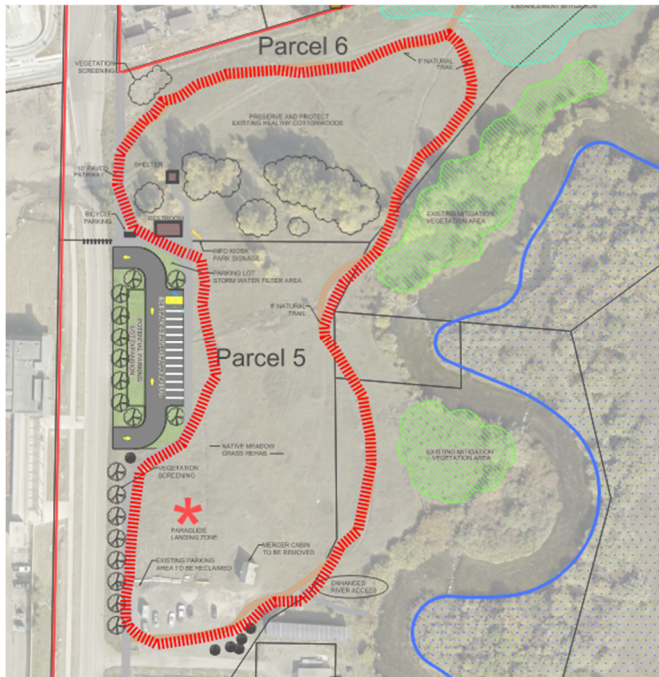
Winter Use

Under current operating conditions, Karns Meadow Park is open to the public year-round. However, the limited accessibility and lack of developed park amenities result in very limited recreational use during the summer and even less activity in the winter. Winter snow plowing is provided on the northern sidewalk on Snow King as it falls under the Parks and Recreation Winter Service Overlay.

Following discussions at the December 2nd, 2024, Town Council meeting, the Town Council directed Parks and Recreation staff to consider alternatives for limited winter use and provide a draft winter grooming policy that prioritizes low-impact and less expansive grooming equipment. Under any winter use scenario, Parks and Recreation reserves the right to introduce situational closures of the park as deemed necessary to protect wildlife movement, sensitive habitat, and/or recreational safety. All winter use scenarios will restrict human access to the areas within the limits of proposed grooming activity, with a winter closure imposed on the interior areas of the park, including the trail sections adjacent to the Town of Jackson stormwater management ponds.

The following sections describe winter management scenarios for Karns Meadow and a draft winter grooming policy.

Winer Grooming Alternative 1: ¼ mi Loop



A western 1/4-mile loop would provide convenient and safe winter access to a small walking and skiing loop on Tracts 5 and 6. Under this proposal, winter access would be limited to the plowed trail area and park restroom, with a winter closure (December 1 – April 30) imposed on the remainder of the meadow. Signage at both the northern and southern ends of the 1/4-mile loop would indicate the extent and details of the internal winter closure. Access to the Karns Meadow Dr. parking lot would be plowed routinely, with limited trail grooming for walking and skiing provided by Parks and Recreation (see Winter Grooming Policy). Access to the shelter would be plowed, and the park restroom would remain open to the public year-round. All other potential entry points to the park including the West Hansen pedestrian access would be signed

with notices of the seasonal closure.

Winter Grooming Alternative 2: ¼ mi Loop + Northern Bridge



Under this proposal, in addition to the western 1/4-mile loop, Parks and Recreation would provide limited grooming services to the northern bridge for walking and skiing. This proposal would open winter access points to the park at both the Karns Meadow Dr. parking area and the West Hansen pedestrian access, inviting a larger recreational audience to access the park in winter.

Winter access would be limited to the plowed trail area, with a winter closure (December 1 – April 30) imposed on the remainder of the meadow. Signage south of the 1/4-mile loop and at the West Hansen pedestrian access would describe the limits of the winter

closure and prohibit entry into the interior of the park.

Winter Closure

Under a full winter closure (December 1 – April 30) the parking lot would remain unplowed, and all human activity would be prohibited within the park. USFS closures in the Jackson area have historically been widely accepted and voluntarily respected; however, the activation and development of summer park amenities could lead to increased interest in the park during the winter closure. Parks and Recreation would provide signage outlining the extent of the winter closure at all major park access points. However, additional resources may be necessary to ensure enforcement of the winter closure

Draft Winter Grooming Policy

Under a limited winter use scenario, Karn's Meadow would be groomed 2 to 3 times per week, late morning to early afternoon, utilizing a snowmobile and pull-behind attachment(s). Specific grooming days will be determined based on Council direction and park maintenance availability. The plowed track will be 6 to 8 feet in width, with one set of classic tracks. The track will be allowed to melt out naturally in the spring. Staff will strive to meet the service levels identified previously, noting that equipment, conditions, frequency, and other factors will impact surface conditions. Updates will be available on Nordic Pulse for real-time grooming updates. Staff will ensure that a spill kit is available for any mechanical leaks or spills within the park and will follow DEQ requirements for spill reporting.

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.

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

Karns Meadow Advisory Group

~~Staff does not recommend creating an Advisory Committee to oversee Karns Meadow. As the holders of the Conservation Easements and Restrictive Covenant encumbering Karns Meadow, the Jackson Hole Land Trust is responsible for overseeing appropriate management and stewardship of Karns Meadow Park. Any recommendations made by an advisory committee would need to go through the Stewardship Committee of the Jackson Hole Land Trust, who already work closely with stakeholders such as the Karns Family. The creation of an advisory committee is duplicative and may give the sense that the Town is attempting to dilute the authority vested in the Land Trust. Additionally, it would cost an estimated \$5,000 to \$7,500 in staff time and advertising costs to stand up an advisory committee, and 10-20 hours a month of staff time to manage an active advisory board.~~

~~Staff could move forward just with an ambassador program, potentially in partnership with the Jackson Hole Land Trust and/or other stakeholders. Staff will return to Council by March 1, 2025, with a proposal for an ambassador program that could include educational programming, stewardship events, engagement through citizen science, and recruitment of a cohort of volunteers to help educate park users and monitor the park.~~

Annual Monitoring Program

Karns Meadow has been the site of numerous ecological studies over the past three decades. Some studies are ongoing and provide longitudinal data. For example, the Teton Conservation District samples summer water temperature continuously; macroinvertebrates, physical substrate, and water chemistry in Flat Creek annually; and suspended sediment and turbidity a few times a year. Other studies provide a snapshot of conditions at one point in time. Staff will communicate with local agencies and organizations that currently or previously have conducted studies in Karns Meadow and will return to Council by March 1, 2025, with a report on past and current studies, gaps in understanding, and a proposal for ecological monitoring at Karns Meadow. Additional monitoring will have a financial cost, and annual reports on the health of Karns Meadow will take staff time.

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~~ Natural Trail 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~~ trail system. ~~In addition to providing a defined boundary for the Parcel 6 recreational lawn area,~~ this section of the ~~pathway~~-trail system 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.~~

~~Plan updated to include pervious trail system~~

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.~~

~~Bicycles, e-bikes, skateboards, and scooters are prohibited on park paths and grounds. *Exception – Bike Path along Karns Meadow Dr.*~~

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.

Plan updated to show revised bridge layout adjacent to Snow King Ave Vehicular bridge

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



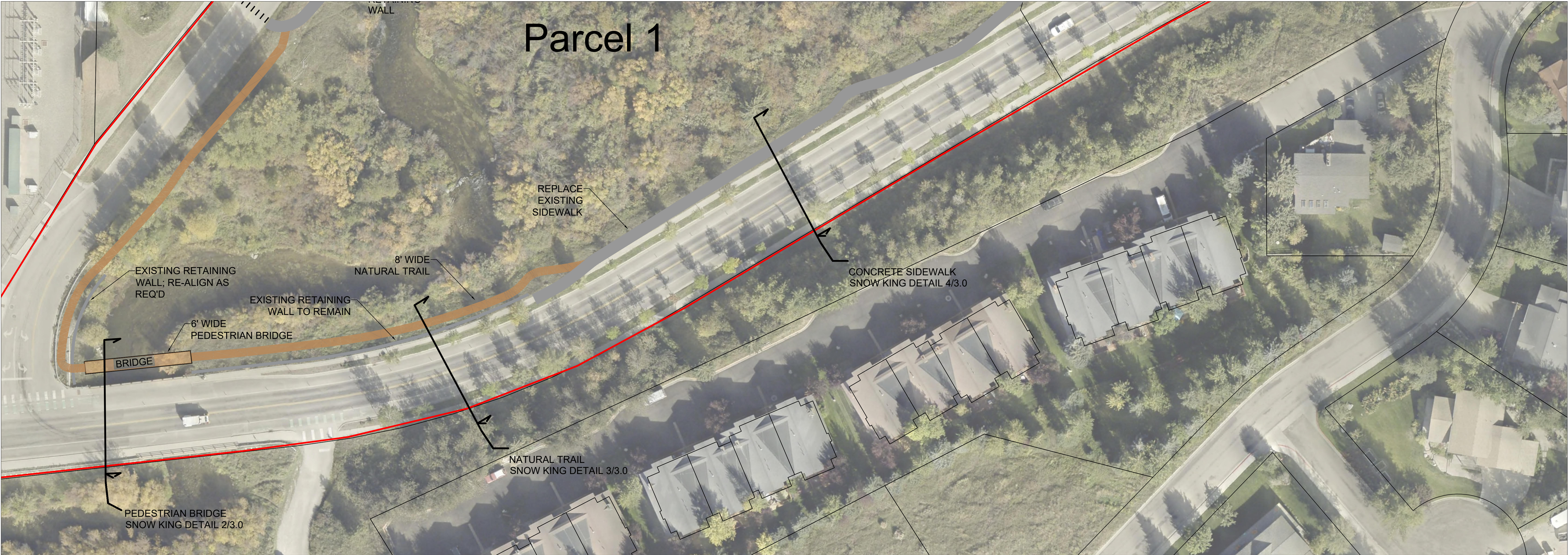
Karns Meadow Management and Use Recommendations

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.
20. Bicycles, E-Bikes, Scooters, Skateboards and similar motorized and non-motorized devices shall be prohibited



1 Karns Meadow Propsed Layout
1.0 1:1250 SCALE

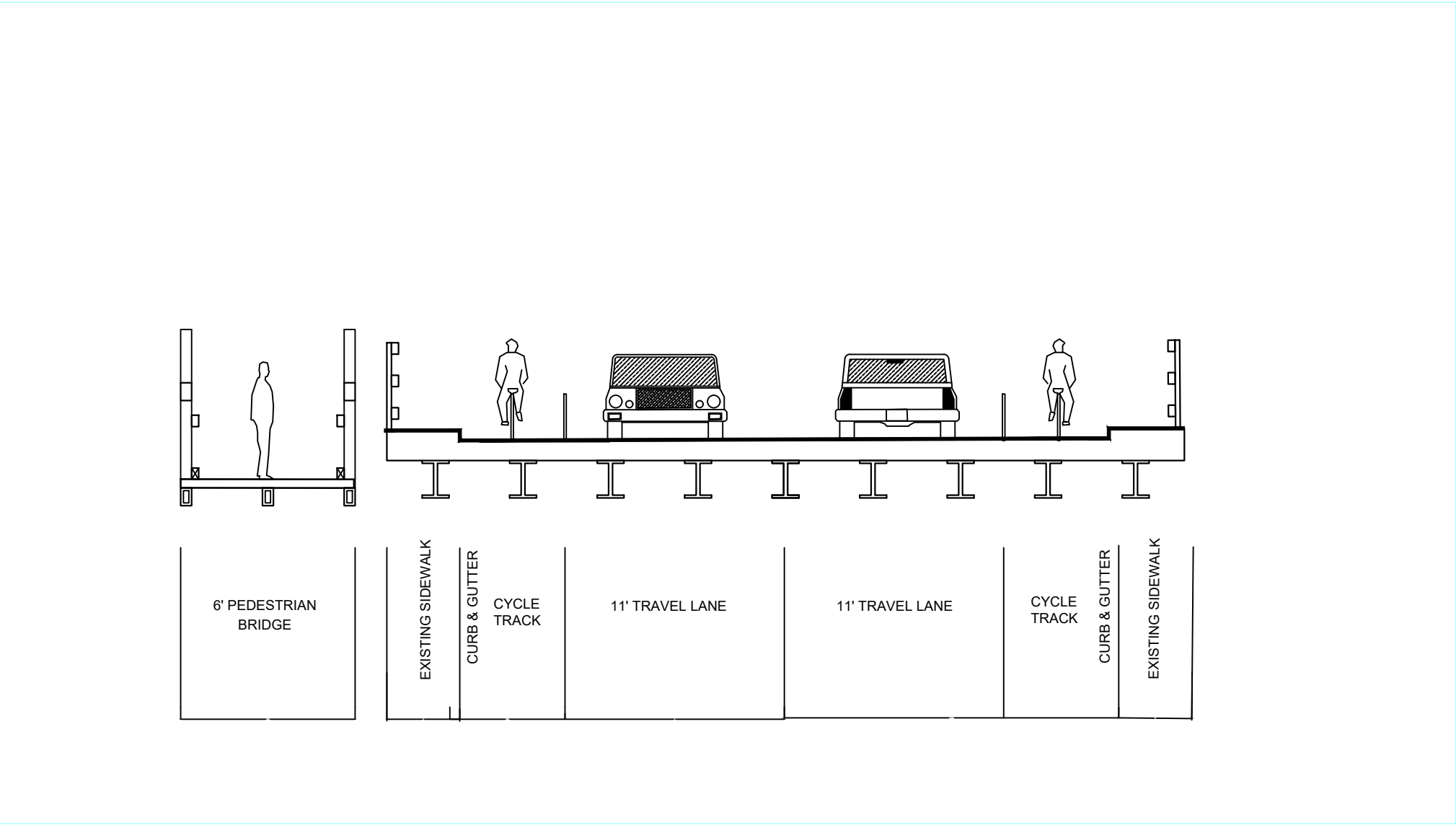


1

3.0

SNOW KING CONCEPT DETAIL B

1:400 SCALE

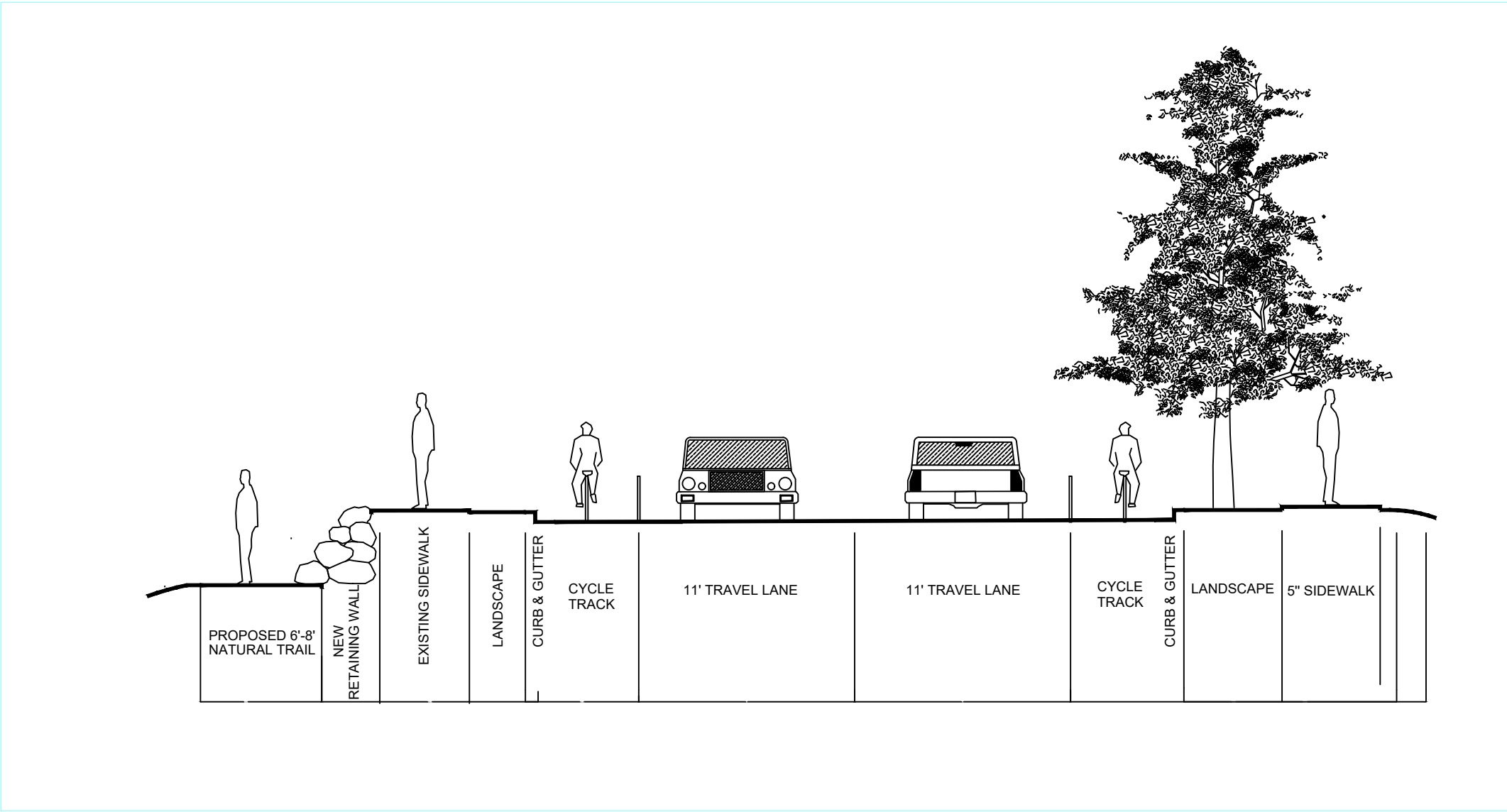


2

3.0

TRACT 1 BRIDGE OPTION

NOT TO SCALE

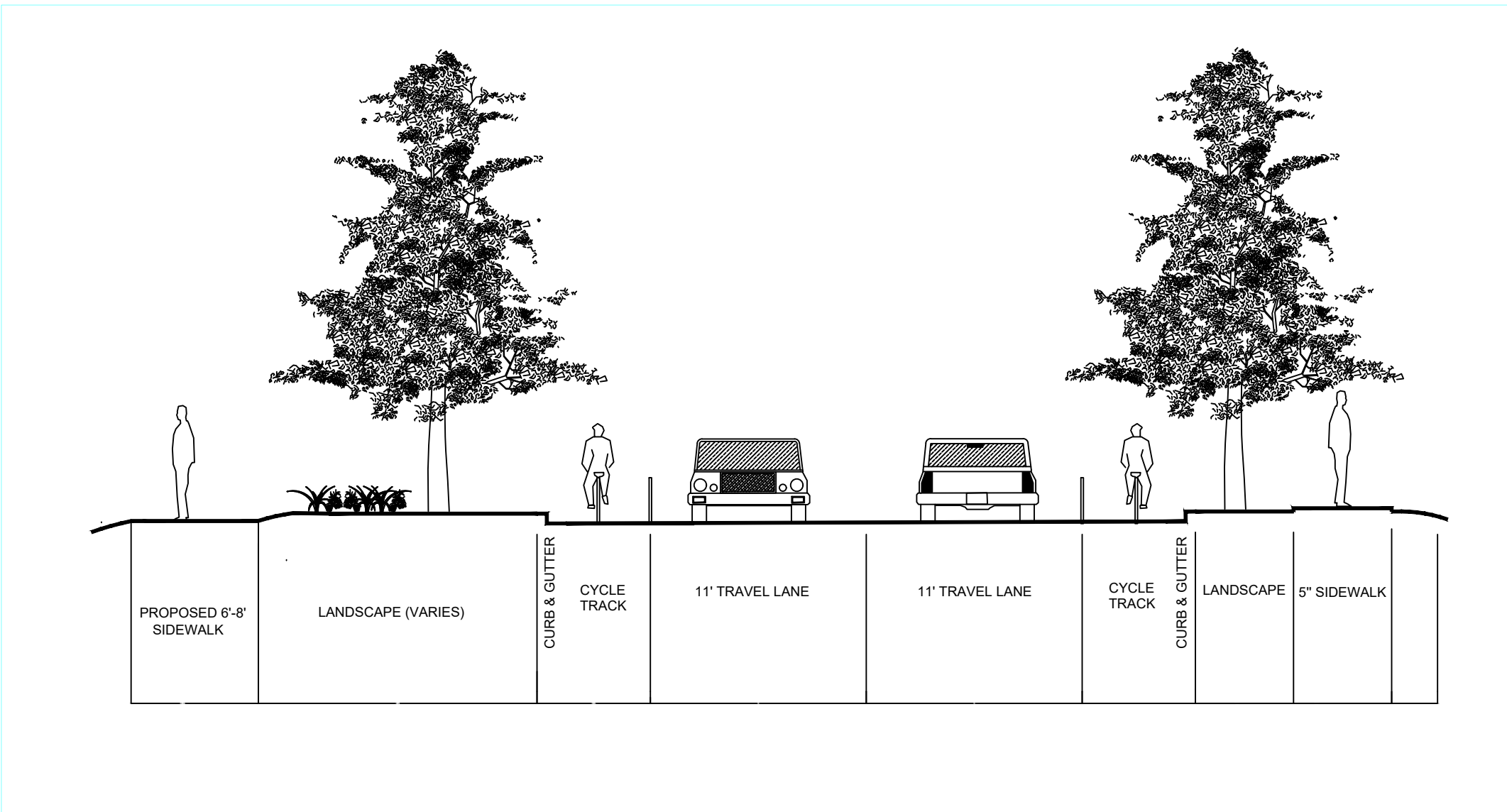


3

3.0

SNOW KING AVE SECTION LOOKING EAST

NOT TO SCALE

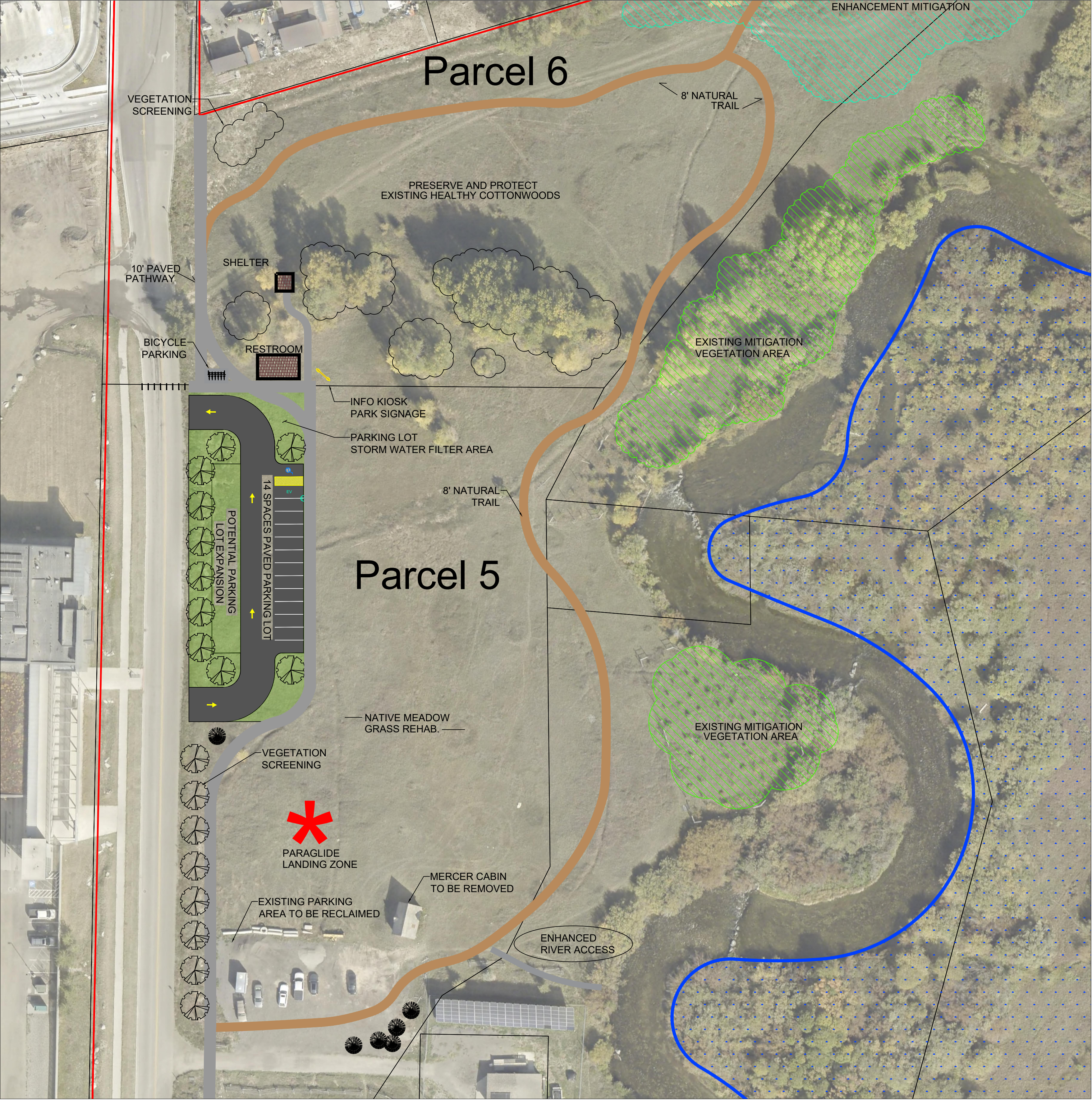


4

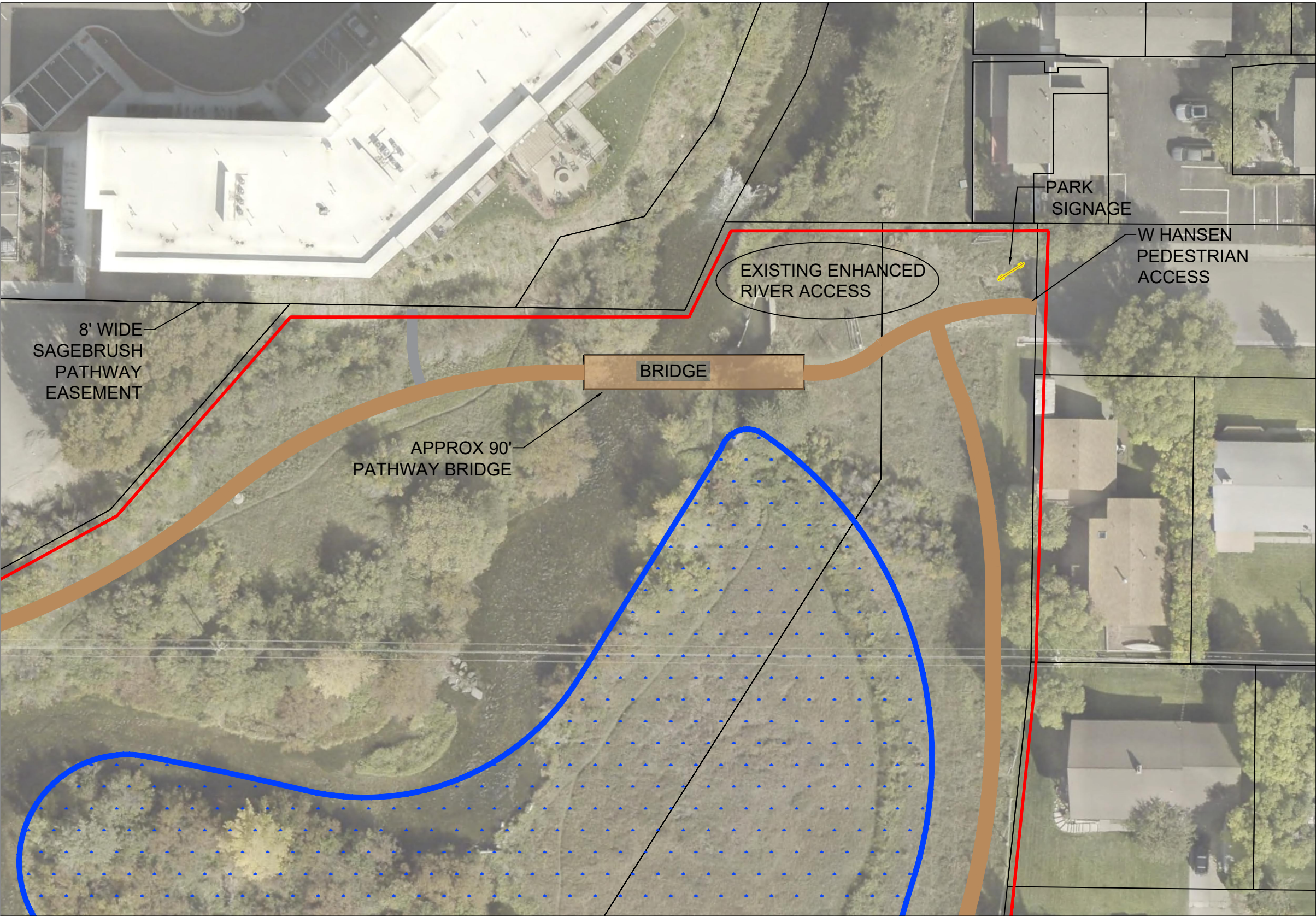
3.0

SNOW KING AVE SECTION LOOKING EAST

NOT TO SCALE



1 Karns Meadow Drive Proposed Park Amenities
2.0 1:500 SCALE



2 Karns Meadow Tract 2 Bridge
3.0 1:500 SCALE



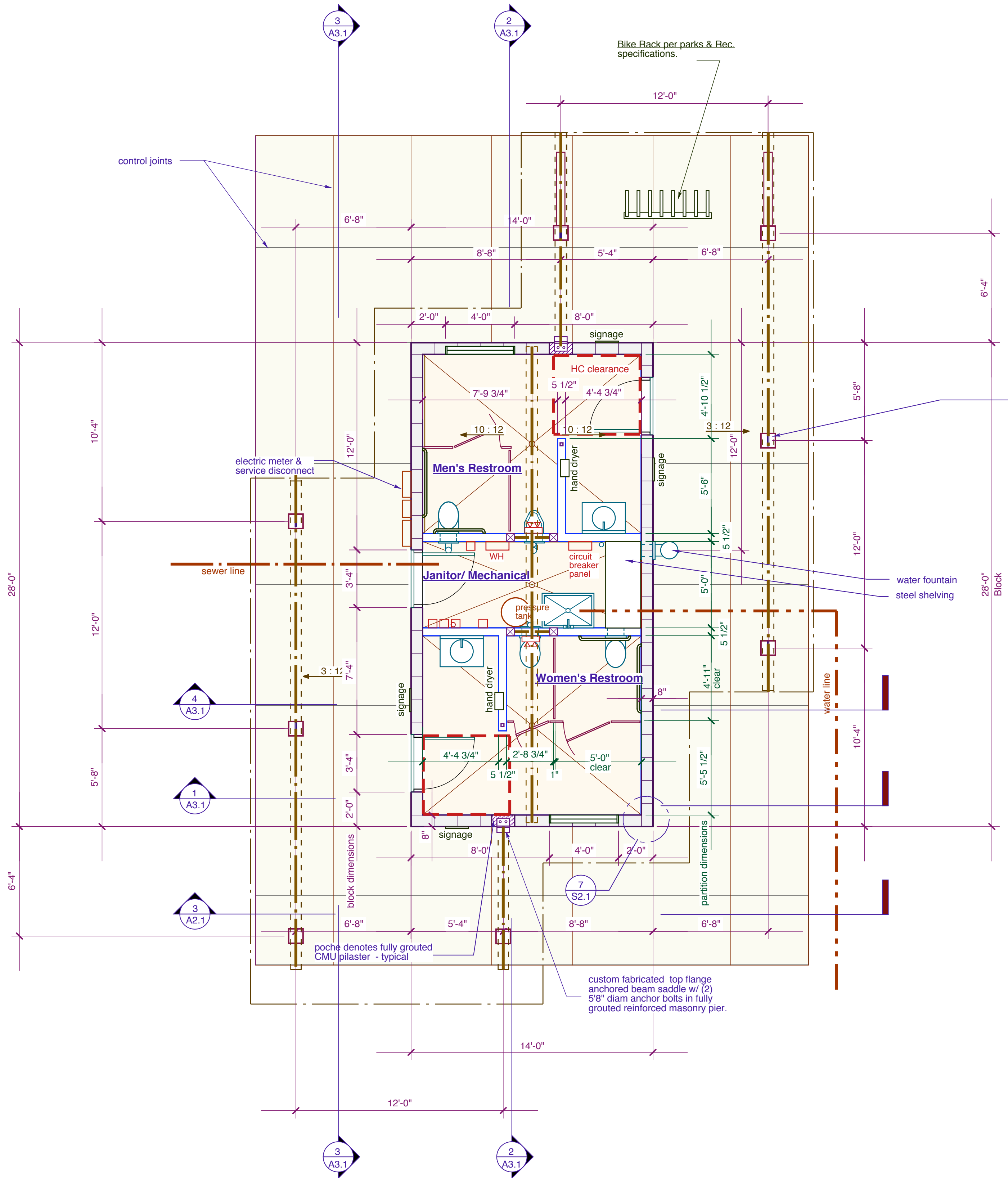
3 TRACT 2 BRIDGE OPTION
2.0 NOT TO SCALE

Project Title: Karns Meadow V3 Development Plan	Address: 690 W Snow King Ave, Jackson, WY 83001	Date: 12/10/24	Scale: See Detail	Sheet #: 2 of 4	Teton County • Jackson PARKS & RECREATION Join In The Fun! 2.0	
Drawing Title: Layout Plan		Drawn By: MSM				Version:
		Checked By: SA				v3



3 **PARK RESTROOM FACILITY**
3.0 FOOTPRINT: 14' x 28'
 HEIGHT: 18'
 AMENITIES: DOUBLE STALL MALE & FEMALE RESTROOM,
 MAINTENANCE CLOSET, DRINKING FOUNTAIN,

3 **PARK SHELTER**
3.0 FOOTPRINT: 10' x 18'
 HEIGHT: 15'
 AMENITIES: (2) PICNIC TABLES, WILDLIFE TRASH
 RECEPTACLE



Owner Approval Status:
Phase: _____ Date: _____

Signature: _____

Issue dates prior to full release: _____

date: _____ issued to: _____ restrictions: _____

Release Status of this drawing:

The Release Status of this drawing is indicated by the statement following the lowermost box in which a mark has been placed.

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

by: _____ date: _____

☐ Partial Release. Only to the extent noted hereon, parts of the drawing are released for only the purposes listed above or below.

by: _____ date: _____

☐ Full Release. This drawing is hereby fully released for the purpose of construction of this project only.

by: _____ date: _____

Revisions after full or partial release:

Mark: _____ issued to: _____ restrictions: _____


2 Stall Restroom Prototype

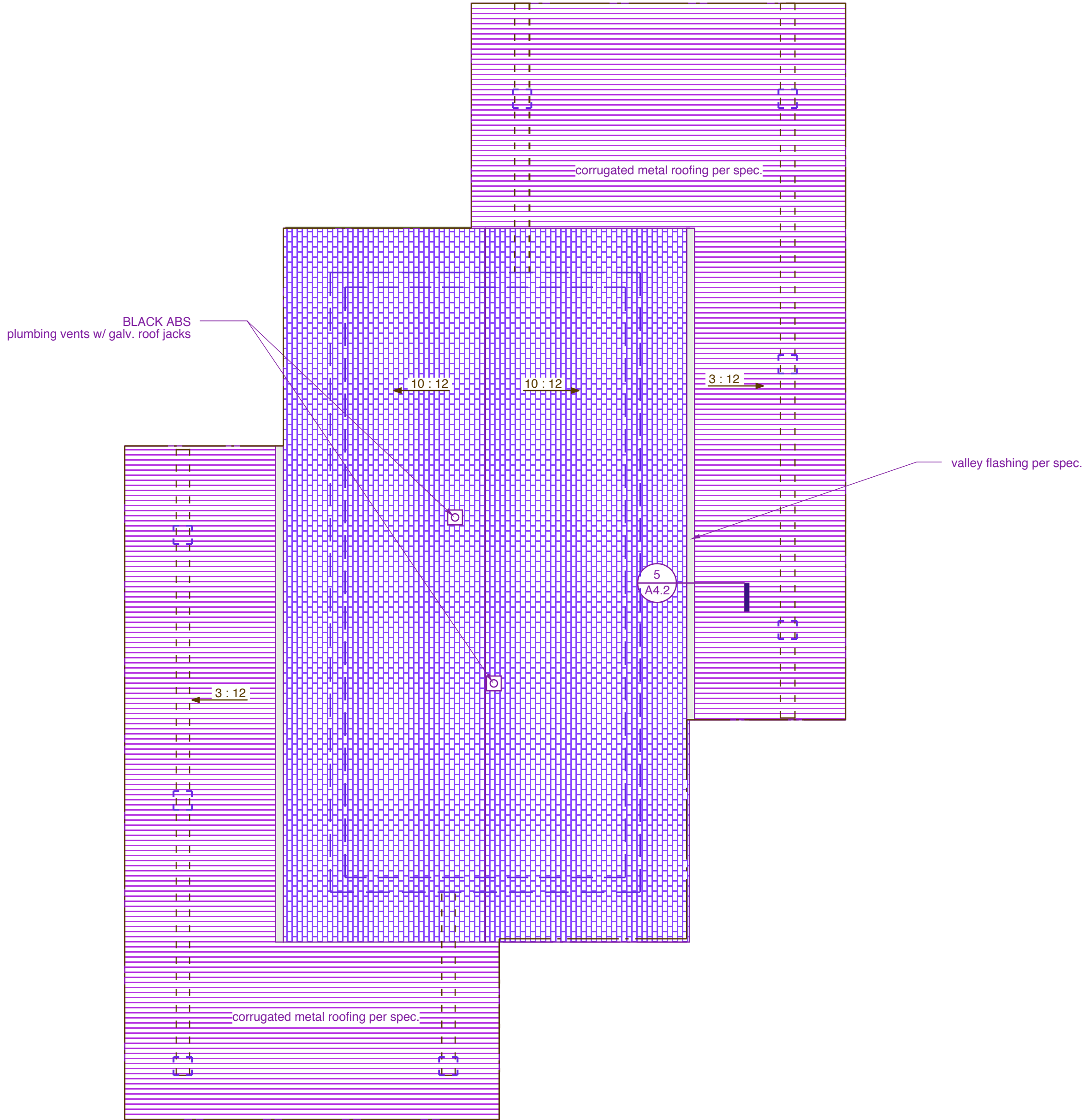
Floor Plan

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

Issue date: 1/4/08

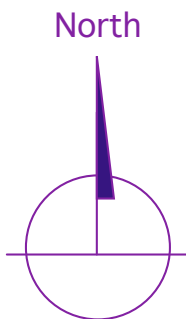
Dwg.no. **A1.1**

Note:
HandsOn Design architectural drawings represent design intent only. Refer to individual structural drawings for beam sizes, connection details, foundation reinf., etc. Refer to individual Site Plans for orientation, paving, signage etc.



Roofing Notes

1. Typical underlayment = 30 lb roofing felt.
2. Provide 3'-0" ice & water shield @ ridge & valleys, and 3'-0" up from eaves - typical.
3. Provide galvanized roof jack @ plumbing vent penetrations & cover seams w/ 6" min. ice & water shield covering.
4. Provide painted valley flashing per spec to match corrugated roofing & siding, as well as inside & outside corner flashings at siding corners and endwall connections.
5. Provide painted roof edge & endwall flashings to match corrugated roofing & siding at canopy shed roof per spec.



1

Roof Plan - Restroom Structure
1/4" = 1'-0"

Note:

HandsOn Design architectural drawings represent design intent only. Refer to individual structural drawings for beam sizes, connection details, foundation reinf., etc. Refer to individual Site Plans for orientation, paving, signage etc.

Owner Approval Status: _____
Phase: _____ Date: _____

Signature: _____

Issue dates prior to full release: _____

date: _____ issued to: _____ restrictions: _____

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 or this project only.

by: _____ date: _____

Revisions after full or partial release:

Mark: _____ issued to: _____ restrictions: _____



2 Stall Restroom Prototype

Roof Plan

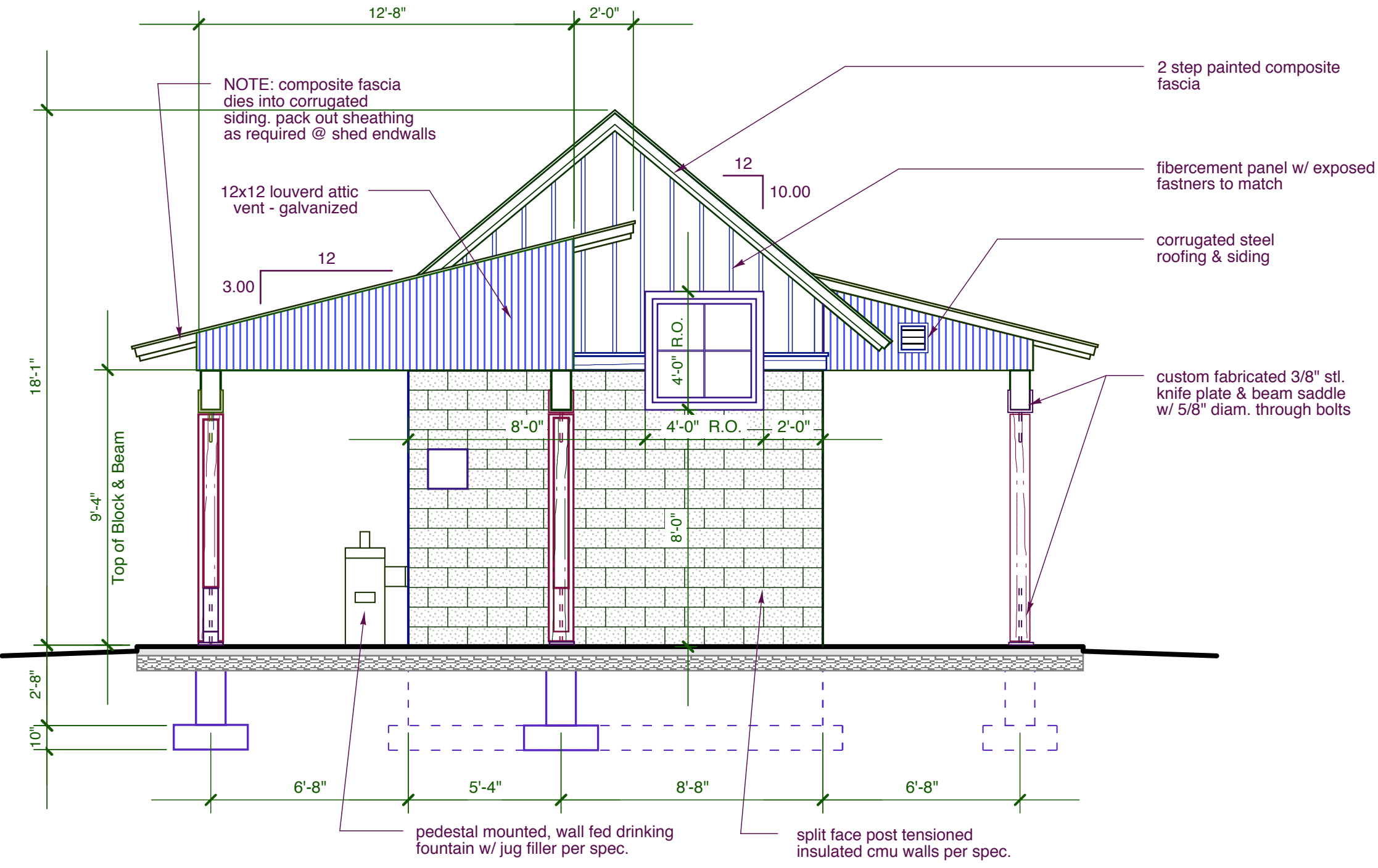
HandsOn Design

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

Issue date: 1/4/08

Dwg.no.

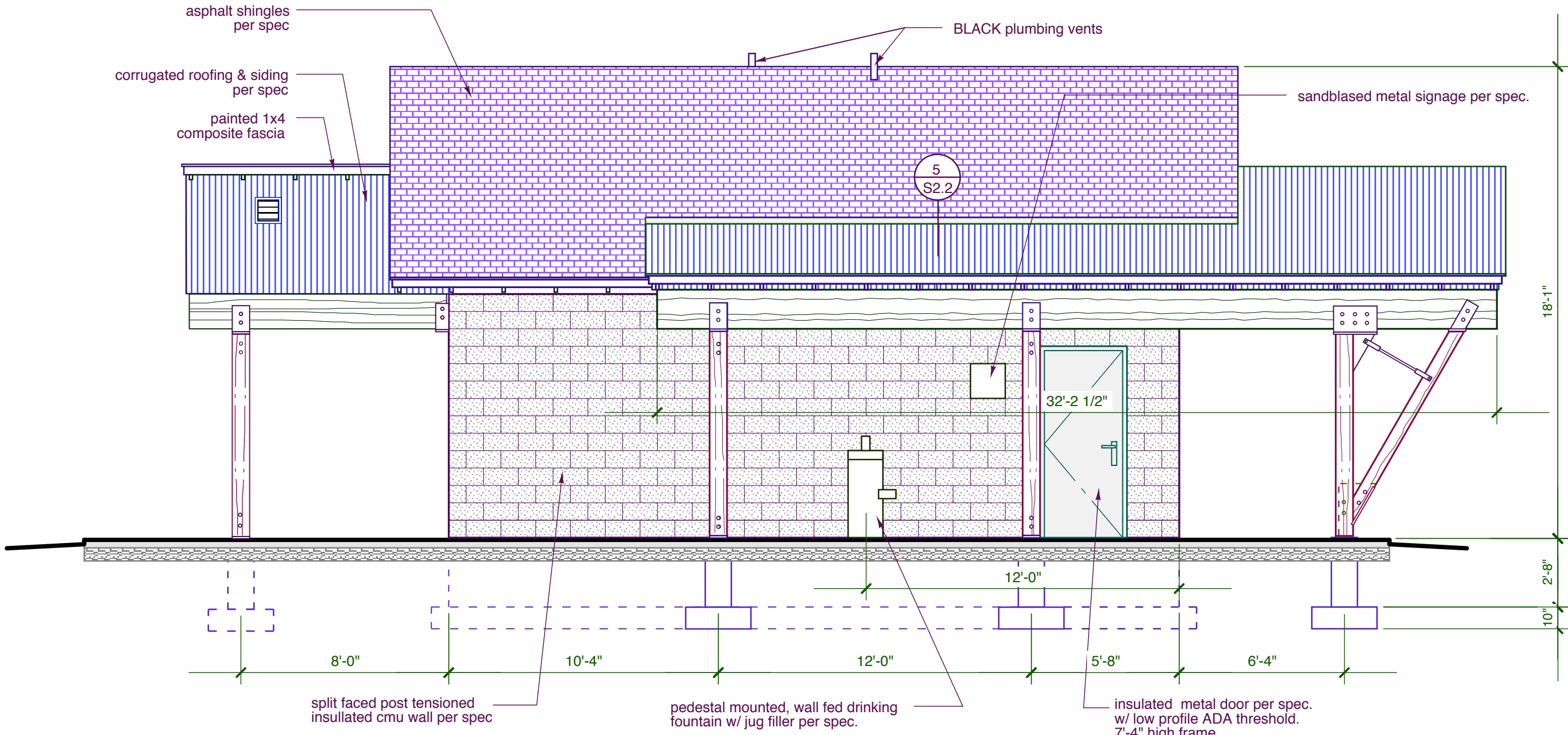
A1.2



1

North Elevation - 2 Stall Restroom Prototype

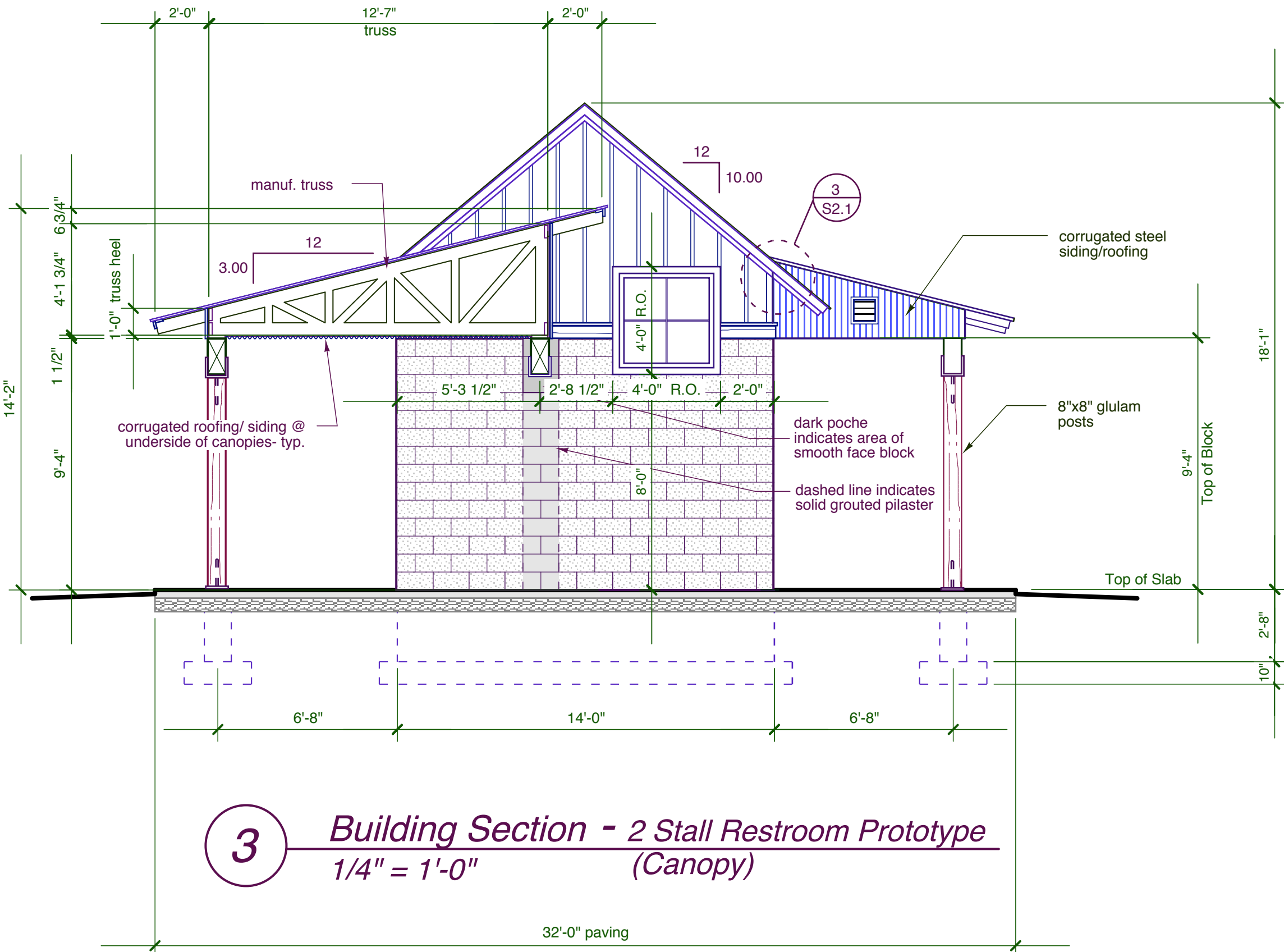
1/4" = 1'-0"



2

East Elevation - 2 Stall Restroom Prototype

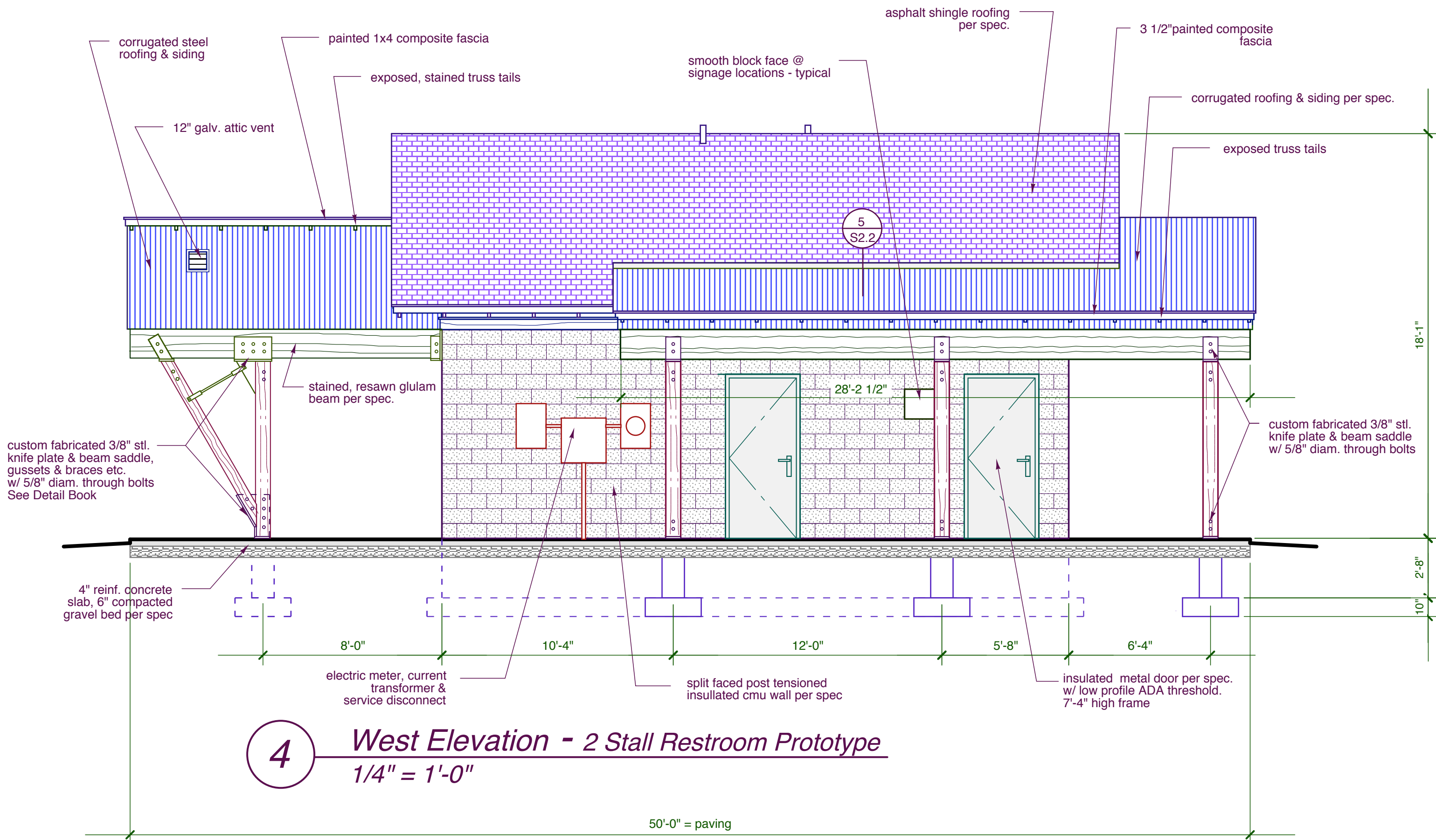
1/4" = 1'-0"



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

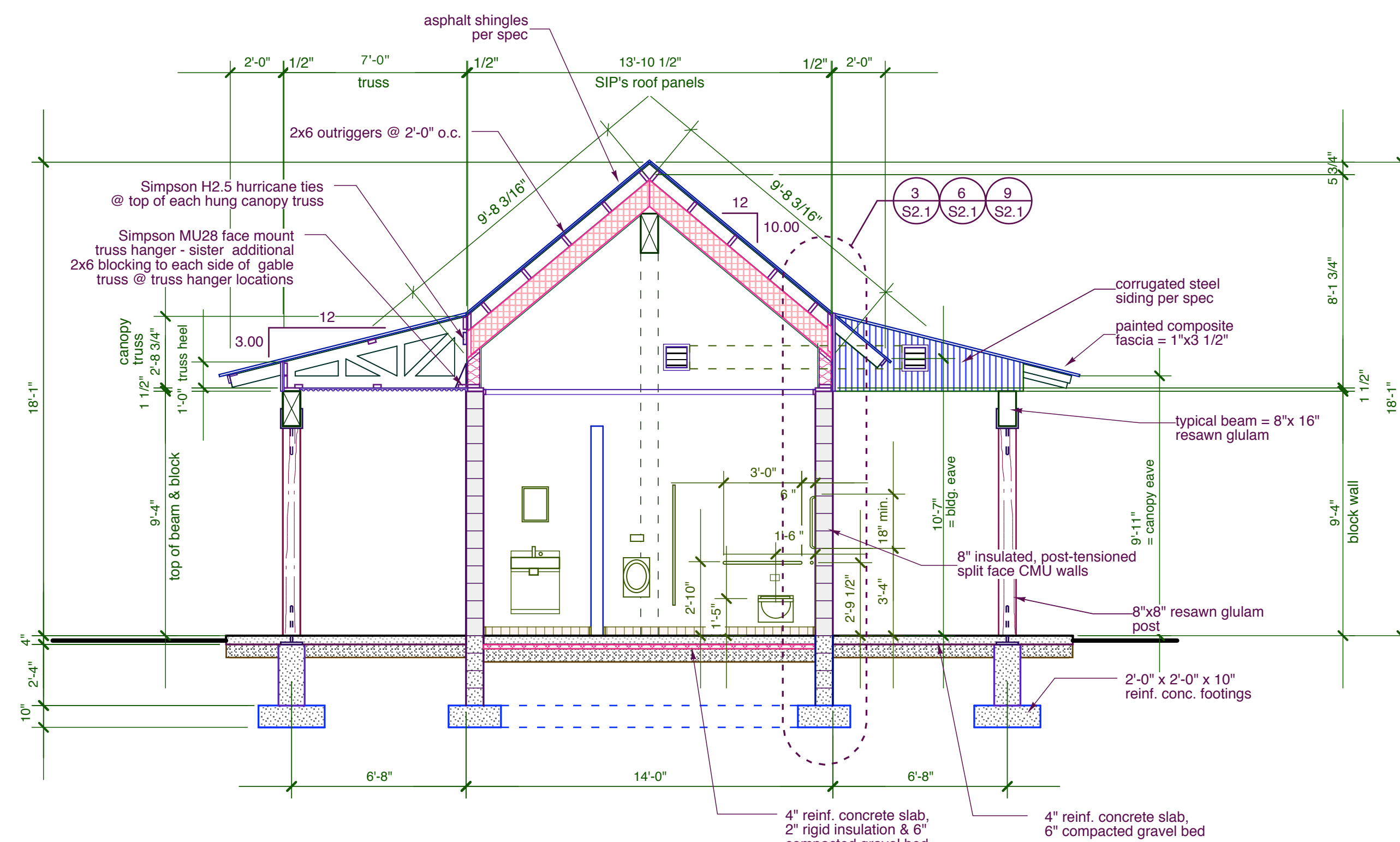
Elevations

HandsOn Design

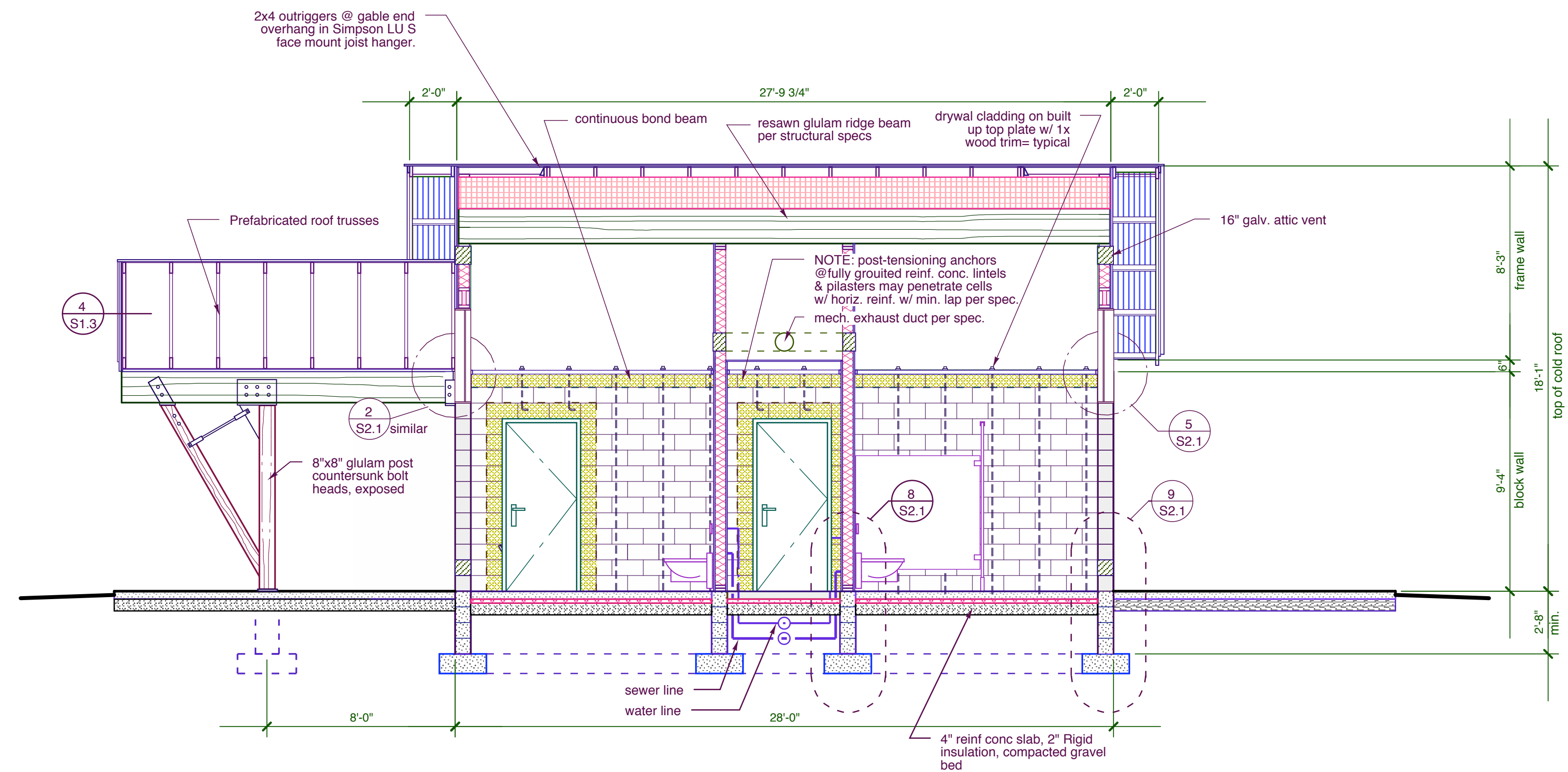
P.O. Box 956 Wilson, WY 83014
(307) 732-1645, ph 732-1646 fax
handson@onewest.net

Issue date: 1/4/08

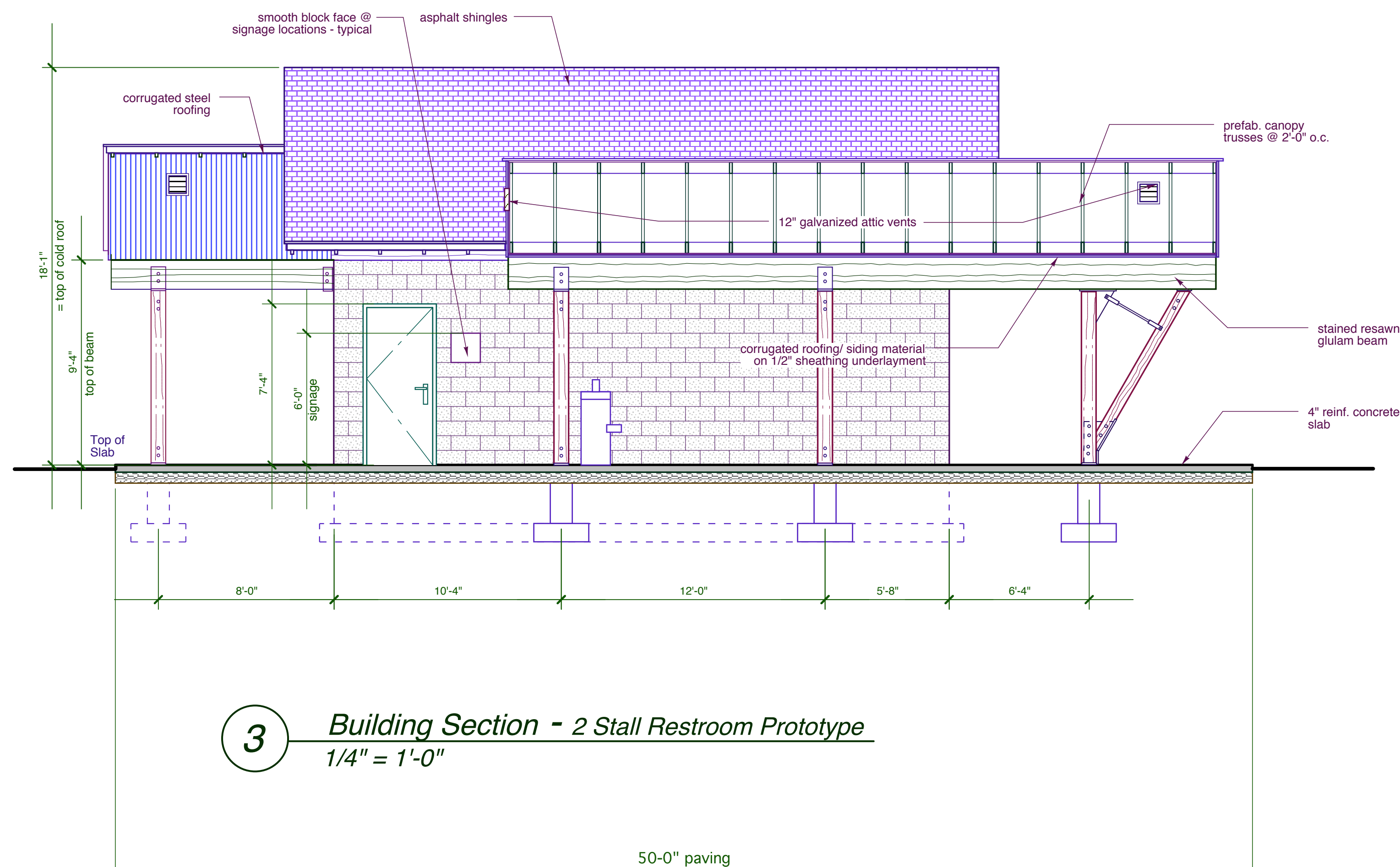
Dwg. no. **A2.1**



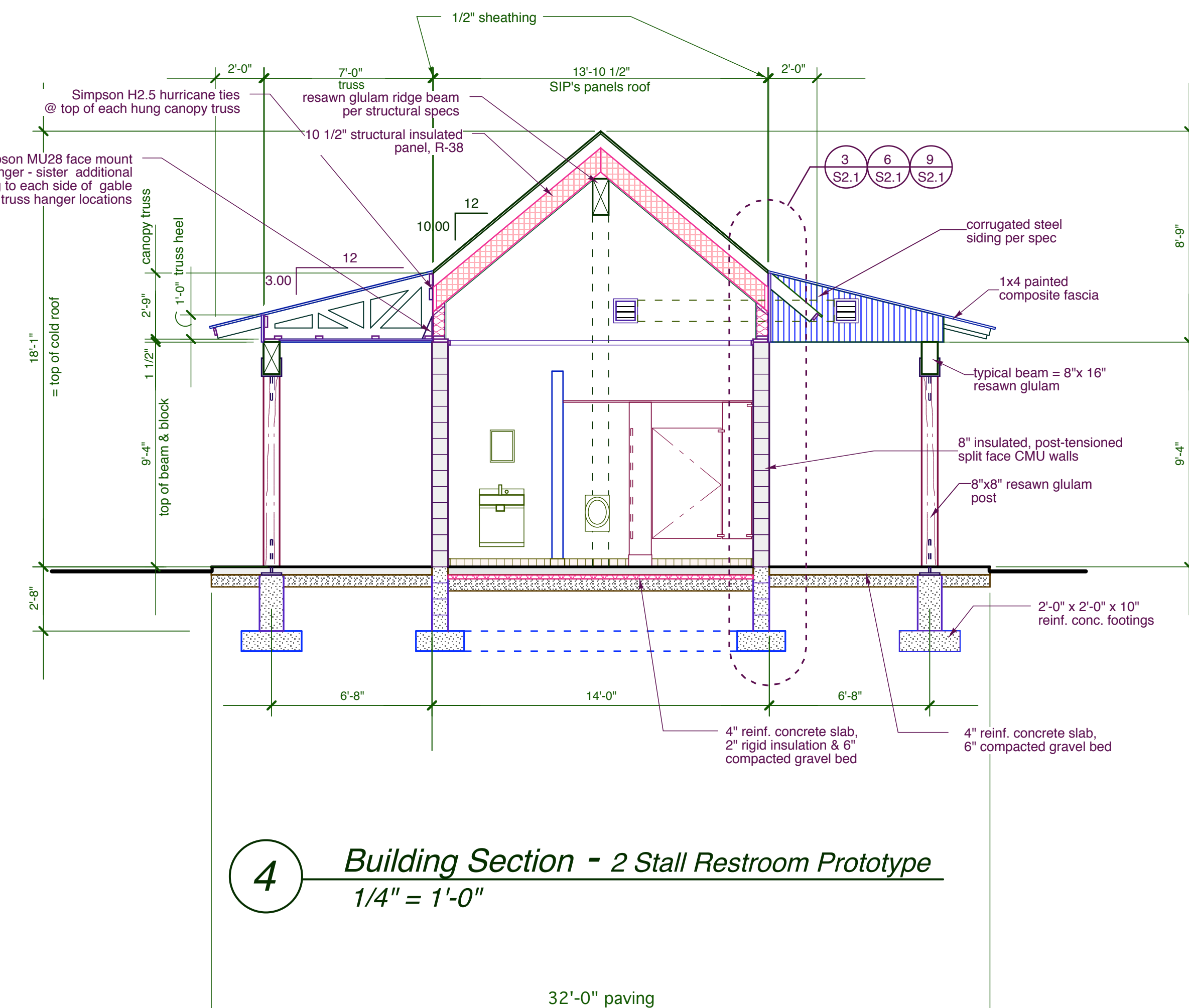
1 *Building Section - 2 Stall Restroom Prototype*
1/4" = 1'-0" showing typical fixture locations



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:

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

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**



To: Steve Ashworth, Director, Teton County/ Jackson Parks and Recreation Department
Max Moran, Project Manager, Teton County/ Jackson Parks and Recreation Department

Cc: Tyler Valentine, Senior Planner, Town of Jackson Planning and Building Department
Paul Anthony, Director, Town of Jackson Planning and Building Department

From: Megan A Smith, EcoConnect Consulting

Date: December 10, 2024

Re: Karns Meadow EA Development Impacts Addendum Two

Per the December 2, 2024 Town Council Meeting and December 3, 2024 Staff Meeting with Planning, Pathways, Parks and Recreation and Public Works staff, the following memo is intended to provide supplemental information to the May 28, 2019 Karns Meadow Environmental Analysis and July 11, 2024 EA Addendum for consideration in making Karns Meadow property development decisions. In particular, the development proposed and assessed in the July 2024 Karns Meadow EA Addendum did not include winter recreational use by humans. Furthermore, this memo intends to provide information along a spectrum of least to most impactful to wildlife and other natural resources. Per the Town of Jackson land development regulations, as was cited in the previous two documents, development and use within lands located in the Natural Resources Overlay (NRO), which includes Karns Meadow, “shall minimize impacts on the areas protected” (Section 5.2.1.E, Impacting the NRO and Section 5.2.1.D Applicability of the NRO). For all practical purposes, these regulations direct that development and use shall avoid impacts to natural resources when possible, minimize when avoidance is not possible and mitigate unavoidable impacts.

Winter Recreational Use

Winter Closure December 1 – April 30 (CUP Application)

A winter closure to all human activity, as is proposed in the CUP application, would provide for undisturbed use of Karns Meadow by wildlife species, inclusive of mule deer and moose, during critical winter months. Under this closure, the parking lot would not be plowed adding further deterrent to human use of the property. This closure would be in line with USFS closure to the south. USFS closures around Jackson have long been accepted and voluntarily followed. Lands north of Broadway are effectively closed due to limited public access. A winter closure would avoid disturbance to wildlife from human use and infrastructure (covered by snow or limited impacts without human use) during the critical winter and early spring months.

Lastly, no winter human use of Karns Meadow would remove concerns of human safety around flooding and ice formations throughout the meadow during the winter months. The Karns Meadow riparian system is an important component of the Flat Creek watershed absorbing and managing flood waters and ice throughout this unique waterway’s annual cycle.

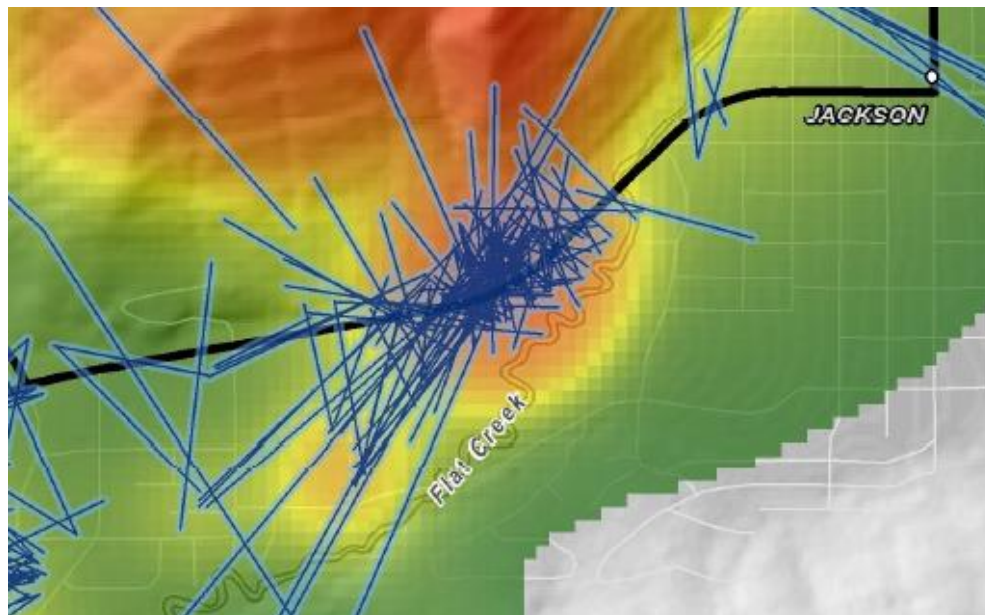
Winter Use as Currently Allowed

The allowance of winter use in line with current management would include low levels of unpredictable disturbance to wildlife. Under the current level of impacts, the parking would not be plowed so as to not encourage increased levels of human use. Furthermore, the bathrooms would be closed and no grooming would take place. Winter use of the meadow would be unpredictable to wildlife, not meet ADA standards and limited to those willing to set their own track. The levels of disturbance and human use under a plan for unsupported public use should be monitor. There is a possibility that with the

installation of summer facilities, an increase in winter use could be seen due to increased public familiarity with the park even without facilitating winter use. Therefore, the impacts from the development of summer facilities in combination with the allowance of unsupported winter use (current management) could result in greater impacts to wildlife from human use than is currently seen.

Of particular concern for wildlife would be unpredictable human use along the northern natural path and within the willow system. The northern natural path transects known mule deer movement patterns (see Mule Deer Winter Use below). Wintering mule deer are known to move between the south facing butte north of Broadway, traverse Broadway and enter Karns Meadow seeking cover and forage. Unpredictable human use movements across the northern section of Karns Meadow could push mule deer back into the Broadway transportation corridor in an unpredictable manner as well as deter these individuals from accessing the resources available within Karns Meadow. Unpredictable human use near and within the core, willow system could result in negative impacts on mule deer, moose and other species seeking cover and forage within these dense willows (see Proposed Development Impacts in 2024 July 2024 EA Addendum pg. 12-14).

Mule Deer Winter Use



Clip of Riginos, et al (2013) Figure 21 displaying winter population utilization distribution for mule deer (red is high, yellow is mid range, green is moderate probability) overlain with deer crossing lines from collar data.

Western 0.25 mi Loop

Winter use contained to a western, groomed loop would provide a small ski loop of approximately 0.25 mi (CUP Application showing loop for summer use). For comparison, the May Park groomed loop is approximately 0.5 miles (JH Nordic website) and the Middle School Loop is approximately 0.7 miles (JH Nordic website). The benefits to recreationists of a small loop may not outweigh the potential negative impacts to wildlife from increased human use in the meadow. While this western section of Karns Meadow contains the least amount of cover vegetation, any human use has an impact area greater than purely where the use is located. As was highlighted in the original EA document (2018, pg. 30-31), the area of influence around both physical development and human use extends into the surrounding natural resources. Winter use on a groomed 0.25 mi loop on the western portion of the meadow would

represent greater impacts to wildlife in the winter months than a winter closure. If human use on this western portion were proposed, human use should be contained to only the western groomed loop and a closure imposed on the remainder of the meadow outside of this 0.25 mi loop.

Southern Bridge

The southern, pedestrian bridge as proposed in the current CUP Application is a separated pedestrian bridge parallel to the existing, Snow King Ave bridge. This pedestrian bridge is drawn to be located below the elevation of the roadway bridge. The minimization of impacts to wetlands from the construction of this bridge are currently unquantified but likely to occur. As proposed, possible impacts from this pedestrian bridge could include:

- Impacts to wetlands on either side of the bridge from both the bridge itself as well as retaining walls and fill needed for the path's approach on either side of the bridge
- Impacts to permeability of the creek corridor for wildlife moving under the roadway bridge due to a lower height than the roadway bridge as well as an extended length to pass under.

Further minimization of these impacts could possibly be achieved by cantilevering the pedestrian bridge off of the current roadway bridge thereby avoiding further impacts on the approaches (e.g. retaining walls, etc.) as well as from supporting a new structure. Cantilevering would also maintain the pedestrian crossing at the same height as the roadway bridge and minimizing the length of passage under the bridge. Lastly, combining the pedestrian bridge with the roadway bridge would simplify the process of redesign when the Snow King Ave bridge is replaced to adequately service all users of a multimodal transportation corridor.

Mitigation

Future permeability improvements for wildlife into and out of Karns Meadow, such as a redesign of the Broadway and Snow King Ave bridges to function as improved wildlife underpasses could be included as possible mitigation for use impacts from increased human use in the meadow.

Winter Wildlife Viewing

Winter wildlife viewing could benefit, with limited impacts to winter wildlife use, through the addition of benches along the southern and eastern sidewalks/ paths. These sidewalks/ paths are elevated above the meadow and would therefore provide year-round, wildlife viewing down into the meadow while containing human use to the Snow King Avenue and Flat Creek Drive transportation corridors.

Monitoring Program

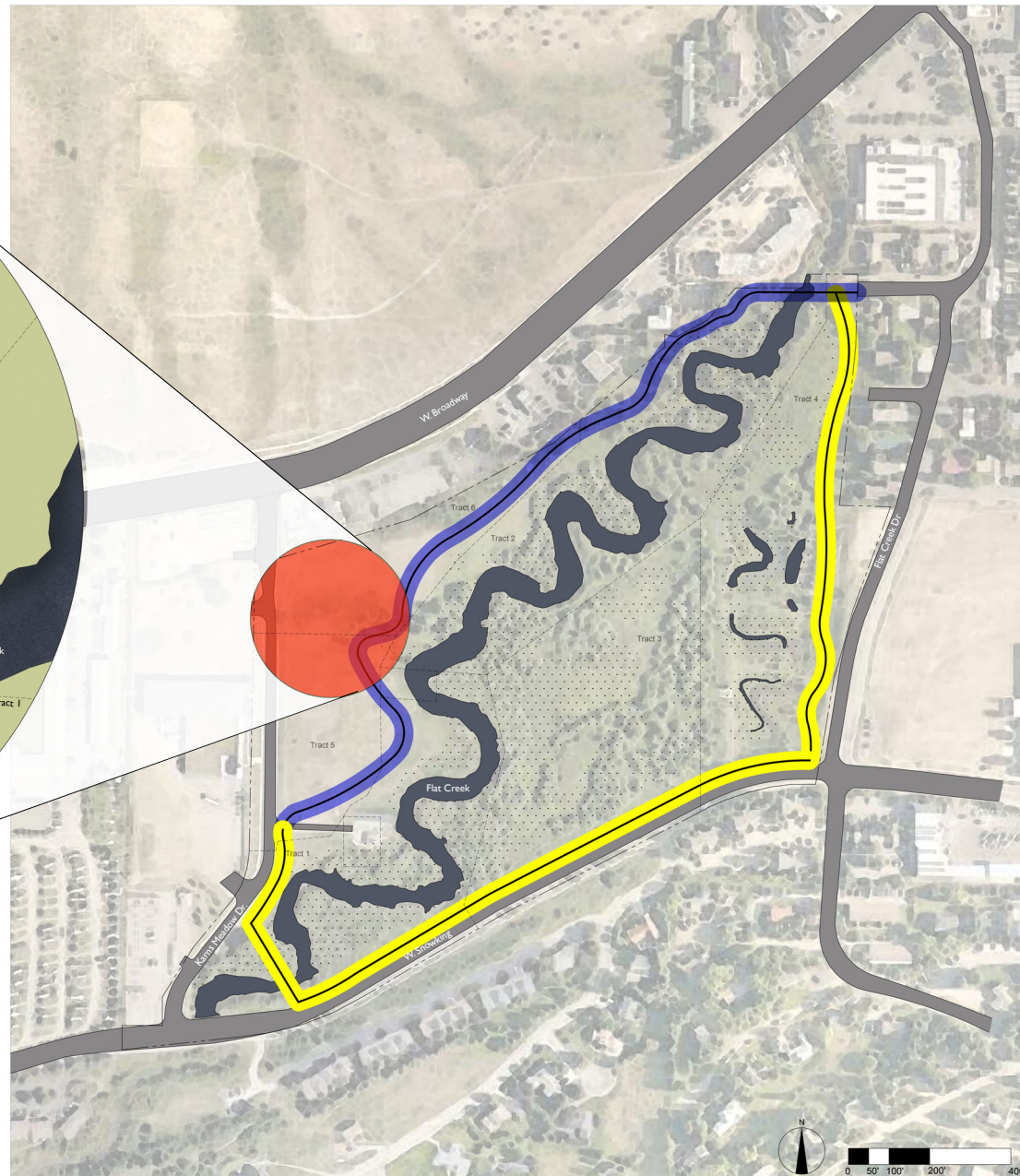
Monitoring of changes in use and development are most effective when clearly defined questions are posed and data are collected both pre and post the targeted change to be monitored. As has been demonstrated, the ecological health of Karns Meadow and its connection to surrounding lands is of utmost importance to the Jackson community. Therefore, the essential questions to be answered by a robust monitoring program would be applicable to identifying the effects of increased human use and development in and around Karns Meadow on the wildlife species that use the area. As has been discussed, summer use of the meadow (both human and wildlife) differ from winter use of the meadow. Winter months are critical to wildlife survival. Therefore, avoidance of winter, human use and collection of baseline data on year-round wildlife use and summer human use would be a worthwhile beginning to a robust monitoring program.

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	Physical Development	Interpretations
____ Basic Use	____ Sketch Plan	____ Formal Interpretation
☒ Conditional Use	____ Development Plan	____ Zoning Compliance Verification
____ Special Use	____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	____ LDR Text Amendment
____ Administrative Adjustment	____ Subdivision Plat	____ Map Amendment
____ Variance	____ Boundary Adjustment (replat)	Miscellaneous
____ Beneficial Use Determination	____ Boundary Adjustment (no plat)	____ Other: _____
____ Appeal of an Admin. Decision	____ Development Option Plan	____ Environmental Analysis

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

Pre-application Conference #: P23-079 Environmental Analysis #: P23-006
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- NA **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

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

Signature of Property Owner or Authorized Applicant/Agent

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
307-733-3932

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.		
			The Public Works response to council requests follows. 1.Flooding along the eastern portion of the park and pathway conflicts. a.While the proposed location of the pathway is located within the FEMA Special Flood Hazard Zone (SFHZ) AE (AE flood zones are areas that present a 1% annual chance of flooding and a 26% chance over the life of a 30-year mortgage, according to FEMA.) Based on other FEMA applications, the Town Engineer expects that this flood zone will be reduced in future studies due to improved modeling data. Town staff are not familiar with the reported flooding in this area.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			Development within the SFHZ is allowed in accordance with floodplain development regulations, which are practical for a pathway improvement. Detailed pathway design in this area will need to consider the applicable regulations and grades to achieve a functional design. The ditches between the creek and the pathway are stormwater diversions that can be controlled or shut off. While possible staff is not aware of winter flooding in this area. 2.Are parallel or angle parking off of Karns Meadow Drive reasonable alternatives to the proposed parking lot? a.The proposed off-street parking separates the non-traffic use of the park (loading and unloading kids, equipment, food, etc.) from the traffic use on the roadway. This allows for safer and more accessible friendly access to the park and eliminates the need for pedestrians to be in the travelled way. b.Using the roadway to maneuver in and out of parking increases the risk of accidents due to vehicle conflicts and limited visibility. c.Widening the road will reduce the side friction of the narrower road that naturally motivates drivers to drive at lower speeds, especially when the parking spaces are not occupied. d.Access from on street parking to the park may be more difficult during winter months when snow plowing operations on the road may impact the accessible routes to the park from the parking. e.Karns Meadow Drive is a primary road for START busses and other large equipment accessing the Core Facilities building. f.There are not adjacent destinations or demands for the on-street parking that would allow it to serve more than just the park. g.Public Works staff support the off-street parking lot concept. Please let me know if you have any questions regarding the response or need additional information. Brian Lenz, PE Town Engineer		
			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		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-130		OTHER	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.		
		OTHER	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 RECOMMENDATIO N	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		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-130		START DEPARTMENT COMMENTS	As far as START comments go, I would offer the following: 1-The cross section of the road is not wide enough to provide for safe on-street parking given the fact that Karns is used to a high degree for industrial traffic (ie. buses, Town vehicles accessing the Town shop). 2-if the road is widened, vehicle drivers will still exit their cars into an active street posing safety concerns; 3-If the street is widened enough to provide for diagonal parking in the right-of-way, a meaningful amount of park land will be lost; and 4-During the winter season, snow plowing activities result in the street becoming narrower as snow berms pile up on the edges of the street. Thanks Bruce		
	09/18/2024	TC PUBLIC NOTICE		TVALENTINE@JACKSONWY.GOV	
	09/19/2024	COMPLETENESS REVIEW		TVALENTINE@JACKSONWY.GOV	
	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
	12/11/2024	FIRE DEPARTMENT COMMENTS		TVALENTINE@JACKSONWY.GOV	
	12/11/2024	TOWN COUNCIL MEETING		TVALENTINE@JACKSONWY.GOV	
		PC ROUGH DRAFT			
		BUILDING DEPARTMENT COMMENTS			
		FINAL REPORT			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		JOINT HOUSING DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		PC FINAL DRAFT			
		PC PUBLIC NOTICE			
		LEGAL DEPARTMENT COMMENTS			

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

TABLE OF CONTENTS

Introduction	2
Minimizing Impacts	2
Development Impact Variables	3
Proposed Development	6
Proposed Use	8
Proposed Development Impacts: Vegetation	10
Proposed Development Impacts: Fragmentation, Core Habitat and Connectivity	12
Proposed Development Impacts: Wildlife	13
Recommendations for Additional Avoidance and Minimization of Impacts.....	15
Habitat Enhancement/ Mitigation Plan	16
Conclusion.....	16
Appendix A: Figures.....	17
Appendix B: Karns Meadow Management and Use Recommendations	21
Appendix C: Resources	23

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

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



Figure 2:
Vegetation Impacts
from
Proposed Development

**Karns Meadow
Development Impacts**

Legend

- Karns Meadow
- Vegetation Impacts**
 - Open Water
 - Scrub-Shrub Wetland
 - Cottonwoods
 - Agricultural Meadow
 - Disturbed/ Developed
- Vegetation Cover Type**
 - Open Water
 - Scrub-Shrub Wetland
 - Emergent Wetland
 - Cottonwoods
 - Fall 2018 Mitigation Plantings
 - Mitigation Plantings Added Since 2019
 - Agricultural Meadow
 - Disturbed/ Developed

1 in = 200 feet
0 200 Feet



Sources
TCPR
- Proposed Development
Teton County
- 2024 1 ft Aerial
- Parcels

July 11, 2024

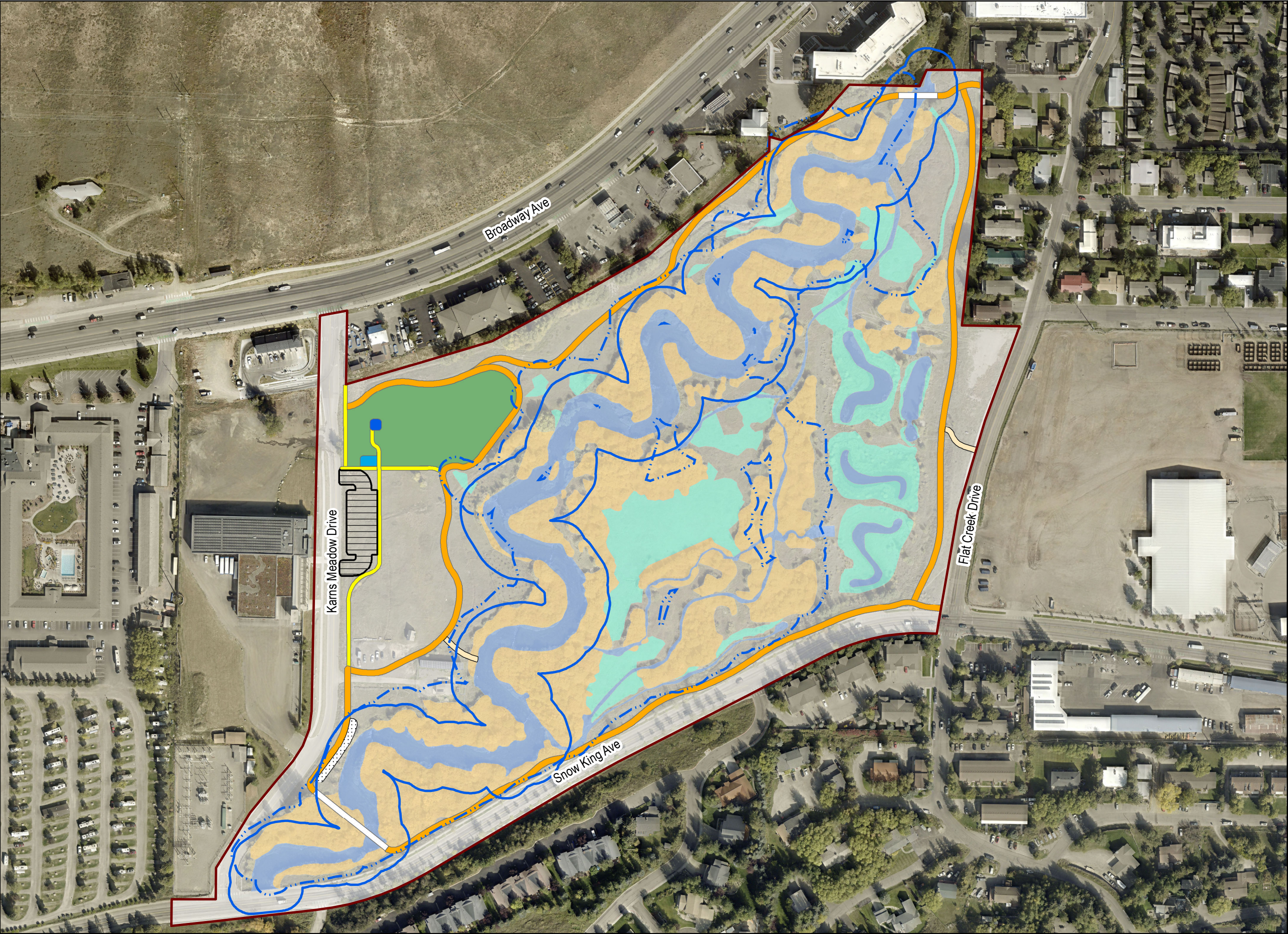


Figure 3:
Proposed Development
and
Wetland and Water Buffers

**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

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

- Blackwell, B. F., DeVault, T. L., & Seamans, T. (2015). Understanding and Mitigating the Negative Effects of Road Lighting on EcoSystems. In R. van der Ree, D. J. Smith, & C. Grilo (Eds.), *Handbook of Road Ecology* (First Edition ed.). John Wiley & Sons, Ltd.
- Cole, H., & Barber, J. (2020). *Rewilding the night sky: Mitigating the costs of light pollution for bats*. UW-NPS Research Station Annual Report Vol. 43.
- EcoConnect. (2019). *Karns Meadow Environmental Analysis*. Jackson, WY: Conducted for Town of Jackson by EcoConnect Consulting LLC.
- Hall, E., & McCabe, J. (2010). *1991-2009 Interim Report, Monitoring Avian Productivity and Survivorship*. Jackson, WY: Conservation Research Center of the Teton Science Schools.
- Huijser, M. P., Riginos, C., Blank, M., Ament, R., Begley, J., & Jenne, E. (2018). *Teton County Wildlife Crossings Master Plan*. Bozeman, MT: Western Transportation Institute.
- Jackson/ Teton County Planning. (2012 and 2020). *Jackson /Teton County Comprehensive Plan*. Jackson, WY.
- Miller, S. G., Knight, R. L., & Miller, C. K. (2001). Wildlife Response to Pedestrians and Dogs. *Wildlife Society Bulletin*, 29(1), 124-132.
- Rich, C., & Longcore, T. (2006). *Ecological Consequences of Artificial Night Lighting*. Washington DC: Island Press.
- Riginos, C., Krasnow, K. D., Hall, E., Graham, M., Sundaresan, S., Brimeyer, D., . . . Wachob, D. (2013). *Mule Deer (Odocoileus hemionus) Movement and Habitat Use Patterns in Relation to Roadways in Northwest Wyoming FHWA-WY-13/08F. FHWA-WY-13/08F*.
- Segerstrom, T., & Dittmar, P. (2003). *Natural Resources Inventory for the Karns Meadow, Tract I Property*. Jackson Hole Land Trust.
- Taylor, A. R., & Knight, R. (2003). Wildlife Response to Recreation and Associated Visitor Perceptions. *Ecological Applications*, 13(4), 951-963.
- TCPR. (2024). Teton County Parks and Recreation. Karns Meadow Management and Use Recommendations (dated July 8, 2024).
- Teton Conservation District. (2003). *Microbial Source Tracking for Escherichia Coli in two upper Snake River Watersheds*. Jackson, WY: Teton Conservation District.
- Teton Conservation District. (2019). *Flat Creek Watershed Management Plan*. Authored By: Girard, CE; Gosselin, EN; Remlinger, BE; Stallings, BM. Teton County, WY: Teton Conservation District.
- WGFD. (2012). Pathways Comment Letters .
- Zeller, K., Ditmer, M., Squires, J., Rice, W., Wilder, J., DeLong, D., . . . Barber, J. (2024, July 8). Experimental recreationist noise alters behavior and space use of wildlife. *Current Biology*, 34, pp. 1-8.



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.

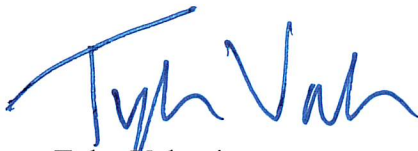
Staff Response: *Staff is neither recommending nor opposing the idea of prohibiting motorized travel (e.g., e-bikes) in the park. We do not find that doing so is necessary to comply with the LDRs. The Council could choose to further limit and restrict the pathway to non-motorized users as part of the 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: Agnes Bourne <agnes@agnesbourne.com>
Sent: Sunday, December 1, 2024 6:48 AM
To: Town Council
Subject: Karns Meadows

Thank you for your public service.

Please reserve Karns Meadow as a natural setting for restricted public use and home for wildlife.

Jackson needs to save a few natural spots for reflection and honoring why we love living here...Nature and Art give us health and vitality...the Spirit of Jackson.

Best wishes - Agnes Bourne

AGNES BOURNE, ASID, FRSA

P.O. Box 529

Jackson, WY 83001

307-699-0708

www.agnesbourne.com

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: Susan Scarlata
Sent: Sunday, November 24, 2024 3:34 PM
To: Tyler Valentine
Cc: Riley Taylor
Subject: FW: Online Form Submittal: General Inquiry, Comment, or Concern

Hi Tyler,

This came through the general comment section on the website and has to do with Karns Meadow.

Riley, copying you if you also want to note this.

All best,

Susan

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, November 23, 2024 10:14 AM
To: Susan Scarlata <SScarlata@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	bev
Last Name	boynton
Phone Number	3076907200
Email Address	boyntonb@gmail.com
General Inquiry, Comment, or Concern	re: karns meadow, please make a winter wildlife closure i am not opposed to the bicycling community. i used to bicycle a lot, but not now. my prior cycling was in breakdown lanes, and wild single and double track trails. maybe i'll reinvent myself someday as a cyclist of some sort, especially with all the pathways and maintained trails that are currently in teton county, wyoming and teton county, idaho. i increasingly have become more of a nordic skier, touring, classic, and skate. there are quite a number of places in town for all 3 of these

types of skiing, and looking at jh nordic hike, bike, ski trails map, opportunities are vast.

with the profusion of opportunities for winter cycling and skiing, i strongly think tiny karns meadow should be spared for the benefit of the wildlife that use it year round, especially mule deer. the winter habitat in town was pared down by snow king's expansion (for instance, the small elk herd of leek's canyon, which WGF initially determined to be critical, but reversed themselves, presumably by strong and persistent pressure). wildlife need karns more than the cycle/ski community.

there are a number of winter closures in the county that trim my sails, but i wholeheartedly don't begrudge the wildlife some help in surviving JH winters. please, please help the karns meadow wildlife get through winter with a wildlife winter closure.

i optimistically thank you for making this a wildlife win, and for the difficult issues you face.

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

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.

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: [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.

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.

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.

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.

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.

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: [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.

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.

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.

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: [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.

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.

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.

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,

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.

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: [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.

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 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.

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: [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.

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: [barbara aronowitz](#)
To: [Town Council](#)
Subject: Cairns 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 Cairns 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.

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.

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.

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: [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.

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: [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.

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.

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](https://www.facebook.com/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

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: [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,

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.

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,

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.

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,

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: [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,

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.

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,

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.

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,

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,
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,

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: [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,

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: [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,

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.

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,

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,
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.

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
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,

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: [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,

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.

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.

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: [Penny Lodge](#)
To: [Town Council](#)
Subject: Keep Karns Meadow pathway open year-round
Date: Thursday, November 14, 2024 5:47:49 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.

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.

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, 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,

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: [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,

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.

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

Your State: WYO

Your Zip Code: 83001

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.

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: [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.

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 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.

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: [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,

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,
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.

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: 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
--------------------	-------

Your Phone Number:	2069530933
--------------------	------------

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

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

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

Your Zip Code:	83014
----------------	-------

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.

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.

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.

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.

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.

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 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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: [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.

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

22 Stories Book Coaching



MIDNIGHT AT THE SHELTER
HarperCollins 2022
Czech Republic publication 2024
Půlnoc 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.

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: [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.

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.

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: Don Opatrny <don@opatrny.com>
Sent: Sunday, December 1, 2024 11:02 AM
To: Town Council; ajorgensen@hawtinjorgensen.com;
hmortonlevinson@gmail.com; Jonathan Schechter; Jim Rooks;
jessica.s.chambers@gmail.com
Subject: Karns Meadow

Madam Mayor and Town Council,

Thank you for your commitment of time and effort to Jackson.

As you consider the destiny of Karns Meadows, please reflect upon historic precedent. One of the most valuable assets of any city, whether large or small, is the assembly of a park system. Any resident values the wisdom of prior leaders to set aside immediate imperatives and establish places for social interaction, reflection, peace and physical fulfillment. Can you think of any city you visited where the standard of living would be enhanced by eliminating the parks?

You have an opportunity to demonstrate similar leadership.

Thank you

Don Opatrny

Donald C. Opatrny
30 King Street, Suite 2A (FedEx and UPS only)
Jackson, WY 83001

P.O. Box 11086 (U.S. Post only)
Jackson, WY 83002

Office:307-732-0111
Cell:203-912-7041
don@opatrny.com

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.

Mark as Safe

Powered by Mimecast

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

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 with 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 the 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.

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 passthrough is redundant

with the pathways that already exist to the north and south. The south pathway encroaches on the existing wetland in the southeast. 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 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 corroding—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 “nature park; however, the proposed plan almost eliminates the opportunity for Karn's Meadow 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 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

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

GOVERNOR

Mark Gordon

DIRECTOR

Brian R. Nesvik

COMMISSIONERS

Richard Ladwig, President

Mark Jolovich, Vice President

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

Ralph Brokaw

September 16, 2024

WER 14978.00a

Town of Jackson

Karns Meadow Master Plan

Conditional Use Permit

Teton County

Tyler Valentine

Senior Planner, AICP

Town of Jackson

150 E. Pearl Avenue

P.O. Box 1687

Jackson, WY 83001

tvalentine@jacksonwy.gov

Dear Mr. Valentine,

The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed Karns Meadow Master Plan Conditional Use Permit in Teton County. The Department is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Pursuant to our mission, we offer the following comments for your consideration.

The Department appreciates the integration of our previous recommendations to avoid and minimize impacts to aquatic and terrestrial resources into the Master Plan. We also support the following specific elements of the Master Plan as they will further reduce unnecessary impacts:

- Seasonal big game closure (December 1 through April 30).
- Property open from dawn to dusk only.
- Dogs are restricted to the sidewalk along Snow King Avenue.

One potential source of concern for maintaining wildlife movement is the development of a retaining wall along Snow King Avenue. Retaining walls can act as a hard barrier to wildlife. We are aware that the specifications of the retaining wall, and determining whether a retaining wall is even needed, has not yet been determined. We offer the following recommendations for consideration if development of the retaining wall is pursued:

- Minimize the size of the horizontal and vertical retaining wall to the extent possible.

Tyler Valentine
September 16, 2024
Page 2 of 2 – WER 14978.00a

- A stair-step design is preferable to one large retaining wall (i.e. two 2-ft steps vs. one 4-ft step).
- Minimize the number of vertical drops greater than 1 foot as they will prohibit large game neonate, non-game, and young waterfowl movement.
- Vertical walls are better for steps, opposed to large boulders that widen the step and make it harder for animals to walk on.
- If the wall is longer than 120 feet, add a break to reduce wildlife from searching for areas to cross.
- A 2:1 slope should be considered the maximum.

Department personnel welcome the opportunity to discuss pertinent Best Management Practices for portions of the project that are being developed in more sensitive area, such as near riparian areas or Flat Creek, as the project moves forward.

We appreciate the opportunity to comment. If you have any questions or concerns please contact Ross Crandall, Habitat Protection Biologist, at (307) 367-5615.

Sincerely,



Will Schultz
Habitat Protection Supervisor

WS/rc/kgb

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

From: noreply@civicplus.com
Sent: Monday, December 9, 2024 11:31 AM
To: Town Council
Subject: Online Form Submittal: Janna Rankin Email the Town Council

Email the Town Council

Email Content: The News & Guide headline says, “Council seeks compromise in Karns Meadow,” but I would contend that this isn’t compromise as much as it is capitulation. Capitulation to the most prominent voices urging you to reject the use of Karns Meadow for people and preserve it for wildlife habitat. Do you know who doesn’t have access to an extensive email lobbying list? Many of the folks who would use this area.

By rejecting the paved walkway, the picnic shelter, parking, and other minimal suggested developments you are essentially saying that the only community that counts is the wildlife-protecting, exclusionary, keep ‘those-people-out’ community. There will be work force housing built just west of this open space. These folks will come home after a hard day of roofing, emptying bed pans, washing dishes, and plowing roads only to find that they must put the kids in their cars and drive to a place where children can run and play, or lie on their backs to look at the clouds, because the open space closest to their home has been designated a “nature park.” People using a walker to rehabilitate a knee replacement, kids learning to use their new strider bikes, grannies in wheelchairs – these are the voices that aren’t here today—more specifically the users that you choose to ignore. These folks don’t have an extensive email lobbying list like Jackson Hole Conservation Alliance.

National Recreation and Park Association, (www.NRPA.org), is the leading nonprofit organization dedicated to building strong, vibrant and resilient communities through the power of parks and recreation. This leisure services professional organization emphasizes that public parks are like a three-legged stool. One function is preservation, sustainability, and conservation. Under the current Karns proposal this function would be well-served. This, the largest of Teton County/Jackson parks, would be essentially left alone. The weeds, wildlife, and creek would continue as they are. The other two legs, health and wellness

and fostering social connections, creating a sense of belonging, and building community deserve your consideration

I believe we should strive for a future where all people have access to the benefits of quality parks and recreation. Our differences— in race, ethnicity, gender, identity, religion, socioeconomic status, age, language, or physical or mental abilities — meet on the playgrounds and in public parks. These differences are magnified by systemic inequities, creating different community experiences. Park and recreation facilities are uniquely positioned to address these challenges when they center equity in their programs, policies and practices. Your votes can make a difference. Please take a moment to visit the NRPA links on equity and health and well-being. Thank you for your service and taking the time to reconsider this.

Your Name:	Janna Rankin
------------	--------------

Your Company Name:	<i>Field not completed.</i>
--------------------	-----------------------------

Your Phone Number:	208 351 2100
--------------------	--------------

Your Email Address:	jannarankin@gmail.com
---------------------	--

Your City:	Alta
------------	------

Your State:	Wyoming
-------------	---------

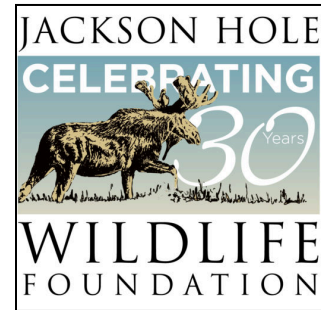
Your Zip Code:	83414
----------------	-------

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

November 8, 2024

To: Mayor Morton Levinson and Town Council Members

Re: Comment on Karns Meadow Development



Dear Mayor Morton Levinson and Town Council Members,

We are writing to you on behalf of the Jackson Hole Conservation Alliance, the Jackson Hole Wildlife Foundation, and the hundreds of community members who have spoken up to protect the wildlife values at Karns Meadows. Today you will make a crucial decision on this CUP application for Karns Meadow Park about how we will develop and use the last natural stretch of Flat Creek in Town. Your decision will set the fate of this 43-acre meadow that provides critical winter habitat, important connectivity for wildlife movement, as well as bioremediation and infiltration of the waters of Flat Creek.

Just to be clear, the plan before you today is not our preferred alternative, which would **NOT** have a **circumnavigating pathway** and **bridges**. Both of which could be downscaled without a reduction in access or enjoyment of the meadow. An out-and-back pathway with one or no bridges was never analyzed as an alternative for reducing impacts even though we and many other community members advocated for this. Please consider conditioning those changes to this application to reduce the impact to wildlife and cost to residents.

One critical component of the current application is the **winter closure**. We know winter stresses wildlife, and we know winter closures are paramount to sustain these populations. Most National parks and National Forests do not have winter closures – but those in Teton County - Grand Teton National Park, Bridger Teton National Forest, and the National Elk Refuge all close select areas to protect critical winter wildlife habitat. They do this because herds of migrating ungulates depend on these winter closures to survive our harsh winters. Karns meadow is this winter habitat in Town – The Wyoming Game and Fish Department recognized this in their 2012 letter:

“Karns Meadow is one of the only remaining places within the Town of Jackson that provides an extensive patch of intact willow riparian habitat for wintering moose and mule deer.”

-Wyoming Game and Fish Department, in a 2012 comment letter

Karns meadow is winter range for moose (Figure 1), mule deer, elk, trumpeter swans, and bald eagles. It is clear that this meadow should not be open for human use in the winter.

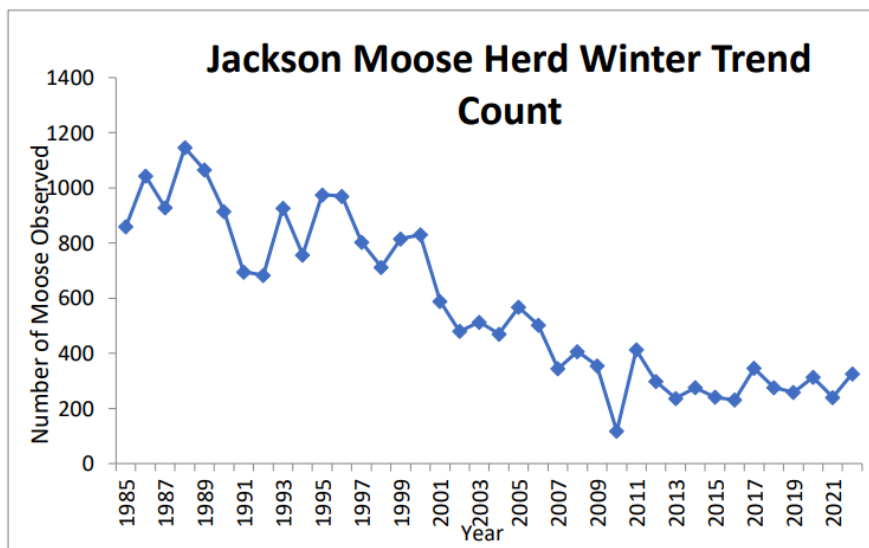


Figure 1: Jackson Hole winter moose count 1985-2021. In this time period the Jackson Moose herd has experienced a 70% decline.

Is now the time to open Moose winter habitat to recreation?

The meadow is also situated along the major movement corridor (Flat Creek) between winter closures on the National Elk Refuge and Snow King – making it a critical movement corridor linking larger winter habitat (Figure 2). Human use in winter would add significant stress to wintering wildlife, displacing them to poorer habitat, which ultimately affects their ability to survive and reproduce.



Figure 2: Winter closures (dark purple) shown on both sides of Karns Meadow (highlighted with yellow border). Karns meadow is a major travel corridor along Flat Creek and from East Gros Ventre Butte to Snow King – human winter use would disrupt wildlife when they are most vulnerable, shrinking their available habitat.

The Environmental Assessments concludes, “The gains to recreational opportunities by an approximately 1.0-mile loop pathway are outweighed by the wintertime impacts to wildlife habitat” (EcoConnect 2019). The solution is simple – a winter closure of the meadow. Even the application before you recognizes the decision in the late 2010’s where winter use was “deemed too detrimental to the park’s ecology to be pursued” (Teton County Park and Recreation, Karns Meadow Masterplan Development Conditional Use Permit, pg. 2).

You likely know this, but recreation can have profound negative effects on wildlife. Research has shown that recreation is associated with increased stress hormones (Creel et al 2002), shifts in habitat use (Stankowich 2008; George & Crooks 2006), and lower reproductive success (Phillips & Alldredge 2000) for many wildlife species. Just last year, a study was published in our own backyard (Zeller et al 2024) showing how the noise from recreation (without any human presence) can displace wildlife and shrink their available habitat. The research, conducted on the Bridger-Teton, showed that noise from recreation triggers an anti-predator response for ungulates, causing them to flee and not return to those areas for some time (Zeller et al 2024). Many locals think that the animals will “adapt” to human recreation – but the research shows otherwise. Every time animals are disrupted in the winter, they experience stress, use precious energy, and are being pushed off valuable habitat.

In addition to protecting the winter closure supported by the applicant, we suggest the following improvements to the park design include:

- Reduce the need for a large retaining wall that will obstruct wildlife movement as well as the need for a costly bridge over the wetlands by eliminating the southern bridge and having the pathway go on the existing bridge and join the existing pathway on Snow King.
- Pavement has a negative impact on wildlife and would likely be costly to maintain in an active floodplain. Consider hard-pack cinder, gravel, or wooden walkways instead of pavement.
- To retain more native vegetation and reduce the impacts of pavement, reduce the pathway width to 8’ or less
- To retain more native vegetation, eliminate or reduce the size of the proposed 1.3-acre lawn
- To retain more native vegetation, install the parking lot on the street side and expand into the park if needed in the future.

Thank you for protecting the important winter closure at Karns, and for doing all you can to reduce the impact of this park on wildlife. We appreciate your consideration of these comments and your service to our community.

Sincerely,



Kevin Krasnow, Ph.D.
Conservation Director
The Jackson Hole Conservation Alliance



Renee Seidler
Executive Director
Jackson Hole Wildlife Foundation

References:

- Creel, S., Fox, J. E., Hardy, A., Sands, J., Garrott, B., & Peterson, R. O. (2002). Snowmobile activity and glucocorticoid stress responses in wolves and elk. *Conservation biology*, 16(3), 809-814.
- EcoConnect Consulting. (May 28, 2019). Karns Meadow Environmental Analysis.
- George, S. L., & Crooks, K. R. (2006). Recreation and large mammal activity in an urban nature reserve. *Biological Conservation*, 133(1), 107-117.
- Phillips, G. E., & Alldredge, A. W. (2000). Reproductive success of elk following disturbance by humans during calving season. *The Journal of Wildlife Management*, 521-530.
- Stankowich, T. (2008). Ungulate flight responses to human disturbance: a review and meta-analysis. *Biological conservation*, 141(9), 2159-2173.
- WGFD. (2012). Pathways comment letter.
- Zeller, K. A., Ditmer, M. A., Squires, J. R., Rice, W. L., Wilder, J., DeLong, D., ... & Barber, J. R. (2024). Experimental recreationist noise alters behavior and space use of wildlife. *Current Biology*.

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.

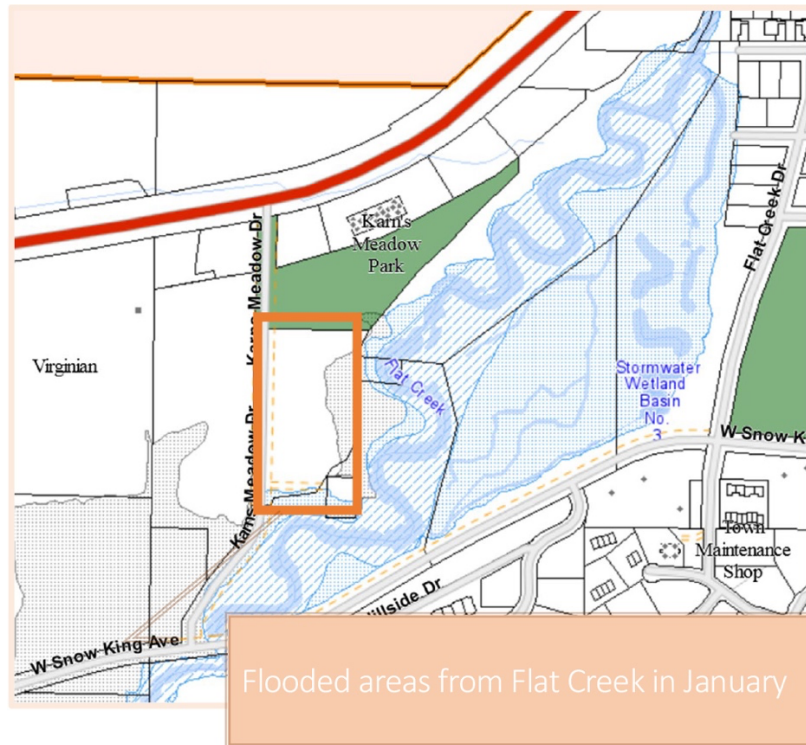
What more can we possibly ask of the Karns family? For certain, it would have been easier, and far more lucrative for the family to develop their land and forgo their community vision. If they had done so, the public wouldn't have the luxury of making any comments about the benefits or detriments of 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

Extent of flooding January 17, 18, 1924

Flooding outline in winter: note NE and SW corners:



View from SW corner:



Views E from Karns Meadow Dr.:



From: Katherine Dowson <katherine@friendsofpathways.org>
Sent: Wednesday, November 27, 2024 11:52 AM
To: Town Council
Cc: Sam Petri
Subject: Karns Meadow Park Environmental Assessment Addendum comments
Attachments: [Karns Meadow Park_FOP 11.27.24.pdf](#)



This message could be suspicious

- The sender's email address couldn't be verified.
- Some Recipients have never replied to this person.

Mark as Safe

Powered by Mimecast

November 27, 2024

Jackson Town Council

Sent via email

Dear Madame Mayor and Town Councilors,

On behalf of Friends of Pathways (FOP), I am submitting additional comments regarding the Karns Meadow Masterplan Environmental Assessment Addendum (EAA) and other topics relevant to the Karns Meadow Park CUP that you will be discussing this Monday.

Friends of Pathways fully supports five of the eight recommendations from the EAA for Karns Meadow Park:

- 1) *Removal of the northern spur pathway. FOP supports.*
- 2) *Avoid installation of a landscaped lawn. Already resolved and FOP supports.*
- 3) *Minimize parking area or pursue on-street parking. FOP supports.*
- 4) *Field-fit pathway and infrastructure. FOP supports.*
- 5) *Limit special events to small groups and during daylight hours. FOP supports.*

We do not support recommendations 6 & 7 for the following reasons:

- 6) *Construct the pathway with gravel surface or natural surface (dirt) trails rather than a paved surface pathway. FOP does not support this*

recommendation. As a flat, one-mile pathway loop, the Karns Meadow Pathway will welcome people of all abilities, including people pushing strollers or wheelchairs, young children using pedal and strider bikes, people using canes and ski poles and many others who will benefit from a uniform, paved surface. In addition, the Karns Meadow Pathway is intended to integrate with the greater Town pathway network, none of which is gravel or compacted dirt.

- 7) *Limit pathway use to non-motorized riders (e.g. no e-bikes or motorized scooters).* **FOP supports the use of e-bikes on the Karns Meadow Park pathway.** Many Jackson Hole residents and visitors ride e-bikes and should be allowed to ride responsibly in Karns Meadow Park just as they can in any other Town Park and along the Town pathway network. We recommend posting and enforcing pathway speed limits of 10 mph in Karns Meadow Park. **Motorized scooters are not allowed on the Town pathway network and should not be allowed in Karns Meadow Park.**

Suggestions for recommendation 8:

- 8) *Relocation of the southern bridge and construction of the southern section of the perimeter pathway.* **FOP supports the construction of a perimeter pathway around the entire Karns Meadow Park but also recognizes the engineering and environmental challenges posed by the southern creek crossing.** To that end, there may need to be further assessment of the location and alignment of the southern bridge, which should not preclude moving forward with approving the CUP. FOP supports further investigation into incorporating the southern bridge and southern perimeter pathway into the future re-design of Snow King Ave. This would avoid redundant pathway infrastructure while still achieving the goal of a park perimeter loop.

In addition, FOP supports a winter closure of interior lands in Karns Meadow Park while keeping the perimeter pathway available for daytime Nordic skiing and walking. This is the right thing to do for the Karns family and for the thousands of nearby Town residents that will certainly benefit from the perimeter pathway during the long cold months of winter. Imagine if people in the Indian Trails or Cottonwood neighborhoods were restricted from hiking up High School Butte in the winter or if people in East Jackson couldn't use Nelson Knoll or go for a run on the Elk Refuge Road? These are both very popular locations where people from nearby neighborhoods walk from their homes and enjoy an hour of exercise and sunshine. These are also places shared by wildlife in the winter.

The Jackson Town Council (past & present) intentionally upzoned the lands surrounding Karns Meadow Park to encourage high-density neighborhoods and more housing for our local workforce. This choice will have a far greater impact on Karns Meadow than opening a perimeter pathway in the winter. You can't have it both ways. **You can't create urban neighborhoods and then expect to make up for the environmental impacts of these decisions by walking back on an agreement that was brokered over 20 years ago.** An incredible amount of public discussion and consternation has gone into this decades-long planning process, but an embarrassing lack of concern or respect has been given to the family that created this extraordinary conservation opportunity and discounted 10 million dollars to make it work! This is not how you treat generous people and it disincentivizes future legacy gifts.

The commitment to have a park in Karns Meadow with a year-round perimeter pathway was made well before any of you took office. Thank you for being the leaders who finally bring this amazing public gift to fruition.

Sincerely,

Katherine Dowson

Executive Director

Friends of Pathways

katherine@friendsofpathways.org

307-733-4534 office

208-709-4630 cell

=====

www.friendsofpathways.org

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

Submission of comments on the Karns Meadow project to Jackson Town Council and Mayor

December 9, 2024

From Kay Modi

RE: SAFETY FIRST PRIORITY IN REVIEWS AND DEVELOPMENT

Project engineers must consider safety first in any development proposal and I have several safety concerns in the designed layout and from the Town Council meeting's comments.

SAFETY FIRST:

PARKING: There are safety concerns of placing the public in harms way when families disembark from cars on Karns Meadow Drive. The road is primarily used for buses and utility trucks based on my observations. START operating and repair area is directly across the street from the entry to the proposed park. The thought of kids and young ones being placed in strollers on an essentially utility road does not seem to be a safety-first design. What I have heard in the vision of the meadow's public use is to provide a calm space for the families that live in town to observe the natural pleasures of a meadow and wetland. These types of proposals (street parking) could stress our bus employees and their operations.

PONDS: Another safety concern that I have is for any entry into the eastern pond areas. I think that should be avoided due to the industrial aspects with culverts, steep slopes, wells, valve systems, and other large water management features that are unsuitable for public access. I do not think this was not a part of the original proposed due to that issue plus the flooding and ice flows with flooding that occur in large volumes. Adding pathways along this section may need some barriers to prevent access or at least to adequately note the hazards to the public (even in non-flood periods). There are skinny walkways into the system for the utility operations of the water features.

BARRIERS: The proposed bridge in the north east corner of the park will invite visitors to park on the dead-end street of Hansen. That point (upper point of the Karns Meadow lot) is already used for unauthorized parking and may create problems when more people see this as a park entrance. Some safety barricades to prevent vehicles from entering the area may be needed (steep descents into the creek and wetlands). Note, winter street clearing currently pushes snow to the edge of the steep terrain. I am not certain how snow removal and parking in this area will be performed.

ICE FLOODING CONDITIONS: Avoiding winter and spring flooding areas is also an important safety element. Living along Flat Creek demonstrates the safety concerns of ice flows during these periods. The overflows of water due to ice dams creates ice shelves and when the water recedes (after the creek is cleared by clam diggers) it leaves an ice shelf that will not support the weight of a child or an adult. These flows also make path clearing difficult and result in crusty ice paths that require machine grinding and walking with yak tracks due to jagged footing. The notion that cross country skiing in a flooded wetland area does not seem feasible or safe. The proposed pathways should have winter observations after these events to properly design safe pathways and ones that are designed to take the impacts of

flooding to prevent asset damage even if only used in the summer. The large machines used to grind up ice for removal on the pathways near Garamon Park is an example of flooded ice flows impacts.

STREET FLOODING: These comments should be considered for any improvements south of the existing parking lot (solar panels) where flooding is more than two feet deep and flooding during the winter pours onto Karns Meadow Drive. The snow clearing from the streets create large embankments that prevent the creek from flooding directly into the street south of the existing parking lot. Adding an elevated pathway in this section may be okay for summer use but flooding seems problematic for winter use (with maintained clearing of any snow) . The parking lot can have more than 6 inches of water, slush and ice throughout its surface. The flooding extends north of this parking lot and covers about 2/3 of surface area between the creek and street. I am not familiar with the consequences of a path on the east side of meadow, since it seems that embankments or elevation would be necessary to raise any path well above the existing terrain.

General Flooding of the meadow will significantly increase in the future:

Flooding of this wetland should be seriously considered as increasing with time and historic events will be larger. Flat Creek is the only conduit of stormwater and pumped water from the town's infrastructure. Large proposed basements in the northern section of the downtown area will significantly increase the flows and thus the flood volumes since they are not seasonal flows (continuous flows through the day and year). A current proposed plan has almost 10,000 gallons per minute of water flows into the creek. The geotechnical report validates these values for the Mogul buildings. The Kudar property owners are also planning to building a large underground structure for parking and it will be pumping more water into the creek.

Geologist reviews of these projects have indicated that the northern section of the town which meets up with the Elk Refuge wetlands maintains very high groundwater levels. These aspects are much greater than south of the Jackson square. Thus, historical knowledge of underground building (with much lower groundwater levels) south of the square does not equate those prepared for north of the square. Those proposals sit on land that was historic wetlands and had fill brought in to stabilize the land for building. However, it cannot change the hydrogeological characteristics immediately downgradient of the Elk Refuge.

From: noreply@civicplus.com
Sent: Friday, December 6, 2024 2:20 PM
To: Town Council
Subject: Online Form Submittal: Mary Lynn Callahan Email the Town Council

Email the Town Council

Email Content: Jackson Town Council and Mayor of Jackson: Public Comment regarding Karns Meadow in Jackson

My first question is why are we even changing Karns Meadow at all. Can we give the Teton County/Jackson Parks & Rec Dept something else to do? So what's wrong with doing nothing?

We don't need another public park! We have plenty of park in town and out of town!

I lived adjacent to Karns Meadow for 16 years and saw how much our wildlife USE it & NEED it especially in winter!

My vote is

1. NO winter use of Karns Meadow
2. NO bikes of any kind
3. NO additional parking
4. NO DOGS
5. NO picnic area
6. NO restrooms
7. NO additional paths & bridges

You're already planning for a huge affordable housing development across the street, so leave Karns Meadow alone!!

Thanks for listening and possible consideration,
Mary Lynn Callahan

Your Name: Mary Lynn Callahan

Your Company Name: *Field not completed.*

Your Phone Number: 3076903407

Your Email Address: mlctetons@yahoo.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

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

From: Peter Keenan <keenanprk@gmail.com>
Sent: Sunday, December 1, 2024 1:28 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.

Peter Keenan
307-413-1008
keenanprk@gmail.com

From: Sara Flitner <sara@flitner.net>
Sent: Saturday, November 30, 2024 8:54 AM
To: Town Council
Cc: Arne Jorgensen; Hailey Morton Levinson (hmortonlevinson@gmail.com); Jonathan Schechter (kjschechter@gmail.com); Jim Rooks; Jessica Sell Chambers
Subject: Karns Meadows



This message could be suspicious

- Similar name as someone in your company.
- This is their first mail to some recipients.

Mark as Safe

Powered by Mimecast

Madam Mayor and Town Council,
Thank you for your public service.

Please prioritize Karns Meadow as a place for wildlife, and protect its natural setting. Rather than building it out with more unnecessary bells and whistles, give local residents an intentional space that allows people to reflect on what is here. In Jackson, our culture embraces pushing ourselves to the limits physically, and that intensity carries over into many facets of community development. Given the concerning data on mental health in Teton County, we have an opportunity to do something really helpful. Please lead on this issue.

Thanks to our wonderful pathways system, we have a lot of multimodal connection. Let Karns remain the natural gem it is, and instead of building it out more, clean it up and provide paths for walking, benches for quiet reflection or conversation with another community member. Karns Meadow, with planning, could make a statement for community values – wildlife, nature, each other.

There is nothing special about more bells and whistles. What is special is the land itself, and the birds, deer, fox, moose and other wildlife that find refuge there. In no other community have I come across such a natural asset in the middle of town and too much development will simply strip it – and us – of its inherent value.

Please provide leadership, and guide an approach that is intentional, mindful, a place for recharging. I am an avid user of our incredible bike path system, but there is far greater value to this piece of property than using it for convenience or to shave off seconds in moving around.

We have this one moment to chart an intentional, healthy course for our community. I hope you rise to it.

Thank you, again, for your commitment to Teton County.

Sara Flitner

Sara Flitner, President
Flitner Strategies, Inc.
Becoming Jackson Whole

P.O. Box 4717
Jackson, WY 83001
c: 307 690 2227

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: Saturday, November 23, 2024 10:28 AM
To: Town Council
Subject: Online Form Submittal: Susan Marsh Email the Town Council

Email the Town Council

Email Content: Dear council members,

A couple of weeks ago I sent a letter in regard to Karns Meadow, and in it I included my thanks for including a seasonal winter closure as part of the management of the park. Apparently I was a bit hasty with that, as it appears that much pressure is now coming from the pathways group to reconsider this. I am not going to repeat all of the reasons that I think the wildlife needs this area in winter more than we people do, but I hope this late push for more and more just for us can be resisted. There is a lot of talk about how much we in this county value our wildlife, and I think it's time we started acting on these words before they become nothing more than a meaningless slogan.

Thanks, Susan Marsh

Your Name: Susan Marsh

Your Company Name: *Field not completed.*

Your Phone Number: 3077335744

Your Email Address: smarsh@wyoming.com

Your City: JACKSON

Your State: WY

Your Zip Code: 83001

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

From: 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
Conservation
District
Est. 1946**

Tyler Valentine Senior Planner
Town of Jackson Planning and Building Department

September 18, 2024

RE: Karns Meadow Conditional Use Permit (Trans Memo P24-130)

Dear Tyler,

Thank you for considering Teton Conservation District's (TCD) review of the proposed park development on Karns Meadow. TCD has reviewed the Trans Memo P24-130 and Conditional Use Permit (CUP). TCD's comments below provide opportunities to reduce the potential natural resource impacts of the proposed actions. TCD is very familiar with the site, its history, and has attended site visits with Town staff and the JH Land Trust, and have been a part of previous planning, concept review, and the Environmental Assessment.

Summarized Comments:

- 1) Redundant sidewalks, pathways, and bridges are currently included and should be eliminated. A broader area sidewalk, pathway and roadway reconfiguration will minimize costs now and, in the future, reduce natural resources impacts.
- 2) The South Flat Creek Pathway Bridge is unnecessary and should be moved for a variety of sound reasons.
- 3) Pathways and bridges should be constructed to minimize intrusion into wetlands and riparian areas.
- 4) The parking area should be designed to minimize intrusion into the park, and instead be focused towards Karns Meadow Drive.

General Comments:

Karns Meadow is being surrounded by high density development that isolate it and heighten human presence in the area. Contrastingly, the meadow is healing from prior disturbance from its time as an agricultural pasture and end point for untreated snowmelt. In fact, the positive trajectory of the riparian vegetation and aquatic habitat are something that the Town of Jackson and the Parks and Recreation Department should be proud of.

The scrutiny of proposed park development at this site is due to the increasingly high value that this site has for wildlife and natural resources amidst the development pressure in the Town of Jackson. The proposal put forth in this CUP addresses many of the primary concerns of TCD and the community by limiting the overall scope of the park and other developments, excluding night and winter activity, and by moving activity to the periphery of the park. However, TCD believes that a few small tweaks to the proposal could further support the balanced vision of the planned

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



**Teton
Conservation
District
Est. 1946**

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

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



**Teton
Conservation
District
Est. 1946**

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.

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



**Teton
Conservation
District
Est. 1946**

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

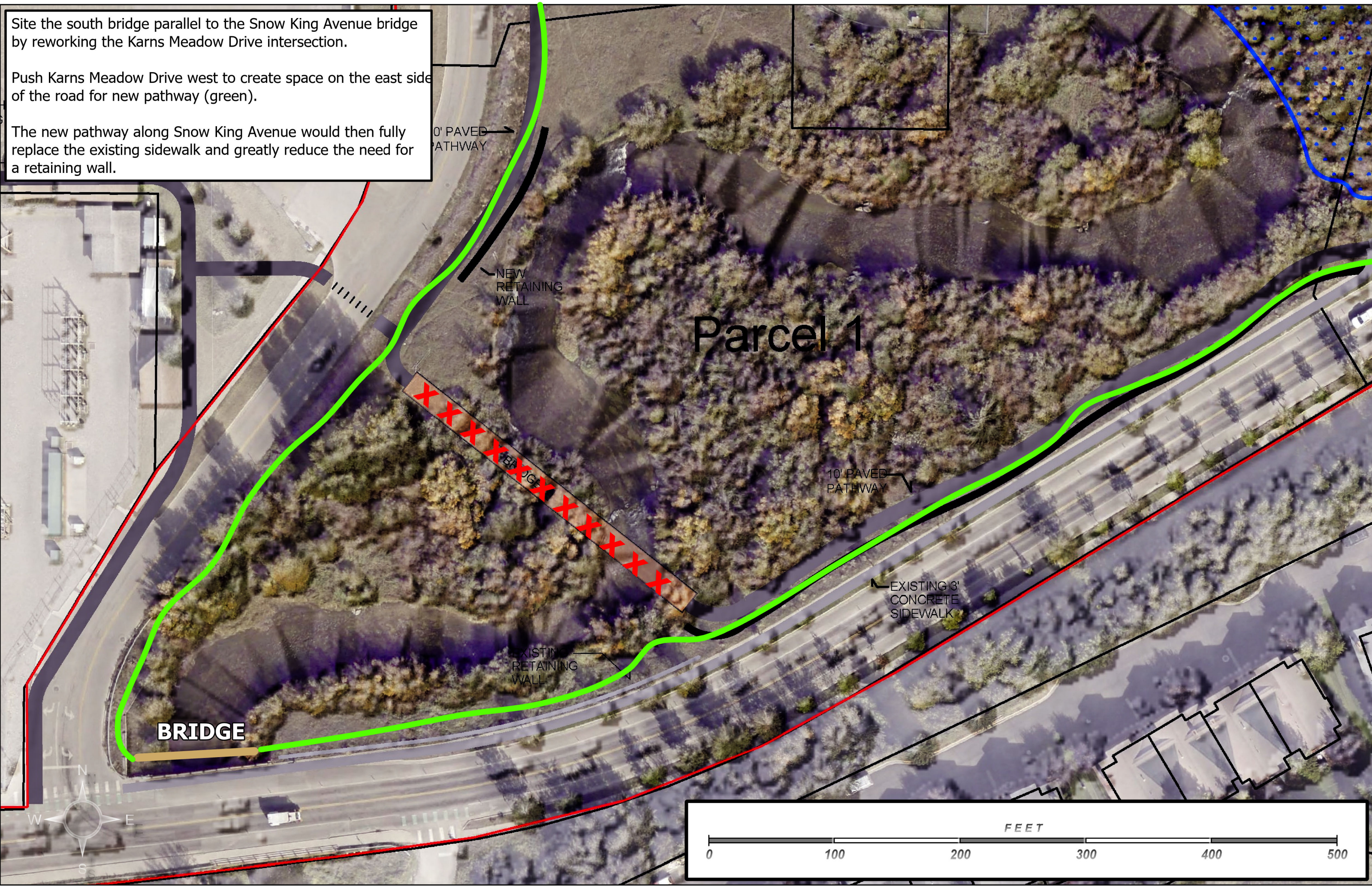
307/733-8179 F

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 16, 2024	Meeting Title:	Regular Council Meeting
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Request for a Townhome Subdivision Plat for the Hansen Corner Addition at the properties addressed at 600, 610, & 620 E. Hansen Avenue (Item P24-148)	Public Comment:	Yes

Purpose & Policy Considerations.

All subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations (LDRs).

Requested Action.

The applicant, Jackson Hole Community Housing Trust, is requesting approval of a Subdivision Plat for the Hansen Corner Addition at the properties addressed at 600, 610, & 620 E. Hansen Avenue (existing Lots 9-13). Specifically, the request seeks to subdivide each of the five lots into four townhomes (20 total townhome lots) and common area lots (five total common area lots).

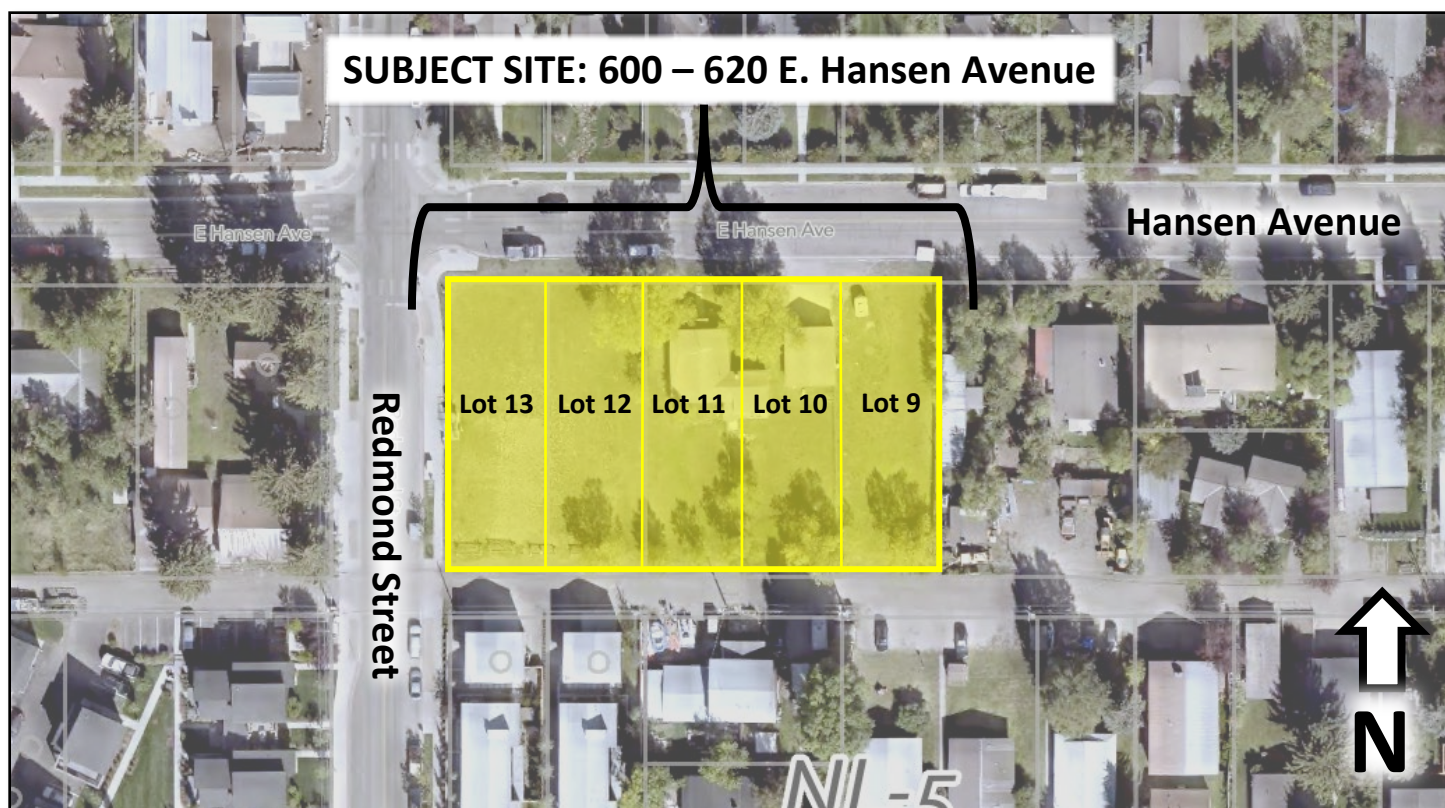
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for the Hansen Corner Addition at the properties addressed at 600, 610, & 620 E. Hansen Avenue (existing Lots 9-13), subject to the LDRs, the department reviews attached hereto, and the following condition of approval:

1. Park and School Exaction fees shall be paid prior to recording the plat.
2. A permanent deed restriction shall be recorded against all twenty townhome lots at the time of recording the plat.

Project Location.

The properties are addressed as 600, 610, & 620 E. Hansen Avenue and legally described as Lots 9-13, Block 5, Hall 1 Addition to the Town of Jackson. An aerial photo is shown on the following page:



Background/Project Description.

Background

The subject properties (i.e., the site) are located within the Neighborhood Low Density – 5 (NL-5) zoning district. The site consists of five, 7,500 sf lots (0.86 acres or 37,500 sf total). Historically the site consisted of a 1,392 sf single-family home with a 1,392 sf basement and detached garage. Both structures have since been demolished in preparation for a Jackson Hole Community Housing Trust townhome development which is currently under construction. The project includes a total of 20, two-story, townhome units configured in duplexes (four units total per lot). Ten of the units are one-bedrooms, ten are two-bedrooms, and all access & parking is provided off the alley to the south. Development of four or fewer units per lot in the NL-5 zone does not trigger a requirement for a Development Plan and thus the project went straight to building permit.

Historically, the NL-5 zone limited density to three units per lot and did not allow townhome or condominium subdivisions. However, the applicant is able to build four units per lot and subdivide the units into townhomes based on two separate LDR Text Amendments that allowed such development options provided that 100% of the units are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The first text amendment (P21-093), which allowed condominium and townhome subdivision, was proposed by the Jackson/Teton County Housing Department and used by Habitat for Humanity to construct the Parkside Townhomes project on East Kelly Avenue. The second text amendment (P22-211), which allowed a fourth bonus unit per lot, was proposed by the Jackson Hole Community Housing Trust to be used in conjunction with the prior text amendment for the Hansen Corner project.

Project Description

The applicant, Jackson Hole Community Housing Trust, is requesting approval of a Subdivision Plat for the Hansen Corner Addition to the Town of Jackson at the properties addressed at 600 – 620 E. Hansen Avenue (existing Lots 9-13). Specifically, the request seeks to subdivide each of the five lots into four townhomes (two duplexes) and a common area lot (20 townhome lots + five common lots total). All of the land within the

proposed subdivision, both the 20 townhome lots and five common area lots, will continue to be owned by the Jackson Hole Community Housing Trust, who will later enter into a ground lease with individual owners at the time of sale of each unit. All 20 of the units will be permanently deed-restricted through the Jackson Hole Community Housing Trust to satisfy the LDR requirements for using the bonus fourth unit and subdividing the units into townhomes. None of the units are available for first right of purchase by the Town of Jackson.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all applicable LDRs as it relates to FAR, LSR, setbacks, parking requirements, density, etc. According to LDR Section 8.5.4 – Subdivision Plat, a Development Plan is not required for condominium or townhouse subdivision of existing physical development allowing the building permit to serve as the required permit to review for LDR compliance. The reason the proposed subdivision includes five individual lots versus one single common lot is based on the need to maintain the maximum allowed density per lot in the NL-5 zone, which is four units max per lot. In short, 20 units is only achievable provided that five lots of record remain. Because the applicant is using the fourth unit density bonus and proposing to subdivide the units into townhomes, a deed restriction shall be placed on all 20 townhome lots to satisfy LDR Section 2.2.6.E.1 & E.2 (see below). The draft deed restriction has been satisfactorily reviewed by the Jackson/Teton County Housing Department, even though the type of deed restriction is specific to Jackson Hole Community Housing Trust.

LDR Section 2.2.6.E.1 - Detached Dwelling, Attached Dwelling, Apartment, or ARU. No more than three units of any combination are permitted on the lot, except that four units are permitted on the lot if 100 percent of the units are permanently deed restricted with a deed restriction approved by Jackson/Teton County Housing Department or administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area.

Complies. A deed restriction will be permanently recorded against all 20 townhome lots at the time of recording the plat. The draft deed restriction has been satisfactorily reviewed by the Jackson/Teton County Housing Department.

LDR Section 2.2.6.E.3 - Condominium or Townhouse. Condominium or townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The restriction must permanently restrict use and occupancy of each dwelling unit to households that work locally and occupy the unit as their primary residence. If three or four units are built on the site or lot, an additional 600 square foot above-ground floor area shall be granted.

Complies. A deed restriction will be permanently recorded against all 20 townhome lots at the time of recording the plat. The draft deed restriction has been satisfactorily reviewed by the Jackson/Teton County Housing Department.

Park and School Exactions are required to be paid for 15 of the 20 new lots since each of the 5 existing lots carry a credit. Park Exactions for 5, two-bedroom & 10 one-bedroom townhomes are estimated to be \$25,900.00 and School Exactions are estimated to be \$22,500.00. Staff has added two conditions of approval related to payment of exactions and recordation of deed restrictions which are listed on the first page of this staff report.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. **Approved Development Plan.** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. Although a Development Plan was not required, staff found that the proposed Subdivision Plat complies with the approved building permit which served as the necessary permit for LDR compliance.

2. **Complies with Section 8.5.3.** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information, and review process.

3. **Complies with Division 7.2.** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve the newly subdivided property and minimize impacts on existing community services and infrastructure.

4. **Other Relevant Standards/LDRs.** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$25,900.00

School Exactions - \$22,500.00

Staff Impact.

The amount of staff time to review, research, and write this report including future work to send final letters and obtain signatures for the plat is approximately 40 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

I move to **approve** Subdivision Plat P24-148 for the Hansen Corner Addition at the properties located at 600, 610, & 620 E. Hansen Avenue (existing Lots 9-13) based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated December 16, 2024.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-148		ENGINEERING DEPARTMENT COMMENTS	See attached PDF		
P24-148		PLANNING DEPARTMENT COMMENTS	Prior to recording the plat, the applicant will need to either record a deed restriction against all 20 lots or ensure that the legal record for each lot clearly states that all 20 units will be deed-restricted with the Housing Trust.		
P24-148		SURVEY REVIEW	General content The location of the project should be referenced to the nearest aliquot part lines on the vicinity map. The common area acreages and townhouse area acreages should be broken out of the total acreage as shown on sheet one. The most recent convention for townhouse lots, as recommended by the Town, has been to create lots slightly larger than the building footprints and to monument those lots. Some clarification on this issue is necessary. The exterior boundary of the project must allow for a 60width of adjacent streets and a 20 width for the adjacent alley. Ties to corners on opposite sides of the streets and alley should be shown to demonstrate the widths have been observed. The use of a line table for every dimension on the plat is incredibly cumbersome for anyone using the plat. The surveyor should have made a realistic effort to place dimensions on the map itself.		
	10/23/2024	FINAL REPORT		TVALENTINE@JACKSONWY.GOV	10/23/2024
	10/24/2024	RECORD DOCUMENTS		BTLENZ@JACKSONWY.GOV	10/24/2024
	10/30/2024	TOWN COUNCIL MEETING		TVALENTINE@JACKSONWY.GOV	10/30/2024
		PATHWAYS DEPARTMENT COMMENTS			
		LEGAL DEPARTMENT COMMENTS			
		POLICE DEPARTMENT COMMENTS			
		COMPLETENESS REVIEW			
		DETERMINATION OF SUFFICIENCY			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		COUNTY CLERK REVIEW COMMENTS			
		BUILDING DEPARTMENT COMMENTS			
		INITIAL REPORT			
		JOINT HOUSING DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		TC KEY ISSUES			
		TITLE REVIEW			
		FINAL LETTER			
		TC PUBLIC NOTICE			
		START DEPARTMENT COMMENTS			
		FIRE DEPARTMENT COMMENTS			

FINAL PLAT – APPROVED w CONDITIONS

P24-148

ADDRESS: 600, 610, and 620 E Hansen Avenue

OWNER: The Jackson Hole Community Housing Trust

APPLICANT: Owner

10/24/2024

Brian Lenz; Jeff Silliman, 733-3079

DATE OF SUBMITTAL: 9/17/2024

DATE OF MATERIALS:

BOND FOR MONUMENTATION: \$12,000.

Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.

The engineering division has reviewed your application for a **FINAL PLAT** submitted on and with application materials as dated above.

PRIOR TO FINAL PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL:

1. Provide explanations in response and make changes to Declaration and Plat as appropriate, note where these documents are changed. Provide a PDF of revised documents for review prior to final printing and signatures.
2. Please contact Town Engineering with any questions or clarifications regarding these comments.
3. Clarify who will own the Common Area Lots, aka, the property and be the Leasor of the TH Lots.
4. Clarify who will own the water, sewer, and storm utilities. Based on the Declaration it appears the Association maintains them but ownership is not clear.

DECLARATION:

5. Section 2: Review whether a Common Utility, Limited Common Element – Yard, or Limited Common Element – Utility should be defined. The declaration allows for fences and showing allowed location for fencing or LCE-yard/fence may be appropriate. Revise as appropriate.
6. 2.17: Clarify if LCE – Storage and LCE – Window Well should have their own sections or are under 2.17. The formatting may need to be adjusted. Review and revise as appropriate.
7. 2.17: Review and revise the section number. The use of “Lot” for both the Common Area and Townhouse Lots is confusing. Is Unit, Leasehold, or other term better suited? Review and revise as appropriate.

8. Do Common Area Lots include the Townhouse Lots or are there Common Area Lots and Townhouse Lots and nothing else is left over to be just Lots. Shading or line type changes may be appropriate. Review relevance and provide edits as appropriate.
9. 2.19: Include the section that Member is defined.
10. 2.21: Owner is a Townhouse Leaseholder with a Conveyance Deed to the Townhouse. Clarify this is different than the owner of the Common Area Lots. Consider defining who owns the common area lots and utilities. Review and revise as appropriate.
11. 2.30: Clarify if the Townhouse is the same dimension as the Townhouse Lot. Clarify if a Townhouse may be moved from a Townhouse Lot. See surveyor review for discussion of the Townhouse vs. the size of its lot; if LCE-yards are anticipated then expanding TH Lots may be appropriate. Addressing these may be more appropriate somewhere else. Adding that this is owned by an Owner may help clarify. Review and revise as appropriate.
12. 4.4: Allows for yards and fences. Clarify location, LCE, yards, etc.
13. 5.1(a) references an "Owner's yard". Clarify if this term needs defined and laid out as a LCE. Review and revise as appropriate.
14. 7.2(A) refers to "repair of the road surface" but it is parking and not a road. Consider paved or parking surface. Review and revise as appropriate.
15. 7.2.(c) Add storm lines, swales, structures, and appurtenances to the list of items to be maintained.
16. Provide a marked up version in addition to any final draft of the declaration for review prior to final approval.

PLAT MAP

17. Change drawing titles to Subdivision Plat
18. Review and revise Common Area Lots for possible hatch or define whether or not they include the Townhouse Lots.
19. Label the Townhouse Lots as Townhouse or TH Lots. Use a different line type, the weighted difference does not show up well on PDF. Clarify if the TH Lots correspond to foundations include yards and will be monumented. Review and revise map and legend as appropriate.
20. Identify how the monuments in the sidewalk to the north will be preserved and viewable or if they will be reset, or witnessed, etc.

CERTIFICATE OF ENGINEER:

21. add Stormwater to the list of facilities.
22. Recommend calling Lots 100-500 COMMON AREA LOTS to match their definition in the Declaration.

CERTIFICATE OF OWNER

23. Review and Include if appropriate the language from the Declaration Section 1.1 that describes how affordability is perpetuated, leases, and townhouse conveyance are planned.
24. Provide a note that Common Areas Lots and Townhome Lots will remain in the Ownership of the owners or their heirs, successors, assigns, etc. if appropriate. In

short, without reading the declaration is it clear how ownership of this deeded land is handled by reading the plat?

25. Review and revise as necessary whether the 5th and 6th “that” statements should be ended in a period or semicolon.
26. 5th “that”: Review the purpose and intent of this statement, review the terms used and revise as necessary. In particular, owners of which lots (common area or townhome), what is a Unit, call out the Common Area Lots in advance and not in parentheses after, put the purpose of the easement right after the declaration of it and then the location, should this be to the Association and not TH Owners for utilities, verify that access is viable for any TH Owner across any Common Area, etc.
27. 6th “that”: remove the “on” between Common Areas and Lots 100, 200....

PLAT MAP

28. Leaseholds are shown as Lot # with a square footage. Consider labeling as TH Lots, Units, or something different than LOT. Review and revise as appropriate.
29. Recommend make common area Lot #'s stand out with bold or larger font.
30. Clarify if Townhome boundary line is monumented, clarify if it is edge of foundation, siding, roofline, etc., and use a line type that differs more from common area lot line. Update Legend and revise drawing as necessary.

NOTES

31. Replace the first not with the following two standard language notes:
 - a. THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS
 - b. THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS
32. Add the following notes or combine into one:
 - a. NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM
 - b. NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM
 - c. NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS

WATER RIGHTS

33. Our records show there are water rights attached to the lands:
Record lands to be served by the Cache Creek Ditch under Permit No. 1539.
227.166 water righted acres (total remaining).

If there are surface water rights appurtenant to the lands to be subdivided, the developer shall provide evidence that the requirements of Section 18-5-306(a), Wyoming Statutes, 1977, as amended will be complied with.

18-5-306(a)xi

(xi) With respect to any water rights appurtenant to lands to be subdivided in accordance with this chapter and prior to final approval of the subdivision the subdivider shall provide the following:

(A) The intended disposition of the water rights, by:

(l) Evidence that the subdivider has submitted to the state engineer the documentation necessary to relinquish the water rights and has notified purchasers and the board of this action;

SUBMITTED



Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department
P.O. Box 1687
Jackson, WY 83001

October 22, 2024

ATTN: Tyler Valentine, Senior Planner
RE: P24-128, Hansen Corner Townhome Addition

Dear Tyler:

I have reviewed the plat accompanying the P24-148 application. I would suggest that the surveyor address the following items:

General content

- The location of the project should be referenced to the nearest aliquot part lines on the vicinity map.
- The common area acreages and townhouse area acreages should be broken out of the total acreage as shown on sheet one.
- The most recent convention for townhouse lots, as recommended by the Town, has been to create lots slightly larger than the building footprints and to monument those lots. Some clarification on this issue is necessary.
- The exterior boundary of the project must allow for a 60' width of adjacent streets and a 20' width for the adjacent alley. Ties to corners on opposite sides of the streets and alley should be shown to demonstrate the widths have been observed.
- The use of a line table for every dimension on the plat is incredibly cumbersome for anyone using the plat. The surveyor should have made a realistic effort to place dimensions on the map itself.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Cedarholm", is written over a light blue rectangular background.

Todd Cedarholm, PLS
Teton County Wyoming Surveyor



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: Hansen Corner Addition to the Town of Jackson
Physical Address: 600, 610 and 620 E. Hansen Avenue
Lot, Subdivision: Lot 9, 10, 11, 12 and 13, John D. Hall PIDN: 22-41-16-34-1-23-008, 009, 010

PROPERTY OWNER.

Name: The Jackson Hole Community Housing Trust Phone: 307-739-0665 X 2
Mailing Address: P.O. Box 4498, Jackson, Wyoming ZIP: 83001
E-mail: anne@housingtrustjh.org

APPLICANT/AGENT.

Name: The Jackson Hole Community Housing Trust Phone: 307 739-0665 X2
Mailing Address: P.O. Box 4498, Jackson, Wyoming ZIP: 83001
E-mail: anne@housingtrustjh.org

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:** Fee waiver
____ 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 #: _____ Environmental Analysis #: _____
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?

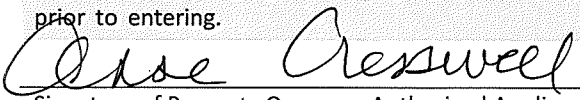
_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

N/A **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 www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

_____ **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
ANNE CRESSWELL

Name Printed

Sept 17, 2024

Date
Executive Director

Title



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: Hansen Corner Addition to the Town of Jackson
Physical Address: 600, 610 and 620 E. Hansen Avenue
Lot, Subdivision: Lot 9, 10, 11, 12 and 13, John D. Hall PIDN: 22-41-16-34-1-23-008, 009, 010

PROPERTY OWNER.

Name: The Jackson Hole Community Housing Trust Phone: 307-739-0665 x2
Mailing Address: P.O. Box 4498, Jackson, Wyoming ZIP: 83001
E-mail: anne@housingtrustjh.org

APPLICANT/AGENT.

Name: The Jackson Hole Community Housing Trust Phone: 307-739-0665 x2
Mailing Address: P.O. Box 4498, Jackson, Wyoming ZIP: 83001
E-mail: anne@housingtrustjh.org

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 #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

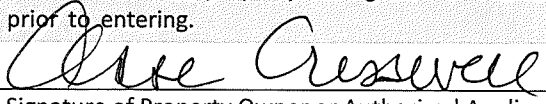
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

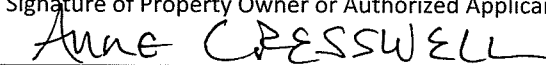
Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **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>.
- ☒ **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.

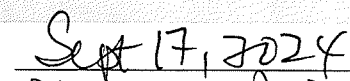
Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine 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

TC/22-083-05

September 17, 2024

Town of Jackson
Planning Dept.
P.O. Box 1687
Jackson, Wyoming 83001

RE: Final Plat Application Submittal, Hansen Corner Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision Lots 9, 10, 11, 12 and 13, Block 5 of John D. Hall Plat, Plat No. 131.

We formally request that the fees be waived for this application.

Included in this submittal for Final Plat:

- a signed application form
- request for application fees waiver
- exaction fees
- Title Report
- the most recent Deed
- Proof of Publication for Notice of Intent to Subdivide
- A copy of the Declaration of Covenants, Conditions and Restrictions
- A copy of the Certificate of Mortgage Affidavit
- Plat Drawings

I believe this addresses all the requirements for Final Plat Application. Please call me if you have any questions or concerns.

Sincerely,

Taylor Cook

Encl.

State of Wyoming)) SS
County of Teton)

COMES NOW, _____, an officer of Bank of Jackson Hole, a division of NBH bank, a

1. 1. **THAT**, Bank of Jackson Hole is the holder of a mortgage upon that certain real property described in Warranty Deed, Document 1028023, as recorded in the Office of the Teton County Clerk and being located in the NE 1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, which mortgage is recorded in Document No. 1079475, records of Teton County, and which mortgage encumbers that certain real property shown on that plat titled ***Hansen Corner Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon:

Bank of Jackson Hole, a division of NBH bank, a Colorado state-chartered bank

BY: _____
ITS: _____

State of Wyoming)
) ss

On the ____ day of _____, 2024, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Bank of Jackson Hole, a division of NBH bank, a Colorado state-chartered bank and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

WARRANTY DEED

Wind River Partners, LLC, a Wyoming close limited liability company ("GRANTOR"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and WARRANTS to Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation ("GRANTEE"), whose address is PO Box 4498, Jackson, WY 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 9, 10, 11, 12 and 13 of Block 5 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Clerk's Office of Teton County, Wyoming on August 12, 1947 as Plat Number 131.

PIN: 22-41-16-34-1-23-010 (Lot 13)
22-41-16-34-1-23-009 (Lot 12)
22-41-16-34-1-23-008 (Lot 9, 10, 11)

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way, and easements of sight or record.

[Signature Page Follows]

GRANTOR: WIND RIVER PARTNERS LLC
GRANTEE: JACKSON HOLE COMMUNITY HOUSING TRUST
Doc 1028023 Filed At 14:28 ON 11/10/21
Maureen Murphy Teton County Clerk fees: 15.00
By Vicki Carpenter Deputy Clerk

WITNESS my hand this 10 day of November, 2021.

*Wind River Partners, LLC, a Wyoming close
limited liability company*

*By: Niner Investment Co., a Wyoming
corporation, its Manager*

By: Pamela S. Niner

Name: Pamela S. Niner

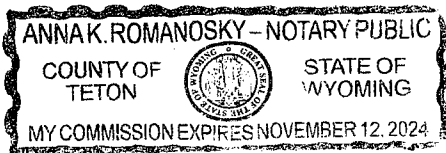
Its: President

STATE OF WYOMING }
 }ss.
COUNTY OF TETON }

The foregoing Warranty Deed was acknowledged before me by Pamela Niner, as President of Niner Investment Co., a Wyoming corporation, the manager of Wind River Partners, LLC, a Wyoming close limited liability company, on this 10 day of November 2021.

WITNESS my hand and notarial seal.

(SEAL)



Cu R

Signature of Notarial Officer

Notary Public

Title and Rank

My Commission Expires 11/12/2024

Declaration of Covenants, Conditions, and Restrictions For Hansen Corner Addition to the Town of Jackson

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HANSEN CORNER ADDITION TO THE TOWN OF JACKSON (the “Declaration”) is made this _____ day of _____, 2024 by the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the “Declarant”).

ARTICLE I - DECLARATION, PURPOSE AND INTENT

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as the Hansen Corner Addition to the Town of Jackson according to that final plat recorded in the official records of the County Clerk of Teton County, Wyoming on the same date hereof (the “Property”), intends by the recording of this Declaration to create a general plan of development for the Property. This Declaration provides for the overall development, administration, maintenance, and preservation of the real property now or hereafter comprising the Property. Capitalized terms used herein but not defined shall have the respective definitions as set in this Article II.

1.2 Affordability; Type of Ownership. To ensure affordability of the Property in perpetuity, each Lot conveyed by the Declarant to an Owner will be subject to a Ground Lease containing limitations on resale value, it being the express intent of the Declarant that the Property remain a permanently affordable residential community for “eligible households” (as defined in the Ground Lease) into the future.

1.3 Binding Effect. The Property shall be owned, sold, conveyed, encumbered, used, occupied and developed subject to all provisions of this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all persons having any right, title or interest in any portion of the Property, and their heirs, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. The Governing Documents (as defined below), create a general plan of development and use for the Property, which may be supplemented as set forth herein. In the event of conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive shall control; provided, however, that in the event of a conflict between or among any Governing Document and the Ground Lease, the Ground Lease shall take precedence. Nothing in this Section shall preclude the adoption of any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remaining provisions of this Declaration.

ARTICLE II - DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified.

2.1 Association. The Hansen Corner Homeowners Association, a Wyoming non-profit corporation, its successors or assigns.

2.2 Articles. The Articles of Incorporation of the Association, as they may be amended from time to time.

2.3 Bylaws. The Bylaws adopted by the Association, as they may be amended from time to time.

2.4 Base Assessment. Assessments levied on all Townhouses subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.5 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws, and generally serving the same role as a board of directors under Wyoming corporate law.

2.6 Common Elements. Those areas designated as “Common Area,” “Common Area Lots,” “Common Elements” and “Limited Common Elements” on the Plat, in the aggregate, or any portion thereof, and all other real and personal property, including easements for access and utilities, that the Association owns, leases, or in which it otherwise holds, or acquires in the future, possessory or use rights for the common enjoyment of the Owners.

2.7 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Townhouses, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.8 Community-Wide Standard. The standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard shall be established initially by the Declarant and may be more specifically defined in the Rules and Regulations.

2.9 Deed of Conveyance. The conveyance document used by Declarant to convey title of a Townhouse to an Owner.

2.10 Declarant. Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and its successors or assigns.

2.11 Final Plat or Plat. The final subdivision plat of Hansen Corner Addition to the Town of Jackson recorded in the Office of the Clerk of Teton County, Wyoming the same date hereof.

2.12 Governing Documents. A collective term referring to this Declaration, any Supplemental Declaration(s), the Bylaws, the Articles, and the Rules and Regulations, if any, as they may be amended from time to time.

2.13 Ground Lease. That certain Ground Lease pursuant to which Declarant as the owner of a Lot, leases such Lot to an Owner of the appurtenant Townhouse for a period of ninety nine (99) years with option to renew, and pursuant to which Declarant, as a Fannie Mae qualified and Lender-approved Community Land Trust, is obligated to perform the management and administration of the Property.

2.14 Limited Common Expense. A Common Expense that does not benefit all Townhouses, such as those expenses incurred with respect to the Limited Common Elements.

2.15 Limited Common Elements. Those portions of the Common Elements designated on the Final Plat for the exclusive use of one or more but fewer than all of the Townhouses. Limited Common Elements may be referred to herein or on the Final Plat as “Limited Common Element” or “LCE.”

2.16 Limited Common Elements – Charging Area. Those Limited Common Elements for the exclusive use of one or more Townhouses for an electric vehicle charging area as designated on the Final Plat. Limited Common Elements-Charging Area may be referred to herein or on the Final Plat as “Limited Common Element-Charging Area” or “LCE-Charging Area.”

2.17 Limited Common Elements - Deck. Those Limited Common Elements for the exclusive use of one or more Townhouses for a deck as designated on the Final Plat. Limited Common Elements-Deck may be referred to herein or on the Final Plat as “Limited Common Element-Deck” or “LCE-Deck.”

2.18 Limited Common Elements - Parking. Those Limited Common Elements for the exclusive use of one or more Townhouses for parking as designated on the Final Plat. Limited Common Elements-Parking may be referred to herein or on the Final Plat as “Limited Common Element-Parking” or “LCE-Parking.”

2.19 Limited Common Elements - Storage. Those Limited Common Elements for the exclusive use of one or more Townhouses for storage as designated on the Final Plat. Limited Common Elements-Storage may be referred to herein or on the Final Plat as “Limited Common Element-Storage” or “LCE-Storage.”

2.20 Limited Common Elements – Window Well. Those Limited Common Elements for the exclusive use of one or more Townhouses for a window well as designated on the Final Plat. Limited Common Elements-Window Well may be referred to herein or on the Final Plat as “Limited Common Element-Window Well” or “LCE-Window Well.”

2.21 Lot. Any Lot as shown on the Plat.

2.22 Member. A Person subject to membership in the Association pursuant to Article VI.

2.23 Permitted Mortgage. A mortgage, home equity loan or any other form of security instrument affecting title to any Lot, Townhouse and/or all or any portion of the Property. “Mortgagee” shall refer to a holder of a Permitted Mortgage.

2.24 Owner. One or more Persons who holds both a leasehold interest in a Lot and a record fee title to the Townhouse affixed to and situated upon such Lot. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.25 Person. A natural person, a corporation, a partnership, limited liability company, a trustee, or any other legal entity.

2.26 Property. Has the meaning in Section 1.1.

2.26 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.27 Rules and Regulations. The Rules and Regulations, if any, adopted by the Board pursuant to Section 3.2 hereof.

2.28 Special Assessment. Assessments levied in accordance with Section 8.3.

2.29 Specific Assessment. Assessments levied in accordance with Section 8.4.

2.30 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.31 Townhouse. The residential structure located on any Lot.

ARTICLE III USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of covenants, easements and restrictions that govern the Property. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Property, its Owners and residents.

3.2 Rule Making Authority.

(a) The initial Rules and Regulations shall be adopted by the Declarant or by the Board. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand such Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules that modify, cancel, limit, create exceptions to, or expand the Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsection (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of the Property is limited by the Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a Deed of Conveyance for their Townhouse and the Ground Lease for their Lot, acknowledges and agrees that the use and enjoyment and marketability

of a Townhouse will be affected by this Declaration and that the Rules and Regulations may change from time to time. All purchasers are on notice that the Rules and Regulations, and any changes thereto, are not recorded in the Public Records. Copies of the Rules and Regulations may be obtained from the Association, or if no Association has been formed, from the Declarant.

3.4 No Mining, Excavating or Drilling. The Property shall not be used for the purpose of mining, quarrying, drilling, boring, exploring for, or removal of, any geothermal resources, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil or earth, except as is customary during the construction of the development. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest served from the surface of any portion of the Property prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel, rocks and other soils necessary for the development, including landscaping, of their respective properties.

3.5 Protection of Owners and Others. No rule or regulation shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment):

(a) **Equal Treatment.** All Owners shall be treated similarly by the Board and the Association.

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Household Compositions.** Except for those rules and regulations set forth in a Ground Lease, no rule established by this Declaration shall interfere with the freedom of Owners to determine the composition of their households.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use or activities that do not conform to Town of Jackson ordinances. The Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Townhouses, that generate excessive noise, or traffic and/or parking nuisance, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Townhouse or any Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Townhouses to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abriding Existing Rights.** If any rule would otherwise require Owners to dispose of personal property that they maintained on the Property prior to the effective date of such rule, or to vacate a Townhouse in which they resided prior to the effective date of such rule, and such property was

maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Property.

The limitations in subsections (a) through (h) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XII.

3.6 Domestic Animals. Each Townhouse shall be entitled to a total of two Household Pets, only one of which may be a dog. The term Household Pet(s) means generally recognized household pets such as dogs, cats, birds, rodents, and non-poisonous reptiles weighing less than five pounds. All animals not considered to be a Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Property. Household pets may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or otherwise become a nuisance to other Owners. All Owners and occupants with Household Pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board and the Declarant shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy animal or a Nuisance, or that an Owner is otherwise in violation of this Section, and to take such action or actions it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a Noisy animal or a Nuisance animal, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Townhouse and remove the Noisy animal or a Nuisance; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of \$500.00 per animal per violation plus the costs of impoundment. On the third violation, the Association may assess a penalty of \$1,000.00 per animal the Noisy animal or Nuisance may be required to be removed from the Property, and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Property. No Owner of any animal or animals impounded shall have the right to bring any action against the Association, Declarant or any member thereof, for the impoundment of such animal(s) or the termination of the Owner's right to keep Household Pets.

No Household Pet shall be restrained by lead, cord, chain, rope or other attachment fixed to any vehicle, post, tree or other structure or object within the Property thereby allowing such animal to become a nuisance, or interfere with pedestrian or vehicular traffic in and around any public area within the Property. Contractors, subcontractors, and any other person providing services to the Property may not bring Household Pets onto the Property.

The Owner of a Townhouse where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of the Property necessitated by such Household Pet. If an Owner fails to clean

up after a Household Pet and if an Owner fails to respond to a written warning of the Board, the Association may engage a third party to clean up after such Household Pet or repair damage or destruction caused by such Household Pet and the Owner shall be liable for this expense.

3.7 Wildlife. In accordance with the Teton County Wildlife feeding ordinance wildlife may not be fed hay or any other food, manufactured or otherwise, within the Property in order to prevent migrating animals from interrupting their migrations to winter range and to prevent such animals from becoming habituated to unnatural food sources. Similarly, no bird feeders or other means of feeding or attracting wildlife shall be permitted within the Property. An Owner shall not permit guests and/or any pets to harass or chase wildlife anywhere on the Property.

3.8 Vehicle Parking, Storage, Operation and Repair, Charging Area.

(a) “Permitted Vehicles” shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked within the LCE-Parking. An Owner is only permitted to have the amount of Permitted Vehicles within the Property that can be parked within such Owner’s designated LCE-Parking.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), motorcycles, snowmobiles, go carts, recreational vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the “Prohibited Vehicles”) shall be parked or stored on the LCE-Parking without prior written approval of the Board, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the LCE-Parking.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on the LCE-Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Property upon compliance with the Rules and Regulations. The Board shall have full power and authority to regulate the parking and storage of Permitted Vehicles, and to regulate the use of the LCE-Parking.

(d) An “abandoned or inoperable vehicle” shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle. If the Board determines that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within twenty four (24) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner.

(e) Each Owner is permitted to install an electronic vehicle charger in the LCE-Charging Area designated to such Owner’s Lot, and such Owner shall be responsible for all installation costs, equipment purchase, and ongoing electricity and maintenance expenses related to the operations of the charger.

3.9 Garbage Storage. Garbage set out for pick up shall be stored in dumpsters or containers approved by the Board, shall not be set out in a manner that allows persons, vehicles, animals, or weather to scatter such garbage on the Property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Board, which may provide for common collection points.

3.10 Noxious and Offensive Activities. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon that may be or become a nuisance, or cause unreasonable disturbance or annoyance to other Owners in the enjoyment of the Property. Hazardous materials must not be disposed of on site.

3.11 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.12 Exterior Fires. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbeque fires contained within gas barbeque receptacles but only to the extent that such gas fires are not prohibited by any insurance policy maintained by the Association for the Property. In no event may charcoal grills, pellet grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.13 Restrictions Regarding LCE-Decks. The following items are prohibited from being attached, stored or erected in any manner on the Limited Common Elements-Decks: window boxes, hammocks, bird feeders, trash containers, decorative flags, prayer flags, string lights, outside clothing lines or other airing facilities, or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in this Declaration.

The following items are permitted on the Limited Common Elements-Decks with the prior written approval of the Board in each instance: (i) above-ground gardens; (ii) screens; (iii) children's play and recreational equipment; (iii) outdoor hot tubs but only on the rear first floor LCE-Decks.

3.14 LCE-Storage. All recreational equipment (including, without limitation, bicycles, kayaks, and ski equipment) must be stored in LCE-Storage or within a Townhouse, unless prior written permission from the Board has been obtained to store such recreational equipment elsewhere on the Property.

3.15 Satellite Dishes. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted on the Property.

ARTICLE IV – DEVELOPMENT AND USE RESTRICTIONS

4.1 General. The Owner of a Townhouse shall not make any improvements or modifications to such Townhouse unless in accordance with this Declaration and the applicable Ground Lease. Notwithstanding anything to the contrary contained in this Declaration, in no event will the Owner of a Townhouse alter, change or modify any structural element of the Townhouse or the exterior of the Townhouse without the express written approval of the Board.

4.2 Enforcement. Any structure, improvement or landscaping placed or made in or on the Property by an Owner in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, the offending Owner shall, at their own cost and expense, remove such structure or improvement and restore the Property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against such Owner's Townhouse and collected as a

Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Property, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions.

(a) **Town Land Use Regulations.** Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Townhouses.** Residential use shall be permitted in Townhouses, subject to the limitations set forth in this Declaration.

(c) **Common Elements.** No structures, improvements, or personal property, whether temporary or permanent, is permitted on the Common Elements, except as expressly permitted by this Declaration or with the prior written permission of the Board. The Common Elements shall be kept in a safe, neat and orderly fashion at all times.

4.5 Noxious Weeds and Exotic Plant Species. Sources of all sod, seed and landscaping materials shall not contain noxious weeds or exotic species disfavored by the Teton County Weed and Pest Department. Owners are prohibited from planting any noxious weeds or exotic species. The Association shall adopt and enforce a program in cooperation with the Teton County Weed and Pest Department to eradicate noxious weeds present or occurring on the Property.

4.6 Townhouse Party Walls.

(a) A mutual easement is hereby established, declared and granted for each common wall assembly constructed between Townhouses and those other improvements constructed on each Lot for the mutual support of such common walls. Each such common wall is hereby declared to be a party wall, and the Owners of adjacent Townhouses shall have the right to use it jointly. Each Owner shall have an easement on that part of the foundation, stem-walls, supporting wall structure and roofing of the improvements of such Owner as are situated adjacent to the common boundary between such Owner and the adjacent Townhouse for the purpose of structural support, repair and maintenance of the same, and including reasonable access through the adjacent Townhouse for the repair, restoration or replacement of such building components constituting the party wall and situated on said common boundary. No Owner shall construct, or permit or allow the construction or continuation of, any openings in the party wall of any nature whatsoever without the consent of the adjacent Owner, except only as permitted for repair, maintenance, restoration or replacement of improvements as herein provided.

(b) Repair, restoration and replacement of any part of party wall improvements of a Townhouse caused by the willful act or negligence of the adjoining Owner or its guests, agents, invitees or licensees, shall be the responsibility of, and performed by, such adjoining Owner at its sole cost and expense. Repair and maintenance of party wall coverings (including sheetrock, paneling, fireboard and the like) due to ordinary wear and tear, or damage or destruction by acts of God or the elements, shall be the responsibility of the Owner where such wall coverings are situated, at such Owner's sole cost and expense. Repair, maintenance, replacement or restoration of all other parts and components of party wall improvements, including concrete, structural framing, roof material and insulation, shall, unless caused by the willful act or negligence of one Townhouse Owner or his guests, agents, invitees or licensees, be

performed by the Association and shall be assessed as a Specific Assessment allowed equally among Owners of the affected Townhouse. The Association is hereby licensed by each Owner to enter upon such Owner's property during reasonable hours and after reasonably notice to make necessary or proper repairs, restoration or replacement of party wall improvements.

ARTICLE V – MAINTENANCE BY OWNERS

5.1 Maintenance by Owners. Except as otherwise provided for herein, each Owner, at its sole expense, shall be responsible for maintaining, replacing and repairing all aspects of their Townhouse and the Limited Common Elements appurtenant to such Townhouse, including, but not limited to, the following:

- (a) to maintain, repair and replace the heating equipment, water heater, and any portion of any other utility service facilities or apparatus servicing such Owner's Townhouse exclusively;
- (b) to maintain and repair the foundation of such Owner's Townhouse;
- (c) to remove any snow, leaves and debris from any roofs, overhangs, gutters, or exterior stairs on such Owner's Townhouse and from any Limited Common Elements appurtenant to such Townhouse; and
- (d) to maintain, replace and repair the porches, exterior windows and doors on such Owner's Townhouse; and
- (e) to maintain, replace and repair any Limited Common Elements appurtenant to such Townhouse, subject to the Association's maintenance obligations set forth in Section 7.1.

If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to cure such failure and to assess all costs incurred against the Townhouse as a Specific Assessment.

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner, by virtue of their purchase of a Townhouse, shall be a Member of the Association. There shall be only one membership per Townhouse. If a Townhouse is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a) and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. Members shall have one equal vote for each Townhouse in which they hold the interest required for membership under Section 6.2. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights.** The vote for each Townhouse owned by a Member shall be exercised by the Owner of the Townhouse. In any situation where there is more than one Owner of such Townhouse, the vote for such Townhouse shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Townhouse's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights.** Voting rights as to each Townhouse shall vest upon the commencement of assessment obligations for such Townhouse.

6.4 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Article IX. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(c) The Declarant and its designees may convey and/or lease real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance by Association.

(a) The Association shall maintain, in accordance with the Governing Documents, the Lots on the Plat designated as "Common Area Lots." The costs associated with maintenance, repair and replacement of such Common Area Lots shall be a Common Expense. In addition, notwithstanding the obligation of each Owner in Section 5.1 to maintain and repair the Limited Common Elements appurtenant to their Townhouse, the Association shall be responsible for (i) the sealing, striping and replacement of the road surface of the LCE-Parking and (ii) the maintenance and repair of any dividing wall or screening improvements between the LCE-Storage areas and between the LCE-Decks.

(b) The Association shall, for purposes of maintaining the appearance and insuring the lifetime durability of each Townhouse, maintain the exterior of each Townhouse, including but not limited to: staining, repairing, replacing siding and trim as well as standard roof maintenance and replacement (including roof vents) in accordance with industry best practices in addition to ongoing maintenance required of those exterior surfaces not designated for Owner maintenance in Section 5.1. The costs associated with maintenance, repair and replacement of the exterior improvements located on each Townhouse as provided for in this subsection (b) shall be a Common Expense.

(c) Any utility services or other types of elements located within the Property up to that certain connection point of each Townhouse located at the foundation of each Townhouse, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. Such sewer and water lines are owned by the Declarant as of the Effective Date.

(d) The Association, acting through the Board, shall be obligated to maintain and replace the landscaping and irrigation system located within the Lots on the Plat designated as “Common Area Lots.”

(e) The Association shall be obligated to take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County Weed and Pest Control Board. Under no circumstances, however, shall materials or methods be utilized to control noxious weeds that would endanger wildlife or sensitive wetlands habitat on the Property or adjacent lands. In no event shall the Association have an obligation to chemically or manually remove noxious weeds or exotic plant species from the Property.

Any expense associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace within the Common Area Lots shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Townhouse as a Specific Assessment.

Any expense associated with the maintenance, repair and replacement of items within the Limited Common Elements shall be assessed as a Specific Assessment against the Townhouse to which the Limited Common Element is assigned. If the Limited Common Element is jointly assigned to more than one Townhouse such expense shall be prorated equally among such Townhouses.

7.3 Insurance.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all Townhouses and insurable improvements within the Property as originally constructed. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Townhouses as originally constructed) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Area Lots, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional

coverages or limits. If the policy does not contain “severability of interest” in its terms, the Association shall acquire an endorsement to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners; and

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable.

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense and shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Premiums for all of the foregoing insurance carried by the Association are a Common Expense included in the assessments made by the Association, the cost of which shall be shared among the Owners according to those percentages set forth on Exhibit “A” attached hereto. The insurance proceeds shall be used by the Board for repair or replacement of the Common Elements for which the insurance was carried or otherwise disposed of as hereinafter provided. Declarant shall be named as an additional insured on all policies of insurance.

(b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Teton County, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. Each Owner shall be obligated to obtain additional coverage for any additional improvements installed within a Townhouse after the initial construction. Notwithstanding the foregoing, the majority of the Members may vote at an annual meeting to include upgrades and additional improvements within the insurance coverage purchased by the Association.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.2(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Townhouse the cost of which shall be a Specific Assessment as provided for in Section 7.3(a)(iii). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Townhouse as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant;

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies that provide:

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their servants, agents, and guests;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Property shall be repaired or reconstructed unless the Declarant, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Townhouse decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized as provided in the Ground Lease, if applicable, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Townhouse and the insurance proceeds available. All mortgages, liens and other charges against the Townhouses shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). If an Owner accepts insurance proceeds in lieu of replacing the Townhouse, such Owner shall then, upon receipt of such proceeds, quit claim and convey any interest the Owner has in such Townhouse, and assign any interest the Owner has in such Townhouse, to the Declarant.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.2(a).

7.3 Compliance and Enforcement. Every Owner and occupant of a Townhouse shall comply with the Governing Documents. The Board shall have the right to require compliance with the Governing Documents, or may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures adopted by the Board. The Board shall have the right to require compliance with the Governing Documents by legal proceedings as provided hereafter. The Board shall also have the right to impose sanctions which may include, without limitation:

(a) Imposing reasonable monetary fines. If any occupant, guest or invitee of a Townhouse violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(b) Suspending an Owner's right to vote;

(c) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Townhouse;

(d) Suspending any services provided by the Association to an Owner or the Owner's Townhouse if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(f) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(g) Requiring an Owner, at its own expense, to remove any structure or improvements placed by an Owner on the Property that violates the Governing Documents and to restore the Property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to restore the Property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(h) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV from continuing or performing any further activities in the Property; and

(g) Levying Specific Assessments to cover costs incurred by the Association to bring a Townhouse into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents:

(a) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(b) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

In addition to any other enforcement rights, if an Owner fails to properly perform their maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Townhouse and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Teton County, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

7.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.5 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer and director against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer or director, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.6 Provision of Services; Maintenance of Association Standing. The Association shall be authorized, but not obligated to enter into or terminate, in the Board's discretion, management agreements, contracts or other similar agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each. The initial Base Assessment shall be determined by the Declarant prior to the conveyance of the first Townhouse to an Owner not affiliated with Declarant.

The Association is hereby authorized to levy Base Assessments against all Townhouses subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Townhouse in accordance with those percentages set forth on **Exhibit "A"** attached hereto. In determining the Base Assessment rate per Townhouse, the Board may consider any assessment income expected to be generated from any additional Townhouses reasonably anticipated becoming subject to assessment during the fiscal year.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective subject to the limitation on increases of assessments provided for in Section 8.5.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for

the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the maintenance and repair obligations of the Association set forth in Section 7.2. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the reserve budget a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Townhouse if such Special Assessment is for an unbudgeted expense relating to less than all of the Townhouses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Townhouse or a limited number of Townhouses as follows, which may be levied in advance:

- (a) To cover the cost of providing services to a specific Townhouse(s) including the cost of services allocated exclusively to Limited Common Elements; and
- (b) To cover costs incurred in bringing a nonconforming Townhouse into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of a nonconforming Townhouse, their agents, contractors, employees, licensees, invitees, or guests (including payment of insurance deductibles on policies held by the Association); provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.5 Limitation of Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds ten percent (10%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, “quorum” means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term “Base Assessment” shall be deemed to include the amount assessed against each Townhouse for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Townhouses on the first day of the month following the first conveyance of a Townhouse to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Townhouse. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Areas and any other common amenities.

Assessments shall be paid monthly or in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Townhouse and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his or her Townhouse, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

Each Owner, by accepting a deed of conveyance or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and the Association may place a lien upon each Townhouse until paid in full. Upon a transfer of title to a Townhouse, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Townhouse shall remain subject to any liens imposed upon it pursuant to Section 8.8 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the

same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of the Common Area by abandonment of their Townhouse, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8 Lien for Assessments. Each Owner, by their acceptance of a deed of conveyance to a Townhouse, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Specific Assessments, Special Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by their acceptance of a deed to a Townhouse, hereby grants the Association and its agents a lien for such Base Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the applicable Townhouse and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Wyoming Statutes (as amended from time to time), and the Declarant and each such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

To the extent the lien is valid and enforceable, the sale or transfer of any Townhouse shall not affect the assessment lien or relieve such Townhouse from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Townhouse after the sale or transfer of any Townhouse pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Townhouse (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Townhouses and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Townhouse shall remain subject to this Declaration and the new Owner of such Townhouse shall thereafter be personally liable for all charges of the type described above which relate to such Townhouse and which become due after such new Owner acquires title to said Townhouse by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of Mortgages or by applicable law, no sale or transfer of any Townhouse shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Townhouse which become due prior to the date of such sale or transfer or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

IX -ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. The Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Townhouses and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.6 Right to Assign Limited Common Elements – Parking, Limited Common Elements – Storage and Limited Common Elements – Charging Area. Declarant hereby reserves the right to assign LCE-Parking, LCE-Storage and LCE-Charging Area to specific Lots by filing Supplemental Declarations in the Public Records.

9.7 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without

Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.8 Right to Approve Changes in Community Standards. No amendment to or modification of any Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 Right to Appoint Members of Board. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. The Directors shall be elected and shall serve as provided in the Bylaws.

9.10 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.11 Right to Allocate Exclusive Use Rights to a Townhouse. The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Townhouses through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Townhouses at the sole option of Declarant.

9.12 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Property as determined by the Declarant. By accepting a deed for their Townhouse, an Owner acknowledges the Declarant's rights as set forth in this Section 9.12 and expressly consents thereto.

9.13 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any person affiliated with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.14 No Additional Obligations. Nothing set forth in this Declaration shall be construed to impose any obligation on Declarant to inspect, repair or replace any item for which Declarant is not otherwise obligated under applicable law. Notwithstanding anything to the contrary in this Declaration, Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Property, including latent defects, and in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

ARTICLE X - EASEMENTS

10.1 Easements in Common Elements. The Declarant hereby grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the Common Elements. The Declarant grants to each Owner an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are

designated to such Owner's Lot. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Lot to which it is appurtenant.

The foregoing grants are subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed conveying such property to the Association; and
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.

10.2 Easements for Drainage, Utilities; Roads.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, shown on any final plat of the Property are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner, and, so long as the Declarant owns any portion of the Property, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association, and all Owners perpetual non-exclusive utilities easements in those areas as described on the Final Plat for the purpose of:

(i) Installing roadways, utilities and other infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; walkways, pathways and trails; drainage systems and signage; to serve the Property;

(ii) Inspecting, maintaining, repairing and replacing such roadways, utilities and infrastructure to serve the Property; and

(iii) Access to read utility meters.

(c) Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Property, or any portion thereof.

(d) All work associated with the exercise of the easements described in this Section shall be performed after reasonable notice to the Owners and in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Townhouse and, except in an emergency, entry onto any Townhouse shall be made only after reasonable notice to the Owner or occupant.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Townhouse for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member

of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. If the Association causes any damage to the Property or to the contents stored therein in their performance of their duties, then the restoration and replacement of any such improvements and contents shall be the responsibility of, and performed by, the Association at its sole cost and expense.

10.4 Easements for Cross-Drainage. Every Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property and the Board and Declarant.

10.5 Easement for Emergency Vehicles. The Property is hereby burdened with an easement allowing all equipment and emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Townhouse encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Townhouse, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Townhouses. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building (including roof) overhang or projection.

ARTICLE XI – ENFORCEMENT

11.1 Enforcement by Board and Owners. The limitations and requirements set forth in this Declaration shall be specifically enforceable by the Board and by any Owner. Each Owner hereby consents to the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Each Owner who uses or allows such Owner's Townhouse to be used in violation of this Declaration further agrees to pay all costs incurred by the Board or other enforcing Owner in enforcing this Declaration, including reasonable attorneys' fees, whether suit is brought or not.

11.2 Enforcement by Declarant The Declarant shall have the right but not the obligation to enforce the limitations and requirements set forth in this Declaration, including but not limited to, the right to specifically enforce this Declaration by legal proceedings. Each Owner hereby consents to enforcement by Declarant, including the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Each Owner who uses or allows such Owner's Townhouse to be used in violation of this Declaration further agrees to pay all costs incurred by the Declarant in enforcing this Declaration, including reasonable attorneys' fees, whether suit is brought or not.

ARTICLE XII – AMENDMENT OF DECLARATION

12.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of 80% of the Townhouses to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Townhouses; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to

make purchase, insure or guarantee mortgage loans on the Townhouses; (iv) satisfy the requirements of any local, state or federal governmental agency; (v) for the orderly development of the Property; or (vi) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Property. However, any such amendment shall not adversely affect the title to any Townhouse unless the Owner thereof shall consent in writing

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the Members and the written consent of Declarant. Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Townhouse Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the prior written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

12.4 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

12.5 Acceptance of Declaration. Every Owner shall be bound by and subject to all of the provisions of this Declaration, and every purchaser of a Townhouse expressly accepts and consent to the operation and enforcement of all of the provisions of this Declaration.

12.6 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or

guarantors fail to respond to any written request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.7 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Property or the Townhouse that secures a mortgage;
- (b) Any 60 day delinquency in the payment of assessments or charges owed by the Owner of a Townhouse on which such Mortgagee or Guarantor holds a mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.8 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Townhouse in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking.

12.9 Negotiation and Mediation. The provisions of this Section 12.9 are in addition to the provision of Section 9.14. The term “Claims” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “Bound Party” shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim (“Claimant” against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Request for Resolution”), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(a) If a Respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within forty-five (45) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have fifteen (15) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Teton County, Wyoming.

(b) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The

Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

12.10 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be.

DRAFT

IN WITNESS WHEREOF, the undersigned Declarant has executed and adopted this Declaration the date and year first written above.

JACKSON HOLE COMMUNITY HOUSING TRUST,
a Wyoming nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, on this ____ day of _____, 2024.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Jackson Hole News&Guide

PublicNOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$23.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

AUGUST 28, 2024

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Regular/Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, September 4, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/28/24

Teton County Board of Commissioners
BOARD OF EQUALIZATION
200 S. Willow, Jackson, Wyoming
Wednesday, Sept. 4, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/28/24

Teton County Board of Commissioners
BOARD OF EQUALIZATION
200 S. Willow, Jackson, Wyoming
Thursday, Sept. 5, 2024, 8:30 a.m.
Meeting agenda is available on tetoncountywy.gov
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/28/24

TETON COUNTY DIVISION OFFICES

• CONTINUED PUBLICATIONS •

REQUEST FOR BID

Jackson, Wyoming
Teton County Recycling Center: Rolloff Hook Truck

Notice is hereby given that Teton County Integrated Solid Waste and Recycling (ISWR) is accepting Bids for a new Rolloff Hook Truck.

Teton County Integrated Solid Waste and Recycling (ISWR) is soliciting bids for the purchase and delivery of one new Rolloff Hook Truck. This vehicle is required to replace an older, less efficient diesel truck currently in service. The new vehicle will be a 2024 Isuzu FTR MT5 G8 Series (or equivalent) or a Kenworth T280 (or equivalent), both with a new Stellar Hooklift (or equivalent).

Bid details and forms can be accessed on the Public Purchase website (<https://www.publicpurchase.com> bid id:191150) and are due by 9:00 am MST on Thursday, September 5, 2024. Each proposal will be evaluated based on price and schedule availability. Teton County ISWR reserves the right to reject any or all proposals and to accept one, all, or no bids.
Publish: 08/21, 08/28/24

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
AUGUST 19, 2024 JACKSON, WYOMING
The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers. The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed Monday, August 26th as Women’s Equality Day. Mayor Morton Levinson introduced Brandy Hayes, Victim Services Advocate. Public Comment. Ian Smith and Jack Payne public comment. Consent Calendar. Mayor Morton Levinson added an additional temporary sign permit to the consent calendar. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve the consent calendar including items A-D as presented with the following motions:
A. Meeting Minutes. To approve meeting minutes from the August 5, 2024 Regular Town Council Meeting.
B. Disbursements. To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$192.00; ACE HARD-

WARE \$1,199.55; ACM WYOMING LLC \$19,000.00; AFLAC \$1,811.28; AMAZING TROPHIES & GIFTS \$150.17; AMAZON \$2,138.05; ANDERS GLASS AND TINT \$1,640.00; AT&T \$1,378.40; BADGER DAYLIGHTING CORP \$27,021.48; BEST BEST & KRIEGER \$1,224.50; BLUE SPRUCE CLEANERS,INC \$422.14; BLUE TO GOLD, LLC \$4,635.00; BO-LAND, ANITA \$2,200.00; BRIGGS, ERIC L \$712.90; BRIGHTLY \$1,830.65; BRISTOL, JAMES \$520.00; BURKHOLDER, SHAWN \$2,039.63; CARQUEST AUTO PARTS INC. \$102.37; CASELLE INC. \$1,973.00; CASPER COLLEGE \$315.00; CEN-TURYLINK \$195.01; CERTIFIED LABORATORIES \$737.95; CITY OF DRIGGS \$1,502.53; CIVICPLUS \$6,250.00; CON-RAD & BISCHOFF INC. \$31,912.95; CONTROL SYSTEM TECHNOLOGY, INC. \$12,685.00; CONVERGEONE, INC \$93.50; COPYWORKS, LLC \$15.95; CUES \$116.30; DEAN’S PEST CONTROL LLC \$270.00; DELL \$18,112.03; DELTA DENTAL PLAN OF WYOMING \$11,696.60; DEX IMAGING \$1,930.69; DIVISION OF CHILD SUPPORT ENFORCE-MENT \$509.23; DIVISION OF VICTIM SERVICES \$330.00; EMPLOYERS COUNCIL SERVICES \$7,900.00; ENERGY CONSERVATION WORKS \$17,500.00; ENERGY LABORA-TORIES INC. \$1,741.00; ENVIRONMENTAL RESOURCE ASSOC. \$924.14; ETNA TRADE PARK LLC \$4,062.00; EVO-LUTION CONSTRUCTION, LLC \$41,744.00; FERGUSON ENTERPRISES, INC \$298.05; FLAT CREEK WID \$12,000.00; GEDDES, GLENN \$155.00; GILLIG LLC \$3,015.02; GOLIGHTLY, AMY \$39,379.06; GRAND TARGHEE RESORT \$36,494.00; GRIFFITH PARTNERSHIP LLC \$4,200.00; GUHEEN, TOM \$155.00; GWALTNEY, WOODROW \$100.00; HEALTH TECHNOLOGY \$1,359.65; HIGH COUNTRY LINEN \$1,588.76; HIRST APPLGATE, LLP \$1,660.50; HOLE FOOD RESCUE \$6,250.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$6,259.00; IMMIGRANT HOPE \$2,000.00; INTERACTION ASSOCIATES INC \$4,188.29; IVY OUTDOOR SERVICES LLC \$2,240.00; J.P. COOKE CO. \$328.85; JACKSON GROUP LOCKBOX \$3,264.10; JACKSON HOLE HISTORICAL SOCI-ET \$8,562.50; JACKSON HOLE LAW, PC \$3,525.00; JACK-SON HOLE NEWS & GUIDE \$4,674.00; JACKSON HOLE PUBLIC ART \$10,000.00; JACKSON LUMBER INC \$61.60; JORGENSEN ASSOCIATES, PC \$49,193.19; KEENAN, PE-TER \$2,300.00; KEN GARFF FORD CHEYENNE \$60,414.00; KENWORTH SALES COMPANY DEPT #1 \$689.60; KLUS, TOMA \$155.00; LANGUAGE TESTING INTERNATIONAL, INC \$531.00; LENZ, BRIAN \$84.16; LEONARD PETRO-LEUM EQUIPMENT \$409.40; LEPCO \$789.32; LOWER VALLEY ENERGY INC \$42,238.75; LUNA, GAIL \$293.99; MADERA BUILDERS, LLC \$2,575.00; MARKMAN, JASON \$7,595.00; MASON, TOM \$155.00; MEAD & HUNT \$3,617.50; MENGHETTI, PAULA \$6,000.00; METROQUIP INC \$2,875.74; MSC INDUSTRIAL SUPPLY CO \$173.99; NAPA AUTO PARTS INC. \$1,358.97; NELSON ENGINEERING \$9,125.75; NORMAND, JACOB \$100.00; ON SIGHT LAND SURVEYORS INC. \$600.00; ONE CALL OF WYOMING \$510.75; PACIFIC COAST K9 \$1,272.06; PALAZZOLO, MI-CHAEI \$69.50; PITTS, SAMANTHA \$69.50; PLATT \$54.73; PREMIER TRUCK- SALT LAKE CITY \$426.17; PVS DX, INC \$1,667.29; QUADIENT FINANCE USA, INV \$1,000.00; RAE, JOSHUA \$2,000.00; RAMANATHAN, BRINDA \$2,500.00; ROCKY MOUNTAIN INFO NETWK \$100.00; RUI INC. DBA VILLAGE GARDNER \$539.06; SCHWARTZ, ANDY \$4,583.33; SHERWIN-WILLIAMS CO. \$51.41; SHORELINE CONSULT-ING \$2,272.72; SILVERSTAR \$3,606.21; SMITH POWER PRODUCTS,INC. \$1,180.00; SMITH PSYCHOLOGICAL SERVICES \$400.00; SPRING CREEK ANIMAL HOSPITAL \$659.34; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$10,886.68; STEPHENS, TALON \$69.50; STINKY PRINTS, INC \$562.11; STONE, KIRK \$3,087.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY CLERK \$292,342.33; TETON COUNTY HOUSING AUTHORITY \$10,094.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$29,458.82; TETON COUNTY-FUND 10 \$98,640.84; TETON MOTORS INC \$213.44; TETON TRASH REMOVAL, INC. \$114.00; THOMSON WEST \$930.14; THYSSEN KRUPP ELEVATOR CORP. \$73,162.47; TIMBERLINE CONCRETE \$562.50; TMSC LLC \$7,097.75; TODAY CASH \$170.28; UCM DIGITAL HEALTH, INC \$962.00; US HOMES LLC \$1,560.00; VALENTINE, B. TYLER \$236.00; VISION SERVICE PLAN - (WY) \$1,765.00; VOICES JACKSON HOLE \$6,042.50; WEST-BANK SANITATION \$230.03; WESTERN STATE \$17,956.86; WHITE GLOVE CLEANING, INC. \$5,499.63; WILSON, JOHN \$2,200.00; WRIGHT, JASON \$69.50; WY WORKERS’ SAFETY & COMP \$22,576.53; WYOMING DEPARTMENT OF EMPLOYM \$3,375.06; WYOMING FIRST AID & SAFETY \$328.15; WYOMING LAW ENFORCEMENT \$110.00; WY-OMING RETIREMENT SYSTEM \$186,629.79; WYOMING. COM INC \$5.00; XYLEM CCI \$10,981.06; YELLOW IRON EXCAVATION, LLC \$1,965.00.

C. July Municipal Court Report. To accept the July Municipal Court Report into record.
D. Temporary Sign Permit for Under the Tetons Car Show. To approve a Temporary Sign Permit for Under the Tetons Car Show.

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. West Jackson Subarea Transporta-tion Study. Charlotte Frei and Tyler Sinclair made staff comment. Council held discussion with staff. Sam Petri made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to initiate a

Travel Demand Management program in partnership with schools and employers, including the Teton County School District, and develop a traffic count program and nexus study process consistent with the Comprehensive Plan. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Fee Schedule Public Hearing. Lea Colasuonno made staff comment. Council held discussion with staff. Raymond Lane spoke on behalf of the Fire/EMS Depart-ment. There was no public comment. Resolution 24-17: Grant to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 24-17, approving the FAA Grant Agreement to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway at the Jackson Hole Airport with the FAA obligation under the grant being a maximum of \$3,361,715. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinances. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance A. An Ordinance Regarding Flood Damage Prevention. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS.392, 970, AND 1091; SECTION 2 OF JACKSON ORDINANCE NO. 830; AND SECTIONS 15.30.020, 15.30.040, 15.30.060, 15.30.110, 15.30.120, 15.30.130, 15.30.140, AND 15.30.160 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING FLOOD DAMAGE PREVENTION AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance B. An Ordinance Regarding Capital Construction Projects. AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 627; AND SECTIONS 15.32.010 THROUGH 15.32.050 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING MUNICIPAL CAPITAL CONSTRUCTION PROJECTS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THERE-FORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance C. An Ordinance Regarding Contractor Licensing. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 701, 1089, 1090, AND 1142; AND SECTION 8 OF JACKSON ORDINANCE NO. 1280; AND CHAPTER 15.36 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONTRACTOR LICENS-ING AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance D. An Ordinance Regarding Building Demolition. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 888 AND 1279; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280; AND CHAPTER 15.38 OF THE TOWN OF JACKSON MUNICI-PAL CODE REGARDING BUILDING DEMOLITION AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THERE-FORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance E. An Ordinance Regarding Enforcement of Title 15. AN ORDI-NANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 843; AND SECTION 15.50.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ENFORCEMENT OF TITLE 15 AND PROVID-ING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance F. An Ordinance Regarding Licensing Construction Contractors. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDI-NANCE NO. 1281; AND CHAPTER 5.04.022 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON RE-GARDING LICENSING CONSTRUCTION CONTRACTORS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinances A, B, C, D, E, and F at second reading. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Jim Rooks, Jonathan Schechter and Jessica Sell Chambers in favor and Jim Rooks opposed. The motion carried. Ordinance G. An Ordinance Regarding Civil Parking Authority. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1287, 1181, 1180, 1054, 870, 798, 527, 526, 300, 179, AND 18; SECTION 2 OF JACKSON ORDINANCE NOS. 871 AND 18; AND SECTION 34 OF JACKSON ORDINANCE NO. 162; AND SECTIONS 1.16.010, 1.16.020, 1.18.010 AND 1.18.080 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARD-ING CIVIL PARKING AUTHORITY AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT OR-DAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance H. An Ordinance Regarding Community Service Unit. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON

• Public Notices •

ORDINANCE NOS. 1337, 1186, AND 842; AND SECTION 2.23.051 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING COMMUNITY SERVICE UNIT AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance I. An Ordinance Regarding Parking Regulations. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1311, 1194, 661, 610, 214, 161, AND 131; AND SECTIONs 10.04.205, 10.04.210, 10.04.285, 10.04.117, AND 10.04.227; AND ADDING CHAPTER 10.05 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PARKING REGUALTIONS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinances G, H, and I on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance J. An Ordinance Amending the LDRs Regarding the Community Development Director (P24-042). AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, AND 1258; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1165; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; SECTIONS 10, 11, 15, AND 16 OF TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 4.3.1, 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, AND 8.10.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE COMMUNITY DEVELOPMENT DIRECTOR. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance K. An Ordinance Amending the LDRs Regarding Noise (P24-043). AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1094, 1110, 1136, 1149, 1152, 1159, 1160, 1161, 1170, 1196, 1197, 1198, 1210 THROUGH 1222, 1273, 1278, 1299, 1313, 1314, 1316, 1324, 1338, AND 1343; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1139, AND 1161; SECTIONS 3 THROUGH 13 OF TOWN OF JACKSON ORDINANCE NO. 1348; SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 1125; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1163; SECTION 11 OF TOWN OF JACKSON ORDINANCE NOS. 1111 AND 1159; SECTION 14 OF TOWN OF JACKSON ORDINANCE NO. 1111; SECTION 18 THROUGH 20 OF TOWN OF JACKSON ORDINANCE NO. 1111; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, 2.3.13, 3.3.1, 4.2.1, 4.2.2, 6.1.10, AND 6.4.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NOISE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance L. An Ordinance Amending the LDRs Regarding Findings of Consistency (P24-044). AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, 1258, AND 1273; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; AND SECTIONS 4.3.1, 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING FINDINGS OF CONSISTENCY WITH THE PURPOSES AND ORGANIZATION OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances J through L on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance M. An Ordinance Extending the Temporary Moratorium (PM24-004). AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS TO CREATE, ADD, OR CHANGE THE USE OF THE HABITABLE FLOOR AREA FOR NONRESIDENTIAL BUILDINGS LARGER THAN 35,000 HABITABLE SQUARE FEET WITHIN THE COMMERCIAL RESIDENTIAL - 1 (CR-1), COMMERCIAL RESIDENTIAL - 2 (CR-2), COMMERCIAL RESIDENTIAL - 3 (CR-3), DOWNTOWN CORE -1 (DC-1), AND DOWNTOWN CORE - 2 (DC-2) PURSUANT TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ian Smith made public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance M on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. Council discussed overnight parking options for the airport shuttle. A motion was made by Jonathan Schechter and seconded by Jonathan Schechter to direct the Town Manager or their designee to draft a brief scoping staff report about overnight parking options related to the airport shuttle to be added to an agenda within 60 days. Mayor Morton Levinson called for the vote. The vote showed 2-3 with Jim Rooks and Jonathan Schechter in favor and Mayor Morton Levinson, Arne Jorgensen, and Jessica Sell Chambers opposed. The motion failed. The item was added to the PI list. Council discussed on-street parking. A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief scoping staff report about creating parking enforcement rules around trailers and other non-motorized entities parking on-street overnight during the summer months. Mayor Morton Levinson called for the vote. The vote showed 1-4 with Jonathan Schechter in favor and Mayor Morton Levinson, Arne Jorgensen, Jim Rooks and Jessica Sell Chambers opposed. The motion failed. The item was added to the PI list. Council discussed the 16th Biennial Scientific Conference on the Greater Yellowstone Ecosystem in Big Sky, Montana. Tyler made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve

Council travel and registration for the Scientific Conference on the Greater Yellowstone Ecosystem. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council discussed the 12th Word Wilderness Congress in Rapid City, South Dakota. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Council travel for the 12th World Wilderness Congress. The vote showed 1-3 with Jonathan Schechter in favor and Mayor Morton Levinson, Jim Rooks, and Arne Jorgensen opposed. Jessica Sell Chambers abstained. The motion failed. Council discussed compensation of Jackson Police Officers and enforcement of traffic violations. Staff announced that Police Department Retention will be discussed during the regularly scheduled workshop in September. Council also discussed childcare. Paul Anthony and Lea Colasuonno made staff comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief scoping staff report about removing further barriers to childcare options and early education options in our community to be added to an agenda within 60 days. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council discussed the EPA's decision on Regional Haze in Wyoming and the possibility of providing public comment. Tanya Anderson made staff comment. Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on the server room in Town Hall, request for support from the Wild River Community Alliance, temporary sign permits, Department of Transportation Charging and Fueling Infrastructure Grant letter of commitment, and Wildlife Crossings Pilot Program grant letter of support. The Town Manager added a letter of support for PAWS to receive grant funding. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:58 p.m.

Minutes: rt.
Publish: 08/28/24

TOWN COUNCIL PROCEEDINGS fi UNAPPROVED AUGUST 19, 2024 JACKSON, WYOMING The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent. Alternate Municipal Judge Interview. Council conducted an interview with Curt Haws. Recess to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to recess to executive session to discuss personnel matters in accordance with Wyoming State Statute 16-4-405(a)(ii). Council recessed at 1:12 p.m. and reconvened at 1:17 p.m. Mayor Morton Levinson nominated Curt Haws as an Alternate Municipal Judge. A motion was made by Jonathan Schechter and seconded by Jim Rooks to consent to the appointment of Curt Haws as an Alternate Municipal Judge. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Mayor Morton Levinson appointed Curt Haws as an Alternate Municipal Judge. Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The special meeting adjourned at 1:19 p.m.

Minutes: rt.
Publish: 08/28/24

TOWN COUNCIL PROCEEDINGS fi UNAPPROVED AUGUST 19, 2024 JACKSON, WYOMING The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks and Jessica Sell Chambers. Temporary Emergency Building Moratorium (PM24-004). Paul Anthony, Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion with staff. Stephan Fodor, Perri Stern, Amy Kuszak, and Michael Kudar made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to prepare a redline draft of the recommended amendments to the Land Development Regulations and Design Guidelines as provided in this staff report, dated August 19, 2024, and as provided in the Council's discussion in this workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council recessed at 3:48pm and reconvened at 3:54pm. Travel and Tourism Board Destination Management and Marketing Organization. Crista Valentino presented to Council on behalf of the Travel and Tourism Board. Lea Colasuonno made staff comment. Council held discussion. There was no public comment. No motion was made. County Water Quality Management Plan and Wastewater Policy Updates. Floren Poliseo and Tanya Anderson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to participate in the Technical Working Group to achieve mutual goals of the County's Water Quality Master Plan, and secondly to direct staff to bring back more information about connecting the following areas to the Town's wastewater system: a. Wastewater Treatment Priority Areas i. Immediate ii. Short Term iii. Long Term and b. Aquifer Protection Areas i. Priority 1 ii. Priority 2. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. There was no discussion. Council Priorities and Upcoming Agendas. There was no discussion. Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:55p.m.

Minutes: rt.
Publish: 08/28/24

GENERAL PUBLIC NOTICES

• ABANDONED VEHICLE AUCTIONS •

2017 Ford Edge
Vin: 2FMPK4G97HBC49891
Owed \$10,024.25

2007 Chevrolet Trailblazer
Vin: 1GNDT13S072259556
Owed \$10,180.00

2023 Ford Maverick
Vin: 3FTTW8F93PRA37134
Owed \$8,270.00

2021 Honda HR-V
Vin: 3CZRU6H37MM741174
Owed \$8,121.25

2003 Volvo XC70
Vin: YV1SZ59H731111819
Owed \$7,725.00

2014 VW Passat
Vin: 1VWAT7A38EC074802
Owed \$10,835.00

2017 Subaru Forester
Vin: JF2SJAEC6HH801335
Owed \$6,221.50

Sale to be September 13th 2024
Publish: 08/28, 09/04/24

• INTENT TO SUBDIVIDE •

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson Hole Community Housing Trust intends to apply for a permit to subdivide in The Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 20 Townhomes on 5 Lots. The project is located on 0.86 acres, generally described as Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13, Block 5 of John D. Hall Plat, Plat No. 131, located within the NE1/4, Section 34, Township 41 North, Range 116 West, street addresses are 600, 610 and 620 E. Hansen Avenue. The site is accessed is from Alley off Redmond Street and will be named HANSEN CORNER ADDITION TO THE TOWN OF JACKSON.
Publish: 08/28, 09/04/24

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 10 condominium units. The project is located on 0.32 acres, described as Lots 5-6, Blk 6, a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Phase II Condominium Addition to the Town of Jackson.
Publish: 08/28, 09/04/24

• CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

INVITATION TO BID

The Wyoming Department of Transportation will receive bids uploaded to the Public Purchase website, until 11:00 A.M., Mountain Time on September 24, 2024, at which time they will be publicly opened and read for FURNISHING JANITORIAL MAINTENANCE AT THE STAR VALLEY REST AREA. A MANDATORY Pre-Bid Inspection will be held at 10:00 A.M., Mountain Time on Monday, September 9, 2024 at the Star Valley Rest Area located on Highway 89 between Afton and Thayne, Wyoming. Only bids received on Wyoming Department of Transportation bid forms will be considered. Bid forms and further information may be obtained, without charge, by going to <http://www.publicpurchase.com>, logging in and clicking on Bid No. 24-249RC. You must be registered with Public Purchase to log in and view bids. If you are not registered, click on the "free registration, button and follow the registration instructions. The registration process takes up to 24 hours, so signing up right away is recommended.

BY: NICHOLAS GRONSKI
PROCUREMENT SERVICES MANAGER
Publish: 08/21, 08/28, 09/04/24

INVITATION TO BID PROJECT

Bids for Bid Packs as detailed belowfi Plans will be available 8/21/2024 All bid packages will be received by Dick Anderson Construction (Aaron Dockstader) at the office of Dick Anderson Construction, 1135 Maple Way #3 Jackson, WY 83002 until 3:00 PM local time on 9/12/2024

• Public Notices •

Bidders will be required to PREQUALIFY as part of the bidding process. Within the ITB are directions for prequalification process.

Bids will be received for: 03-1 CONCRETE, 04-1 MASONRY, 05-1 STRUCTURAL STEEL FABRICATON & ERECTION, 06-1 CARPENTRY AND MISCELLANEOUS, 06-2 ROUGH CARPENTRY AND FRAMING, 07-1 INSULATION, 07-2 SIDING & SOFFITS, 07-3 ROOFING, 08-1 FRAMES, DOORS & HARDWARE, 08-2 ALUMINUM-FRAMED SYSTEMS AND GLAZING, 09-1 METAL STUD FRAMING, GYPSUM BOARD ASSEMBLIES, & SUSPENDED CEILINGS, 09-2 TILING AND RESILIENT BASE, 09-3 PAINTING, 09-4 HIGH PERFORMANCE COATINGS, 10-1 SPECIALTIES, 22-1 PLUMBING, 23-1 HEATING, VENTILATING AND AIR CONDITIONING (HVAC), 26-1 ELECTRICAL, COMMUNICATIONS AND ELECTRONIC SAFETY & SECURITY, 31-1 EARTHWORK, 31-2 WELL AND WATER DISTRIBUTION, 32-1 LANDSCAPE & IRRIGATION, 32-2 PRECAST CONCRETE

PAVERS

Bid package documents prepared by Dick Anderson Construction may be obtained at the local plan exchanges and/or by contracting:

Aaron Dockstader
aaron.dockstader@daconstruction.com
(307) 690-9365

Dick Anderson Construction
1135 Maple Way #3
P.O. Box 13607
Jackson, WY 83002
Phone: (307) 201-1199

This is a Wyoming Prevailing Wage Rate/DAVIS BACON project. See State of Wyoming website and/or project specifications for current effective labor rates. All laborers and mechanics employed by SUBCONTRACTOR or its subcontractors in performance of the construction work shall be paid wages at rates as required by law.

This project is subject to Federal Transportation Administration requirements including all clauses included in bidding documents.

The SUBCONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. All Federal and State laws and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

BID BOND, PAYMENT & PERFORMANCE BOND IS REQUIRED covering each scope:
ALL SEALED BID PACKAGES AS DEFINED WITHIN THE CONTRACT DOCUMENTS

Successful BIDDERS shall furnish insurance as described in the Bid Documents and certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, and to accept the lowest responsive and responsible bid which is in the best interest of the Construction Manager and the Owner.

Dick Anderson Construction is an Equal Opportunity Employer.
Publish: 08/21, 08/28, 09/04/24

Get Inspired

Grand Wedding is the ultimate resource for brides and grooms planning their Jackson Hole wedding. Every issue is packed with inspiration, resources, tips and beautiful photos.



SCAN TO
READ THE CURRENT
ISSUE ONLINE



FREE — ON NEWSSTANDS VALLEYWIDE

jacksonholewedding.com

f follow us!

@grandweddingjh

TETON a mediaworks publication

Jackson Hole News&Guide

Public Notices

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

SEPTEMBER 4, 2024

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, September 9, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 09/04/24

Teton County Board of Commissioners
In conjunction with the Town of Jackson
Monthly Joint Meeting Notice
200 S. Willow St., Jackson, Wyoming
Monday, September 9, 2024, 1:30 p.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 09/04/24

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING
Tuesday,10/01/2024
Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday,10/01/2024, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Nelson Engineering, Taylor Cook
Permit No.: DEV2024-0001
Request: A Development Plan request pursuant to Section 8.3.2 the Land Development Regulations for 22 Accessory Residential Units.
Location: 1040 E Evans Road is located 7 miles south of the Town of Jackson in Hog Island. It is zoned Public/Semi-Public (P/SP) and is partially in the Scenic Resources Overlay (SRO).
Publish: 09/04/24

GENERAL PUBLIC NOTICES

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS

Teton Village Association Improvement and Service District
2025 TVAISD VILLAGE PARKING LOT ASPHALT OVERLAY

Notice is hereby given that the Teton Village Association Improvement and Service District (TVAISD) is accepting Bids for a general contract for the construction of the 2025 TVAISD Village Parking Lot Asphalt Overlay project.

Sealed Bids for the construction of the Project will be received at the TVAISD Office, Teton Village, PO Box 866, located at 7020 N. Rachel Way, Teton Village, WY 83025 until Tuesday, September 17th, 2025 at 10:00 AM. At that time the Bids received will be publicly opened and read. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: "2025 TVAISD Village Parking Lot Asphalt Overlay,.

The Project consists of asphalt milling, asphalt patching, adjustment of utility access lids, paving fabric, pavement preparation, and placement of 65,450 s.f. of 1.5-inch (min.) thick asphalt overlay, and final pavement striping.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, 307-733-2087, slagerman@nelsonengineering.net

Prospective Bidders may obtain the Bidding Documents from the issuing office. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering, jkilpatrick@nelsonengineering.net (Ph: 307-690-2086)

A MANDATORY Pre-bid Conference for the Project will be held on Thursday, September 12th, 2025 at 10:00 AM at the Project Site, 3295 W Village Drive, Teton Village, WY 83025, near the entrance to the Mangy Moose.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The TVAISD reserves the right to reject any and all bids, and to waive all informalities. Further, the TVAISD may accept any bid which in its opinion best serves its interests.
Publish: 09/04, 09/11/24

ADVERTISEMENT FOR BIDS

West Gros Ventre Butte Water District
GROS VENTRE WEST #5 WELL COMPLETION

Notice is hereby given that the West Gros Ventre Butte Water District is requesting Bids for the construction of the Gros Ventre West #5 Well Completion.

Bids for construction of the Project will be received at the Office of Nelson Engineering, PO Box 1599, located at 430 S Cache St, Jackson, WY 83001; emailed bids will be received at slagerman@nelsonengineering.net by September 18, 2024 at 2:00 PM local time. At that time Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders.

The project consists of an 8 inch well completion with pump and motor; pitless adapter; discharge piping, connection to existing meter vault, electrical equipment vault, excavation, electric power supply and controls installation, and all other incidentals required to complete the work.

A non-mandatory pre-bid conference will be held at Nelson Engineering's office on September 10, 2024 at 2:00 PM, followed by a Project Site walk through at 620 N. Ridge View Dr., Jackson, WY 83001.

The Owner's desire is for the project to be completed between September 25 and November 15, 2024, although spring 2025 construction will be considered.

The Issuing Office for the Bidding Documents is: Nelson Engineering.

Complete digital bidding documents are available from Nelson Engineering. Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Questions regarding the Bidding Documents should be directed to Nelson Engineering, tross@nelsonengineering.net (Phone: 307-733-2087).

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents.

Responsible Wyoming bidders will be given a 5% preference.

The Owner reserves the right to reject any and all bids, and to waive all informalities. Furthermore, it may accept any bid which in its opinion best serves its interests.
Publish: 09/04, 09/11/24

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$23.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

• CIVIL ACTIONS •

SUMMONS (CITATION JUDICIAL)	SUM-100 FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)
NOTICE TO DEFENDANT: (AVISO AL DEMANDADO): WESTFIELD PARTNERS, LLC, EDWARD FIELDS, and DOES 1-50,	E-FILED 11/1/2023 1:30 PM Clerk of Court Superior Court of CA, County of Santa Clara 23CV425467 Reviewed By: P. Newton Envelope: 13476241
YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE): PRUNEYARD OFFICE INVESTORS LLC,	
NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below. You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le de un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services. (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California. (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos eventuales por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.	
The name and address of the court is: (El nombre y dirección de la corte es):	CASE NUMBER: (Número del Caso): 23CV425467
Santa Clara County Superior Court Downtown Superior Court 191 North First Street, San Jose, CA 95113	
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Richard E. Elder (SBN 205389); Bryan S. Silverman (SBN 295091) LUBIN OLSON & NIEWIADOMSKI LLP 600 Montgomery Street, 14th Floor, San Francisco, California 94111; (415) 981-0550 DATE: 11/1/2023 1:30 PM Clerk of Court F. Newton Deputy (Aqjuntó) (Fecha) (Secretario)	
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).	
	NOTICE TO THE PERSON SERVED: You are served 1. ☒ as an individual defendant. 2. ☐ as the person sued under the fictitious name of (specify): 3. ☐ on behalf of (specify): under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor) ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee) ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person) ☐ other (specify): 4. ☐ by personal delivery on (date):
Form Adopted for Mandatory Use Judicial Council of California SJSB-100 (Rev. July 1, 2009)	SUMMONS Code of Civil Procedure §§ 412.20, 405 www.courtinfo.ca.gov

Santa Clara County Superior Court
Downtown Superior Court
191 North First Street, San Jose, CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Richard E. Elder (SBN 205389); Bryan S. Silverman (SBN 295091)
LUBIN OLSON & NIEWIADOMSKI LLP
600 Montgomery Street, 14th Floor, San Francisco, California 94111; (415) 981-0550
DATE: 11/1/2023 1:30 PM Clerk of Court F. Newton Deputy (Aqjuntó) (Fecha) (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

Publish: 09/04, 09/11, 09/18, 09/25/24

• INTENT TO SUBDIVIDE •

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes SRSC Lodge, LLC intends to apply for a permit to subdivide Lot 20, The Lodge Cabin Townhomes At Snake River Canyon Ranch Resort (Plat 01409). A public hearing for said permit will occur at a regular meeting of the Teton County Planning Commission at the Teton County Board of Commissioners Chambers 200 S. Willow Street Jackson, WY. Please contact the Teton County Planning and Development Department at (307)-733-3959 for scheduled meeting dates or more information. The proposed subdivision involves re-platting Lot 20 to accommodate a condominium plat. The project is located on approximately 2.88 acres at 4195 Weiskopf Way, Hoback, WY 83999.
Publish: 09/04, 09/11/24

• CONTINUED PUBLICATIONS •

2017 Ford Edge
Vin: 2FMPK4G97HBC49891
Owed \$10,024.25

2007 Chevrolet Trailblazer
Vin: 1GNDT13S072259556
Owed \$10,180.00

2023 Ford Maverick
Vin: 3FTTW8F93PRA37134
Owed \$8,270.00

2021 Honda HR-V
Vin: 3CZRU6H37MM741174
Owed \$8,121.25

2003 Volvo XC70
Vin: YV1SZ59H731111819
Owed \$7,725.00

2014 VW Passat
Vin: 1VWAT7A38EC074802
Owed \$10,835.00

2017 Subaru Forester
Vin: JF2SJAEC6HH801335
Owed \$6,221.50

Sale to be September 13th 2024
Publish: 08/28, 09/04/24

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson Hole Community Housing Trust intends to apply for a permit to subdivide in The Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the

• Public Notices •

Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 20 Townhomes on 5 Lots. The project is located on 0.86 acres, generally described as Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13, Block 5 of John D. Hall Plat, Plat No. 131, located within the NE1/4, Section 34, Township 41 North, Range 116 West, street addresses are 600, 610 and 620 E. Hansen Avenue. The site is accessed is from Alley off Redmond Street and will be named HANSEN CORNER ADDITION TO THE TOWN OF JACKSON.
Publish: 08/28, 09/04/24

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 10 condominium units. The project is located on 0.32 acres, described as Lots 5-6, Blk 6, a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Phase II Condominium Addition to the Town of Jackson.
Publish: 08/28, 09/04/24

WYOMING DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

INVITATION TO BID

The Wyoming Department of Transportation will receive bids uploaded to the Public Purchase website, until 11:00 A.M., Mountain Time on September 24, 2024, at which time they will be publicly opened and read for FURNISHING JANITORIAL MAINTENANCE AT THE STAR VALLEY REST AREA. A MANDATORY Pre-Bid Inspection will be held at 10:00 A.M., Mountain Time on Monday, September 9, 2024 at the Star Valley Rest Area located on Highway 89 between Afton and Thayne, Wyoming. Only bids received on Wyoming Department of Transportation bid forms will be considered. Bid forms and further information may be obtained, without charge, by

going to <http://www.publicpurchase.com>, logging in and clicking on Bid No. 24-249RC. You must be registered with Public Purchase to log in and view bids. If you are not registered, click on the “free registration, button and follow the registration instructions. The registration process takes up to 24 hours, so signing up right away is recommended.

BY: NICHOLAS GRONSKI
PROCUREMENT SERVICES MANAGER
Publish: 08/21, 08/28, 09/04/24

INVITATION TO BID
PROJECT

Bids for Bid Packs as detailed belowfi Plans will be available 8/21/2024 All bid packages will be received by Dick Anderson Construction (Aaron Dockstader) at the office of Dick Anderson Construction, 1135 Maple Way #3 Jackson, WY 83002 until 3:00 PM local time on 9/12/2024

Bidders will be required to PREQUALIFY as part of the bidding process. Within the ITB are directions for prequalification process.

Bids will be received for: 03-1 CONCRETE, 04-1 MASONRY, 05-1 STRUCTURAL STEEL FABRICATON & ERECTION, 06-1 CARPENTRY AND MISCELLANEOUS, 06-2 ROUGH CARPENTRY AND FRAMING, 07-1 INSULATION, 07-2 SIDING & SOFFITS, 07-3 ROOFING, 08-1 FRAMES, DOORS & HARDWARE, 08-2 ALUMINUM-FRAMED SYSTEMS AND GLAZING, 09-1 METAL STUD FRAMING,GYPSUM BOARD ASSEMBLIES, & SUSPENDED CEILINGS, 09-2 TILING AND RESILIANIT BASE, 09-3 PAINTING, 09-4 HIGH PERFORMANCE COATINGS, 10-1 SPECIALTIES, 22-1 PLUMBING. 23-1 HEATING, VENTILATING AND AIR CONDITIONING (HVAC), 26-1 ELECTRICAL, COMMUNICATIONS AND ELECTRONIC SAFETY & SECURITY, 31-1 EARTHWORK, 31-2 WELL AND WATER DISTRIBUTION, 32-1 LANDSCAPE & IRRIGATION, 32-2 PRECAST CONCRETE PAVERS

Bid package documents prepared by Dick Anderson Construction may be obtained at the local plan exchanges and/or by contracting:

Aaron_Dockstader
aaron.dockstader@daconstruction.com
(307) 690-9365

Dick Anderson Construction
1135 Maple Way #3
P.O. Box 13607
Jackson, WY 83002
Phone: (307) 201-1199

This is a Wyoming Prevailing Wage Rate/DAVIS BACON project. See State of Wyoming website and/or project specifications for current effective labor rates. All laborers and mechanics employed by SUBCONTRACTOR or its subcontractors in performance of the construction work shall be paid wages at rates as required by law.

This project is subject to Federal Transportation Administration requirements including all clauses included in bidding documents.

The SUBCONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. All Federal and State laws and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

BID BOND, PAYMENT & PERFORMANCE BOND IS REQUIRED covering each scope:
ALL SEALED BID PACKAGES AS DEFINED WITHIN THE CONTRACT DOCUMENTS

Successful BIDDERS shall furnish insurance as described in the Bid Documents and certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, and to accept the lowest responsive and responsible bid which is in the best interest of the Construction Manager and the Owner.

Dick Anderson Construction is an Equal Opportunity Employer.
Publish: 08/21, 08/28, 09/04/24



RELIABILITY

We are Jackson Hole’s most dependable news and information resource and valued marketing partner. Over the past six decades, we’ve demonstrated our commitment to this responsibility.



Subscriptions support **Value-Driven, Local Journalism.**
Sustain this Mission at jhnewsandguide.com/subscribe

Jackson Hole News & Guide

TRUTH | TRUST | EXCELLENCE | **RELIABILITY** | COMMUNITY

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 9/13/2024

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Hansen Corner Addition to the Town of Jackson
2. LOCATION: 600, 610 & 620 E. Hansen Ave., Jackson, WY
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	<u>15</u>		2.25	<u>33.75</u>
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{33.75} \text{ TOTAL PROJECTED POPULATION} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{.304} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{.304} \text{ REQUIRED ACRES} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{30,400} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 9/13/2024

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Hansen Corner Addition to the Town of Jackson
2. LOCATION: 600, 610, & 620 E. Hansen Ave., Jackson, WY
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		_____		_____
		15		.225
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{.225}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{22,500}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS



Bank of Jackson Hole, a Division of NBH Bank
990 W Broadway
PO Box 7000
Jackson, WY 83002

Date: May 9, 2024

To our valued customer,

Re:

Enclosed please find your title insurance policy insuring the property located at:

600 East Hansen Avenue, Jackson, WY 83001
610 East Hansen Avenue, Jackson, WY 83001
620 East Hansen Avenue, Jackson, WY 83001

and owned by:

Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation

Please review this title insurance policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your title insurance policy, you may contact the Policy Department at:

Email: wtepolices@wyomingtitle.com
Telephone: (307)732-2983
Fax: (307)732-0200

Please refer to our **Order No. W-30045**.

We believe in delivering quality products that meet your needs, and our goal is to provide the most efficient and reliable service in the industry. Thank you for giving us the opportunity to serve you!

Sincerely,

Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A, P.O. Box 4429
Jackson, WY 83001

ALTA LOAN POLICY OF TITLE INSURANCE



Policy Number **LYDA-08099223**

File Number: **W-30045**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

continued on next page

Policy Issuer:
WYOMING TITLE AND ESCROW, INC.
1110 MAPLE WAY, SUITE A
PO BOX 4429
JACKSON, WY 83001
PHONE: (307) 732-2983

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

Authorized Officer or Agent

By

President

Attest

Secretary

- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
- a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
- a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, insurance against loss caused by:
- a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - b. the failure of a person or Entity to have authorized a transfer or conveyance;
 - c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - d. a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
 - e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
 - f. the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - g. a defective judicial or administrative proceeding; or
 - h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
- a. the amount of the principal disbursed as of the Date of Policy;
 - b. the interest on the obligation secured by the Insured Mortgage;
 - c. the reasonable expense of foreclosure;
 - d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
 - e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - i. real estate taxes and assessments imposed by a governmental taxing authority; and
 - ii. regular, periodic assessments by a property owners' association.
11. The lack of priority of the lien of the Insured Mortgage upon the Title:
- a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - i. contracted for or commenced on or before the Date of Policy; or
 - ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and

- b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
- 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or
 - ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The Date of Policy stated in Schedule A.
- e. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- g. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
 - i. the sum of:
 - (a). principal disbursed as of the Date of Policy;
 - (b). principal disbursed subsequent to the Date of Policy;
 - (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;

- (d). interest on the loan;
 - (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (f). expenses of foreclosure and any other costs of enforcement;
 - (g). advances for insurance premiums;
 - (h). advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1) real estate taxes and assessments imposed by a governmental taxing authority, and
 - (2) regular, periodic assessments by a property owners' association; and
 - (i). advances to prevent deterioration of improvements before the Insured's acquisition of the Title, but
 - ii. reduced by the sum of all payments and any amounts forgiven by an Insured.
- j. "Insured":
- i. (a). The Insured named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Insured or the future owner either:
 - (1) owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2) owns the Title after acquiring the Indebtedness;
 - (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
 - (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
 - (g). any Government Mortgage Agency or Instrumentality.
 - ii. With regard to Conditions 1.j.i.(a). and 1.j.i.(b)., the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
 - iii. With regard to Conditions 1.j.i.(c)., 1.j.i.(d)., 1.j.i.(e)., and 1.j.i.(f)., the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- k. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- l. "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.
- m. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- n. "Land": The land described in Item 5 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- o. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- r. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- s. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- t. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

- u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured:

- a. after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land; and
- b. after the Insured's conveyance of the Title, so long as the Insured:
 - i. retains an estate or interest in the Land;
 - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - iii. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
 - b. any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.
- If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness
 - i. To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant
 - i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
 - i. the Amount of Insurance;
 - ii. the Indebtedness;
 - iii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
 - iv. if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.
- b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:

- i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
- ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land;
 - iii. cures the claim of Unmarketable Title; or
 - iv. establishes the lien of the Insured Mortgage, all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title or to the lien of the Insured Mortgage.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. *Company's Right to Recover*
 - i. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
 - ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

b. *Company's Subrogation Rights against Obligors*

The Company's subrogation right includes the Insured's rights against Obligors including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a Government Mortgage Agency or Instrumentality.

c. *Insured's Rights and Limitations*

- i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
- ii. If the Insured exercises a right provided in Condition 12.c.i. but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

13. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

14. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

15. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

16. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607

17. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING.

Schedule A

Order No.:	W-30045	Name and Address of Insurer:
Policy No.:	LYDA-08099223	Old Republic National Title Insurance Company
Date of Policy:	April 12, 2024 at 1:30PM	3000 Bayport Drive, Suite 1000
Amount of Insurance:	\$10,640,000.00	Tampa, FL 33607-5402
Premium:	\$11,055.00	

Address Reference: 600 East Hansen Avenue, Jackson, WY 83001
610 East Hansen Avenue, Jackson, WY 83001
620 East Hansen Avenue, Jackson, WY 83001

For information purposes only and not for insurance.

1. The Insured is:

Bank of Jackson Hole, a Division of NBH Bank, its successors and/or assigns, as their interest may appear

2. The estate of interest in the Land encumbered by the Insured Mortgage is:

Fee Simple

3. The Title encumbered by the Insured Mortgage is vested in:

Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation

4. The Insured Mortgage and its assignments, if any, are described as follows:

A mortgage to secure an original indebtedness of \$10,640,000.00, and any other amounts or obligations secured thereby, dated April 12, 2024, recorded April 12, 2024, as (instrument) 1079475, Official Records.

Mortgagor: Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation
Mortgagee/Beneficiary: Bank of Jackson Hole, a division of NBH Bank

Schedule A Continued

Order No.: W-30045

Name and Address of Insurer:

Policy No.: LYDA-08099223

Old Republic National Title Insurance
Company

Date of Policy: April 12, 2024 at 1:30PM

3000 Bayport Drive, Suite 1000
Tampa, FL 33607-5402

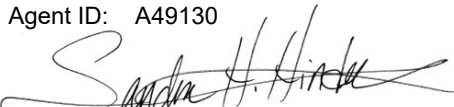
5. The land referred to in this policy is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

6. This policy incorporates by reference the ALTA endorsements selected below:

- | | | |
|-------------------------------------|-----------------------|--|
| ☐ | ALTA 4 Endorsement | (Condominium) CLTA 115.1 |
| ☐ | ALTA 4.1 Endorsement | (Condominium) CLTA 115.3 |
| ☐ | ALTA 5 Endorsement | (Planned Unit Development) CLTA 115.2 |
| ☐ | ALTA 5.1 Endorsement | (Planned Unit Development) CLTA 115.4 |
| ☐ | ALTA 6 Endorsement | (Variable Rate) CLTA 111.5 |
| ☐ | ALTA 6.2 Endorsement | (Variable Rate – Negative Amortization) CLTA 111.8 |
| ☒ | ALTA 8.1 Endorsement | (Environmental Protection Lien) CLTA 110.9
Paragraph b refers to the following state statute(s):
None |
| ☒ | ALTA 9 Endorsement | (Restrictions, Encroachments, Minerals) CLTA 100.2 |
| ☐ | ALTA 13.1 Endorsement | (Leasehold Loan) CLTA 119.6 |
| ☐ | ALTA 14 Endorsement | (Future Advance – Priority) CLTA 111.14 |
| ☐ | ALTA 14.1 Endorsement | (Future Advance – Knowledge) CLTA 111.14.1 |
| ☐ | ALTA 14.3 Endorsement | (Future Advance – Reverse Mortgage) CLTA 111.14.3 |
| ☒ | ALTA 22 Endorsement | (Location) CLTA 116.01
The type of improvement is Commercial/Other and the
street address is shown on first page of Schedule A |

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130


Authorized Countersignature

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

EXHIBIT "A" LEGAL DESCRIPTION

Lots 9, 10, 11, 12 and 13 of Block 5 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 12, 1947 as Plat No. 131.

PIDN: 22-41-16-34-1-23-010, 22-41-16-34-1-23-009, 22-41-16-34-1-23-008

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Exceptions From Coverage Schedule B – Part I

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records
2. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.
3. General taxes for the year 2024 are tax exempt.
4. All matters as delineated on the Official Plat of John D. Hall Plat, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 131. [Plat 131](#)
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded August 16, 2011, as (instrument) 0799545 (book) 787 (page) 656, Official Records:
Purpose: Bus stop easement
(Lot 13) [Doc 0799545](#)
6. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

***** End of Schedule B *****

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B – Part II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

NONE

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**

Policy No. **LYDA-08099223**

Loan No.

ALTA Endorsement 9-06

CLTA Endorsement 100.2-06

Fee: **\$2010.00**

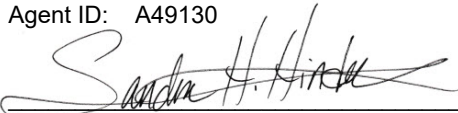
1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;
 - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c. Damage to an Improvement located on the Land, at Date of Policy:
 - i. that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
 - ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;

- c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
- d. contamination, explosion, fire, fracturing, vibration, earthquake or subsidence; or
- e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130

A handwritten signature in black ink, appearing to read "Sandra H. Hinder", is written over a horizontal line.

Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**

Policy No. **LYDA-08099223**

Loan No.

ALTA Endorsement 22-06

CLTA Endorsement 116.01-06

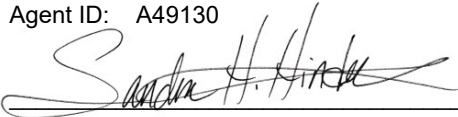
Fee: \$25.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of a
A Residence, known as 600 East Hansen Avenue, Jackson, WY 83001, to be located on the Land at Date of
Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the
terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv)
increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is
inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this
endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**

Policy No. **LYDA-08099223**

Loan No.

CLTA Endorsement 122-06

Construction Loan Advance

Fee:

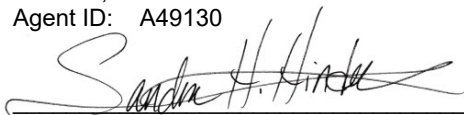
Based upon the representation of the Insured that an advance has been made to Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation in the sum of \$10,640,000.00, which is a portion of the Indebtedness evidenced by the note or notes secured by the Insured Mortgage, the Company insures against loss or damage sustained by reason of:

1. Any defect in or lien or encumbrance affecting the Title and recorded in the Public Records subsequent to Date of Policy, to the date of this endorsement, except:
2. Any subsisting tax or assessment lien which is prior to the lien of the Insured Mortgage, as of the date of issuance of this endorsement, except:
3. Title to the Land being vested as of the date of issuance of this endorsement other than as shown in Schedule A according to the Public Records;
4. The failure of the advance identified above to be secured by the Insured Mortgage;
5. Lack of priority of the lien of the Insured Mortgage with respect to such advance, over any defects, liens or encumbrances shown by the Public Records as of the date of issuance of this endorsement and affecting the Title other than those shown in Schedule B as prior to the Insured Mortgage and the matters shown in paragraph (2) herein, and the following:
6. Lack of priority of the lien of the Insured Mortgage over any statutory lien for services, labor or material arising out of the work of improvement under construction or completed as of the date of issuance of this endorsement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: Enter Effective Date Here at 7:30 am

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130

A handwritten signature in black ink, appearing to read "Sandra H. Hinder", written over a horizontal line.

Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**
Policy No. **LYDA-08099223**
Loan No.

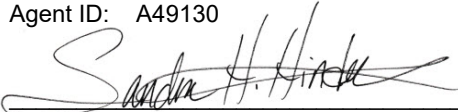
ALTA Endorsement 18-06
CLTA Endorsement 129-06
Fee: **\$50.00**

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**
Policy No. **LYDA-08099223**
Loan No.

ALTA Endorsement 8.1
CLTA Endorsement 110.9
Fee: **\$0.00**

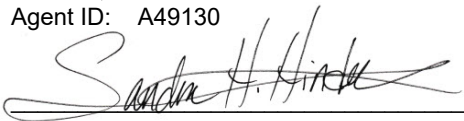
1. The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.
2. The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over:
 - a. any environmental protection lien that, at the Date of Policy, is recorded in those records established under State statutes at the Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
 - b. any environmental protection lien provided by any State statute in effect at the Date of Policy, except environmental protection liens provided by the following State statutes:

None

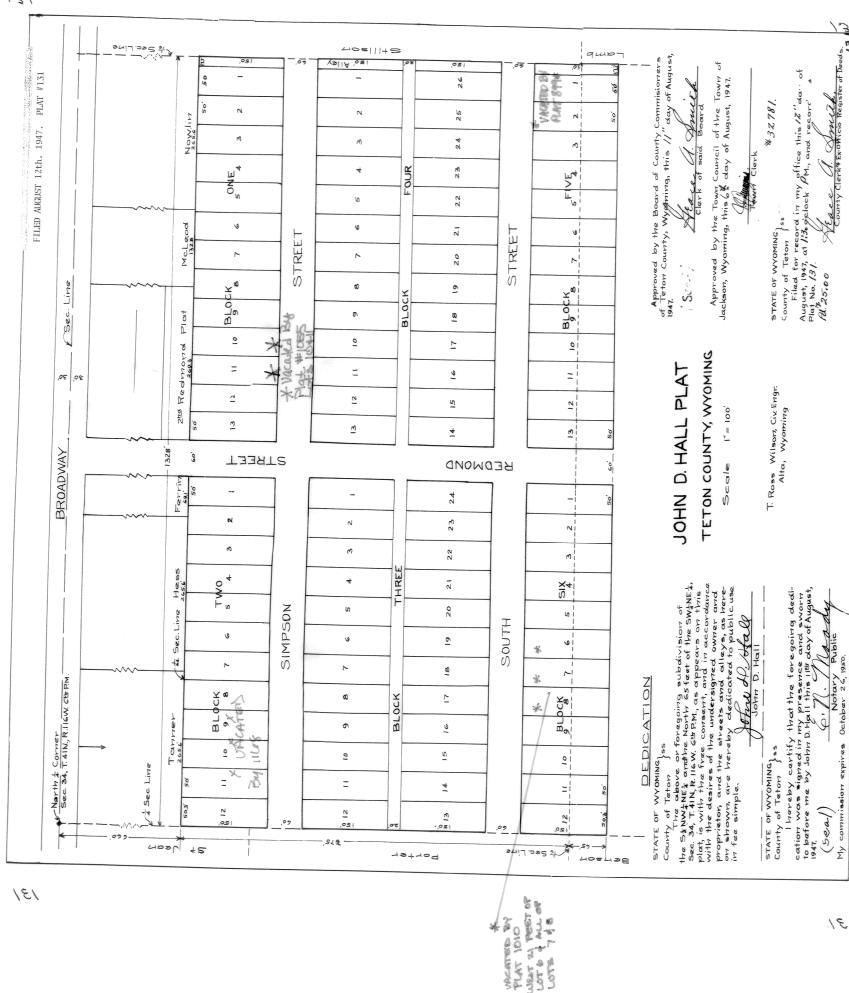
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Authorized Countersignature



DEDICATION

STATE OF WYOMING
County of Teton
I, the undersigned, do hereby certify that the foregoing plat of the Town of John D. Hall, Teton County, Wyoming, was duly adopted by the Board of County Commissioners of Teton County, Wyoming, on the 11th day of August, 1947, and that the same is hereby dedicated to the public use of the State of Wyoming.

STATE OF WYOMING
County of Teton
I, the undersigned, do hereby certify that the foregoing plat of the Town of John D. Hall, Teton County, Wyoming, was duly adopted by the Board of County Commissioners of Teton County, Wyoming, on the 11th day of August, 1947, and that the same is hereby dedicated to the public use of the State of Wyoming.

JOHN D. HALL PLAT TETON COUNTY, WYOMING

Scale 1" = 100'

T. Ross, Without Charge
Alto, Wyoming

Approved by the Board of County Commissioners of Teton County, Wyoming, this 11th day of August, 1947.

[Signature]
Chairman of Board

Approved by the Board of County Commissioners of Teton County, Wyoming, this 11th day of August, 1947.

[Signature]
County Clerk

STATE OF WYOMING
County of Teton
I, the undersigned, do hereby certify that the foregoing plat of the Town of John D. Hall, Teton County, Wyoming, was duly adopted by the Board of County Commissioners of Teton County, Wyoming, on the 11th day of August, 1947, and that the same is hereby dedicated to the public use of the State of Wyoming.

[Signature]
County Clerk

PHOTOGRAPHIC REPRODUCTION
OF ORIGINAL PLAT NO. 131
Filed for Record On
12 AUGUST 1947

JOHN D. HALL PLAT
TO THE TOWN OF JACKSON
BEING PART OF THE
SW 1/4 NE 1/4 & S 1/2 NW 1/4 NE 1/4
T11N R16W
TETON COUNTY, WYOMING
Scale 1" = 100'

WARRANTY DEED

Wind River Partners, LLC, a Wyoming close limited liability company ("GRANTOR"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and WARRANTS to Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation ("GRANTEE"), whose address is PO Box 4498, Jackson, WY 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing allrights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 9, 10, 11, 12 and 13 of Block 5 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Clerk's Office of Teton County, Wyoming on August 12,1947 as Plat Number 131.

PIN: 22-41-16-34-1-23-010 (Lot 13)
22-41-16-34-1-23-009 (Lot 12)
22-41-16-34-1-23-008 (Lot 9, 10, 11)

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way, and easements of sight or record.

[Signature Page Follows]

GRANTOR: WIND RIVER PARTNERS LLC
GRANTEE: JACKSON HOLE COMMUNITY HOUSING TRUST
Doc 1028023 Filed At 14:28 ON 11/10/21
Maureen Murphy Teton County Clerk fees: 15.00
By Vicki Carpenter Deputy Clerk

WITNESS my hand this 10 day of November, 2021.

*Wind River Partners, LLC, a Wyoming close
limited liability company*

*By: Niner Investment Co., a Wyoming
corporation, its Manager*

By: Pamela S. Niner

Name: Pamela S. Niner

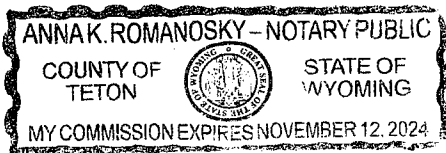
Its: President

STATE OF WYOMING }
 }ss.
COUNTY OF TETON }

The foregoing Warranty Deed was acknowledged before me by Pamela Niner, as President of Niner Investment Co., a Wyoming corporation, the manager of Wind River Partners, LLC, a Wyoming close limited liability company, on this 10 day of November 2021.

WITNESS my hand and notarial seal.

(SEAL)



Cu R

Signature of Notarial Officer

Notary Public

Title and Rank

My Commission Expires 11/12/2024

LAYOUT: Certificate Sheet.dwg TO - PRINTER/PC3: DWG TO PDF.pc3 - PUBLISH -> DWG VER. 241 - PLOTTED BY: Sue Karchner- JWG: JWG: S:\V\02\083-05\060 E Hansen\Townhouse Plat-Jackson\WYSurvey\01.dwg - DATE/TIME: 11/25/2024 10:43:58 AM

CERTIFICATE OF SURVEYOR

State of Wyoming))ss
County of Teton))ss
I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:

That by authority of the owners I have subdivided the lands shown on this plat to be known as **HANSEN CORNER ADDITION TO THE TOWN OF JACKSON.**

That the lands of this subdivision are identical with and described as:

Lots 9, 10, 11, 12 and 13, Block 5 John D. Hall Plat, Teton County, Wyoming, Plat No. 131, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4, Section 34, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming;

That this plat was made from the notes of surveys made by me, or under my direction, from architectural drawings, and from records in the Office of the Teton County Clerk;

That all dimension and areas are correctly shown;

That all corners will be monumented as shown hereon.

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

CERTIFICATE OF ENGINEER

State of Wyoming))ss
County of Teton))ss
I, David A. Dufault hereby certify that the water distribution, sanitary sewer facilities and storm water facilities, designed for the foregoing subdivision are adequate and safe, and meet Federal, State, and Town of Jackson requirements if built as designed and operated correctly.
David A Dufault, Wyoming Professional Engineer PE 8525

The foregoing instrument was acknowledged before me by David A. Dufault this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission expires: _____

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2024.
Witness my hand and official seal.

Notary Public My commission expires: _____

CERTIFICATE OF MORTGAGEE

BANK OF JACKSON HOLE, A DIVISION OF NBH BANK

Certificate of Mortgagee by separate affidavit

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)ss
Town of Jackson)

The foregoing Subdivision, **Hansen Corner Addition to the Town of Jackson,** was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2024 in accordance with Section 15–1–415 Wyoming Statutes.

Attest: Town of Jackson

Riley Taylor, Town Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public My commission expires: _____

The foregoing instrument was acknowledged before me by Riley Taylor, Clerk, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public My commission expires: _____

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public My commission expires: _____

The foregoing instrument was acknowledged before me by Paul Anthony, Planning Director, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public My commission expires: _____

CERTIFICATE OF OWNERS

State of Wyoming))ss
County of Teton))ss

The undersigned owners and proprietors of the lands shown hereon hereby certify;

That the foregoing subdivision of land as shown hereon and described in the Certificate of Surveyor hereon is with their free consent and in accordance with the desires of the undersigned owners and proprietors;

That the name of the subdivision shall be **HANSEN CORNER ADDITION TO THE TOWN OF JACKSON;**

That access to the subdivision is from that public alley off Redmond Street, as shown hereon;

That each Townhouse Lot within this subdivision is subject to a Deed Restriction for Hansen Corner Addition to be recorded concurrently with this plat;

That this subdivision is subject to that Declaration of Covenants, Conditions and Restrictions for Hansen Corner to be recorded concurrently with this plat, and said Declaration reserves certain rights to the undersigned owner and grants certain easements to the Hansen Corner Homeowners Association and the owners within the foregoing subdivision;

That a two foot (2') wide sidewalk easement is hereby dedicated to the Town of Jackson along the north line of those Common Area Lots 100, 200, 300, 400 and 500, as shown hereon;

That those portions of the common elements designated hereon as Limited Common Elements (denoted as LCE followed by a Lot number) are hereby allocated and assigned to each such designated Lot for the exclusive use and enjoyment of the owner of Townhouse upon the designated Lot, subject to the terms and conditions of the Declaration and further subject to any easements of sight or record;

That the undersigned reserves the right to assign Limited Common Elements to Lots (either individually or collectively) by recording a supplemental declaration;

That the undersigned owner hereby reserves unto themselves, and their heirs, successors, and assigns, the right to grant unto other parties non-exclusive easements in, over, and across the common elements of this subdivision for any purpose that the undersigned deems necessary, as may be amended by the term of a third party instrument that creates such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

That the undersigned owner hereby reserves unto itself, and its heirs, successors, and assigns, and are hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary, in, under, over, upon, and across the foregoing subdivision, including but not limited to, grading, landscaping, and instillation of utilities, and infrastructure, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

That access across the Common Area Lots 100, 200, 300, 400, and 500 is hereby granted to emergency vehicles, including ambulances, fire fighting vehicles and police vehicles;

That an easement across the common elements of this subdivision is hereby granted to those utility companies, their successors and assigns, serving this subdivision for the construction, maintenance and repair of utility services for this subdivision, and that the right to grant further easements across said common elements is hereby reserved to the undersigned owner, its successors and assigns, for the purpose of providing access and utility services to this subdivision;

That this subdivision is subject to all matters delineated on John D. Hall, Plat no. 131, as recorded in the Office of the Teton County Clerk of Teton County;

That this subdivision is subject to that Start Bus Stop Easement, as recorded in Book 787, page 656–659, records of the office of the Teton County Clerk;

That access to sewer and water facilities of this subdivision, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

That Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13, Block 5 of John D. Hall, Teton County, Wyoming, Plat no. 131, as recorded in the Office of the Teton County Clerk, are hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII, Division 7.2 and Sections 34–12–106 through 110, Wyoming Statutes, and the Clerk is respectfully requested to write “vacated” across said lots, they being reconfigured as shown hereon;

That the seller does not warrant to purchaser that he/she shall have any rights to the continued natural flow of any stream or river within or adjacent to the subdivision;

That Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

That this subdivision is subject to rights–of–way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

The Jackson Hole Community Housing Trust

Anne Cresswell, Executive Director

State of Wyoming))ss
County of Teton))ss

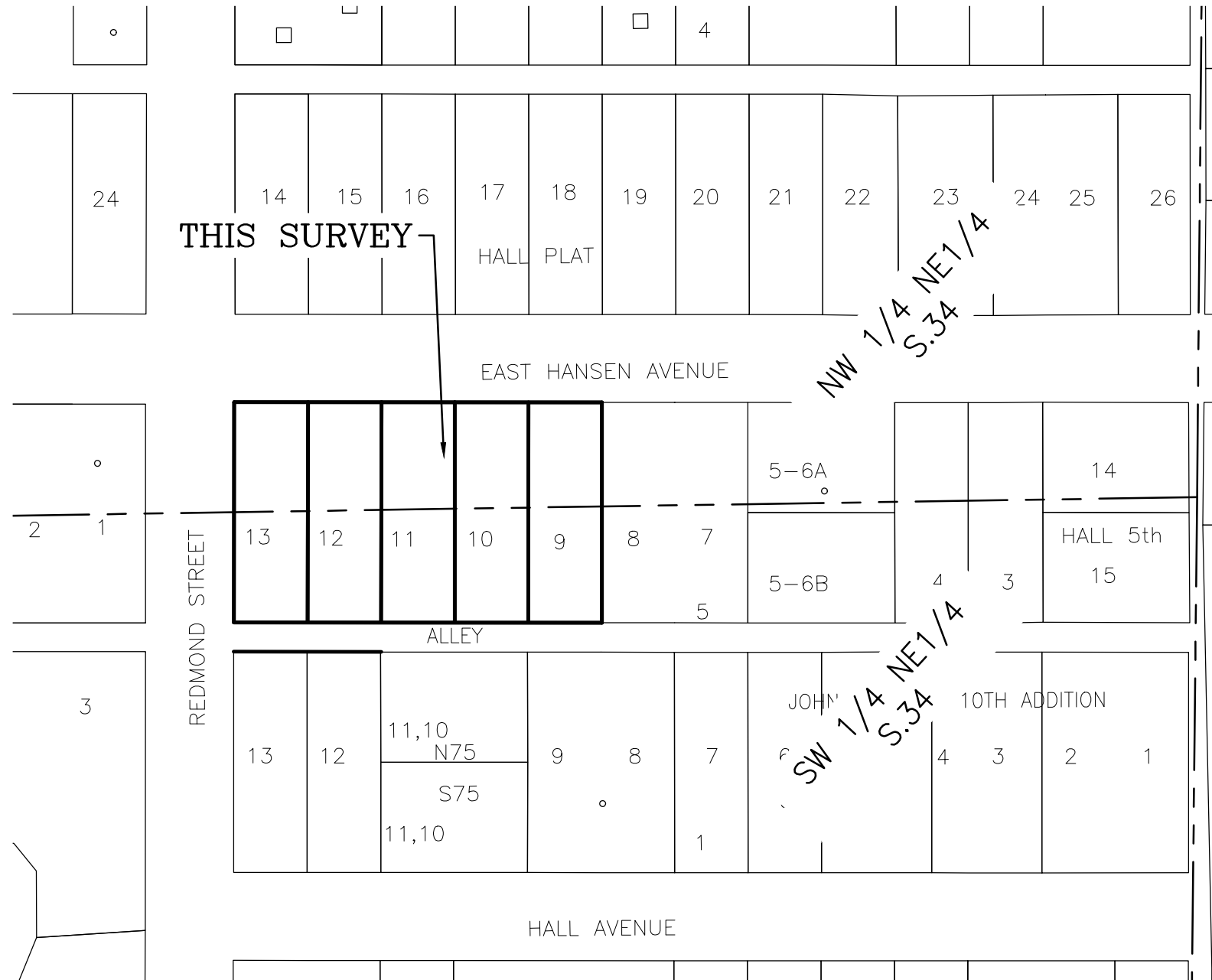
The foregoing instrument was acknowledged before me by Anne Cresswell, Executive Director, Jackson Hole Community Housing Trust this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733–2087

Owner and Subdivider:
The Jackson Hole Community Housing Trust
Box 4498
Jackson, Wyoming 83001
(307) 739–0665 x2



VICINITY MAP

PT. SW1/4NE1/4
& NW1/4NE1/4
SECTION 34
T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WY

TOTAL ACREAGE: 0.86 ACRES (37,542 sf)

TOTAL NUMBER OF LOTS: 25

5 – COMMON AREA LOTS = 28,585 SF
BEING LOTS: 100, 200, 300, 400, & 500

20 – TOWNHOUSE LOTS = 8,957 SF
BEING LOTS:
101, 102, 103, 104
201, 202, 203, 204
301, 302, 303, 304
401, 402, 403, 404
501, 502, 503, 504

SUBMITTAL DATE: 9/17/2024
FINAL SUBMITTAL DATE: 11/22/2024

THIS SUBDIVISION IS SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS.

THIS SUBDIVISION IS SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM.
NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM.
NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT AS PERMITTED BY THE TOWN OF JACKSON

SELLER DOES NOT WARRANT TO PURCHASER THAT HE/SHE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITHIN 200 FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE TIME OF THE SURVEY.

NO KNOWN WATER RIGHTS APPURTENANT TO THIS SUBDIVISION. WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

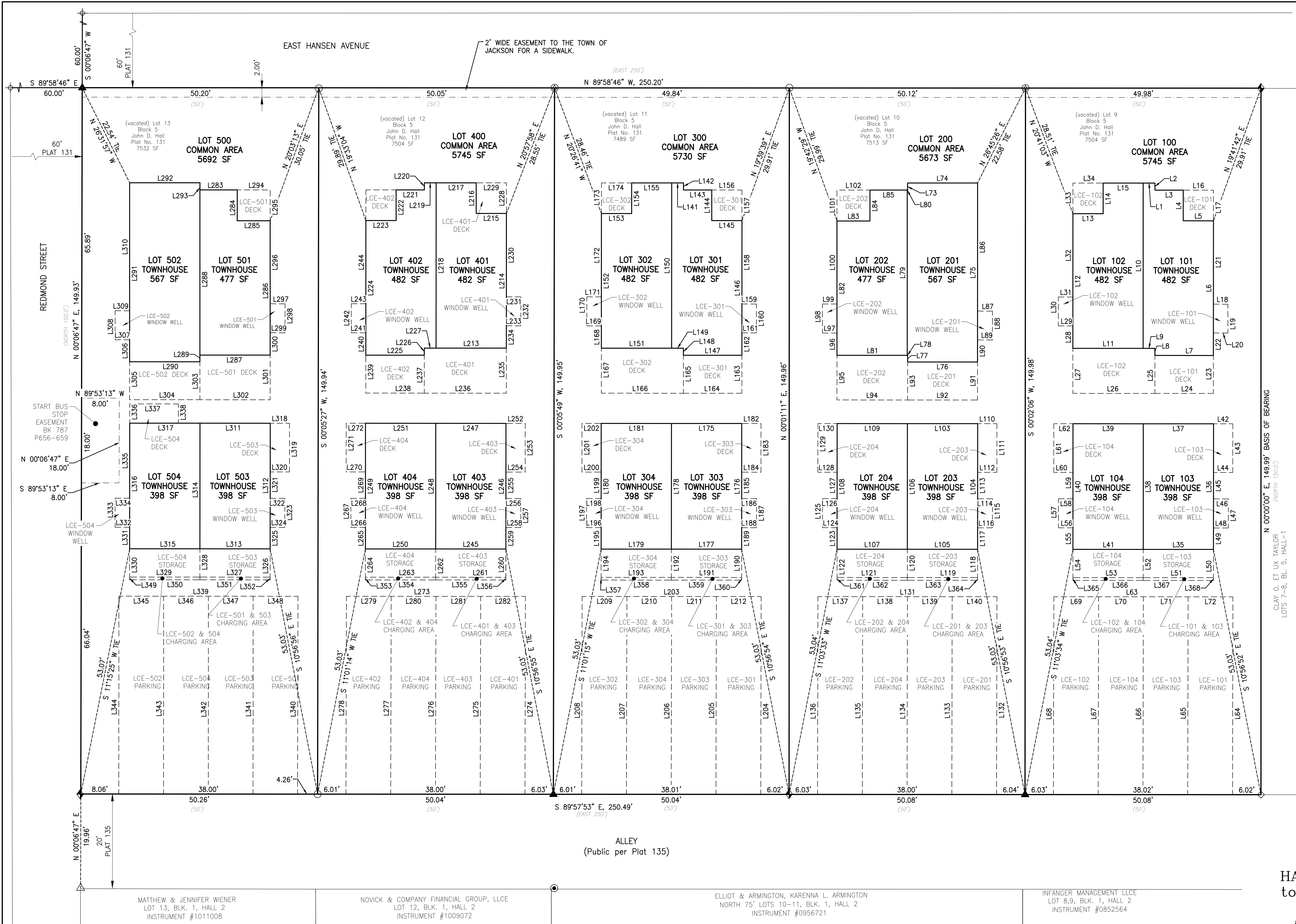
HANSEN CORNER ADDITION to the Town of Jackson

a townhouse subdivision of
Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13
Block 5
John D. Hall Plat
Plat No. 131

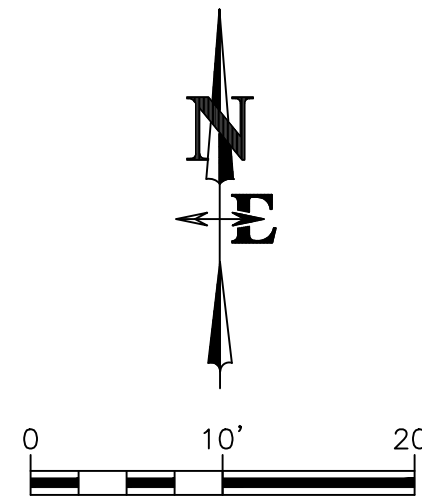
located within the
NE1/4, Section 34,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	REV
1 of 3	JACKSON HOLE COMMUNITY HOUSING TRUST	CERTIFICATE SHEET	9/17/2024	11/22/24
JOB NO	600, 610 and 620 E. HANSEN AVE.	SUBDIVISION PLAT	SURVEYED	NE
22–083–05	JACKSON, WY		ENGINEERED	NA
			DRAWN	SK
			CHECKED	LR
			APPROVED	LR

LAYOUT: SITE PLANNING - PRINTED: 24x36 PDF - PUBLISHED: 24x36 PDF - PLOTTED BY: Sue Korfner
JUG: 10/15/2024 10:59:45 AM E:\Hansen\Townhouse Plat\Jacksn\Drawings\24x36\131\DWG\131.DWG - DATE/TIME: 11/26/2024 10:43:58 AM



NOTE:
FOUND MONUMENTS WITHIN THE 2' WIDE
EASEMENT, (FOR A SIDEWALK), THAT ARE
DESTROYED DURING CONSTRUCTION SHALL BE
RESET WITH 5/8"x24" REBAR WITH 1.5"
DIA. ALUMINUM CAP INSCRIBED: "NELSON
ENGR PLS 15442"



HANSEN CORNER ADDITION to the Town of Jackson

a townhouse subdivision of
Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13
Block 5
John D. Hall Plat
Plat No. 131

located within the
NE1/4, Section 34,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733-2087

Owner and Subdivider:
The Jackson Hole Community Housing Trust
Box 4498
Jackson, Wyoming 83001
(307) 739-0665 x2

DRAWING NO 2 of 3	JOB TITLE JACKSON HOLE COMMUNITY HOUSING TRUST 600, 610 and 620 E. HANSEN AVE. JACKSON, WY	DRAWING TITLE SITE PLAN SUBDIVISION PLAT					
		DATE	9/17/2024				
		SURVEYED	NE				
		ENGINEERED	NA				
		DRAWN	SK				
		CHECKED	LR				
		APPROVED	LR				

</

LAYOUT: LINE TABLES:0804A -- PRINTER:PC3- DWG To PDF:pc3 -- PAGE SETUP: 24x36 PDF -- PUBLISHED: DWG VER: 241 -- PLOTTED BY: Sue Karchner
DWG NAME: S:\Projects\0804-05 650 E Hansen Townhouse Plat-3 Jackson WY\Survey\0804-05 650 E Hansen Townhouse Plat-3.dwg -- DATE/TIME: 11/26/2024 10:43:08 AM

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°58'46"E	2.50
L2	S00°01'14"W	1.50
L3	S89°58'46"E	6.00
L4	S00°01'14"W	6.50
L5	S89°58'46"E	6.42
L6	S00°01'14"W	28.58
L7	N89°58'46"W	12.42
L8	N00°01'14"E	1.50
L9	N89°58'46"W	2.50
L10	N00°01'14"E	35.08
L11	N89°58'46"W	14.92
L12	N00°01'14"E	28.58
L13	S89°58'46"E	6.42
L14	N00°01'14"E	6.50
L15	S89°58'46"E	8.50
L16	S89°58'46"E	6.42
L17	S00°01'13"W	6.50
L18	N89°45'02"W	3.08
L19	S00°01'14"W	6.12
L20	N89°45'02"W	3.08

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S00°01'14"W	17.69
L22	S00°01'14"W	4.77
L23	N00°01'14"E	8.06
L24	S89°58'46"E	12.42
L25	N00°01'14"E	8.06
L26	S89°58'46"E	17.42
L27	S00°01'14"W	9.56
L28	S00°01'14"W	4.77
L29	S89°58'46"E	3.08
L30	S00°01'14"W	6.12
L31	S89°58'46"E	3.08
L32	S00°01'14"W	17.69
L33	N00°01'14"E	6.50
L34	S89°58'46"E	6.42
L35	S89°57'53"E	14.91
L36	N00°02'07"E	26.67
L37	N89°57'53"W	14.91
L38	S00°02'07"W	3.08
L39	N89°57'53"W	14.92
L40	S00°02'07"W	26.67

LINE TABLE		
LINE #	BEARING	DISTANCE
L41	S89°57'53"E	14.92
L42	S89°57'53"E	4.09
L43	S00°02'07"W	10.33
L44	N89°57'53"W	4.09
L45	S00°02'07"W	5.60
L46	N89°45'02"W	3.16
L47	S00°14'58"W	6.17
L48	N89°57'53"W	3.14
L49	S00°02'07"W	4.55
L50	N00°02'07"E	6.00
L51	S89°57'53"E	14.91
L52	S00°02'07"W	6.00
L53	S89°57'53"E	14.92
L54	S00°02'07"W	6.00
L55	N00°02'07"E	4.56
L56	S89°58'46"E	3.08
L57	S00°01'14"W	6.17
L58	S00°02'07"W	3.08
L59	N00°02'07"E	5.60
L60	S89°57'53"E	4.08

LINE TABLE		
LINE #	BEARING	DISTANCE
L61	S00°02'07"W	10.33
L62	N89°57'53"W	4.08
L63	S89°57'53"E	38.00
L64	S00°05'15"W	42.00
L65	N00°06'53"E	42.04
L66	N00°06'53"E	42.03
L67	N00°06'53"E	42.01
L68	N00°06'53"E	42.00
L69	S89°57'53"E	9.50
L70	S89°57'53"E	9.50
L71	S89°57'53"E	9.50
L72	S89°57'53"E	9.50
L73	N00°01'14"E	1.50
L74	S89°58'46"E	14.86
L75	S00°01'14"W	38.00
L76	N89°58'46"W	14.83
L77	N00°01'14"E	1.42
L78	S89°58'46"E	0.09
L79	N00°00'58"E	35.08
L80	N89°58'46"W	0.05

LINE TABLE		
LINE #	BEARING	DISTANCE
L81	N89°58'46"W	14.92
L82	N00°01'14"E	28.52
L83	S89°58'46"E	7.00
L84	N00°01'14"E	6.56
L85	S89°58'46"E	7.91
L86	S00°01'14"W	27.18
L87	N89°45'02"W	3.17
L88	S00°01'14"W	6.12
L89	N89°45'02"W	3.17
L90	S00°01'14"W	8.06
L91	N00°01'14"E	8.06
L92	S89°58'46"E	14.83
L93	S00°01'14"W	8.06
L94	S89°58'46"E	15.00
L95	S00°01'14"W	9.48
L96	N00°01'14"E	4.73
L97	S89°58'46"E	3.08
L98	S00°01'14"W	6.17
L99	S89°58'46"E	3.08
L100	N00°01'14"E	17.62

LINE TABLE		
LINE #	BEARING	DISTANCE
L101	N00°01'14"E	6.56
L102	S89°58'46"E	7.00
L103	N89°57'53"W	14.91
L104	N00°02'07"E	26.67
L105	S89°57'53"E	14.91
L106	S00°01'54"W	26.67
L107	S89°57'53"E	14.92
L108	S00°02'07"W	26.67
L109	N89°57'53"W	14.92
L110	S89°57'53"E	4.09
L111	S00°02'07"W	10.33
L112	N89°57'53"W	4.09
L113	S00°02'07"W	5.60
L114	N89°45'02"W	3.16
L115	S00°14'58"W	6.17
L116	N89°45'02"W	3.14
L117	S00°02'07"W	4.56
L118	N00°02'07"E	6.00
L119	S89°57'53"E	14.91
L120	S00°02'07"W	6.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L121	S89°57'53"E	14.92
L122	S00°02'07"W	6.00
L123	N00°02'07"E	4.56
L124	S89°58'46"E	3.08
L125	S00°01'14"W	6.17
L126	S89°58'46"E	3.08
L127	N00°02'07"E	5.60
L128	S89°57'53"E	4.08
L129	S00°02'07"W	10.33
L130	N89°57'53"W	4.08
L131	S89°57'53"E	38.00
L132	S00°06'52"W	42.00
L133	N00°06'51"E	42.04
L134	N00°06'51"E	42.03
L135	N00°06'51"E	42.01
L136	N00°06'51"E	42.00
L137	S89°57'53"E	9.50
L138	S89°57'53"E	9.50
L139	S89°57'53"E	9.50
L140	S89°57'53"E	9.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L141	S89°58'46"E	2.50
L142	S00°01'14"W	1.50
L143	S89°58'46"E	6.00
L144	S00°01'14"W	6.50
L145	S89°58'46"E	6.42
L146	S00°01'14"W	28.58
L147	N89°58'46"W	12.42
L148	N00°01'14"E	1.50
L149	N89°58'46"W	2.50
L150	N00°01'14"E	35.08
L151	N89°58'46"W	14.92
L152	N00°01'14"E	28.58
L153	S89°58'46"E	6.42
L154	N00°01'14"E	6.50
L155	S89°58'46"E	8.50
L156	S89°58'47"E	6.42
L157	S00°01'13"W	6.50
L158	S00°01'14"W	17.69
L159	N89°45'02"W	3.08
L160	S00°01'14"W	6.12

LINE TABLE		
LINE #	BEARING	DISTANCE
L161	N89°45'02"W	3.08
L162	S00°01'14"W	4.77
L163	N00°01'14"E	8.06
L164	S89°58'46"E	12.42
L165	N00°01'14"E	8.06
L166	S89°58'46"E	17.42
L167	S00°01'14"W	9.56
L168	N00°01'14"E	4.72
L169	S89°58'46"E	3.08
L170	S00°01'14"W	6.17
L171	S89°58'46"E	3.08
L172	N00°01'14"E	17.69
L173	S00°01'14"W	6.50
L174	N89°58'46"W	6.42
L175	N89°57'53"W	14.91
L176	N00°02'07"E	26.67
L177	S89°57'53"E	14.91
L178	S00°01'54"W	26.67
L179	S89°57'53"E	14.92
L180	S00°02'07"W	26.67

LINE TABLE		
LINE #	BEARING	DISTANCE
L181	N89°45'02"W	14.92
L182	S89°57'53"E	4.08
L183	S00°02'07"W	10.33
L184	N89°57'53"W	4.08
L185	S00°02'07"W	5.60
L186	N89°45'02"W	3.16
L187	S00°14'58"W	6.17
L188	N89°45'02"W	3.14
L189	S00°02'07"W	4.56
L190	N00°02'07"E	6.00
L191	S89°57'53"E	14.91
L192	S00°02'07"W	6.00
L193	S89°57'53"E	14.92
L194	S00°02'07"W	6.00
L195	N00°02'07"E	4.56
L196	S89°58'46"E	3.08
L197	S00°01'14"W	6.17
L198	S89°58'46"E	3.08
L199	N00°02'07"E	5.60
L200	S89°57'53"E	4.08

LINE TABLE		
LINE #	BEARING	DISTANCE
L201	S00°02'07"W	10.33
L202	N89°57'53"W	4.08
L203	S89°57'53"E	38.00
L204	S00°06'52"W	42.00
L205	N00°08'06"E	42.05
L206	N00°08'06"E	42.03
L207	S89°58'46"E	42.02
L208	N00°08'06"E	42.00
L209	S89°57'53"E	9.50
L210	S89°57'53"E	9.50
L211	S89°57'53"E	9.50
L212	S89°57'53"E	9.50
L213	S89°58'46"E	14.92
L214	N00°01'14"E	28.58
L215	N89°58'46"W	6.42
L216	N00°01'14"E	6.50
L217	S00°01'14"W	8.50
L218	S00°01'14"W	35.08
L219	N89°58'46"W	2.50
L220	S00°01'14"W	1.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L221	N89°58'46"W	6.00
L222	S00°01'14"W	6.50
L223	N89°58'46"W	6.42
L224	S00°01'14"W	28.58
L225	S89°58'46"E	12.42
L226	N00°01'14"E	1.50
L227	S89°58'46"E	2.50
L228	N00°01'14"E	6.50
L229	N89°58'46"W	6.42
L230	S00°01'14"W	17.69
L231	N89°45'02"W	3.08
L232	S00°14'58"W	6.15
L233	N89°45'02"W	3.06
L234	S00°01'14"W	4.75
L235	N00°01'14"E	9.56
L236	S89°58'46"E	17.42
L237	S00°01'14"W	8.06
L238	S89°58'46"E	12.42
L239	S00°01'14"W	8.06
L240	N00°01'14"E	4.74

LINE TABLE		
LINE #	BEARING	DISTANCE
L241	S89°58'46"E	3.08
L242	S00°01'14"W	6.17
L243	S89°58'46"E	3.08
L244	N00°01'14"E	17.68
L245	S89°57'53"E	14.91
L246	N00°02'07"E	26.67
L247	N89°57'53"W	14.91
L248	N00°01'54"E	26.67
L249	S00°02'07"W	26.67
L250	S89°57'53"E	14.92
L251	N89°57'53"W	14.92
L252	S89°57'53"E	4.08
L253	S00°02'07"W	10.33
L254	N89°57'53"W	4.08
L255	S00°02'07"W	5.60
L256	N89°45'02"W	3.16
L257	S00°14'58"W	6.17
L258	N89°45'02"W	3.14
L259	S00°02'07"W	4.56
L260	S00°02'07"W	6.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L261	S89°57'53"E	14.91
L262	S00°02'07"W	6.00
L263	S89°57'53"E	14.92
L264	S00°02'07"W	6.00
L265	N00°02'07"E	4.56
L266	S89°58'46"E	3.08
L267	S00°01'14"W	6.17
L268	S89°58'46"E	3.08
L269	N00°02'07"E	5.60
L270	S89°57'53"E	4.08
L271	S00°02'07"W	10.33
L272	N89°57'53"W	4.08
L273	S89°57'53"E	38.00
L274	S00°08'06"W	42.00
L275	N00°08'08"E	42.05
L276	N00°08'08"E	42.03
L277	N00°08'08"E	42.02
L278	N00°08'08"E	42.00
L279	S89°57'53"E	9.50
L280	S89°57'53"E	9.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L281	S89°57'53"E	9.50
L282	S89°57'53"E	9.50
L283	S89°58'46"E	7.92
L284	S00°01'14"W	6.54
L285	S89°58'46"E	7.00
L286	S00°01'14"W	28.52
L287	N89°58'46"W	14.92
L288	N00°01'14"E	35.06
L289	S00°01'14"W	1.42
L290	N89°58'46"W	14.92
L291	N00°01'14"E	38.00
L292	S89°58'46"E	14.92
L293	S00°01'14"W	1.52
L294	N89°58'46"W	7.00
L295	N00°01'14"E	6.54
L296	S00°01'14"W	17.62
L297	N89°45'02"W	3.17
L298	S00°14'58"W	6.15
L299	N89°45'02"W	3.14
L300	S00°01'14"W	4.75

LINE TABLE		
LINE #	BEARING	DISTANCE
L301	N00°01'14"E	9.48
L302	S89°58'46"E	14.92
L303	N00°01'14"E	8.06
L304	S89°58'46"E	14.92
L305	S00°01'14"W	8.06
L306	N00°01'14"E	4.66
L307	S89°58'46"E	3.08
L308	S00°01'14"W	6.17
L309	S89°58'46"E	3.08
L310	N00°01'14"E	27.18
L311	N89°57'53"W	14.92
L312	N00°02'07"E	26.67
L313	S89°57'53"E	14.92
L314	N00°02'07"E	26.67
L315	S89°57'53"E	14.92
L316	S00°02'07"W	26.67
L317	N89°57'53"W	14.91
L318	S89°57'53"E	4.08
L319	S00°02'07"W	10.33
L320	N89°57'53"W	4.08

DEED RESTRICTION

The Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the “Declarant”) hereby executes this Deed Restriction (this “Restriction”) to be effective as of the date this instrument is recorded in the Office of the Clerk of Teton County, Wyoming (the “Effective Date”).

RECITALS

WHEREAS, Declarant owns that certain real property legally described as Lot [REDACTED] of the Hansen Corner Addition to the Town of Jackson, according to that plat recorded in the land records of Teton County, Wyoming as Plat No. ____ (the “Property”), and as of the Effective Date the Declarant is constructing an affordable residential home on the Property;

WHEREAS, Declarant’s subdivision of the Property was approved in accordance with Section 2.2.6.E.1 and Section 2.2.6.E.3 of the Town of Jackson Land Development Regulations (“LDRs”), which provide as follows:

Detached Dwelling, Attached Dwelling, Apartment, or ARU. No more than three units of any combination are permitted on the lot, except that four units are permitted on the lot if 100 percent of the units are permanently deed restricted with a deed restriction approved by Jackson/Teton County Housing Department or administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area;

Condominium or Townhouse. Condominium or townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The restriction must permanently restrict use and occupancy of each dwelling unit to households that work locally and occupy the unit as their primary residence. If three or four units are built on the site or lot, an additional 600 square foot above-ground floor area shall be granted;

WHEREAS, the Town of Jackson’s condition of approval for issuing a Certificate of Occupancy for the Property states that: “6 - DEED RESTRICTIONS - A deed restriction shall be recorded against the property;”

WHEREAS, the Declarant is recognized under the LDRs as an approved provider of affordable workforce housing, and the LDRs provide that a residential unit subject to a deed restriction administered by the Declarant is exempt from the affordable workforce housing standards of Division 6.3 of the LDRs; and

WHEREAS, the Declarant desires to permanently deed restrict the use and occupancy of the Property in accordance with the LDRs to comply with the above-described condition of approval.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if set forth in their entirety below, Declarant hereby declares that the Property shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions and

restrictions hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest in the Property and inure to the benefit of each owner of any part thereof:

1. **Use and Occupancy Restriction.** The use and occupancy of the Property is hereby permanently restricted to households that are determined by the Declarant to work locally and occupy the Property as their primary residence (the “Eligible Households”). The Eligible Households will be determined by the Declarant in its sole discretion based upon the policies, procedures, and guidelines of the Declarant.

2. **Real Covenants.** All covenants, conditions, and restrictions granted, created, reserved or declared by this Declaration shall be covenants appurtenant to the Property, running with the land and binding upon all parties owning any right, title and interest in the Property or any part thereof and their heirs, successors and assigns. Declarant, as the current owner of fee simple title to the Property, expressly intends to and by the recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject the Property to the provisions of this Declaration.

3. **Duration.** The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect in perpetuity.

4. **Construction.** Any recitals in this Declaration are represented to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue for any disagreement hereunder is in Teton County, Wyoming.

5. **Severability.** If one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. **Rights of Permitted Mortgagee.** No owner or lessee of the Property may mortgage, refinance, lien or encumber the Property without the prior written approval of the Declarant. In the event of foreclosure sale by the holder of any mortgage, refinance, lien or encumbrance approved by the Declarant (a “Permitted Mortgagee”) or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure on the Property, at the election of the Permitted Mortgagee the provisions of this Restriction shall be vacated and thereupon shall be of no further force or effect as to only so much of the Property so foreclosed upon or transferred.

DECLARANT:

The Jackson Hole Community Housing Trust,
a Wyoming nonprofit corporation

By: _____
Anne Cresswell, Executive Director

STATE OF WYOMING)
) ss:
COUNTY OF TETON)

On this ____ day of _____, 202_, before me personally appeared Anne Cresswell to me personally known, who, being by me duly sworn, did say that she is the Executive Director of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the foregoing instrument is the free act and deed of the corporation.

Notary Public

My commission expires:

SCOPING STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Scoping Report on Affordable Non-residential Floor Area	Public Comment:	No

Purpose & Policy Considerations.

Town Council voted for staff to draft a scoping report about the time and staff capacity it will take to research methods of creating affordable non-residential space in every new or significantly remodeled commercial development in the Town of Jackson.

Requested Action.

Please consider this item in tandem with Council's calendar and priority list to determine how much time, if any, staff should spend on researching affordable non-residential space.

Recommendations.

Staff recommend this item be added to the list of potential Work Plan projects to be reviewed by the Council at its annual retreat in February, 2026.

Background.

At its September 16, 2024, meeting, Town Council voted for staff to draft a Scoping Report examining possible methods for creating affordable non-residential space in every new or significantly remodeled commercial development in the Town of Jackson.

Key Policy Questions.

Question #1: Does Council want to proceed with research related to affordable non-residential floor area and if so, what other priority(s) will need to be delayed, deferred, or replaced?

Question #2: Does Council want to expand current research focus of commercial development to include research into Accessory Uses in residential zones?

Analysis.

The selected topic for this scoping report is broad. It is staff's general understanding that some Council members may be concerned that "gentrification" of commercial space is significantly diminishing opportunities for local and local-serving enterprises to survive, much less thrive, in the Town. If this is correct, then presumably the Council would be interested in investigating zoning tools and possibly non-zoning tools (building/fire codes, economic development strategies, community land trusts, etc.) to address this issue. Some of these options would likely be beyond the scope and expertise of what the Planning Department does.

Staff note too that any decision to move forward with this item would require significant clarification of the goals and outcomes desired. This issue is more complex than it may seem at first glance. For instance, what types of businesses or activity do we want to encourage? Local businesses? Small businesses? Local-serving

businesses? Non-profit creative spaces (artists)? The issue is that these categories are not always distinct and can overlap in sometimes contradictory ways. For example, a business might be locally-owned but serve primarily non-local clientele (high-end jewelry or boutique clothing store), or might be a national chain but service local needs (TJ Maxx, Target); or might be “small” (employs less than 5 - 10 people) but exclusively serves clients in other parts of the country or world (financial services firm) and so has little connection or direct contribution to the community. Thus, depending on your perspective, “local” and “small” may not always be good and “chain” may not always be bad. Each local economy and community is different and so must be the approach for identifying the problems and solutions. For this reason, if this effort moves forward, staff would need to gain a better understanding of not only the Council’s specific goals but the business needs and affordability issues facing businesses in the Town of Jackson. This might include, for example, conducting a survey of local stakeholders, business owners, art and cultural resources leaders, property owners, real estate firms, and business organizations like the Chamber of Commerce.

Nevertheless, staff is aware of this general issue and notes that recent commercial redevelopment in Town has often resulted in decreased opportunities for smaller, local businesses by demolishing older and typically more affordable commercial spaces and replacing them with larger, more expensive spaces (both commercial and residential). In general, communities with a diversity of uses, unit sizes, and structure ages tend to offer the greatest opportunities for commercial ownership that can lead to increased affordability for entrepreneurs and creative types. In turn, greater affordability can increase the number of businesses owned by people of color, women, and other minority groups within an area.

For purposes of the Council’s discussion, staff conducted preliminary research into how some other communities are trying to promote smaller, local businesses and artistic/cultural spaces in the face of market barriers. While a few communities have adopted some sort of mandatory program, most seem to use incentive programs that allows the landowner to voluntarily choose to use the incentive or not. Below are a few examples of actual programs adopted around the country:

Park City, UT

- Within Historic Recreation District and Historic Commercial District (i.e. area arguably equivalent to Jackson Town Square but larger), no more than seven (7) Conventional Chain Businesses are permitted in Storefront Properties per district.

Boston, MA

- Increased FAR if the following uses are provided at ground level: Neighborhood Businesses, On-Site Child Care Facilities, Community Service Organizations, Community Health Centers or Clinics, Substantially Rehabilitated Theaters, Temporary Housing Shelters, and Nonprofit Cultural Uses.

San Francisco, CA

- Established Legacy Business Historic Preservation Fund that provides financial assistance / grants to landmark businesses.
- Formulaic [“chain”] business ordinance: Requires that any business with more than 11 locations worldwide apply for a special use permit. Approval criteria include how many similar businesses in area, whether applicant would “add” something the neighborhood doesn’t already have.

NYC

- Certain districts (ex: upper west side) limit linear store frontage of certain uses. Spurred from too many ground floor banking businesses which did not adequately activate/add interest to pedestrian zone.

Austin, TX

- A few articles mention “set aside” incentives to include floor area dedicated to locally owned businesses or for certain portion of structure to be commercial condo. However, we have not found the code language for it directly in City of Austin LDRS/LMC. As far as we can tell this is accomplished via development agreements.

Bellevue, WA

- Bonus incentives for offering below market leases to “qualified business.”

Redmond, WA

- Floor area and height bonuses for dedicated local commercial or affordable commercial.

Portland, OR

- Floor area and height bonuses for development that provides a public or community benefit. (i.e. cultural or art floor area).

Estimated Time and Cost for Staff Resources

The following table provides rough estimates for staff resources to accomplish a variety of options to address affordability of commercial space through changes to the LDRs.

Project	Staff time / Project time	Cost	Council Meetings
New program to require affordable commercial space as part of new projects (similar to our housing mitigation program)	200 - 400 hrs / 2 - 3 years	\$200K - \$400K (consultant)	7 - 9
Amend LDRs to create incentives (e.g., extra FAR, mitigation exemptions,) for inclusion of small or incubator space for business start-ups in new and redevelopment projects.	75 - 100 hrs / 8 months - 1 year	Staff time only (no consultants)	5 - 7
Amend LDRs to remove existing barriers to small businesses and/or retain existing, older commercial spaces (e.g., relax nonconforming regs, eliminate housing mitigation credits, allow more office/residential zoning). Could combine this with creating incentives.	75 - 100 hrs / 8 months - 1 year	Staff time only (no consultants)	5 - 7
Amend LDRs to prohibit formula (chain) restaurants and/or retail stores	100 - 150 hrs / 1 - 2 years	\$20K - \$50K (consultant)	6 - 8

Amend LDRs to adopt set-aside requirements or incentives specifically for certain Town-owned projects	50 – 100 hrs / 8 months – 1 year	Staff time only (no consultants)	5 - 7
--	--	----------------------------------	-------

Fiscal Impact.

As shown above in the table, staff estimates that the cost to research, draft, and present LDR changes supportive of affordable non-residential floor area depends greatly on the scope of the project but could range from \$0 - \$400,000. This estimate includes the potential cost of hiring a consultant, conducting and analyzing surveys, and public communication.

Staff Impact.

As shown above in the table, staff estimates that the number of staff hours (Planning staff and Town Attorney mostly) to research, draft, and present LDR changes supportive of affordable non-residential floor area depends greatly on the scope of the project but would range from 50 – 400 hours.

Town Council will set its priorities for the next two years at the upcoming Council retreat tentatively scheduled for February 2025. If Council wants to move forward with research and action on this item, it will need to consider delaying, deferring, or replacing other already agreed upon priorities.

Staff spent approximately 12 hours preparing this research, staff report, and presentation.

Attachments or Links.

None.

Suggested Motion.

I move to direct staff to place this item on the PI list for future consideration.

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Jackson Hole Fire/EMS	Presenter:	Raymond Lane
Agenda Item:	Resolution 24-26 for Wildland Urban Interface Boundary	Public Comment:	Yes

Purpose & Policy Considerations.

Adoption of the building and fire code editions and amendments, including the voluntary International Wildland Urban Interface Code (IWUIC) and its applicable boundary – is the responsibility of Town Council.

Requested Action.

The Town/Teton County Joint Fire Marshal requests that Council adopt the proposed amended Wildland Urban Interface (WUI) boundary.

Recommendations.

The Town/Teton County Joint Fire Marshal recommends the Town Council approve the amended WUI boundary and Resolution 24-26 as proposed.

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.

At the December 2, 2024, the Town Council approved all Title 15 – including the voluntary WUI code – ordinances at second reading. Ordinance AC addresses changes to Title 15 Chapter 15.08 specific to the WUI code.

In order to adopt the expanded WUI boundary, which will now include the entire area within the corporate boundary of the Town of Jackson, a resolution is needed 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 scheduled for this evening, December 16, 2024.

Analysis & Key Questions.

The purpose of the IWUIC is to establish minimum regulations consistent with nationally recognized good practices for the safeguarding of life and property protection. The IWUIC supplements the Building Code and Fire Code to provide for special regulations to mitigate the fire and life safety hazards of wildland-urban interface areas. Adoption of a WUI map boundary serves as a visual representation of the area subject to that code and is helpful to inform property owners and other stakeholders of that boundary.

The Fire Marshal shall re-evaluate and recommend modifications to the WUI in accordance with Section 302.1 on a 3-year basis or more frequently as deemed necessary.

Alternatives.

- Council could not approve the proposed amended WUI boundary and would subsequently need to modify WUI Ordinance AC accordingly.
- Council could modify the amended WUI boundary and would subsequently need to modify WUI Ordinance AC accordingly.

Comprehensive Plan & Priority Alignment.

Policy 3.4.F: Protect development against wildfire

Fiscal Impact.

None identified.

Staff Impact.

The Building Department and JH Fire/EMS have invested considerable short-term 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.

The long-term staff impact on staff time and resources of adopting the WUI boundary will be additional review time on building permits for the Building Department and JH Fire/EMS to review building permits and conduct inspections.

Attachments or Links.

Resolution 24-26

Suggested Motion.

I move to approve Resolution 24-26, rescinding the previous WUI boundary and adopting the Town of Jackson WUI boundary as amended.

RESOLUTION 24-26

A RESOLUTION DECLARING THAT THE WILDLAND URBAN INTERFACE AREA INCLUDES THE ENTIRE TOWN OF JACKSON, WYOMING

WHEREAS, the Town of Jackson, Wyoming has adopted the 2024 Edition of the International Wildland-Urban Interface Code (IWUIC), as promulgated by the International Code Council, Inc.; and

WHEREAS, the provisions of the IWUIC apply to construction, alteration, movement, repair, maintenance, and use of any building, structure or premises within the wildland-urban interface areas; and

WHEREAS, the purpose of the IWUIC is to establish minimum regulations consistent with nationally recognized good practices for the safeguarding of life and property protection. The IWUIC supplements the Building Code and Fire Code to provide for special regulations to mitigate the fire and life-safety hazards of wildland-urban interface areas; and

WHEREAS, the Fire Marshal, Teton Area Wildfire Fire Protection Coalition and the Jackson Hole Fire/EMS Department have requested that the wildland-urban interface areas be expanded to include all of Teton County, Wyoming, including the entire corporate limits of the Town of Jackson; and

WHEREAS, pursuant to Section 302.1 Declaration of the 2024 International Wildland-Urban Interface Code, the Town Council of the Town of Jackson shall declare the wildland-urban interface areas within the Town and the declaration shall be based on the findings of facts, which are attached hereto as **Exhibit A**; and

WHEREAS, the Fire Marshal shall re-evaluate and recommend modifications to the wildland-urban interface in accordance with Section 302.1 on a 3-year basis or more frequently as deemed necessary.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Jackson, Wyoming declares the Wildland-Urban Interface Area includes all of the corporate limits of the Town of Jackson, as those limits may be amended, and shall be effective on January 1, 2025.

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

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town Clerk



JACKSON HOLE FIRE / EMS

40 East Pearl Avenue
PO Box 901
Jackson, WY 83001

EXHIBIT 1: FINDINGS

Jackson Hole Fire / EMS has determined that critical climatic, topographic, geological, and construction features exist in Teton County, Wyoming, within which is the Town of Jackson. Emergency services planning, response, and recovery will be impacted by these features. The adoption of the Wildland Urban Interface boundary is recommended to facilitate mitigation and reduce the impact of wildfire to those features.

FINDING 1

Teton County and the Town of Jackson have experienced significant growth and development since the adoption of the previous Wildland Urban Interface boundary. This growth has created an increased potential for loss of life and structures in the event of a wildfire.

FINDING 2

The United States Forest Service considers Teton County at a higher risk from wildfire than 88% of other counties in the Country. (*Wildfire Risk To Communities*.

<https://wildfirerisk.org/explore/overview/56/56039/>)

FINDING 3

Since the adoption of the previous Wildland Urban Interface boundary, there has been an increase in development and construction which has resulted in a greater risk of wildfire spread, structure-to-structure ignition, and ember cast ignition.

FINDING 4

A large percentage of the existing buildings in Teton County and the Town of Jackson have wood shake/shingle roof coverings. This roof type is extremely vulnerable to ignition during a wildfire.

FINDING 5

Fire behavior modeling, conducted in support of the 2024 Community Wildfire Protection Plan update, validates that the potential for fire spread and ember generation in Teton County and the Town of Jackson is significant.

FINDING 6

Teton County has defined the Wildland Urban Interface as “the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels”. This description technically refers to the areas where communities, structures, critical infrastructure, essential resources, and values at risk encroach onto wildfire-prone landscapes and vegetation. In Teton County and the Town of Jackson, lands and communities adjacent to the Wildland Urban Interface can be impacted by flame fronts and/or firebrands during a wildfire.

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Resolution 24-27: Repealing Resolution Referenced in Jackson Municipal Code Update: Title 7, Animals	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and approve Resolution 24-27, which repeals Resolution 99-04 that was associated with Code provisions of Title 7 and are not necessary because of the comprehensive update of Title 7.

Requested Action.

Staff request the Council review and approve Resolution 24-27.

Recommendations.

Staff recommend the Council review and approve Resolution 24-27.

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</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.

The key policy questions associated with this item were discussed and resolved previously.

Possible Alternatives.

Not applicable.

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.

There is no fiscal impact associated with these repeals.

However, for clarity's sake, Resolution 99-04 concerned fees at the Jackson/Teton County Animal Shelter; repealing it ensures the Town's Master Fee Schedule controls all the fees associated with the Jackson/Teton County Animal Shelter (since that Fee Schedule is adopted by Council annually).

Staff Impact.

The staff impact of repealing this resolution has been included in the numbers provided in staff reports associated with the entire update. The impact of repealing the resolutions is generally minimal, comprising approximately 2 hours of the Legal Department's total time on this project.

Attachments or Links.

- Resolution 24-27

Suggested Motion.

I move to approve Resolution 24-27, A Resolution Repealing Resolution 09-04.

RESOLUTION 24 - 27

A RESOLUTION REPEALING RESOLUTION NO. 09-04

WHEREAS, in 2009 the Town of Jackson Town Council updated animal adoption fees set forth in Title 7 of the Jackson Municipal Code; and

WHEREAS, the Town of Jackson Town Council, in executing such update, included therewith Resolution No. 09-04;

WHEREAS, the Town of Jackson Town Council, in an effort to maintain a current Municipal Code relevant to the times, is updating Title 7 of the Jackson Municipal Code, and therefore is simultaneously repealing Resolution No. 09-04.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on December 16, 2024, at a Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

Resolution No. 09-04 is hereby repealed.

DATED THIS ____ DAY OF DECEMBER, 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Kelly Thompson
Agenda Item:	Resolution 24-28 - Fee Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization through the fee schedule resolution.

Requested Action.

Staff requests that Council adopt the proposed amended fee schedule.

Recommendations.

Staff recommends the Town Council adopt the amended fee schedule as proposed.

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. Town Council held a fee schedule public hearing on December 2, 2024 for the proposed changes.

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 \$0.00 to \$10,000 per 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 24-28
Appendix A: Fee Schedule

Suggested Motion.

I move to approve Resolution 24-28, rescinding all previous fee schedules and adopting the Town of Jackson Fee Schedule.

RESOLUTION 24-28

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 24-28, 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

**RESOLUTION 24-28, 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 16, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Third Reading of Changes to Title 16 Housing Ordinance	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council ("Council") will hold the Third Reading of changes to the Housing Department Rules and Regulations. The Housing Department Rules and Regulations govern Housing Department programs.

Requested Action.

Council is asked to conduct the Third Reading of changes to Title 16 of the Municipal Code concerning Housing Department Rules and Regulations that govern Housing Department programs.

Recommendations.

Staff recommend approval of the changes to Title 16 of the Municipal Code concerning Housing Department Rules and Regulations. These changes have been discussed at four Joint Meetings and include all changes requested by Council and Board.

Background.

In June of 2018, Council and Board adopted the Jackson/Teton County Housing Department Rules and Regulations. Staff bring proposed changes to the Council and Board bi-annually for approval.

On [August 5, 2024](#), Council and Board identified a list of topics to be analyzed by staff and discussed at the bi-annual Rules and Regulations Update.

On August 20, 2024, the Housing Authority Board considered changes to the Rules and Regulations and provided recommendations to Council and Board.

On [September 9 and continued to September 23, 2024](#); Council and Board considered the list of topics and directed staff to make changes to the Rules and Regulations. The redlined document, showing Ordinances H through P, is attached, which shows the details of each change.

The changes are as follows:

1. Allow self-employed individuals to use hours worked for local clients to meet the employment standards. These hours can be combined with other hours working for a local business.
2. Add an asset limit for Affordable rental units that is equal to the Affordable ownership asset limit.
3. Add 120-160% income range to the Affordable Housing Program.
4. Allow retirees to qualify for rental units if they have met the employment requirements for a minimum of ten years immediately prior to retiring.
5. Allow CWC Jackson students to qualify for housing if they meet the following criteria:
 - a. Students must be enrolled a minimum of $\frac{3}{4}$ time or 9 credit hours.
 - b. Hours enrolled along with hours for study will be included for meeting the employment criteria.
6. Allow ownership of vacant residential land with a maximum size of 1 acre.
7. Require parents to have physical custody rights of children to count them as part of their household.

8. Change the rule prohibiting ownership of residential real estate within 150 miles of Teton County to within 75 miles driving distance from the Town of Jackson.
9. The Housing Department will require a one-time application fee to begin the process of applying for the housing program.
10. Add penalties for the following:
 - a. Falsifying an application: 5-year ban from eligibility to apply.
 - b. Eviction from a rental: Permanent ban from eligibility to apply.
 - c. Forced sale of ownership unit: Permanent ban from eligibility to apply
11. Change the language concerning transferring a restricted ownership unit upon death of an owner to allow properties to be transferred through a Transfer on Death Deed, which eliminates the home from going through probate. Transfers to minor children will require they have a legal guardian who will reside in the home with them until they reach the age of 18 at which time, they will need to qualify to keep the home.
12. To change restrictions on Workforce units the following rules will apply:
 - a. Prior to the initial sale of a unit, the owner can decide if they want to restrict the unit as Ownership or Rental.
 - b. If the unit has already been sold and restricted as a rental unit, it can be changed to an ownership unit because rental units do not have an appreciation cap so conversion to ownership would be changing from less restrictive to more restrictive.
 - c. If the unit has already been sold and restricted as an Ownership unit, it will be subject to an appreciation cap, so it cannot be converted to a Rental restriction because it would lose the intentional long term affordability component. The unit cannot be changed from a more restrictive to a less restrictive.
 - d. An administrative fee will be incorporated into the Housing Department Fee Schedule to account for staff time processing these requests.
13. Add a rental rate policy for owners who have paid off their home.
14. Require owners of rental units to submit the name and contact information of a “responsible party” to the Housing Department who will be held responsible for compliance on the unit.
15. Add a policy for master leasing of restricted unit as follows:
 - a. Prior to execution, master leases must be approved by the Housing Department and include the responsible party for compliance and a termination for non-compliance clause.
 - b. Master Lessee must attend a Compliance Conference with the Housing department to ensure they understand the restriction on the unit and the compliance process.
16. Add language concerning entities allowed to purchase restricted rental units to ensure shell companies are not being created to elude the rules.
17. Make the rule concerning HOA dues in developments that have a mix of restricted and market units retroactive – *this item has been removed.*
18. Update the summary descriptions of Housing Department Programs.
19. Add the rules for Rental Units owned by a Private Entity that were formerly contained in the Special Restrictions, which now refer to the Rules and Regulations.
20. Clarify the Hearing Process for the Housing Authority Board
21. Clarify the Multiple Defaults rule.
22. Add a definition of “Rent”.
23. Add a definition of “Owner”.
24. Add a definition of “Fee Schedule”.
25. Add a definition of “Volunteer Hours”.
26. Add a definition of “Qualified Household”.
27. Add a definition of “Physical Custody Rights”.

On [October 7, 2024](#), Council directed staff to prepare Ordinances with the above changes for three Readings. The Board directed staff to release the Jackson/Teton County Housing Department Rules and Regulations with the above changes for a 45-day public comment period.

Analysis.

Extensive analysis for each potential change has been provided to Council and Board and is attached as part of the past staff reports.

Possible Alternatives.

If the Council does not approve the changes, the Housing Rules and Regulations will remain the same as currently adopted. This could result in two sets of Housing Rules and Regulations: one for Town and one for County.

Comprehensive Plan & Priority Alignment.

Common value 3, Section 5 is to ensure a variety of workforce housing opportunities so that at least 65% of those employed locally also live locally. The Housing Department Rules and Regulations govern the workforce housing to ensure that the units are being used as the community intends.

Housing Action Plan – The Housing Rules and Regulations annual update aligns with Chapter 3 of the Housing Action Plan *Housing Management Plan*, which requires the Housing Manager to revise existing Rules into a unified set of rules that address: standards and processes for enforcement and monitoring of restrictions; maintenance and improvement of restricted housing units; minimum requirements for new restricted units; and minimum standards of livability for existing units to be adopted by the Town Council and the Board of County Commissioners.

Fiscal Impact.

N/A

Staff Impact.

Tracking, reviewing, and keeping notes on needed or potential changes to the Housing Rules and Regulations has taken approximately 30 hours of both Town and County Legal staff time and 200 hours of Housing staff time.

Attachments or Links.

- [August 5, 2024 staff report](#)
- [September 9 and 23rd, 2024 staff report](#)
- [October 7, 2024 staff report](#)
- Ordinances I, J, K, L, M, N, O, P, and Q

Suggested Motion.

I move to approve Ordinances I, J, K, L, M, N, O, AA, and AB on third reading and designate them Ordinances 1407 through 1415, respectively.

ORDINANCE I

AN ORDINANCE AMENDING SECTION 16.10.000, INTRODUCTION, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.000 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.000 - Introduction

A. . . .

B. *Summary of Housing Programs.*

1. . . .

2. *Affordable.* ~~These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs).~~ The Affordable housing program has income and asset requirements based on four income ranges: 0-50% Median Family Income (MFI), 50-80% MFI, 80-120% MFI, and 120-160% MFI. The program is divided into "Affordable Ownership" and "Affordable Rental," and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit, and the Household must meet the Employment Requirement. No ownership of other residential real estate is allowed within ~~1.750~~ miles driving distance of ~~the Town of Jackson~~ Teton County is allowed. ~~The o~~ Owners must physically occupy the units a minimum of ten months each year. Tenants must physically occupy the units a minimum of 80 percent of their lease term (minimum lease term is six months). Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and nonownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index not to exceed 3% annually. ~~Units with three or four bedrooms may be restricted as dormitories if they are allowed by the LDRs in the proposed location, meet the definition of dormitory in these Rules and Regulations, and comply with the Livability Standards.~~

3. *Attainable.* These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate is allowed within ~~1.750~~ miles driving distance of ~~the Town of Jackson~~ Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of nine months each year. No requalification or future documentation will be required after purchase of the unit.

4. *Employee.* These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not

restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County's policy direction in 2017, which aligns with the Comprehensive Plan's goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums and sold to private entities but must be used as rental units as required by their Restriction in perpetuity. Employee units developed after June 4, 2018, will be part of the "Affordable Rental" program. To qualify to rent these units, household income must be within the relative income range for the unit. Households must meet the full-time employment requirement outlined in the Housing Unit's Special Restriction. No ownership of other residential real estate is allowed within ~~1750~~ miles driving distance of the Town of Jackson of Teton County is allowed. Owners will be required to report annually and provide tenant information to the Housing Department pursuant to the Housing Department's request for information. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.

5. Employment-Based. This is a program that the Town of Jackson initiated to create restricted ownership units for sale to Households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town's LDRs. Employment-Based units developed after June 4, 2018, will be part of the "Workforce Ownership" program. To qualify to purchase these units, at least one person in the Household must be employed at a Local Business for a minimum of 1,560 hours per year. They may not own residential real estate within 75 miles driving distance of the Town of Jackson. A minimum of 75% of the Household's income must be earned from a Local Business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.
6. Workforce Housing Programs. The Workforce Housing program requires households earn at least 75% of their household income from a Local Business and meet Employment Requirements, but there is no maximum income or asset limit. Households may not own other residential real estate within 75 miles driving distance of the Town of Jackson, Wyoming. The Workforce program is divided into "Workforce Rental" units and "Workforce Ownership" units. There is no cap on the initial sales price. Once an ownership unit is sold, the maximum resale price is restricted to CPI not to exceed 3% annually. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Units must be occupied a minimum of 10 months per year. Owners and tenants are required to re-qualify annually. This program is divided into "Workforce Rental" units and "Workforce Ownership" units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. Households may not own other residential real estate within 150 miles of Teton County, and the Household must meet the Employment Requirement. There is no cap on the original purchase price. Once a unit is sold or rented, the maximum resale price or rental rate is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Owners and tenants will be required to re-qualify annually.

C. *Special restrictions.*

Deed Restrictions, July 2021

	Affordable Ownership	Affordable Rental	ARU	Workforce Ownership	Workforce Rental
Applicability	All nonexempt residential or commercial development	All nonexempt residential or commercial development	Nonresidential ARUs	Workforce Housing FAR Bonus, Section 7.8.4; nonexempt	Workforce Housing FAR Bonus, Section 7.8.4; nonexempt

				residential or commercial	residential or commercial
Rent/Own	Own	Rent (no owner occupancy)	Rent	Own or Rent a room	Rent (no owner occupancy)
Income/Asset Restrictions	Based on income ranges and Asset limits associated with each	Based on income ranges and Asset limits associated with each	75% Household Income earned locally	75% Household Income earned locally	75% Household Income earned locally
Owner of Real Estate	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles	Not within 75 miles driving distance of 450 miles
Income Ranges	0—50%, 50—80%, 80—120% 120% - 160% of Median Family Income	0—50%, 50—80%, 80—120% 120% - 160% of Median Family Income	None	None	None
Income Limit for Tenant Qualification	N/A	<50%, <80%, <120% MFI	75% of Household Income earned locally	75% of Household Income earned locally	75% of Household Income earned locally
Teton County, WY Employment	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year
Residency Requirement	U.S. Citizen, Lawful Permanent Resident or DACA Recipient	None	None	U.S. Citizen, Lawful Permanent Resident or DACA Recipient	None
Occupancy Requirement	10 months/yr	Minimum 80% of lease term	Minimum 80% of lease term	10 months/yr, Minimum 80% of lease term if rental	Minimum 80% of lease term
Vacancy Requirement	N/A	No more than 60 days	No more than 60 days	No more than 60 days	No more than 60 days
Household Qualification	At time of purchase and must continue to be employed full-time until household reaches retirement age	Continuous	Continuous	Continuous until household reaches retirement age	Continuous
Appreciation Restrictions	CPI with max. 3% per year compounded	No measured appreciation	No measured appreciation	CPI with max. 3% per year compounded	No measured appreciation
Sales Process	Weighted Drawing	By Owner	By Owner	Weighted Drawing after initial sale	By Owner
Rental Rate	N/A	Max. 30% of low end of income range	None	None	None
Rental Term	N/A	Not less than 6 months	Not less than 6 months	Approval by Housing Department	Not less than 6 months
Incentive	N/A	N/A	FAR exempt	2:1 Workforce Housing FAR Bonus, Section 7.8.4	2:1 Workforce Housing FAR Bonus, Section 7.8.4
Requirement	According to LDR 6.3 - must record a restriction on the unit	According to LDR 6.3 - must record a restriction on the unit	According to LDR 6.1.11.B.3.b - must record a restriction. Nonresidential only	According to LDR 6.3. Must record a restriction on all required and bonus Workforce units	According to LDR 6.3. Must record a restriction on all required and bonus Workforce units

(Ord. _____ § ____, 2024; Ord. 1325 § I, 2022; Ord. 1289 § 1, 2021; Ord. 1259 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE J

AN ORDINANCE AMENDING SECTION 16.10.200, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.200 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.200 Housing development standards and procedures.

A. . . .

B. . . .

1. . . .

2. . . .

a. . . .

b. . . .

c. . . .

d. . . .

e. . . .

i. . . .

ii. . . .

a) . . .

b) . . .

c) . . .

d) . . .

e) . . .

f) . . .

g) Modification/amendment [to Housing Department Template](#). The Developer shall not make modifications to the special restrictions with the Exception that when an alternate Housing Program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Commissioners. The Developer or owner may be responsible for any legal costs to amend a Restrictive Covenant.

h) Amendment and Restatement to Existing Restrictions. The restrictions on a restricted housing unit may be amended and restated as long as the amendment and restatement is more restrictive. The amendment and restatement may not be less restrictive.

i. Workforce Units: At time of the initial sale of a unit, the owner is allowed to decide if they want to restrict the unit as Ownership or Rental (unless another type of development agreement is already in place). For subsequent sales, the restriction can be amended and restated to designate the unit as an ownership unit. It may not be amended and restated to designate the unit as a rental unit.

j) Responsible Party. Owners of restricted housing units are required to provide a Notice of Responsible Party to the Housing Department upon signing Special Restrictions. The Notice of Responsible Party shall include the Owner's contact information and the contact information for the party responsible for management of the unit. The Notice of Responsible Party must be updated immediately upon any changes to the responsible party, ownership or management of the unit.

...

(Ord. § , 2024; Ord. 1328, § 1, 2022; Ord. 1327 § 1, 2022; Ord. 1326 § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE K

AN ORDINANCE AMENDING SECTION 16.10.300, QUALIFICATION AND ELIGIBILITY, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.300 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.300 Qualification and eligibility.

- A. *General descriptions.* Each Housing Program described in these Housing Department Rules and Regulations is evaluated on two levels to determine the requirements of occupants and/or owners to purchase and/or occupy the housing unit in question; the two levels of evaluation are herein referred to as qualification and eligibility. [Where rules for purchasing can be applied to tenants, the Housing Department will apply the same rules to both purchasing and renting.](#)

...

B. . . .

1. . . .

a. . . .

i. *Self-employed.* If self-employed [for a business with fewer than two employees](#), the business must meet the definition of a Local Business. Second, the number of work hours must be documented to substantiate meeting the Employment Requirement. [Notwithstanding the foregoing, if the business does not have a minimum of 75% of clients who are physically located in Teton County, the business can provide documentation of hours worked only for the clients who are physically located in Teton County. Verified local hours working self-employed may be combined with other verified local employment to meet the eligibility requirement of 1,560 hours per year.](#) Since self-employment is often unique, different methods of verification may be used; however, a log of hours is required. Other methods may include verification from vendors, employees, or other applicable methods. [All verification documents must be to the satisfaction of the Housing Department.](#)

b. *Employment exemptions.*

i. . . .

ii. [Retirement.](#) Individuals who have reached the Age of Retirement and can verify to the satisfaction of the Housing Department that they have met the Employment Requirement for ten consecutive years immediately prior to retirement are eligible to apply for Affordable Rental Housing. All other qualification criteria apply.

iii. [CWC-Jackson Student.](#) Students attending CWC-Jackson studying as a $\frac{3}{4}$ time student (a minimum of 9 credit hours per semester) may use actual class hours plus Study Hours as defined by these Housing Rules and Regulations combined with hours of Employment with a Qualified Local Business for Housing Department Program eligibility. Combined hours must equal 1,560 hours.

~~iv.~~ . . .

~~viii.~~ . . .

~~iv.~~ . . .

2. . . .

3. . . .

4. . . .

5. . . .

C. . . .

1. . . .

a. . . .

i. *Affordable and affordable rental.*

Legacy units developed prior to 2018 adoption of housing mitigation standards:

0—80%

Category 1

80—100%	Category 2
100—120%	Category 3
120—140%	Category 4
140—175%	Category 5
175—200%	Category 6

Rental units developed after 2018 adoption of housing mitigation standards:

0—50%

50—80%

80—120%

[120% - 160%](#)

[Workforce Housing – No income range/limits](#)

[≥120%](#)

Ownership units developed after 2018 adoption of housing mitigation standards:

50—80%

80—120%

[120% - 160%](#)

[Workforce Housing – No income range/limits](#)

[≥120%](#)

ii. . . .

iii. . . .

iv. . . .

v. . . .

vi. . . .

b. . . .

i. . . .

ii. . . .

a) . . .

b) . . .

c) . . .

[d\) *Housing Department Discretion:*](#)

[1\) The Housing Department will use its discretion when calculating business income as unique situations arise from time to time. In unique situations, the Housing Department may need to deviate from the above methods. Deviations from the above method include but are not limited to the following:](#)

[I. If a business is in operation while its owner is also working full-time as a W-2 employee for another organization but has since](#)

terminated the W-2 employment, that year(s) will not be included in the average.

II. Independent contractors who are contracted for one organization may be required to submit an Affidavit of Employment.

iii. *Household members.* All individuals who are intending to occupy the unit must be included on the application. All adults who will be occupying the unit must include income and assets on the application except children of intended members of the Household that are under the age of 25 and Attending College. For Affordable units, adults not listed on the application may not reside in the unit within the first year and may not reside in the restricted unit thereafter without prior approval from the Housing Department. For Workforce units, additional adults may reside in the unit at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupants signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on an ownership unit or signing a lease for a rental unit~~the unit~~. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.

iv. . . .

v. . . .

vi. . . .

2. . . .

a. *Calculation of net Assets.* Affordable Rental and Ownership Units have limitations on the value of assets owned. Household Net Assets include the value of all Assets over \$500.00 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the Household has. Net Assets do not include retirement accounts, unless money will be withdrawn to be used as a down payment or closing costs. Business Assets are limited to liquid Assets.

Total Household Net Assets shall not exceed two times the four-person Household Income requirement for the income category of the housing unit. All Household members' shares of liquid business Assets shall be included in determination of total Household Net Assets. Net Assets of all Household members shall be combined in determination of total Household Net Assets. See the "Household Income and Asset Chart" for net Asset thresholds, which is updated annually and published on the Housing Department website. A copy may be obtained from the Housing Department.

Rental units do not have Asset limits.

b. . . .

c. *Required sale of residential property.* Once under contract for a Restricted Housing Unit, the qualifying Household must list residential property (developed or undeveloped), located within ~~1750~~ miles driving distance from the Town of Jackson, for sale at a price commensurate with the Price Opinion. If the property has not sold or is not under

contract after one year from the listing date, within 30 days of the year expiring, another Price Opinion will be obtained. If the Price Opinion is lower than the listed price, the owner will have 30 days from the date of the price opinion to lower the asking price to that of the Price Opinion. If after 24 months from the date first listed, the property still has not sold or gone under contract, the Housing Manager of the Housing Department will issue an analysis of the property with a determination of the salability of the Restricted Housing Unit along with the next steps required. A copy of the analysis will be provided to the owner, and the owner will have the opportunity to Appeal the determination of the Housing Authority Board. The owner may be required to sell their Restricted Housing Unit if the residential property has not sold.

- d. . . .
3. *Readiness to purchase [or rent](#)*. Individuals purchasing [or renting](#) a Restricted Housing Unit must demonstrate readiness to purchase [or rent](#) by showing the following:
- a. . . .
 - b. . . .
 - c. . . .
 - d. . . .
 - i. *Affordable Units*. Cosigners and Guarantors are prohibited when a Household is purchasing [or renting](#) Affordable Units.
 - ii. *Workforce Units*. Cosigners and Guarantors are allowed when a Household is purchasing [or renting](#) Workforce Housing units with the approval of the Housing Department, which approval will only be granted when, a cosigner or guarantor is needed solely due to the buyer's lack of ability to afford the unit on their own. Cosigners and Guarantors are prohibited from being on title to the Housing Unit.
4. *Homebuyer Education*. [For purchase only](#), ~~C~~completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit or purchase a restricted housing unit. The required course is available through the Wyoming Housing Network or another Housing Department approved organization. The financial counseling offered after the completion of the homebuyer education course is encouraged but not required.
5. *Online ~~interest application~~intake form*. The online [interest application intake form](#) must be completed prior to entering a Weighted Drawing for a home. Completion of this [applicationform](#) will put a Household on the Housing Department's email list, and the Household will begin receiving emails with information about homes ~~when they are available~~[for which they qualify](#). All advertising of homes available will be done through email to those who have completed the [interest application online intake form](#) and on the Housing Department website. The [interest application online intake form](#) can be found on the Housing Department's website: jhaffordablehousing.org. This ~~form~~[application](#) must be completed in its entirety and updated at least annually. It cannot be completed or updated during a Weighted Drawing Process that the Household wishes to enter. The [interest application online intake form](#) does not automatically enter a Household into a Weighted Drawing. The Weighted Drawing is a separate process. See Section 16.10.004.C.5.

(Ord. _____ § _____, 2024; Ord. 1329 § I, 2022; Ord. 1291 § 1, 2021; Ord. 1260 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE L

AN ORDINANCE AMENDING SECTION 16.10.400, WEIGHTED DRAWING, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.400 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.400 Weighted Drawing.

The affordable and workforce housing requirements may utilize the Weighted Drawing Process to select a Qualified Household using the procedures listed below. The Weighted Drawing will be advertised on the Housing Department website, jhaffordablehousing.org, and via email to all Households that have completed the [interest application online intake form](#). [A one-time application fee per household may be charged to apply for Housing Department programs. Changes to members of a household constitutes a new household and may require an additional fee. See Section 3-3e: Online intake form.](#)

- A. *Minimum Occupancy Requirement.* In order to ensure that the units meet the intended goals of housing the Teton County workforce and are consistent with mitigation requirements, the following Occupancy Requirements for units in the affordable program are:

Studio: One or two people.
One-bedroom: One or more people.

- Two-bedroom: Two more people.
- Three-bedroom: One or two adults with two or more Dependents.
For rental units; three or more people.
- Four-bedroom: One or two adults with three or more Dependents.
For rental units; four or more people.

For purposes of counting Household size, children or adult Dependents must live with the Household and be claimed as a Dependent on Federal Income tax returns. [Parents must have Physical Custody Rights of children to count the children as part of their household.](#) Any deviation from the minimum Occupancy Requirements must be approved prior to the drawing through the Exception process. ~~There are no minimum occupancy Requirements for units in the Workforce Housing Program. However, if a Household enters a drawing for a workforce housing unit and meets the Occupancy Requirements as listed above for the affordable program, the Household will receive an extra point (entry) in the drawing.~~

- B. *Weighted Drawing points.* Eligible Households receive points that will determine the number of entries the Household will receive in the Weighted Drawing. One point equals one entry in the Weighted Drawing. One point is assigned for each full year of consecutive full-time employment at a Local Business immediately prior to entering a Weighted Drawing, with a maximum of ten points. One point is assigned for each Qualified Critical Services Provider with a maximum of two points. [One \(1\) point is given to a Household who enters a drawing for a unit in the Workforce Program and meets the minimum occupancy requirements in accordance with the requirements for units in the Affordable Program. The total maximum points a Household can receive is thirteen \(13\). Households are not eligible to enter a Weighted Drawing until they have one \(1\) full year of full-time employment in Teton County for a Local Business or one \(1\) point.](#)~~In a Weighted Drawing for a workforce unit, a Household that meets the minimum Occupancy Requirements for the affordable program will receive one point. The total maximum points a Household can receive is 12. Households are not eligible to enter a Weighted Drawing until they have one full year of full-time employment in Teton County for a Local Business or one point.~~

...

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...

- C. ...

1. ...
2. *Required documents.*

- a. *Weighted Drawing entry ~~request form~~*. A Weighted Drawing entry request Request in accordance with Housing Department policies and procedures form must be submitted for each housing unit's Weighted Drawing. ~~It must be completed in its entirety. Fields that do not apply shall be completed with N/A or a strike.~~
- b. *Current work verification*. Documentation showing total income earned and hours worked at the current place of employment. An affidavit of current employment must be submitted for each adult member of the Household (except adult children under the age of 25 who are attending college). The affidavit of current employment must be completed by the employer and submitted by the employer directly to the Housing Department or employer's agent and include the employer's notarized signature. If the employer does not have access to a notary, they may deliver it directly to the Housing Department via email, USPS, fax, or by hand.
- c. *Previous work verification*. Affidavits of previous employment are required to verify a minimum of one-year of full-time working hours for a Local Business in Teton County, WY. Only one member of the Household must verify one-year of full-time work employment. Affidavits of previous employment are to be completed by the former employer or employer's agent and submitted by the employer or agent directly to the Housing Department include a notarized signature. If the employer does not have access to a notary, they may deliver it directly to the Housing Department via email, USPS, fax, or by hand.

Affidavits of previous employment are also used by the Housing Department to verify years of work history for points in the Weighted Drawing.

Other types of verification of previous employment may also be accepted such as a final pay stub for the year showing business name and total hours worked for the year along with a W-2.

...

(Ord. _____ § _____, 2024; Ord. 1330 § I, 2022; Ord. 1292 § 1, 2021; Ord. 1261 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE M

AN ORDINANCE AMENDING SECTION 16.10.500, SALE AND RESALE STANDARDS, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.500 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.500 Sale and Resale Standards.

- A. . . .
 - B. . . .
 - C. . . .
 - D. . . .
 - E. . . .
 - 1. . . .
 - 2. . . .
 - 3. . . .
 - a. Fixtures erected, installed or attached as permanent, functional, nondecorative improvements to real property, excluding repair, replacement and/or maintenance improvements. [May also include blinds or shutters if approved by the Housing Department;](#)
- . . .

4. ...

F. ...

1. ...

a. ...

b. *Death.*

i. *Nonqualified Transfer on Death.* In the event of the death of an owner, the owner's interest may be transferred to the owner's child, children or other beneficiary who may not be Qualified. If they do qualify, they will be allowed to keep the home in accordance with the Special Restrictions and these Housing Rules and Regulations. If the beneficiary does not qualify, the beneficiary will be required to sell the home in accordance with the Special Restriction and the Housing Rules and Regulations. Proceeds of the sale, after payment of all parties owed in accordance with the Special Restriction and Housing Rules and Regulations, will be retained by the beneficiary.~~the Housing Department may consent to the transfer of the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.~~

ii. *Qualified Transfer on Death.* In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualification and Eligibility criteria in accordance with these "Housing Rules and Regulations" within 90 days of the transfer of title.

iii. *Transfer on death to minor(s).* If the restricted unit is transferred to a beneficiary(s) who is a minor child(ren), the beneficiary(s) can keep the home if they have a legal guardian who will live in the home with the child(ren) until the youngest child becomes an adult. The legal guardian will be required to sign an Occupancy Agreement. The Special Restriction and the Housing Rules and Regulations will remain in effect. If the minor child(ren) beneficiary(s) do not have a legal guardian who will live in the home, the home will be sold in accordance with Nonqualified Transferee as defined in these Housing Rules and Regulations.

...

(Ord. § , 2024; Ord. 1331 § I, 2022; Ord. 1295 § 1, 2021; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord. 1242 § 1, 2019; and Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE N

AN ORDINANCE AMENDING SECTION 16.10.600, RENTAL STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.600 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.600 Rental standards and procedures.

- A. . . .
- B. . . .
- C. . . .
 - 1. Owner-occupied properties~~Primary Residence. Owners of restricted housing units shall maintain the unit as their primary residence.~~
 - a. Primary residence requirement. Owners of Restricted Housing Units shall maintain the restricted housing unit as their primary residence.
 - b. . . .
 - ~~b.~~c. . . .
 - ~~c.~~d. . . .
 - ~~d.~~e. . . .
 - ~~e.~~f. . . .
 - 2. . . .
 - a. . . .
 - b. . . .
 - c. . . .

- i. *Rent Limitations.* Rent charged while the owner is on leave will be limited to total housing costs, which include only (the mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues). The actual cost of utilities can be added to the rent or billed to the tenant if utilities are in the owner's name. Housing costs shall be verified by the Housing Department prior to approval of the lease. If there is no mortgage on the property, the Maximum Affordable Rent Calculation shall be used for Affordable units. The Housing Department shall approve rental rates for Workforce units.

...

- d. ...

D. *Restricted Rentals Owned by Private Entity.*

1. *Purchase of Restricted Rental Units.* Restricted Rental Units may be purchased and owned by entities or individuals in accordance with the Special Restrictions and these Housing Rules and Regulations. Restricted Rental Units shall not be owner occupied or occupied by persons that have an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental units shall not be occupied by persons that have family members that have an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental Units shall not be occupied by persons that have an ownership interest in any entity that has an ownership interest in an entity holding title to a Restricted Unit. Restricted Rental Units shall not be occupied by persons that have family members that have an ownership interest in any entity that has an ownership interest in an entity holding title to a Restricted Unit. The Housing Department may require any individual or entity to provide appropriate documentation at any time to ensure compliance with these Rules and Regulations.
2. *Tenant qualifications.* All tenants of restricted housing units must meet the qualification criteria in accordance with the Special Restrictions and these Housing rules and Regulations. Tenants must be qualified prior to signing or renewing a lease agreement. The Housing Department reserves the right to request verification that the tenants are qualified at any time.
 - a. *Approval of leases.* Prior to signing a lease with a tenant, owner shall submit the lease form to the Housing Department for approval. The lease agreement must include the occupancy and use requirements and tenant qualification and reporting requirements in accordance with the Special Restriction and the Rules and Regulations.
 - b. *Tenant qualification process.* Tenants are required to qualify prior to signing or renewing a lease. Owner shall submit or cause tenant to submit of all qualification documentation required by the Housing Department verification of tenant household eligibility. The Housing Department will request qualification documentation at its discretion and in accordance with its policies and procedures.
 - c. *No owner occupancy.* Owners or members of owners' immediate family shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

- d. Household composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- e. Written lease requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which shall be approved by the Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefor.
- f. Rental term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- g. Vacancies. The Residential Unit may be vacant between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- h. Preference. Owner may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner shall rent to any Qualified Household.

3. Affordable units. . . .

4. Workforce units.

- a. Standards of affordability. Workforce units are intended to serve households who earn more than 160% of Median Family Income. There is no maximum rent rate requirement on Workforce Rental Units. Notwithstanding the foregoing, households who earn less than 160% of Median Family Income are eligible to occupy Workforce Rental Units.
- b. Rental rate. Workforce rental rates must be structured to meet the definition of Rent as defined in these Housing Rules and Regulations.

5. Qualification and reporting to housing department. Owners of restricted units are required to provide documentation upon request to the Housing Department for the purposes of determining that the occupants/tenants of a restricted unit meet the requirements to occupy the unit and the owner's compliance with the Special Restriction recorded on the unit.

- a. Responsible party. Owners of restricted housing units are required to provide a Notice of Responsible Party to the Housing Department upon signing Special Restrictions. The Notice of Responsible Party shall include the Owner's contact information and the contact information for the party responsible for management of the unit. The Notice of Responsible Party must be updated immediately upon any changes to the responsible party, ownership or management of the unit.

b. Master leasing of rental units. Owners of restricted rental units may master lease the units to other entities with approval of the Housing Department. Owners are ultimately responsible for ensuring that the restricted units are in compliance with the Special Restrictions and Rules and Regulations. If the unit is not in compliance, the Housing Department reserves the right to require the termination of the Master Lease to be terminated and the eviction of the tenants to vacate from the unit. The Housing Department will approve master leasing as follows:

I. Approval of Master Lease. Owners shall submit the Master Lease Form to the Housing Department for approval prior to execution of the Master Lease.

II. Lessee Contact Information. Prior to execution of Master Lease, owner shall provide contact information for Lessee to the Housing Department. Contact information shall include Lessee entity name, entity's responsible party, mailing address, phone number, and email address.

III. Lessee Compliance Conference. Prior to execution of a Master Lease, Lessee must attend a Compliance Conference with the Housing Department.

1. Approval of Sublease. Prior to execution of a sublease with a sublessee, the Housing Department shall approve the Sublease form.

2. Approval of Sublessee. Prior to execution of sublease with a sublessee, the Lessee or potential sublessee shall provide documentation as required by the Housing Department for the purposes of qualifying the potential sublessee.

6. Default or breach of Special Restriction. Subject to the notice and cure provisions, of these Housing Rules and Regulations, each of the following shall be considered a default ("Default"):

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

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

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

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

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

7. Default remedies. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding

section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- a. *Specific performance.* The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- b. *Equitable relief.* In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.
- c. *Revocation.* The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.
- d. *Enforcement.* The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.
- f. *Fines.* The Housing Department may seek to impose fines on the owner in accordance with Town of Jackson Ordinances. Penalties are defined in J.M.C. 1.12.010.

(Ord. § , 2024; Ord. 1331 § I, 2022; Ord. 1296 § 1, 2021; Ord. 1294 § 1, 2021; Ord. 1263 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.
PASSED 2ND READING THE ____ DAY OF _____, 2024.
PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE O

AN ORDINANCE AMENDING SECTION 16.10.700, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.700 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

- A. . . .
 - 1. . . .
 - a. . . .
 - b. . . .
 - c. . . .
 - d. . . .
 - e. . . .
 - f. *Exemption for retirees.* During ownership, owners that reach Retirement Age as defined by the Federal Social Security Administration (FSSA) and further defined in these Housing Department Rules and Regulations are exempt from income and Employment Requirements but must remain a Qualified Household for the duration of the ownership on all other aspects of the recorded special restriction including, but not limited to the sole residency requirement, occupancy, and no ownership of other Residential Real Estate within ~~1750~~ miles driving distance of the Town of Jackson~~Teton County~~. Owners or members of the Household that have not reached Retirement Age as defined by FSSA will be required to continue to comply with qualification criteria and reporting requirements in accordance with the special restriction and these Housing Rules and Regulations.
 - g. . . .
 - 2. . . .
 - 3. . . .
 - a. . . .
 - b. . . .
 - c. . . .
 - d. . . .

- e. . . .
- f. . . .
- g. . . .
- h. . . .
- i. . . .
- j. . . .
- k. *Ownership of residential property.* Owners of Affordable, Employment-based and Workforce Restricted Housing Units built or sold after June 4, 2018 are not allowed to own Residential Real Estate within 75 miles driving distance of the Town of Jackson. All renters of Housing Department-administered rental units are not allowed to own Residential Real Estate within 75 miles driving distance of the Town of Jackson. Notwithstanding the foregoing, the Housing Department may approve the purchase of Residential Real Estate in unique circumstances.~~Owners of Employment Based and workforce housing units are not allowed to own residential property within 150 miles of Teton County. All renters of Housing Department-administered rental units are not allowed to own residential property within 150 miles of Teton County.~~

. . .

4. Penalties

- a. Falsifying an Application. Any household or adult member of a household who has been found by the Housing Department to have falsified an application including but not limited to making false claims, forging signatures or information, or otherwise providing false information or documents will be prohibited from applying for any Housing Department program restricted housing unit for a period of five (5) years.
- b. Eviction. Any household or adult member of a household who has been evicted from a Housing Department restricted rental unit will be permanently prohibited from applying for or occupying any Housing Department program restricted housing unit.
- c. Forced Sale. Any household or adult member of a household who has been forced to sell a Housing Department ownership restricted ownership unit will be permanently prohibited from applying for or occupying any Housing Department restricted housing unit.

B. . . .

- 1. . . .
- 2. . . .
- 3. . . .

- 4. *Multiple defaults.* Upon the fourth time an owner of an owner-occupied restricted housing unit is found to be in Default within 15 years, the owner will not have an opportunity to cure. Multiple Defaults include any Defaults or failure to comply with the Housing Rules and Regulations or the applicable Special Restrictions. The Housing Department will force the sale of the unit or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing. Notwithstanding the foregoing, the Housing Department reserves the right

to force a sale upon any uncured default regardless of the number of times the owner has been in default of the Special Restrictions or the Rules and Regulations.

5. *Default hearing.*

a. . . .

b. Within 30 days of the signed eOrder Appointing the Hearing Officer, the hearing officer will issue a scheduling order, which shall include the official notice of hearing, and deadlines for the parties to submit evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums.

. . .

C. *Process for Exception hearing process.*

1. . . .

2. . . .

3. *Housing department review and recommendation.* All requests for hearings will be reviewed by Housing Department for completeness and provided to the JTCHA Board of Directors within 30 days with a recommendation for action, copied to the -Household complainant and/or representative.

4. *Hearing.* The hearing will be heard by the JTCHA Board of Directors at a properly noticed meeting scheduled at least 30 days following the Housing Department's receipt of the "request for hearing" to ensure notice and due process. Notwithstanding the foregoing, the JTCHA Board of Directors may choose to appoint a Hearing Officer within the thirty (30) days following the Housing Department's receipt of the "Request for Hearing" in which case the Hearing will be scheduled by the Hearing Officer.

a. *Hearing Officer.*

i. The JTCHA Board of Directors may designate a hearing officer and sign an "order appointing the hearing officer." If the JTCHA Board of Directors desires, they can elect to appoint a nonexclusive hearing officer for a period of two years, recognizing that there may be a need to appoint a different hearing officer in some cases including, but not limited to a conflict of interest or absence.

ii. If a hearing officer is designated, within 30 days of the signed eOrder Appointing the Hearing Officer, the hearing officer will send out a scheduling order (official notice of hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.

iii. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.

iv. Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party fifteen (15) days prior to the hearing date.

v. Hearings may be recorded and are not required to be transcribed. If the Household wishes to have a hearing transcribed, all associated costs shall be paid by the Household.

- vi. All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA Board of Directors shall have the opportunity to ask questions of the witnesses and Housing Department staff.
- vii. The Housing Department's decision concerning the exception will be assumed correct, and the burden of proof shall be on the Household.
- viii. If the Household fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.

~~b. Hearing process.~~

- i. ~~JTCHA may designate a hearing officer and sign an "order appointing the hearing officer."~~
- ii. ~~Within 30 days of the signed order, the hearing officer will send out a scheduling order (official notice of hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.~~
- iii. ~~Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party 15 days prior to the hearing date.~~
- iv. ~~Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.~~
- v. ~~All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the hearing officer, and if no hearing officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA shall have the opportunity to ask questions of the witnesses and Housing Department staff.~~
- vi. ~~The Housing Department's decision concerning the Exception will be assumed correct, and the burden of proof shall be on the complainant.~~
- vii. ~~If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.~~

- eb. *JTCHA decision binding.* Based on the evidence considered at the hearing, the JTCHA will provide a decision by means of a motion and majority vote. The decision of the JTCHA shall be binding, and the Housing Department shall take all actions necessary to carry out the decision. No Appeal of the JTCHA shall be made to the Town Council or County Commissioners. Any Appeal shall be made to the District Court of Teton County, Wyoming.

...

(Ord. § , 2024; Ord. 1332 § I, 2022; Ord. 1297 § 1, 2021; Ord. 1264 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AA

AN ORDINANCE AMENDING SECTION 16.10.800, OCCUPANCY AND USE, OF CHAPTER 16.10, TOWN OF JACKSON HOUSING RULES AND REGULATIONS, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 16.10.800 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.800 Occupancy and use.

Rental and ownership units have occupancy and use restrictions. Households will be required to obey the following occupancy and use restrictions.

- A. . . .
- B. . . .
- C. *No Teton County Residential Real Estate.* No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) Residential Real Estate within 75 driving miles of the Town of Jackson, Wyoming at any time during occupancy or ownership of the Residential Unit. Notwithstanding the foregoing, the Housing Department may approve ownership of Residential Real Estate in unique circumstances.~~150 miles of Teton County, Wyoming at any time during occupancy of the residential unit.~~
- D. . . .
- E. . . .

(Ord. § , 2024; Ord. 1333 § I, 2022; Ord. 1265 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.
PASSED 2ND READING THE _____ DAY OF _____, 2024.
PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AB

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

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

SECTION I.

Section 16.10.900 of the Town of Jackson Municipal Code is hereby amended to read as follows:

16.10.900 Definitions.

A. *Definitions.*

...

Fee Schedule: A document published by the Housing Department that includes the list of fees charged for certain services provided by the Housing Department and allowed fee waivers.

...

Owner: A person or entity who has the legal right in accordance with the Special Restrictions and these Rules and Regulations to possess, transfer title, or sell a restricted housing unit.

Physical Custody Rights: Legal custody rights granted by the Court that allows a parent to have their child reside with him/her.

...

Qualified Households. Households that have applied for housing through the housing department, where Housing Department staff deem them as eligible to purchase or rent a Restricted Housing Unit after verification of information, based on the unit's Deed Restriction and the Housing Department Rules and Regulations. Information includes but is not limited to Household Income, Assets, employment, and minimum Occupancy Requirements.

...

Rent: Tenant's regular payment to a landlord for the use of a restricted housing unit.

...

Residential Real Estate. A parcel that ~~either~~ includes a Residential Dwelling Unit or is larger than one acre and has the by-right potential for developing a Residential Dwelling Unit per local zoning regulations.

...

Study Hours: For purposes of calculating hours worked for CWC students, Study Hours will equal two hours outside of the classroom for every one hour of class time.

...

Volunteer Hours: Documented and verified hours worked for a qualifying Local Business or Local Organization for which no pay is received but may be counted as hours worked for eligibility in Housing Department programs.

...

(Ord. § , 2024; Ord. 1335 § I, 2022; Ord. 1298 § 1, 2021; Ord. 1266 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2024.

PASSED 2ND READING THE ____ DAY OF _____, 2024.

PASSED AND APPROVED THE ____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page __ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	December 16, 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, Third 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 third 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 third 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 third 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	

At the December 2, 2024, the Town Council approved all Title 15 ordinances at second reading with no changes.

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 December 2, 2024.

Suggested Motion.

Item A

I move to approve Ordinances AE, AF, AG, AH, AI, AJ, and AK on third reading and designate them as Ordinances 1418 through 1424, respectively.

Item B

I move to approve Ordinances AC and AD on third reading and designate them as Ordinances 1416 through 1417, respectively.

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 ~~504.3.10.34~~ 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

Formatted: Indent: Left: 1.5", First line: 0.5"

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

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

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.

STAFF REPORT



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

Purpose & Policy Considerations.

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

Requested Action.

Staff request Council review the third reading drafts.

Recommendations.

Staff recommend moving the ordinances at third 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 third reading, and designate them 1425 and 1426.

ORDINANCE AM

AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Title 7 of the Town of Jackson Municipal Code is hereby amended to read as set forth in **Exhibit A** attached hereto, copies of which are on file in the office of the Town Clerk and on the Town of Jackson website and available for inspection.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 2024.

PASSED 2ND READING THE _____ DAY OF _____ 2024.

PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____ 2022. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

TITLE 7
ANIMALS

Chapter 7.02 DEFINITIONS, AUTHORITY, AND IMPOUNDMENT

7.02.010 Definitions.

A. The following definitions shall apply to this Title:

1. *Animal* means any living creature, domestic or wild, other than a human.
2. *Animal Control Officer* means any peace officer or other person designated by the State, County, or Town to enforce State, County, and Town laws and regulations pertaining to Animals and animal control.
3. *Animal Shelter* means a facility recognized by the Town for the purpose of housing, impounding, caring for, and disposing of Animals held under the authority of State, County, and Town laws and regulations. Animal Shelter as used in this Title includes the staff of the Animal Shelter.
4. *At Large* means an Animal which is off the Premises of the Owner and is not under the Control of the Owner.
5. *Control* means under immediate, continuous physical control of an Animal secured by a Leash that is not harmful or injurious to the Animal and which is managed by a person capable of physically restraining the Animal; or under voice control regardless of circumstances or distractions that may be encountered, and the Owner shall at all times be clearly and fully within unobstructed sight and hearing of the Animal. Voice control shall mean the Animal returns immediately to and remains by the side of the Owner in response to a single command of the Owner.
6. *Corral Space* means any building, yard, field, pasture, shed, stable, corral, or enclosure wherein Horses are kept, maintained, harbored, or boarded.
7. *Dangerous Animal* means an animal which is dangerous to the public health or safety if exposed in public, and includes but is not limited to, black bear, grizzly bear, mountain lion, wolf, bobcat, coyote, badger, porcupine, raccoon, red fox, skunk, and animals defined as predatory animals in Wyoming State Statute.
8. *Dog* means any domesticated canine breed excluding wolf, coyote, fox, other wild canine species, or any hybrid thereof.
9. *Domestic Animal* means an Animal habituated to live in or about the homes of human beings.
10. *Feral cat* means a cat that lives outside, does not have an owner, is unsocialized to people, and typically avoids contact with humans. A feral cat is not domesticated, is wild, and is not owned or controlled by anyone.
11. *Fowl* means chickens, ducks, geese, turkeys, pheasants, ostriches, grouse, peacocks, guinea fowl, partridges, quails, and any other birds used for producing eggs or meat.
12. *Horse* means horses, ponies, mules, and donkeys.

13. *Impound or Impoundment* means the act of taking or receiving an Animal into custody in accordance with the provisions of this Title for placement in the Animal Shelter by the Animal Shelter or an Animal Control Officer.
14. *Leash* means a thong, cord, rope, chain, reins, or similar device which restrains an Animal and which is not more than six feet in length.
15. *Livestock* means Horses, cattle, swine, sheep, goats, hogs, Fowl, llamas, alpacas, bees, or other Animals generally used for food or in the production of food or fiber.
16. *Owner* means a person who owns, harbors, keeps, maintains or has charge over an Animal. Proof that a person is in control of a Premises where an Animal is usually kept, harbored, or maintained shall establish a prima facie presumption that such person is the Owner of such Animal. The parent or guardian of an Owner shall be deemed the Owner for purposes of this Title when the Owner is under the age of 18 years.
17. *Premises* means the real or personal property owned, leased, controlled, or occupied by the Owner of the Animal.
18. *Rodent* means mice, rats, and voles.
19. *Supplemental Feed* means any feed product, and includes but is not limited to any human food, garbage, pet food, hay, salt, mineral supplements, forage product or supplements, grain, honey, seed, and birdseed
20. *Vehicle* means any device in, upon, or by which any person or property is or may be transported.
21. *Vicious Animal* means an Animal which has bitten or attacked, or attempted to bite or attack, a person or another Animal either at a place where the person or Animal is legally entitled to be or without provocation, or an Animal which is known or reasonably should be known to have a propensity to bite or attack persons or other Animals without provocation.
22. *Wildlife* means any nondomestic animal.
23. *Wildlife Attractant* means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed products, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.

(Ord. _____ §1 (Exh. A), 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 § 2, 2005; Ord. 789 §§ 2—6, 2004; Ord. 146 § 1, 1971).

7.02.020 Purpose—Authority—General provisions. Repealed.

(Ord. _____ § 1, 2024 (Exh. A); Ord. 920 § 2, 2009; Ord. 793 § 14, 2005; Ord. 180 § 1, 1975; Ord. 146 § 14, 1971).

7.02.025 Authority for Animal Control – Interference.

- A. Animal Control Officers are authorized to enforce the provisions of this Title and Impound Animals. Animal Control Officers are allowed to do the following to Impound Animals:
 1. Place or authorize the use of humane and safe traps on public property, or private property at the request of the property owner or occupant; and

2. Utilize safe and humane chemicals to capture Animals if other means fail.
- B. After making a reasonable effort to locate the Owner, Animal Control Officers, or other emergency responders, may use any reasonable means necessary under the circumstances to enter a Vehicle and remove an Animal if the Animal appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other environmental conditions that could reasonably be expected to constitute a hazard to the Animal.
 - C. It is unlawful for any person to obstruct, impede, interfere with, or resist any Animal Control Officer while the Animal Control Officer is engaged in the lawful performance of their official duties.
- (Ord. _____ § 1 (Exh. A), 2024).

7.02.030 Capture of Animals.

- A. Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Station is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.02.040 Impoundment.

- A. Grounds for Animal Impoundment.
 1. An Animal Control Officer may Impound any Animal that is At Large, unlicensed, abandoned, left unattended, surrendered, poses a threat to public safety or welfare, or when Impoundment is otherwise authorized in this Title.
 2. The Animal Shelter is authorized to Impound an Animal that is surrendered at the Animal Shelter.
- B. Release of Animal Impounded Animals Prior to Taking to Animal Shelter.
 1. If the Owner of an Impounded Animal can be readily identified and located, the Animal Control Officer may release the Animal to the Owner instead of taking the Animal to the Animal Shelter.
 2. The authorization for an Animal Control Officer to release an Impounded Animal to the Owner shall not absolve the Owner of liability for any violations of this Title.
- C. Notice of Impoundment.
 1. The Animal Shelter shall make reasonable efforts to determine the ownership of each Animal impounded. The Animal Shelter shall, as soon as practicable after determining ownership, notify the Owner of the Animal's Impoundment.
- D. Redemption of Impounded Animals.
 1. The Owner of an impounded Animal, or the agent of an Owner, may claim and redeem the Animal within seven days after Impoundment, which period includes the day the Animal is taken into custody, upon complying with the following requirements:
 - i. If the Animal is required to be licensed as provided in Chapter 7.12, show proof of such license, or, if the Animal is not licensed, pay for and obtain such license;

- ii. If the Animal is required to have a rabies vaccination as provided in Chapter 7.12, show proof the Animal is current on its rabies vaccination, or, if the Animal is not current the Animal will be vaccinated at the Shelter prior to release and the Owner shall be responsible for all costs therefor;
 - iii. Pay any capture fee due prior to taking possession of the Animal.
 - iv. Pay impoundment fee due prior to taking possession of the Animal; and
- 2. This subsection does not apply to Animals that are Impounded and quarantined for biting a person pursuant to Chapter 7.05 and W.S. §11-31-301(e).

E. Disposition of Impounded Animals.

- 1. If an Impounded Animal is not claimed and redeemed from the Animal Shelter by close of business on the seventh day of Impoundment and in the manner provided for in this Section, the Animal shall become the property of the Town and may be made available for adoption or humanely euthanized. If the seventh day of Impoundment falls on a Saturday, Sunday, or legal holiday, the deadline for redemption is extended to close of business on the next business day. The Animal Shelter shall have the sole discretion to determine the disposition of the Animal once the Animal is the property of the Animal Shelter.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 8, 2005; Ord. 789 §§ 10, 11, 2004; Ord. 710 § 1, 2002; Ord. 647 § 1, 2000; Ord. 371 § 3, 1987; Ord. 252 § 1, 1979; Ord. 194 § 6, 1976; Ord. 146 §§ 7, 8, 1971).

7.02.045 Possession of impounded animals.

- A. It is unlawful for any person to have in their possession, care, or custody any Impounded Animal that has not been properly released by the Animal Shelter.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 15, 2005; Ord. 213 § 2, 1977).

7.08.60 Adoption.

- A. The adoption of any Animal shall be by a person deemed by the Animal Shelter to be a responsible and suitable owner for that Animal. The adopter of the Animal shall comply with the following:
 - 1. Pay an adoption fee prior to taking possession of the Animal;
 - 2. License the Animal as provided in Chapter 7.12 if the Animal is to remain in Teton County prior to taking possession of the Animal;
- B. The Animal Shelter may have each adopted Animal implanted with an identifying microchip.

(Ord. ____ §1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 9, 2005; Ord. 711 § 1, 2002; Ord. 648 § 1, 2000; Ord. 252 § 2, 1979).

7.02.055 Fees – Established; Payment.

- A. Fees for adoption, capture, licensure, and Impoundment are hereby established, which fees may be set by resolution, may be amended from time to time by resolution, and are nonrefundable.

(Ord. ____ § 1 (Exh. A), 2024).

7.02.060 Repealed.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

Chapter 7.04 KEEPING ANIMALS

7.04.010 Keeping certain animals unlawful.

- A. It is unlawful for any person to keep, maintain, harbor, or board any Livestock, Dangerous Animals, Wildlife, Feral Cats, or Fowl in the Town except as permitted in this Chapter.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 1, 1970).

7.04.20 Keeping horses on public land.

- A. It is unlawful for any person to keep, maintain, harbor, or board any Horse on any property owned, leased, or controlled by the Town unless permission is obtained by the Town Manager, or their designee.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 2, 1970).

7.04.030 Keeping horses – Corral Space.

- A. It is unlawful for any person to keep, maintain, harbor, or board Horses in areas of the Town where Horses are allowed unless the Horses are confined in a Corral Space.
- B. A Corral Space shall comply with the following :
1. A minimum of 800 square feet for one to two Horses.
 2. A minimum of 1,000 square feet for three Horses.
 3. A minimum of 1,200 square feet for four Horses.
 4. A minimum of 1,200 square feet plus 200 square feet per each additional Horse for more than four Horses.
 5. Be maintained in a condition that is clean and sanitary, including but not limited to, not having an excessive accumulation of manure, filth, or debris, and not being infested with flies.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.04.040 Keeping horses—Areas where prohibited.

It is unlawful for any person to keep, maintain, harbor, or board Horses in the Prohibited Horse Area, which is hereby established, and which contours are as set forth in resolution, which resolution may be amended from time to time.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 139 § 1, 1971; Ord. 130 § 3.1, 1970).

7.04.080 Keeping horses—Cleanliness of premises. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 6, 1970).

7.04.090 Keeping horses—Premises—Spraying for flies. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 188 § 4, 1976; Ord. 130 § 7, 1970).

7.04.110 Exceptions.

This Chapter shall not apply to the Teton County Fair Grounds and the Town Manager, or their designee, may waive the requirements of this Chapter for special events and youth programs.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 130 § 11, 1970).

7.04.120 Keeping Dogs and Cats— quantity.

It is unlawful to have more than two dogs over the age of three months and more than three cats over the age of three months, totaling a maximum of five of these Animals, living on one any Premises within the Town.

(Ord. _____ § 1 (Exh. A), 2024).

Chapter 7.05 ANIMAL CARE AND CONTROL REGULATIONS GENERALLY

7.05.010 Responsibility of owner.

Owners are responsible for their Animals.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.05.020 Public nuisances.

A. It is unlawful for the Owner of any Animal to do any of the following:

1. Permit the Animal to be At Large within the Town or to trespass on public or private property without the prior approval of the property owner.
2. Permit the Animal to unreasonably disturb the peace and quiet of any neighborhood or person by allowing the Animal to make frequent, continuous, excessive, or untimely noise, including but not limited to barking, whining, and howling.
3. Permit their Premises to accumulate animal feces to a degree that creates unsanitary conditions or a situation where offensive odors emanate from the Premises.
4. Permit the Animal to damage or destroy in any manner public or private property, real or personal, not owned or occupied by the Owner.

5. Permit the Animal to defecate on public or private property not owned or occupied by the Owner without immediately removing the feces, securing the feces in a bag, wrapper, or other suitable container, and disposing of the feces in a sanitary manner.
6. Allow the Animal to enter or be upon any Town park, including but not limited to the Town Square, North Park, Miller Park, Phil Baux Park, Snow King Ball Park, Powderhorn Park, Powderhorn Ball Park, Mike Yokel Park, Rangeview Park, Garaman Park, and Mateosky Ball Park.
7. Spread, scatter, distribute, or deposit in any manner any Animal feces on any property not owned or occupied by the Owner without the express permission of the owner or occupant of the property.
8. Permit the Animal to chase, stalk, threaten, or otherwise harass people or passersby when the person or passerby is in a place where they have a legal right to be.
9. Permit the Animal to attack, chase, stalk, or threaten other Domestic Animals.
10. Permit the Animal to chase passing Vehicles.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 802, § 1, 2005; Ord. 793 §§ 2, 13, 2005; Ord. 789 §§ 2—6, 2004; Ord. 293 § 1, 1982; Ord. 253 § 1, 1979; Ord. 213 § 3, 1977; Ord. 146 § 1, 1971).

7.05.030 Vicious Animals.

- A. It is unlawful for any Owner to keep, maintain, harbor, or board a Vicious Animal unless the animal is properly restrained, secured, or muzzled to prevent it from injuring a person or another Animal or damaging property.

(Ord. ____ § 1 (Exh. A), 2024; Ord. 1004 § 1, 2012; Ord. 920 § 2, 2009; Ord. 793 § 10, 2005; Ord. 146 § 11, 1971).

7.05.032 Biting animals.

- A. It is unlawful for an Animal to bite any person that causes bodily injury or to bite another Domestic Animal that causes an open wound. This subsection does not apply to the following:
 1. The person bit was committing or attempting to commit a criminal offense against the Owner;
 2. The person bit was unlawfully present at the location where the bite occurred;
 3. The person bit knowingly tormented, provoked, abused, or inflicted injury upon the Animal which resulted in the bite;
 4. A police dog in the performance of official duties; or
 5. A veterinarian treating the Animal.
- B. The Owner of the Animal that is in violation of this Section shall be liable for the violation.
- C. Any Animal that bites a person may be Impounded and held in quarantine as provided in W.S. § 11-31-301(e).

(Ord. ____ § 1 (Exh. A), 2024).

7.05.035 Dog chasing, injuring, or killing livestock or wildlife.

- A. It is unlawful for any Owner to permit a dog to chase, threaten, injure, or kill any livestock or wildlife unless the dog was attempting to protect Livestock or other property.
- B. A dog found chasing, threatening, injuring, or killing any Livestock or Wildlife may be Impounded.
- C. This section does not limit the ability of a peace officer to kill a dog under the circumstances provided in W.S. § 11-31-301(d) or W.S. § 23-3-109.

(Ord. _____ § 1 (Exh. A), 2024).

7.05.040 Disposal of dead animals.

A. Owners shall dispose of deceased Animals within 24 hours by burying them in a lawful location, transferring them to a veterinary clinic, cremating the remains, or disposing of them in accordance with rules and regulations of the Teton County Trash Transfer Station. If the Teton County Trash Transfer Station is closed, the time limit set forth herein is extended through the hours of operation on the first business day that the Teton County Trash Transfer Station is open.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 16, 2005; Ord. 649 § 1, 2000; Ord. 146 §§ 11, 15, 1971).

Chapter 7.08 TREATMENT AND USE OF ANIMALS

7.08.010 Killing, maiming or disfiguring animals. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 14 § 1, 1926).

7.08.020 Cruelty to or neglect of animals.

- A. It is unlawful for any person, either through their action or omission, to:
 - 1. Intentionally or knowingly unnecessarily injure, beat, or cause suffering to an animal;
 - 2. Knowingly carry an animal in a manner that poses undue risk of injury or death;
 - 3. Knowingly override an animal or drive an animal when overloaded;
 - 4. Abandon an animal. The relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this Section;
 - 5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;
 - 6. Place, leave, or confine an animal, or allow an Animal to be placed, left or confined, in a Vehicle without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that would constitute a hazard to the Animal;

7. Cause the death, injury or suffering to an Animal except when performed by a licensed veterinarian or veterinary office;
8. Cause or allow an Animal to remain in its own filth, urine, or feces;
9. In the case of immediate, obvious, serious illness or injury to the Animal, fail to provide the animal with appropriate care;
10. Keep an Animal in a manner that results in chronic or repeated serious physical harm to the Animal;
11. Attach or allow to be attached a collar or harness to an Animal that is of an inadequate size so that it restricts the Animal's growth or causes damage to the Animal's skin;
12. Attach or allow to be attached a tether that is not appropriately sized for the Animal or so heavy as to restrict or burden the Animal's movements which causes harm to the Animal;
13. Tease, taunt, or provoke an aggressive reaction from an Animal;
14. Fail to place or attach a tether to avoid entanglement with chains of other Animals or other objects so as to deny the Animal convenient and safe access to food, water, or shelter;
15. Own, possess, keep, or train an Animal with the intent to allow the Animal to engage in an exhibition of fighting with another Animal;
16. For gain cause or allow any Animal to fight with another Animal;
17. Promote any Animal fighting;
18. Shoot at, place poison, a toxicant, or other substance, or otherwise intentionally act to seriously injure or destroy any Animal owned by another person while the Animal is on property where the Animal is authorized to be present;
19. Intentionally frighten, scare, or torment an Animal with loud noises;
20. Crop an Animal's ear or dock an Animal's tail unless it is performed by a licensed veterinarian; and 21. Intentionally poison any Domestic Animals or expose any poisonous substance with the intent that it be devoured by Domestic Animals.

.(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 12, 2005; Ord. 645 § 1, 2000; Ord. 609 § 1, 1998; Ord. 189 § 1, 1976; Ord. 146 § 13, 1971; Ord. 15 § 2, 1926).

7.08.030 Animals in public places.

- A. It is unlawful for an Owner to permit an Animal to leave their Premises without the Animal being under Control.
- B. It is unlawful for any person to tie, tether, or otherwise fasten an Animal to any structure or object where:
 1. The Animal is not securely tied, tethered, or otherwise fastened to the structure or object,
 2. The Animal presents a danger or nuisance; or
 3. The Animal obstructs or interferes with vehicular or pedestrian traffic along any public roadway, pathway, sidewalk, alley, or ingress/egress of any building from public property.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 1976; Ord. 15 § 3, 1926).

7.08.040 Release of animals.

- A. It is unlawful for any person to release any Animal At Large or fail to close any gate which they have opened by which any Animal may escape.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.045 Gate and fence maintenance.

- A. It shall be the Owner's responsibility to maintain and repair all gates and fences around any Animal enclosure.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 3, 1976).

7.08.050 Herding.

- A. It is unlawful for any person to drive, herd, or cause to be driven or herded any Livestock upon any public highway, street, alley, pathway, sidewalk, or other public thoroughfare unless written permission is obtained from the Town Manager, or their designee .

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 189 § 4, 1976).

7.08.60 Vehicular collisions with Domestic Animals.

A. The driver of any Vehicle that collides with a Domestic Animal shall immediately and safely stop to render such assistance as is safely possible to the Domestic Animal, and shall take reasonable steps to notify the Owner of the Domestic Animal, or, in the event the Owner cannot be ascertained or located, to give notice to an Animal Control Officer or law enforcement.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.08.070 Supplemental feeding of wildlife.

- A. It is unlawful for any person to provide supplemental feed to wildlife.

A person engaged in the following activities that leads to wildlife accessing Supplemental Feed is not subject to liability under this section:

1. The normal feeding of Livestock;
2. Normal agricultural practices that involve raising crops and crop aftermath, including hay, alfalfa, and grains produced, harvested, stored, or fed to Livestock;
3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, and other edible materials.
5. Providing Supplemental Feed pursuant to authorization of an agency of the State of Wyoming or the United States of America.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

7.08.080 Wildlife attractants.

- A. It is unlawful for any person to knowingly store, keep, leave out, dispose of, or place any Wildlife Attractant on or about any property that is not in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105 of this Code.
- B. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 of this Code or maintained by pruning the tree branches to be at least ten feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1322 § 1, 2022).

Chapter 7.12 DOG LICENSES AND REGULATIONS

7.12.020 Dog license required.

- A. It is unlawful for a person to own or keep a dog over the age of three months within the Town for more than 30 days without a valid Town or Teton County, Wyoming license tag.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 793 §§ 4, 6, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12 025- Applications—Initial and renewal.

- A. Those seeking a license must complete an application pursuant to this section.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.
- C. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.
- D. Payment of the application fee.
- E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license is issued or renewed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 4, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12.030 License—Conditions of issuance. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 12, 1971).

7.12.040 License—Revocation. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 3, 1971).

7.12.090 Rabies vaccination required.

A. It is unlawful for any person to own or keep a dog or cat over the age of three months within the Town unless the dog or cat has a current vaccination against rabies.

B. The Owner of the dog or cat shall possess a tag or documentation from a licensed veterinarian, and the current contact information of the veterinarian, showing the dog or cat has a valid and current vaccination and provide it to an Animal Control Officer upon request.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009).

7.12.100 Rabid dog—muzzling. Repealed.

(Ord. _____ § 1 (Exh. A), 2024; Ord. 920 § 2, 2009; Ord. 146 § 10, 1971).

7.12.110 Rabies control.

- A. If an Animal Control Officer has reason to believe an Animal has been exposed to rabies or is infected with rabies, they may order the Animal quarantined in accordance with the procedures set forth in Section 6 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.
- B. If an Animal Control Officer has reason to believe an Animal possibly exposed a person to rabies, they may order the Animal quarantined in accordance with Section 7 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.
- C. If a quarantine under this Section cannot be imposed because the Animal cannot be captured, an Animal Control Officer may euthanize the Animal after reasonable capture methods have been exhausted. Euthanasia under this Section shall be in a humane manner that avoids damage to the Animal's head.

(Ord. _____ § 1 (Exh. A), 2024)

ORDINANCE AL

AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Chapter 9.34 of the Municipal Code of the Town of Jackson is hereby repealed as follows:

9.34.010- Cruelty or neglect of animals. (REPEALED).

(Ord. ____ § 1, 2024; Ord. 1317 § 1 (Exh. A), 2022; Ord. 162 § 22, 1973).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ORDINANCE AM

AN ORDINANCE AMENDING TITLE 7, ANIMALS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Title 7 of the Town of Jackson Municipal Code is hereby amended to read as set forth in **Exhibit A** attached hereto, copies of which are on file in the office of the Town Clerk and on the Town of Jackson website and available for inspection.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 2024.

PASSED 2ND READING THE _____ DAY OF _____ 2024.

PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____ 2022. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

TITLE 7 ANIMALS

Chapter 7.02 DEFINITIONS, ~~AUTHORITY~~~~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 Hhorses, 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 Domestic ~~A~~animal shall immediately and safely stop and to immediately render such assistance as is safely possible to the Domestic Animal, and shall take reasonable steps to notify the Owner of the Domestic Animal-report the incident to either the animal's owner, or, in the event the Owner cannot be ascertained ~~and or~~ located, to give notice to an Animal Control Officer or law enforcement.

(Ord. § 1, 2024; Ord. 920 § 2, 2009).

7.08.070 Supplemental feeding of wildlife.

- A. It is unlawful for any ~~No~~ person ~~shall to~~ provide supplemental feed to wildlife.

~~B. As used in this section, the term "supplemental feed" means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed, or birdseed, and any other feed product that may be consumed by wildlife. A person engaged in any of the following activities that leads to wildlife accessing Supplemental Feed is not subject to liability under this section:~~

1. The normal feeding of Livestock, ~~excluding the storage of the feed;~~
2. Normal agricultural practices that involve ~~The practice of~~ raising crops and crop aftermath, including hay, alfalfa, and grains produced, harvested, stored, or fed to ~~domestic~~ Livestock ~~in accordance with normal agricultural practices;~~

3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but ~~if and~~ only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, ~~or and~~ other edible materials.
5. ~~The person is authorized to provide~~ Supplemental feed pursuant to authorization of an agency of ~~either~~ the State of Wyoming or the United States of America.

(Ord. § 1, 2024; Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

7.08.080 Wildlife attractants.

- ~~A. As used in this section, the term "wildlife attractant" means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.~~
- ~~BA. It is unlawful for any~~ No person ~~shall to~~ knowingly store, keep, leave out, dispose of, or place any ~~wildlife attractants~~ on or about any property that is not in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105 of this Code.
- ~~C. Repeal. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fence, or enclosure as set forth in Section 8.12.105.~~
- ~~BD. Ornamental fruit bearing trees.~~ Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 of this Code or maintained by pruning the tree branches to be at least ten feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. § 1, 2024; Ord. 1322 § 1, 2022).

Chapter 7.12 DOG ~~AND CAT~~ LICENSES AND REGULATIONS

7.12.020 Dog ~~and cat~~ license required.

- A. It is unlawful for a person to own or keep a dog over the age of three months within the Town for more than 30 days without a valid Town or Teton County, Wyoming license tag. Any dog or cat residing in Town more than 30 days must be licensed.

7.12 025- Applications—Initial and renewal.

- A. Those seeking a license must complete an application pursuant to this section.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.

C. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.

D. Payment of the application fee.

E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license is issued or renewed.

~~B. Such license shall not be issued until~~

~~Payment of the applicable fee in an amount established by resolution and~~

~~presentation of a current and valid certificate subscribed by a licensed veterinarian that the dog or cat has been vaccinated against rabies, and that dog or cat is current on its rabies vaccination. The vaccination certificate shall indicate the date of vaccination, the type used and the period of immunization.~~

~~C. Licenses shall be renewed at the start of every calendar year.~~

~~D. Dogs and cats less than four months of age are exempt from having licenses.~~

~~E. Upon issuance, the license tag shall be fastened to the dog's collar or harness. Such tags shall be worn at all times when the dog is off the premises of its owner.~~

(Ord. § 1, 2024; Ord. 1280 § 5, 2021; Ord. 920 § 2, 2009; Ord. 793 § 4, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 §§ 1, 2, 1976; Ord. 146 §§ 2, 4, 1971).

7.12.030 License—Conditions of issuance. Repealed.

~~Licenses issued in accordance with this chapter are conditioned upon the requirement for humane care of the dogs or cats and for compliance by the owner with all provisions of this chapter and other applicable state and local laws.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 12, 1971).

7.12.040 License—Revocation. Repealed.

~~The Town Clerk or an Animal Control Officer may revoke any license if the person holding the license refuses or fails to comply with this or any state or local law governing cruelty to animals or the keeping of animals. When a license is revoked, the owner of the dog or cat shall within ten days thereafter surrender the dog or cat to the animal shelter, remove the dog or cat from the Town jurisdiction or humanely euthanize the dog or cat.~~

~~No part of the license fee shall be refunded.~~

~~A. If the owner fails to surrender the dog or cat to the Animal Shelter, remove the dog or cat from the Town jurisdiction or euthanize the dog or cat being owned, kept or harbored by such person as required in this chapter, such dog or cat may be seized by an Animal Control Officer subject to a Court's disposition of the dog or cat and, thereafter, put up for adoption or humanely disposed of.~~

(Ord. § 1, 2024; Ord. 920 § 2, 2009; Ord. 793 § 5, 2005; Ord. 213 § 1, 1977; Ord. 146 § 3, 1971).

7.12.090 Rabies vaccination required.

A. It is unlawful for any person to own or keep a dog or cat over the age of ~~three~~ months within the Town unless the dog or cat has a current vaccination against rabies.

B. The Owner of the dog or cat shall possess a ~~tag or documentation~~ from a licensed veterinarian, and the current contact information of the veterinarian, showing the dog or cat has a valid and current vaccination and provide it to an Animal Control Officer upon ~~request~~.

~~A rabies certificate signed by a licensed veterinarian showing that a dog or cat has been vaccinated against rabies is required of all dog and cat owners.~~

(Ord. ~~§ 1, 2024~~; Ord. 920 § 2, 2009).

7.12.100 Rabid dog—muzzling. Repealed.

~~Whenever it becomes necessary to safeguard the public from the dangers of hydrophobia, the Mayor, if he deems it necessary, may issue a proclamation ordering every person owning a dog to confine it securely on his premises and to muzzle the dog with a muzzle of sufficient strength to prevent its biting any person. Any unmuzzled dog found within the Town during the time of the proclamation shall be seized and impounded, unless noticeably infected with rabies. All dogs so noticeably infected with rabies and displaying vicious propensities shall be killed by a Police Officer or other authorized person finding such dog, without notice to the owner. If it is determined that an impounded dog is not infected, the dog shall be released to the owner upon payment of the impounding charge provided for in this title. If unclaimed after 30 days, the dog may be summarily destroyed or adopted.~~

(Ord. ~~§ 1, 2024~~; Ord. 920 § 2, 2009; Ord. 146 § 10, 1971).

7.12.110 Rabies control.

A. If an Animal Control Officer has reason to believe an Animal has been exposed to rabies or is infected with rabies, they may order the Animal quarantined in accordance with the procedures set forth in Section 6 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.

B. If an Animal Control Officer has reason to believe an Animal possibly exposed a person to rabies, they may order the Animal quarantined in accordance with Section 7 of the Livestock Board's State Veterinarian's Rabies Prevention and Post Exposure Management Rules found in Wyoming Rules and Regulations.

C. If a quarantine under this Section cannot be imposed because the Animal cannot be captured, an Animal Control Officer may euthanize the Animal after reasonable capture methods have been exhausted. Euthanasia under this Section shall be in a humane manner that avoids damage to the Animal's head.

(Ord. ~~§ 1, 2024~~)

ORDINANCE AL

AN ORDINANCE REPEALING CHAPTER 9.34, CRUELTY TO ANIMALS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Chapter 9.34 of the Municipal Code of the Town of Jackson is hereby repealed as follows:

9.34.010- Cruelty or neglect of animals. (REPEALED).

~~A. It is unlawful for any person, either through their action or omission, to:~~

~~1. Intentionally or knowingly unnecessarily injure or beat an animal;~~

~~2. Knowingly carry an animal in a manner that poses undue risk of injury or death;~~

~~3. Knowingly override an animal or drive an animal when overloaded;~~

~~4. Abandon an animal. Relinquishment of an animal to a public or private animal shelter or like facility is not a violation of this subparagraph;~~

~~5. Fail to provide adequate food, clean water, protection from the elements, adequate sanitation, adequate facilities, or standard and accepted veterinary care for an animal's health and well-being;~~

~~6. Place, leave, or confine an animal, or allow an animal to be placed, left or confined, in a motor vehicle or trailer without providing adequate air, ventilation, food, water, sanitary conditions, bedding, shelter or protection from heat, cold or other environmental conditions or under other circumstances that may cause bodily injury or death of the animal;~~

~~7. Cause the death, injury or suffering to an animal except when performed by a licensed veterinarian or veterinary office;~~

~~8. Cause or allow an animal to remain in its own filth, urine, or feces;~~

~~9. In the case of immediate, obvious, serious illness or injury to the animal, fail to provide the animal with appropriate care;~~

~~10. Keep an animal in a manner that results in chronic or repeated serious physical harm to the animal;~~

~~11. Attach or allow to be attached a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;~~

~~12. Attach or allow to be attached a tether that is not appropriately sized for the animal or so heavy as to restrict or burden the animal's movements which causes harm to the animal;~~

~~13. Tease, taunt, or provoke an aggressive reaction from an animal; and~~

~~14. Fail to place or attach a tether to avoid entanglement with chains of other animals or other objects so as to deny the animal convenient and safe access to shelter;~~

~~15. Own, possess, keep, or train an animal with the intent to allow the animal to engage in an exhibition of fighting with another animal;~~

~~16. For gain cause or allow any animal to fight with another animal;~~

~~17. Promote any animal fighting; and~~

~~18. Shoot, poison, or otherwise intentionally act to seriously injure or destroy any animal owned by another person while the animal is on property where the animal is authorized to be present.~~

~~B. An "animal" for purposes of this ordinance is defined as any living creature other than a human.~~

(Ord. § 1, 2024; Ord. 1317 § 1 (Exh. A), 2022; Ord. 162 § 22, 1973).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	December 16, 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 on third reading 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 second 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 third reading and designate them Ordinances 1427 through 1431, respectively.

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 August 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 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:

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 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.

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 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.

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 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.

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 16, 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 and New Waste Removal become the absolute owner of all Municipal Solid Waste and Compostable /Recyclable Materials to be collected under this Franchise.
- **Conduct of Work.** Star Valley Disposal and New Waste Removal 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 and New Waste Removal must comply with these regulations.
- **Pay as You Throw.** Star Valley Disposal and New Waste Removal must comply with this ordinance.
- **Serve any area annexed into the Town in the future.**

Possible Alternatives.

Council could adopt the franchise ordinance at second 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 Tow'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 third reading and designate them Ordinances 1432 and 1433, respectively.

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 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:

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

STAFF REPORT



Meeting Date:	December 16, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Extension CenturyLink Franchise Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

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

Recommendations.

Staff recommends Council approve the ordinance extending the franchise.

Background.

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

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

Throughout 2024 Council authorized multiple extensions and, at this point, only the fee remains to be negotiated. The parties do, however, need more time to finalize the fee details.

Analysis & Key Policy Questions.

Is Council willing to extend the CenturyLink franchise for 120 days?

- **Policy Considerations.** Important policy issues associated with this item include that 1) Telecommunications services are a critical service to residents and businesses within the Town of Jackson and the service will be able to continue during the extension; and 2) CenturyLink will continue to pay the franchise fee during the extension.
- **Staff Recommendation.** Staff recommend Council approve the ordinance granting another four-month extension, during which time the Town Attorney will finalize all terms and conditions and, specifically, negotiate an appropriate fee for CenturyLink to operate within the rights-of-way of the Town. The Town Attorney will ultimately provide a contract (via ordinance) for the Council to consider.

Possible Alternatives.

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

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

It should be noted that telecommunications franchise negotiations do involve professional services, as the Legal Department, usually and in this case is doing so, works with a telecommunications law firm with expertise in this area when renegotiating these contracts.

Staff Impact.

The staff impact of this item has been focused in the Legal Department, estimated at 40 hours, and Public Works and Administration, estimated at a combined 12 hours.

Attachments or Links.

Ordinance P.

Suggested Motion.

I move to approve Ordinance P, an ordinance granting a four-month extension of the current CenturyLink Franchise on first reading.

ORDINANCE P

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

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

SECTION I.

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

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____
Arne Jorgensen, Mayor

ATTESTATION OF TOWN CLERK

[illegible]

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

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

Town of Jackson, WY

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

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: December 15, 2024

RE: Town Manager's Report

Council Regular and Special Meetings for 2025

Below is the schedule for regular meetings in 2025. Special meetings that are not yet included in this list include:

1. A special meeting in 2025 to conduct the Town Council retreat.
2. Special meetings in 2025 for joint board interviews which are expected to be set at the January 6 joint meeting.
3. Special meetings in winter/spring 2025 to review the FY26 budget.

Additionally, conflicts exist for the January 21 Town Council meeting due to travel needs to travel to Cheyenne for the newly elected officials boot camp.

2025						
JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
Legend:  Holiday  Regular 6pm Mtg  Special Mtg  Regular 1:30pm JM  Special JM  Regular 1:30pm Workshop						

Temporary Sign Permits

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

- ✓ JH Nordic Alliance requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from January 1-13, 2025, to advertise their Annual Free Nordic Ski, Fat Bike & Snowshoe Event (P24-176).

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

Mercer Cabin Relocation Proposal

After re-releasing the Request for Proposals for the purchase and relocation of the Mercer Cabin from Karns Meadow on September 17, 2024, we received one new proposal. The Teton County Historic Preservation Board proposed relocating the cabin across the street from Karns Meadow on Town of Jackson property south of the START facility. The location is a detention basin and a portion of it is an easement for a future pathway. The site was determined by staff to be inappropriate for the permanent relocation of a historic cabin primarily due to civil engineering issues related to the detention basin. We have communicated this with the applicant and welcome additional proposals with more suitable locations.