

Regular Town Council Meeting

March 2, 2026

6:00 PM

Town Council Chambers

Chair: Arne Jorgensen

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/89779717530?pwd=mP5wvkl3t9jDhVqLF31SSpiv6R5Gbv.1>

Or join at zoom.com with Webinar ID: **897 7971 7530** and Password: **83001** or by phone: **+1 253 205 0468**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Red Cross Month
 - 2. National Employee Appreciation Day
 - 3. Women's History Month

III. PUBLIC COMMENT

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

- A. Hidden Ranch HOA

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. February 17, 2026 Regular Town Council Workshop
 - 2. February 17, 2026 Regular Town Council Meeting
 - 3. February 19, 2026 Special Town Council Workshop
- B. Disbursements
- C. Contracts
 - 1. Easement Agreement with the Jackson Teton County Housing Authority Board

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

- D. 2026 Spring and Fall Patching and Overlay Contract Award (Brian Lenz)
- E. Teton County Justice Center Shoring Encroachment Agreement (E26-0021) (Brian Lenz)
- F. Hitching Post Deed Restrictions (April Norton)
- G. Appeal of Planning Director Decision at 80 E. Kelly Ave. (P26-015) (Lea Colasuonno)

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

- A. Administration
 - 1. Employee Housing Opportunities at 90 Virginian Lane (Tyler Sinclair)
- B. Internal Services
 - 1. Purchase of Employee Reviving Right of First Purchase or Rental (Roxanne Robinson, 30 mins)
- C. Planning & Building
 - 1. Development Plan for a Mixed-Use Development at 145 W. Pearl Ave. and 65 S. Glenwood St. (P25-205) - *This item will be continued.*

VI. ORDINANCES

- A. Ordinances B & C: Ordinances Amending the Land Development Regulations Related to Nonconforming Development, Parking and Loading Standards, and Administrative Adjustments (P25-176) (Third Reading, to be designated Ordinances 1452 and 1453)
 - 1. Ordinance B: An Ordinance Amending the Land Development Regulations Related to Nonconforming Development
 - 2. Ordinance C: An Ordinance Amending the Land Development Regulations Related to Parking and Loading Standards and Administrative Adjustments
- B. Ordinance D: An Ordinance Annexing a Parcel of Land Generally Located to the East of Nelson Drive (Third Reading, to be designated Ordinance 1454)
- C. Ordinance E: An Ordinance Updating Council Salaries (Roxanne Robinson, First Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports & Meeting Check-In

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report
 - 1. 2026 Council Retreat Outcome Review

IX. ADJOURN

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



TOWN OF JACKSON

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.



TOWN OF JACKSON

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.

AMERICAN RED CROSS MONTH
Recognizing March 2026 as American Red Cross Month

WHEREAS, during American Red Cross Month in March, we recognize the compassion of people in Jackson and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country’s history — who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton’s commitment as they step up through the Wyoming Chapter of the American Red Cross to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people’s darkest hours — whether it’s delivering shelter, food and comfort during disasters; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

NOW, THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby proclaim March 2026 as Red Cross Month and encourage all citizens of Jackson to reach out and support its humanitarian mission.

DATED THIS 2ND DAY OF MARCH 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

NATIONAL EMPLOYEE APPRECIATION DAY

WHEREAS, organizations across the United States use National Employee Appreciation Day as an opportunity to recognize their employees; and

WHEREAS, the Town of Jackson as an organization relies upon the hard work and dedication of its employees; and

WHEREAS, Town of Jackson employees play a vital role in the success of our organization, which in turn leads to the success of Jackson as a community; and

WHEREAS, seven days a week, our employees are working to ensure the health and happiness of our community members, often working in the background and rarely receiving acknowledgment for their invaluable contributions; and

WHEREAS, we take this opportunity to thank the staff of our Police, Fire/EMS, Transit, Public Works, Administration, Finance, External Affairs, Internal Services, IT, Legal, Court, Planning and Building, START Bus, Parks & Rec, and Housing departments for your hard work as individuals and as teams.

NOW, THEREFORE, BE IT RESOLVED THAT, I, Arne Jorgensen, Mayor of the Town of Jackson, on behalf of the Jackson Town Council, proclaim March 6, 2026 as National Employee Appreciation Day and express our most sincere thanks to Town of Jackson employees, and we urge all local business owners to recognize and celebrate their workforce too.

DATED THIS 2ND DAY OF MARCH 2026.

TOWN OF JACKSON

By: _____
Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovorka, Town Clerk

PROCLAMATION FOR WOMEN’S HISTORY MONTH

WHEREAS, throughout history, women have driven humanity forward on the path to a more equal and just society; and

WHEREAS, through hardship and strife in every realm of life, women have steadfastly joined together to overcome adversity and lead the charge for a fairer, more inclusive society; and

WHEREAS, during Women’s History Month, we honor the countless women who sacrificed to ensure all people have an equal shot at pursuing the American dream; and

WHEREAS, in the face of discrimination and undue hardship, women have never given up on the promise of this country: that with hard work and determination, nothing is out of reach; and

WHEREAS, during Women’s History Month, we remember the trailblazers of the past, including the women who are not recorded in history books, and we honor their legacies by carrying forward the valuable lessons learned from powerful examples they set; and

WHEREAS, for too long, women were formally excluded from full participation in our society and our democracy; and

WHEREAS, because of the courage of so many bold women who dared to transcend preconceived expectations and prove they were capable of doing all that men can do and *more*, advances were made, discoveries were revealed, and barriers were broken; and

WHEREAS, whether serving in elected positions across America, venturing into unknown frontiers, or programming revolutionary technologies, generations of women that knew their gender was no obstacle to what they could accomplish have stirred new ideas and opened new doors, making a profound impact on our Nation; and

WHEREAS, though we have made great progress toward achieving gender equality, work remains to be done. Women still earn, on average, less for every dollar made by men; and

WHEREAS, we must strive to build the future we want our children to inherit—one in which their dreams are not deferred or denied, but where they are uplifted and praised. We have come far, but there is still far to go; and

WHEREAS, this month, as we reflect on the marks made by women throughout history, let us uphold the responsibility that falls on all of us—regardless of gender—and fight for equal opportunity for all.

NOW, THEREFORE, BE IT RESOLVED, that I, Arne Jorgensen, Mayor of the Town of Jackson, on behalf of Jackson’s Town Council, proclaim March 2026 Women’s History Month and call upon Jackson-ites to observe this month and to celebrate International Women’s Day on March 8.

DATED THIS 2nd DAY of MARCH 2026.

TOWN OF JACKSON

By: _____
Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovorka, Town Clerk

February 10, 2026

Jackson Mayor and Town Council

Attention: Riley Hovorka, Jackson Town Clerk

PO Box 1687

Jackson, WY 83001

The Hidden Ranch Homeowners' Association 2026 Board of Directors wishes to have our speed limit reduction petition put before the Town Council for consideration on the March 2nd agenda. Representing the Hidden Ranch HOA at the meeting will be Maggie Radford, Hidden Ranch HOA Board President. Additionally, other Board members and neighbors will likely be in attendance and available as needed.

Enclosed is the petition for the speed limit reduction from 25 mph to 15 mph, as well as the Board Minutes approving this request from last year and Board Minutes from the new Board reaffirming support for our request. Please let me know if you need any additional information.

Best regards,



Maggie Radford

President

Hidden Ranch Board of Directors

August 1, 2025

Jackson Mayor and Town Council
Po Box 1687
Jackson, WY 83001

The Hidden Ranch Homeowners' Association of Board of Directors is formally petitioning the Town of Jackson to reduce the speed on the city streets located in the Hidden Ranch subdivision from 25 mph to 15 mph. The Board of Directors held a meeting on August 1, 2025 and voted for the speed reduction due to concerns over pedestrian and biker safety. We have attached the agenda and minutes from this meeting. We are requesting the speed reduction for Hidden Ranch Lane, Hidden Ranch Loop and Stelleria Lane east of the bridge over Flat Creek. These streets fall under town ordinances, not the HOA's CC&Rs, therefore we are submitting this formal petition.

As mentioned above, the basis for this request is pedestrian and biker safety. The underlying factors for this request include the following:

- There are no sidewalks in the Hidden Ranch sub-division. Pedestrians and bikers must use the street to walk to the bike path, the bus stop on Highway 89, walk their dogs and to get some exercise.
- There are curves on the two streets in the sub-division which limits visibility. Visibility is further compromised in the summer due to mature landscaping and in the winter due to snow.
- There is no through traffic in the subdivision so the reduced speed limit will largely impact residents of the neighborhood.
- The town ordinance allowing for increased occupancy in residences has resulted in more cars parked on streets forcing pedestrians away from curbs in more places and further into streets.
- Increased bike traffic as residents opt for multi-model forms of transportation and the opening of a bike rental business on Highway 89 which uses city streets to test out bicycles.
- An increased number of families with children living in the neighborhood.

Thank you for your consideration on this matter. Please feel free to contact us with questions or concerns. We look forward to your support.

Sincerely,

Hidden Ranch Board of Directors

Hidden Ranch Homeowners' Association

Board of Director's Meeting
Friday, August 1, 2025 – 11:00 AM

Minutes

Attendance:

David Banack

Charley Boyton, GTPM

Melanie Cohodes

Katy Hollbacher

Ian Tyree

1. Reduce Speed Limit to 15mph

A meeting was called to discuss reducing the speed limit within the Hidden Ranch HOA. David Banack explained that speeding within the association has been prevalent and due to a recent incident involving a speeding driver, a formal meeting was called to record a vote to petition the Town of Jackson. Because there are so many children in the neighborhood this has worried many homeowners, who have approached Board members to reduce the speed for safety.

David Banack made a motion to approve petitioning the Town of Jackson to reduce the speed limit to 15mph. Ian Tyree seconded the motion. The vote was all in favor.

*Will Egan, a Board member not in attendance of the meeting, was also in favor of the motion as recorded in Board email correspondences.

2. Adjournment 11:40 AM

Respectfully submitted by Charley Boyton, Grand Teton Property Management

Hidden Ranch Homeowners' Association

Board of Director's Meeting
Wednesday, February 4th, 2026 – 9:15 AM
GTPM Conference Room

AGENDA

Board Members Present:

Maggie Radford
Margaret Hochheiser
Melanie Cohodes
Amy Wheeler
Anne Schuler

GTPM:

Tina Korpi
Charley Boyton

1. Ratification of Board Decision to Reduce the Speed Limit

The Board met today to ratify the decision to petition the Town of Jackson to reduce the speed limit within Hidden Ranch that was approved by the previous board of directors.

Anne Schuler made a motion to ratify the decision made by the previous board of directors to petition the Town of Jackson to reduce the speed limit on Hidden Ranch Loop. Amy Wheeler seconded the motion. The vote was all in favor.

2. Adjournment – 9:18 AM

- The Board then entered an executive session.

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

FEBRUARY 17, 2026

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 Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Alyson Sperry. Kevin Regan joined the meeting shortly after 1:30 p.m.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, David Garcia, Johnny Ziem, Max Moran, Cody Daigle, Russ Russchill, Paul Anthony, Susan Scarlata, and Riley Hovorka.

Parks and Recreation 5-Year Capital Improvement Plan Presentation. Tyler Florence, Max Moran, and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Council recessed at 2:53pm and reconvened at 2:59pm.

Parking Update. Charlotte Frei, Johnny Ziem, and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to direct staff to:

1. Implement 20-foot daylighting at the 60 intersections identified and 30-foot daylighting at the 5 intersections discussed today,
2. Initiate 3-hour parking at the Home Ranch, year-round, beginning approximately April 15, 2026,
3. Add an additional 15-minute loading area on a street near or adjacent to the parking structure, to accommodate tour company pick-up,
4. Redesignate 14 unrestricted spaces to ADA parking spaces in the downtown area over the next two summers, and
5. Communicate these changes to the community and tour operators.

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

Matters from Mayor and Council. Board and Commission Reports & Meeting Check-In. Jonathan Schechter provided an update from the JH Airport Board. Council discussed how the workshop went, recent public comment provided by the Presbyterian Church, and the WAM Winter Workshop in Cheyenne.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:58 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: February 25, 2026

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 17, 2026

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 Arne Jorgensen, Devon Viehman, Kevin Regan, and Alyson Spery. Jonathan Schechter joined the meeting at 6:01 pm.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, David Garcia, Johnny Ziem, Max Moran, Paul Anthony, Michelle Weber, Katelyn Page, Susan Scarlata, Wanna Johansson, and Riley Hovorka.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen.

Public Comment. There was no public comment.

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

A. **Meeting Minutes.** To approve minutes from the January 28-29, 2026 Special Town Council Meeting/Retreat and February 2, 2026 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 120WATER \$813.00; ACE HARDWARE \$988.52; ADVANCED NETWORK MANAGEMENT, INC. \$615.68; ALARMLOGIX \$266.00; AMAZON \$5,286.43; ANTLER MOTEL, INC. \$13,230.00; AT&T \$319.34; BERL ENTERPRISES LLC -\$1,598.40; BEST BEST & KRIEGER \$3,789.00; BLUE SPRUCE CLEANERS, INC. \$22.50; BOLAND, ANITA \$2,328.85; BUCKRAIL \$3,500.00; BURKHOLDER, SHAWN \$2,141.61; C & C CHEFS LLC \$3,135.20; CARQUEST AUTO PARTS INC. -\$16.34; CASELLE INC. \$2,388.00; CERTIFIED LABORATORIES \$905.85; CHILLER ICE, LLC \$174.00; CHRISTENSEN, DUSTIN \$155.00; COMMUNITY ENTRY SERVICES \$45,000.00; CONRAD & BISCHOFF INC. \$52,784.56; CONTROL SYSTEM TECHNOLOGY, INC. \$7,425.00; CREATIVE ENERGIES, LLC \$700.00; CRYSTAL CREEK CAPITAL \$2,250.00; DECKER GLASS \$380.90; DELTA DENTAL PLAN OF WYOMING \$13,871.65; DEX IMAGING \$582.84; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$300.00; DUSTBUSTERS, LLC \$10,855.02; E.R. OFFICE EXPRESS \$374.45; EFORCE \$12,900.00; ELAN ONE CARD \$36,636.64; ENERGY LABORATORIES INC. \$2,004.50; ESRI, INC \$12,628.97; ETNA TRADE PARK LLC \$4,062.00; FABRIC LABS, INC \$2,541.50; FLEETPRIDE \$919.60; FREEDOM MAILING SERVICE INC. \$1,934.75; FREMONT MOTOR CO. \$64,900.00; FUSION FLOORING LLC \$1,200.00; GEDDES, GLENN \$57.34; GILLIG LLC \$7,028.46; GLOBAL INDUSTRIAL \$2,506.64; GM SHEET METAL LLC \$125.36; GRAND TARGHEE RESORT \$29,418.00; GRIFFITH PARTNERSHIP LLC \$1,760.00; HARMONY DESIGN, INC \$456.50; HIGH COUNTRY HVAC LLC \$8,161.90; HIGH COUNTRY LINEN \$1,148.23; HIRST APPLGATE, LLP \$1,988.03; HNTB CORPORATION \$5,178.54; HUCKLEBERRY PROPERTY \$135.00; IDENTISYS, INC \$1,594.00; IMMIGRANT HOPE \$2,000.00; INTERSTATE BATTERY \$1,340.55; IVY OUTDOOR SERVICES LLC \$12,226.50; JACKSON GROUP LOCKBOX \$1,009.98; JACKSON HOLE LAW, PC \$3,502.50; JACKSON HOLE NEWS & GUIDE \$7,005.45; JH GLENWOOD UNIT 2 LLC \$135.00; JOE JOHNSON EQUIPMENT \$304.24; KJ'S SERVICES INVESTMENTS LLC \$2,975.00; LASER PROS INTERNATIONAL \$403.57; LAUSHINE, HARRISON \$155.00; LENOVO (UNITED STATES) INC. \$7,696.68; LOPEZ-MORGAN, CHRYSTAL \$100.00; LOWER VALLEY ENERGY INC \$65,739.14; MASTERCARE CLEANING JH, LLC \$546.36; MSC INDUSTRIAL SUPPLY CO \$324.11; NAPA AUTO PARTS INC. \$1,701.21; NELSON ENGINEERING \$430.00; OTIS ELEVATOR COMPANY \$6,696.84; OUTBACK LANDSCAPE OF WYOMING, LLC \$863.00; PERFORM PRINTING LLC \$101.66; PHAZE CONCRETE \$213.00; PITTS, SAMANTHA \$77.83; POINT S REXBURG \$1,620.00; PREMIER CLEANING SERVICES LLC \$1,730.00; QUADIENT FINANCE USA, INV \$2,104.87; QUADIENT LEASING USA, INC. \$541.68; R & A SAFETY LLC \$1,045.50; RAMANATHAN, BRINDA \$2,500.00; RICH, SAMUEL \$692.00; ROTARY CLUB OF JACKSON HOLE \$50.00; SARAZEN, ALEXANDRA \$4,812.50; SCHWARTZ, ANDY \$5,000.00; SHERWIN-WILLIAMS CO. \$123.78; SILVER CREEK SUPPLY \$80.58; SILVERSTAR \$6,130.00; SMITH PSYCHOLOGICAL SERVICES \$400.00; SOSA'S JANITORIAL SERVICE \$6,840.00; SOUTHERN TIRE MART LLC \$2,122.04; SPACE EXPLORATION TECHNOLOGIES CORP \$660.00; SPEEDY CPS, LLC \$1,439.50; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$21,042.39; STATE FIRE IDAHO \$9,466.00; SWEET SPIRITS PRESCHOOL & CHILDCARE \$3,850.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$34,664.06; TETON COUNTY INTEGRATED SOLID WASTE/RECY

\$25.00; TETON COUNTY PUBLIC HEALTH \$280.00; TETON COUNTY-FUND 10 \$643,546.21; TETON MOTORS INC \$879.60; TETON RENTAL CENTER \$414.30; THE AFTERMARKET PARTS COMPANY, LLC \$1,337.32; THE TIRE RACK, INC. \$1,684.96; THOMSON WEST \$2,490.96; TK ELEVATOR CORP. \$3,957.24; T-MOBILE \$62.70; TMSC LLC \$9,660.06; TREFONAS LAW, P.C. \$1,733.00; VALLEY WEST ENGINEERING, PC \$4,800.00; VELOCITY EHS \$4,200.00; VERIZON WIRELESS \$7,190.10; VIDEKI, DAVID \$1,500.00; VISION SERVICE PLAN (CT) \$3,889.84; WAM \$1,080.00; WARE, JOHN \$842.26; WBC PROPERTIES \$2,150.00; WELCOMING AMERICA \$1,000.00; WEST COAST CODE CONSULTANTS \$15,040.00; WEST FORK CONSTRUCTION \$361,340.24; WESTERN STATE \$174.16; WILSON, JOHN \$2,200.00; WINDCAVE INC \$114.86; WSP USA INC. \$34,243.60; WY CHILD SUPPORT ENFORCEMENT \$452.30; WY WORKERS' SAFETY & COMP \$12,809.22; WYOMING DEPARTMENT OF TRANSPORTATION \$113.12; WYOMING FIRST AID & SAFETY \$685.14; WYOMING LAW ENFORCEMENT ACADEMY \$130.00; WYOMING RETIREMENT SYSTEM \$213,624.00; WYOMING WATER QUALITY & POLLUTION CONTR \$270.00; WYOMING.COM INC \$5.00; YELLOW IRON WASTE, LLC \$1,134.00

C. **January Municipal Court Report.** To accept the January Municipal Court Report into record.

D. **Contracts.**

1. **Contract with Daida.** To approve the Contract with Daida, subject to minor changes by staff.
2. **Memorandum of Understanding with Presbyterian Church of Jackson Hole, Inc.** To approve the Memorandum of Understanding with the Presbyterian Church of Jackson Hole, Inc., subject to minor changes by staff.

E. **Expenditure Approval for Rec Center Aquatics Mechanical Equipment Purchases.** To approve the use of \$77,752 from the Parks and Recreation Fund Balance for aquatics mechanical parts.

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

Partial Vacation without Replat at 170 N. Glenwood Street (P26-004). Mayor Jorgensen recused himself from discussion and action on the item. The Council acknowledged a Partial Vacation without Replat between Lots 6 and 7 and between Lots 7 and 14, Block 7, Jackson Original Townsite subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated February 17, 2026. Mayor Pro Tempore Viehman called for the vote. The vote showed Mayor Pro Tempore Viehman, Alyson Sperry, Kevin Regan and Jonathan Schechter in favor. The motion carried.

Second Amendment to the Ground Lease for the S4 Flats Affordable Workforce Housing Development. April Norton and Roxanne DeVries Robinson made staff comment. David Valasquez and Joe Saunders commented on behalf of Figure 9, the development team. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to direct staff to draft the Second Amendment to the Ground Lease for the S4 Flats Affordable Workforce Housing Development to reflect the following:

1. Revising the unit type and count to nine (9) one-bedroom and four (4) two-bedroom condominium homes, for a total of thirteen (13) condominium homes;
2. Revising the restriction type to a mix of Affordable Ownership, Workforce Ownership, and Workforce Rental deed restrictions as presented;
3. Revising the parking provided to fourteen (14) spaces; and
4. Including a project timeline outlining key milestones to completion, with associated deadlines and default and cure provisions.

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

Review of Council Salaries. Roxanne DeVries Robinson made staff comment. Council held discussion with staff. Orion Dellorado made public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to place an ordinance updating the Council salaries on the agenda for the March 2, 2026 Town Council meeting for first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Town-Owned 155 West Simpson Avenue Building (Vertical Harvest location) - Request to Sublease. Lea Colasuonno made staff comment. Council held discussion with staff. Nona Yehia commented on behalf of Vertical Harvest. Scott Stein commented on behalf of Slow Foods. Carrie Stanley, Caroline

Kroft Este, Amanda McFarlen, Brent Tice, Ian McGregor, Johnny Fifies, Tim McLaurin, Orion Delloradio, Anna Olsen, and Jonah Sloven made public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to direct staff to 1) update the Commercial Lease and 2) draft a direct lease between the Town and Slow Food of the Tetons, all in accordance with the staff recommendations in the staff report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:20pm and reconvened at 8:26pm.

Resolution 26-02: FY26 Budget Amendment #2. Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Alyson Sperry to approve Resolution 26-02 adopting amendments to the Fiscal Year 2026 budget as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 26-03: A Resolution Providing Approval for a Grant to Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage). Riley Hovorka made staff comment. Jim Elwood commented on behalf of Jackson Hole Airport. Council held discussion. There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adopt Resolution 26-03, a resolution approving FAA Airport Improvement Grant Agreement Number 3-56-0014-089-2026 in the amount of \$3,678,235 for the Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage) project. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Kevin Regan to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance A: An Ordinance Amending the Zoning Map at 252 & 254 E. Simpson Ave. (P25-156).

PURSUANT TO DIVISION 8.7.3 ZONING MAP AMENDMENT, DIVISION 1.7.2 ESTABLISHMENT OF ZONES AND OVERLAYS, AND DIVISION 1.7.3 OFFICIAL ZONING MAP INCORPORATED BY REFERENCE, OF THE LAND DEVELOPMENT REGULATIONS, CHANGING THE ZONING CLASSIFICATION FROM OFFICE RESIDENTIAL (OR) TO PUBLIC/SEMI-PUBLIC (P/SP) FOR LOTS 5 & 6, BLOCK 9, CACHE-2 ADDITION TO THE TOWN OF JACKSON (ADDRESSED AS 252 & 254 EAST SIMPSON AVENUE). BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Alyson Sperry and seconded by Jonathan Schechter to approve Ordinance A on third reading and designate it Ordinance 1451. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance B: An Ordinance Amending the Land Development Regulations Related to Nonconforming Development.

AN ORDINANCE AMENDING ARTICLE 1 GENERAL PROVISIONS, DIVISION 1.9, NONCONFORMITIES, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance C: An Ordinance Amending the Land Development Regulations Related to Parking and Loading Standards and Administrative Adjustments.

AN ORDINANCE AMENDING ARTICLE 6, USE STANDARDS APPLICABLE IN ALL ZONES, DIVISION 6.2, PARKING AND LOADING STANDARDS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

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

Ordinance D: An Ordinance Annexing a Parcel of Land Generally Located to the East of Nelson Drive.

AN ORDINANCE ANNEXING TO THE TOWN OF JACKSON, WYOMING A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 116 WEST, 6TH P.M, TETON COUNTY, WYOMING (GENERALLY LOCATED TO THE EAST OF NELSON DRIVE). BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Alyson Sperry and seconded by Devon Viehman to approve Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Board and Commission Reports & Meeting Check-In. Council discussed the meeting, length of discussion, and public comment for each item. Council discussed setting a Council salary pay philosophy. A motion was made by Alyson Sperry and seconded by Devon Viehman to direct the Town Manager or their designee to draft a brief Scoping Staff Report about Council salary to be added to an agenda within 60 days. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on \$1M in congressionally directed spending received by the Town for project on Snow King Avenue, an anonymous gift of \$25K for the Aspen Hill Cemetery, and a Climate Smart Communities grant opportunity. A motion was made by Alyson Sperry and seconded by Kevin Regan to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to adjourn. Mayor Jorgensen 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:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: February 25, 2026

TOWN COUNCIL PROCEEDINGS – **UNAPPROVED**

FEBRUARY 19, 2026

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Sperry.

STAFF: Tyler Sinclair, Lea Colasuonno, David Garcia, Kelly Thompson, Michelle Weber, Susan Scarlata, and Riley Hovorka.

Strategic Budgeting. Tyler Sinclair and Kelly Thompson made staff comment. Council held discussion with staff. Alex Norton with OPS Strategies provided comment.

Council recessed at 2:59 p.m. and reconvened at 3:09 p.m.

Discussion continued. Tyler Sinclair and Susan Scarlata made staff comment. Council held discussion with staff. No motion was made.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:20 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: March 4, 2026

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	842032026	PAYROLL DEDUCTIONS	02/01/2026	32.00	.00	
Total 328:					32.00	.00	
51	ACE HARDWARE	931475	MASKING TAPE	01/04/2026	8.99	.00	
51	ACE HARDWARE	932005	P TRAP & J BEND	01/09/2026	.99	.00	
51	ACE HARDWARE	933180	USE CREDIT 922428 \$2 - GROU	01/22/2026	40.95	.00	
51	ACE HARDWARE	933656	TOTE, TAPE, SURGE, KNIFE & E	01/27/2026	457.89	.00	
51	ACE HARDWARE	933856	PICTURE HANGER	01/29/2026	6.49	.00	
51	ACE HARDWARE	933908	RESPIRATOR	01/29/2026	16.99	.00	
51	ACE HARDWARE	934166	CAULK	02/02/2026	8.99	.00	
51	ACE HARDWARE	934167	BATTERY	02/02/2026	7.49	.00	
51	ACE HARDWARE	934173	BRUSHES	02/02/2026	6.48	.00	
51	ACE HARDWARE	934183	BI-FOLD DOOR	02/02/2026	7.49	.00	
51	ACE HARDWARE	934214	MOLD KIT & TOWELS	02/02/2026	23.98	.00	
51	ACE HARDWARE	934345	WIRE STRIPPER LOCK & SCRE	02/03/2026	27.48	.00	
51	ACE HARDWARE	934350	ICE MELT	02/03/2026	34.99	.00	
51	ACE HARDWARE	934459	CONN WIRE	02/04/2026	3.49	.00	
51	ACE HARDWARE	934518	PAINT SUPPLIES	02/05/2026	12.47	.00	
51	ACE HARDWARE	934525	WALL PLATES	02/05/2026	9.98	.00	
51	ACE HARDWARE	934596	WALL PLATE & SWITCH	02/05/2026	12.97	.00	
51	ACE HARDWARE	934797	JIGSAW SET	02/08/2026	29.99	.00	
51	ACE HARDWARE	934849	BIFOLD DOOR	02/09/2026	7.49	.00	
51	ACE HARDWARE	934884	BALLAST, TAPE & CONNECTOR	02/09/2026	54.47	.00	
51	ACE HARDWARE	934903	COVERALLS, PAINT TRAY & RO	02/09/2026	33.95	.00	
51	ACE HARDWARE	934922	ROLLER	02/09/2026	5.49	.00	
51	ACE HARDWARE	934963	PAINT SUPPLIES	02/10/2026	15.97	.00	
51	ACE HARDWARE	934985	SMALL SCREWS	02/10/2025	11.99	.00	
51	ACE HARDWARE	935003	TOILET BRUSH, WALLPLATES	02/10/2026	19.15	.00	
51	ACE HARDWARE	935051	TOWELS, MINERAL SPIRITS, TE	02/11/2026	94.93	.00	
51	ACE HARDWARE	935069	ROLLERS	02/11/2026	22.47	.00	
51	ACE HARDWARE	935078	RESPIRATOR, PRIMER & KILZ	02/11/2026	51.96	.00	
51	ACE HARDWARE	935113	P TRAP, FAUCET & ROLLER	02/11/2026	39.96	.00	
51	ACE HARDWARE	935127	SILICONE & FAUCET	02/11/2026	38.97	.00	
51	ACE HARDWARE	935130	ICE SCRAPER	02/11/2026	49.98	.00	
51	ACE HARDWARE	935150	TAPE MEASURE, TUBE, CLOTH	02/12/2026	3.99	.00	
51	ACE HARDWARE	935298	BITS & SCREWS	02/13/2026	25.86	.00	
51	ACE HARDWARE	935423	FLAGGING TAPE	02/16/2026	8.98	.00	
Total 51:					1,203.71	.00	
6861	ADVANCED NETWORK MANAG	IN115041	ARUBA 6300M	02/12/2026	38,288.36	.00	
6861	ADVANCED NETWORK MANAG	IN115246	DNA-P-TO-A-1M & SVS-PSTL1-T	02/19/2026	204.96	.00	
Total 6861:					38,493.32	.00	
2269	AFLAC	076363	ACCOUNT #y9599	02/25/2026	1,515.48	1,515.48	03/01/2026
Total 2269:					1,515.48	1,515.48	
6900	ALDER ENVIRONMENTAL LLC	5211	PROJECT MANAGEMENT	02/02/2026	420.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6900:					420.25	.00	
5726	AMAZON	113-4133756-4	FIRST AID KIT & PENS	02/12/2026	48.50	.00	
5726	AMAZON	113-4314348-6	1099 MISC FORMS	02/18/2026	13.97	.00	
5726	AMAZON	113-4687614-2	OFFICE SUPPLIES	02/12/2026	5.22	.00	
5726	AMAZON	11QH-DDLR-7	MONITOR ARM	02/05/2026	329.00	.00	
5726	AMAZON	13DN-MW1K-D	TONER & LOCKDOWN STRIPS	02/01/2026	237.17	.00	
5726	AMAZON	19R4-6K41-W	PHONE CASE	02/17/2026	49.99	.00	
5726	AMAZON	1M6C-J33T-7F	JUICE	02/04/2026	34.91	.00	
5726	AMAZON	1RPT-TXMY-X	USB CABLE & CHARGERS	02/06/2026	701.40	.00	
5726	AMAZON	1W3G-3QNQ-6	CAMPING SUPPLIES	02/02/2026	1,134.87	.00	
5726	AMAZON	1WW9-N3HY-	CHARGING STATION	02/06/2026	179.97	.00	
5726	AMAZON	1YNV-X7Y3-H	SIGN HOLDERS	02/13/2026	335.99	.00	
Total 5726:					3,070.99	.00	
7523	ATELIER 43 LLC	2508-0126	PROJECT 2508 TOWN HALL	02/03/2026	1,290.00	.00	
Total 7523:					1,290.00	.00	
3754	AYLING, ALEX	01292026	FUEL	01/29/2026	57.98	.00	
Total 3754:					57.98	.00	
3500	BISON LUMBER	2602-898781	WOOD	02/04/2026	34.67	.00	
Total 3500:					34.67	.00	
7461	BLACK WIDOW WELDING INC	1364	FIXED PLOW TRUCK	02/08/2026	3,242.30	.00	
Total 7461:					3,242.30	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-100543	LAUNDRY	01/08/2026	32.70	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-100661	LAUNDRY	01/08/2026	4.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-101068	LAUNDRY	01/08/2026	29.70	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-101227	LAUNDRY	01/15/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-101642	LAUNDRY	01/19/2026	4.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-102142	LAUNDRY	01/22/2026	29.93	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-102176	LAUNDRY	01/20/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-01-102690	LAUNDRY	01/23/2026	27.85	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-12-103306	LAUNDRY	01/05/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-12-103549	LAUNDRY	01/05/2026	29.93	.00	
1560	BLUE SPRUCE CLEANERS,INC	BS-12-103939	LAUNDRY	01/05/2026	29.93	.00	
Total 1560:					243.39	.00	
7699	Brown, David M.	2002	KYLE ROBERTSON CDL	02/11/2026	630.00	.00	
Total 7699:					630.00	.00	
544	CENTURYLINK	MAR26-33389	PHONE SERVICE	02/07/2026	2,334.21	.00	
Total 544:					2,334.21	.00	
7089	CHARLIE'S PLUMBING OF JH	14405	FIX URINAL	02/06/2026	764.00	.00	
7089	CHARLIE'S PLUMBING OF JH	14468	REPLACE TOILET AT WILDFLO	02/12/2026	1,900.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7089:					2,664.00	.00	
5967	CITY OF DRIGGS	BBSTART2025	FEBRUARY 2026 RENT, ELECT	02/09/2026	2,191.34	.00	
Total 5967:					2,191.34	.00	
7804	CLEVERBRIDGE, INC.	BKD-73656882	PARALLELS DESKTOP FOR MA	02/04/2026	119.99	.00	
Total 7804:					119.99	.00	
514	CONRAD & BISCHOFF INC.	IN-082566-26	DEF BULK	02/09/2026	765.41	.00	
514	CONRAD & BISCHOFF INC.	IN-087268-26	DIESEL	02/12/2026	1,542.64	.00	
514	CONRAD & BISCHOFF INC.	IN-088663-26	DIESEL	02/12/2026	18,209.75	.00	
514	CONRAD & BISCHOFF INC.	IN-088668-26	ETHANOL	02/12/2026	8,541.61	.00	
Total 514:					29,059.41	.00	
7362	CORONTZES, ARTHUR	093025	BOND RETURNED	09/30/2025	1,000.00	1,000.00	02/12/2026
Total 7362:					1,000.00	1,000.00	
4918	DEAN'S PEST CONTROL LLC	108323	RODENT CONTROL	01/20/2026	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	108702	RODENT CONTROL	01/16/2026	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	108727	RODEN CONTROL	01/27/2026	100.00	.00	
Total 4918:					270.00	.00	
7649	DECKER GLASS	14863	PIT RESIN, GLASS DRILL BITS	02/17/2026	85.18	.00	
Total 7649:					85.18	.00	
6883	DIVISION OF CHILD SUPPORT	02202026	DCSE CASE #0005405448	02/20/2026	509.23	509.23	02/20/2026
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	23608	USE CREDIT OF 81 CENTS - PA	11/07/2025	35.18	.00	
3408	E.R. OFFICE EXPRESS	23621	FILE FOLDERS & HIGHLIGHTER	11/13/2025	35.99	.00	
3408	E.R. OFFICE EXPRESS	23730	1099 NEC FORMS	02/05/2026	54.99	.00	
3408	E.R. OFFICE EXPRESS	23736	PAPER	02/05/2026	104.39	.00	
3408	E.R. OFFICE EXPRESS	23746	LYSOL WIPES	02/10/2026	20.59	.00	
Total 3408:					251.14	.00	
5223	ENERGY CONSERVATION WOR	02192026	SOCIAL SERVICES 3 OF 4	02/19/2026	8,750.00	.00	
Total 5223:					8,750.00	.00	
1134	ENERGY LABORATORIES INC.	765810	OIL & GREASE	02/04/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	766407	OIL & GREASE	02/09/2026	172.00	.00	
Total 1134:					344.00	.00	
81	EVANS CONSTRUCTION INC	7	GREGORY LANE INFRASTRUC	02/02/2026	11,242.50	.00	
81	EVANS CONSTRUCTION INC	7	GREGORY LANE INFRASTRUC	02/02/2026	559.00	.00	
81	EVANS CONSTRUCTION INC	7	GREGORY LANE INFRASTRUC	02/02/2026	10,621.00	.00	
81	EVANS CONSTRUCTION INC	7	GREGORY LANE INFRASTRUC	02/02/2026	559.00-	.00	
81	EVANS CONSTRUCTION INC	7	GREGORY LANE INFRASTRUC	02/02/2026	213,607.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
81	EVANS CONSTRUCTION INC	7	GREGORY LANE INFRASTRUC	02/02/2026	11,242.50-	.00	
Total 81:					224,228.50	.00	
668	FREEDOM MAILING SERVICE I	52253	UTILITY BILLING	02/06/2026	965.60	.00	
668	FREEDOM MAILING SERVICE I	52253	UTILITY BILLING	02/06/2026	965.60	.00	
Total 668:					1,931.20	.00	
4982	FRONTIER PRECISION, INC	INV335120	RECEIVER, ANTENNA, ALLOY, B	09/29/2025	7,446.35	.00	
4982	FRONTIER PRECISION, INC	INV335120	RECEIVER, ANTENNA, ALLOY, B	09/29/2025	7,446.35	.00	
4982	FRONTIER PRECISION, INC	INV335120	RECEIVER, ANTENNA, ALLOY, B	09/29/2025	7,446.35	.00	
Total 4982:					22,339.05	.00	
7624	GANNETT PEAK SURVEYING, L	1485	FIELD SURVEY & MAP	02/11/2026	3,457.50	.00	
Total 7624:					3,457.50	.00	
5009	GM SHEET METAL LLC	02102026	STAINLESS STEEL	02/10/2026	203.50	.00	
5009	GM SHEET METAL LLC	6720	STAINLESS STEEL	02/10/2026	203.50	.00	
Total 5009:					407.00	.00	
4271	GRAND TARGHEE RESORT	02192026	DECEMBER 2025 REIMBURSEM	02/19/2026	29,234.00	.00	
4271	GRAND TARGHEE RESORT	02192026	SEPTEMBER 2025 REIMBURSE	02/19/2026	7,412.00	.00	
4271	GRAND TARGHEE RESORT	02192026	NOVEMBER 2025 REIMBURSE	02/19/2026	2,825.00	.00	
Total 4271:					39,471.00	.00	
7612	HALPIN, MICHAEL	02172026	2 US FLAGS	02/17/2026	40.00	.00	
Total 7612:					40.00	.00	
5044	HARRY V TALERMO	565	CLOTHES	02/10/2026	1,256.00	.00	
Total 5044:					1,256.00	.00	
4988	HD FOWLER COMPANY	I7233644	TRAFFIC REPAIR KIT	02/10/2026	1,388.61	.00	
Total 4988:					1,388.61	.00	
7798	HIGH COUNTRY HVAC LLC	120	EQUIPMENT DEPOSIT	02/09/2026	11,000.00	.00	
7798	HIGH COUNTRY HVAC LLC	122	SHEET METAL/SHOP TIME	02/09/2026	200.33	.00	
7798	HIGH COUNTRY HVAC LLC	122	SERVICING OUTDOOR UNITS A	02/09/2026	287.50	.00	
Total 7798:					11,487.83	.00	
96	HIGH COUNTRY LINEN	0551807	MATS	01/28/2026	322.69	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	13.30	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	17.20	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	14.68	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	9.16	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	10.78	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	22.41	.00	
96	HIGH COUNTRY LINEN	0551993	LAUNDRY	01/29/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0552443	Laundry	02/02/2026	33.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0552443	Laundry	02/02/2026	.42	.00	
96	HIGH COUNTRY LINEN	0552443	Laundry	02/02/2026	5.37	.00	
96	HIGH COUNTRY LINEN	0552527	MATS	02/02/2026	54.51	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	13.30	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	17.20	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	14.68	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	9.16	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	10.78	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	142.48	.00	
96	HIGH COUNTRY LINEN	0553190	LAUNDRY	02/05/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0553670	Laundry	02/09/2026	147.66	.00	
96	HIGH COUNTRY LINEN	0553671	Laundry	02/09/2026	23.72	.00	
96	HIGH COUNTRY LINEN	0553671	Laundry	02/09/2026	33.78	.00	
96	HIGH COUNTRY LINEN	0553764	MATS	02/09/2026	11.67	.00	
96	HIGH COUNTRY LINEN	C0549497	CREDIT	01/14/2026	2.55-	.00	
96	HIGH COUNTRY LINEN	S0547825	PAPER TOWELS	01/05/2026	46.27	.00	
96	HIGH COUNTRY LINEN	S0551678	SUPPLIES	01/27/2026	28.66	.00	
96	HIGH COUNTRY LINEN	S0551900	SUPPLIES	01/28/2026	234.35	.00	
96	HIGH COUNTRY LINEN	S0553116	LYSOL	02/04/2026	7.50	.00	
96	HIGH COUNTRY LINEN	S0554213	SUPPLIES	02/10/2026	183.00	.00	
96	HIGH COUNTRY LINEN	S0554653	SUPPLIES	02/12/2026	135.42	.00	
Total 96:					1,587.98	.00	
3342	HILTBRUNNER, ERIC	02112026	BOOTS	02/11/2026	100.00	.00	
Total 3342:					100.00	.00	
6455	HIRST APPLGATE, LLP	1761	MATTER ID 84619-0008 HOUSIN	02/10/2026	420.00	.00	
6455	HIRST APPLGATE, LLP	1762	MATTER ID 84619-0007 RECOR	02/10/2026	3,187.50	.00	
Total 6455:					3,607.50	.00	
7126	INEO SYSTRANS USA INC	9532701170	ANNUAL CAD/SMS/OPTIBUS &	02/02/2026	96,878.77	.00	
Total 7126:					96,878.77	.00	
106	INTERSTATE BATTERY	950008638	BATTERIES	02/16/2026	185.85	.00	
Total 106:					185.85	.00	
2	JACKSON CURBSIDE INC.	00033426	RECYCLING	02/10/2026	885.00	.00	
2	JACKSON CURBSIDE INC.	00033449	RECYCLING	02/10/2026	255.00	.00	
2	JACKSON CURBSIDE INC.	00033454	RECYCLING	02/10/2026	1,856.00	.00	
Total 2:					2,996.00	.00	
6931	JACKSON DOWNTOWNER, LLC	INV059-002	MARCH 2026	02/05/2026	132,539.29	.00	
Total 6931:					132,539.29	.00	
7163	JACKSON GROUP LOCKBOX	715523IF	OIL FILTER	02/03/2026	169.62	.00	
7163	JACKSON GROUP LOCKBOX	716256IF	FILTERS	02/12/2026	379.99	.00	
7163	JACKSON GROUP LOCKBOX	CM712574IF	AIR SPRING	02/13/2026	412.82-	.00	
Total 7163:					136.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	384506	FOREST SERVICE ANNEXATIO	12/24/2025	531.60	.00	
131	JACKSON HOLE NEWS & GUID	384804	ADVERTISING	12/31/2025	1,434.00	.00	
131	JACKSON HOLE NEWS & GUID	385608	SPRING & FALL	02/04/2026	220.00	.00	
131	JACKSON HOLE NEWS & GUID	385610	WINTER SCHEDULE	02/04/2026	546.00	.00	
131	JACKSON HOLE NEWS & GUID	385933	BID 26-14 SNOW KING WATER T	02/18/2026	190.00	.00	
131	JACKSON HOLE NEWS & GUID	385935	WINTER SCHEDULE	02/18/2026	546.00	.00	
Total 131:					3,467.60	.00	
7675	KGB PRODUCTIONS	10412	TOWN COUNCIL RETREAT VIDE	01/30/2026	1,600.00	.00	
7675	KGB PRODUCTIONS	10413	ANIMAL SHELTER VIDEO	01/30/2026	4,950.00	.00	
Total 7675:					6,550.00	.00	
7805	LAURUS SYSTEMS INC.	126-90103	METAL DETECTOR	02/10/2026	38,837.00	.00	
Total 7805:					38,837.00	.00	
5729	LENOVO (UNITED STATES) INC.	N300163523	2 COMPUTERS	02/11/2026	8,281.90	.00	
Total 5729:					8,281.90	.00	
7681	LEVEL 3 COMMUNICATIONS, LL	772237152	INTERNET	02/01/2026	1,408.00	.00	
Total 7681:					1,408.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE002334	HYDROGEN GAS DETECTION S	01/29/2026	5,135.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE002335	SERVER ROOM REFRIGERANT	01/29/2026	3,599.05	.00	
Total 4380:					8,734.05	.00	
7715	LOTUS ENGINEERING & SUSTA	0019597	GHG PROJECT JANUARY 2026	02/06/2026	6,610.00	.00	
Total 7715:					6,610.00	.00	
998	METROQUIP INC	P36431	STRAINER	02/12/2026	346.62	.00	
Total 998:					346.62	.00	
7732	MORRISON-MAIERLE, INC.	267033	WASTEWATER CAPACITY ANAL	02/06/2026	6,578.75	.00	
Total 7732:					6,578.75	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8182164002	SANDING DISC	01/16/2026	183.85	.00	
Total 4623:					183.85	.00	
257	NAPAAUTO PARTS INC.	358868	BATTERY CABLE CONNECTOR	12/10/2025	65.98-	.00	
257	NAPAAUTO PARTS INC.	359938	AIRCHUCK	12/15/2025	16.19	.00	
257	NAPAAUTO PARTS INC.	365030	HEATER CORE	01/13/2026	62.76-	.00	
257	NAPAAUTO PARTS INC.	367122	OIL	01/22/2026	69.98	.00	
257	NAPAAUTO PARTS INC.	369720	OIL & AIR FILTER	02/05/2026	28.42	.00	
257	NAPAAUTO PARTS INC.	370397	SG PADS	02/09/2026	41.99	.00	
257	NAPAAUTO PARTS INC.	370444	DISC BRAKES	02/09/2026	41.99	.00	
257	NAPAAUTO PARTS INC.	370595	OIL & AIR FILTER	02/10/2026	62.28	.00	
257	NAPAAUTO PARTS INC.	371080	AIR & FUEL FILTER	02/12/2026	114.24	.00	
257	NAPAAUTO PARTS INC.	371083	MUD FLAP	02/12/2026	15.19	.00	
257	NAPAAUTO PARTS INC.	371130	TOGGLE	02/12/2026	6.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPAAUTO PARTS INC.	371464	FLEET PADS	02/13/2026	87.20	.00	
257	NAPAAUTO PARTS INC.	371474	BRACKETED	02/13/2026	339.78	.00	
257	NAPAAUTO PARTS INC.	371773	CEMENT & TIRE STRIPS	02/16/2026	13.27	.00	
257	NAPAAUTO PARTS INC.	371888	BATTERY CABLE CONNECTOR	02/17/2026	66.99	.00	
257	NAPAAUTO PARTS INC.	371889	CORE DEPOSIT	02/17/2026	165.00-	.00	
Total 257:					610.27	.00	
5675	NAVIGATE, LLC	TOJ-1	EMPLOYEE HOUSING ASSESS	01/10/2026	3,350.00	.00	
Total 5675:					3,350.00	.00	
187	NELSON ENGINEERING	68134	WELL TESTING	08/29/2025	764.10	.00	
187	NELSON ENGINEERING	68880	WELL 10 CIVIL SERVICES	11/04/2025	471.25	.00	
187	NELSON ENGINEERING	69651	HIGH SCHOOL RD WATER SUP	02/03/2026	15,077.50	.00	
Total 187:					16,312.85	.00	
7807	NORTHEY, GARRETT	02182026	PHYSICAL	02/18/2026	155.00	.00	
Total 7807:					155.00	.00	
1504	ONE CALL OF WYOMING	78510	MEMBERSHIP AND TICKETS	02/09/2026	94.30	.00	
Total 1504:					94.30	.00	
7806	PATHFINDER HOLDING CO LLC	02102026	REFUND UTILITY ACCOUNT OV	02/10/2026	25.44	.00	
Total 7806:					25.44	.00	
5956	Peak Facilitation Group	2635	TOWN COUNCIL RETREAT FACI	01/30/2026	10,608.86	.00	
Total 5956:					10,608.86	.00	
4894	PLATT	6V27028	GFI, TMPR DECORA	12/02/2025	161.91	.00	
4894	PLATT	7B76790	GFI	02/06/2026	46.59	.00	
Total 4894:					208.50	.00	
6483	PREMIER TRUCK- SALT LAKE C	775796316	SENSOR	02/03/2026	911.90	.00	
6483	PREMIER TRUCK- SALT LAKE C	775796830	SENSOR	02/04/2026	911.90	.00	
6483	PREMIER TRUCK- SALT LAKE C	775798551	SENSOR	02/09/2026	937.46	.00	
Total 6483:					2,761.26	.00	
6069	RAFTELIS	44438	WATER RATE REVIEW	02/16/2026	13,302.50	.00	
6069	RAFTELIS	44438	WATER RATE REVIEW	02/16/2026	13,302.50	.00	
Total 6069:					26,605.00	.00	
7341	RICH, SAMUEL	0210269895	HEARING PROTECTION	02/10/2026	179.00	.00	
7341	RICH, SAMUEL	02172610155	BLOWGUN	02/17/2026	52.50	.00	
Total 7341:					231.50	.00	
2310	SCHOLES, PAULINE	02192026	REIMBURSE FOR SHIPPING	02/19/2026	16.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2310:					16.01	.00	
4359	SHERWIN-WILLIAMS CO.	290311605901	PAINT	01/26/2026	102.62	.00	
4359	SHERWIN-WILLIAMS CO.	295281605901	PAINT	01/27/2026	136.35	.00	
4359	SHERWIN-WILLIAMS CO.	888381611101	PAINT	01/28/2026	619.26	.00	
Total 4359:					858.23	.00	
236	SMITH POWER PRODUCTS,INC	3277681	ASSEMBLY WIRING HARNESS	12/23/2025	662.35	.00	
236	SMITH POWER PRODUCTS,INC	3277920	PLUG	12/30/2025	90.94	.00	
236	SMITH POWER PRODUCTS,INC	3277930	FILTER KIT	12/30/2025	391.58	.00	
Total 236:					1,144.87	.00	
3961	SPECTRUM	173067801020	INTERNET	02/07/2026	100.00	.00	
Total 3961:					100.00	.00	
6524	SPEEDY CPS, LLC	IX-527613	FELT COVER	02/02/2026	549.34	.00	
Total 6524:					549.34	.00	
1505	SPRING CREEK ANIMAL HOSPI	533466014	VACCINE	01/27/2026	36.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334660742	VACCINE	02/09/2026	36.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334661134	TESTS	02/16/2026	208.75	.00	
Total 1505:					282.41	.00	
4294	STATE FIRE IDAHO	12663596	ANNUAL ALARM MONITORING	02/16/2026	360.00	.00	
Total 4294:					360.00	.00	
3989	STINKY PRINTS, INC	79616	Scan BLUEPRINTS	12/29/2025	1,147.81	.00	
3989	STINKY PRINTS, INC	79646	Scan BLUEPRINTS	12/23/2025	65.73	.00	
Total 3989:					1,213.54	.00	
7076	SUSTAINABLE STRATEGIES DC	4743	SPIRO FLIGHT TO DC	12/01/2025	227.96	.00	
7076	SUSTAINABLE STRATEGIES DC	4783	GRANT RETAINER JAN 2026	12/31/2025	7,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	4829	GRANT RETAINER FEB 2026	01/30/2026	7,500.00	.00	
Total 7076:					15,227.96	.00	
581	TETON COUNTY INTEGRATED	12208	E WASTE DISPOSAL	02/12/2026	42.50	.00	
Total 581:					42.50	.00	
2362	TETON COUNTY PUBLIC HEALT	26-1039	water test	02/17/2026	200.00	.00	
Total 2362:					200.00	.00	
3029	TETON COUNTY SHERIFF'S OF	02122026	OCTOBER TO DECEMBER 2025	02/12/2026	13,139.76	.00	
3029	TETON COUNTY SHERIFF'S OF	02122026	JULY TO SEPTEMBER 2025 REI	02/12/2026	18,088.93	.00	
Total 3029:					31,228.69	.00	
268	TETON MOTORS INC	5115490 1	BATTERY	02/06/2026	228.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	5115500 1	CONTROL	02/09/2026	828.23	.00	
268	TETON MOTORS INC	5115512 1	PAD KIT	02/10/2026	77.76	.00	
268	TETON MOTORS INC	5115513 1	BELT	02/10/2026	49.43	.00	
268	TETON MOTORS INC	5115515 1	PAD KIT	02/10/2026	319.23	.00	
268	TETON MOTORS INC	5115524 1	GENERATOR	02/11/2026	355.45	.00	
268	TETON MOTORS INC	5115536 1	CONTROL	02/13/2026	1,291.49	.00	
268	TETON MOTORS INC	5115537 1	CONTROL	02/13/2026	728.23-	.00	
Total 268:					2,421.48	.00	
6992	TETON ROPE ACCESS AND SE	1438	REMOVE CEMETERY TREES	02/09/2026	14,004.00	.00	
Total 6992:					14,004.00	.00	
3162	TETON TRASH REMOVAL, INC.	26 FEB 415	TRASH 145 west hansen	02/01/2026	120.00	.00	
Total 3162:					120.00	.00	
3237	THE AFTERMARKET PARTS CO	84148458	TAIL LIGHT	02/04/2026	253.34	.00	
Total 3237:					253.34	.00	
6810	THE TIRE RACK, INC.	UN17445	TIRES	02/06/2026	688.28	.00	
Total 6810:					688.28	.00	
6363	TMSC LLC	2026-005-02	INTAL PDUS IN CHAMBER & OU	02/02/2026	3,679.10	.00	
6363	TMSC LLC	2026-005-03	REMOVE BATTERIES, LOWER	02/16/2026	7,600.00	.00	
Total 6363:					11,279.10	.00	
7678	TORONTO, MICHAEL	02192026	WYTRANS BOARD MTG MEALS	02/19/2026	99.00	.00	
Total 7678:					99.00	.00	
7617	TRANSPORTATION MANAGEME	1156-12	5 YEAR STUDY	02/11/2026	4,001.52	.00	
Total 7617:					4,001.52	.00	
4503	TRAPHAGEN, JEROMIE	02202026	SFST INSTRUCTOR TRAINING	02/20/2026	374.00	.00	
Total 4503:					374.00	.00	
5058	UHL, ANTHONY	02122026	CDL PHYSICAL	02/12/2026	155.00	.00	
Total 5058:					155.00	.00	
706	USA BLUE BOOK	INV00950237	PULSATRON W/ MODBUS	01/30/2026	2,599.95	.00	
706	USA BLUE BOOK	INV00958422	PULSATRON W/ MODBUS	02/10/2026	5,529.85	.00	
Total 706:					8,129.80	.00	
1949	VERIZON WIRELESS	6134980134	cELL PHONES	02/01/2026	7,148.79	.00	
Total 1949:					7,148.79	.00	
4848	WAMCO LAB, INC.	15212	TOXICITY TEST	02/09/2026	650.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4848:					650.00	.00	
6788	WESTERN CHARTERS AND TO	16970	JANUARY 2026	01/31/2026	93,000.00	.00	
Total 6788:					93,000.00	.00	
1640	WESTERN STATE	IN003489725	O RING	02/02/2026	1,040.32	.00	
1640	WESTERN STATE	IN003497300	HARNESS	02/09/2026	562.41	.00	
Total 1640:					1,602.73	.00	
2802	WESTWOOD CURTIS	10	WEST JACKSON WATER TRAN	11/12/2025	7,251.87-	.00	
2802	WESTWOOD CURTIS	10	WEST JACKSON WATER TRAN	11/12/2025	137,785.63	.00	
2802	WESTWOOD CURTIS	10	WEST JACKSON WATER TRAN	11/12/2025	7,251.87	.00	
Total 2802:					137,785.63	.00	
3619	WY CHILD SUPPORT ENFORCE	02202026	266445	02/20/2026	452.30	452.30	02/20/2026
Total 3619:					452.30	452.30	
6733	Wyoming Business Alliance	5678	MEMBERSHIP	01/01/2026	275.00	.00	
Total 6733:					275.00	.00	
4198	WYOMING FIRST AID & SAFETY	90002655	first aid kit resupply	02/16/2026	153.93	.00	
Total 4198:					153.93	.00	
2842	YELLOW IRON WASTE, LLC	260129166922	TRASH SIMON	01/31/2026	45.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166957	TRASH ADAMS CANYON	01/31/2026	55.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166979	TRASH 155 PEARL	01/31/2026	252.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166980	TRASH CORE SVS	01/31/2026	173.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166981	TRASH SNOW KING	01/31/2026	765.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166985	TRASH VINE	01/31/2026	220.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166987	TRASH ANIMAL SHELTER	01/31/2026	55.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166987	TRASH START	01/31/2026	220.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166989	TRASH TOWN HALL	01/31/2026	220.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166992	TRASH SHOP	01/31/2026	393.00	.00	
Total 2842:					2,398.00	.00	
7637	ZENSAI US INC	INV-0004294	LEARN365 SUBSCRIPTION	02/19/2026	13,406.40	.00	
Total 7637:					13,406.40	.00	
Grand Totals:					1,133,434.06	3,477.01	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider contracts to which the Town of Jackson would be a party.

Requested Action.

Staff request that the Council review and consider the contracts included with the staff report.

Recommendations.

Staff recommend that the Council approve the contracts included with this staff report.

Background, Analysis, and Key Policy Questions.

1. Easement Agreement with the Jackson/Teton Housing Authority Board

- *Purpose:* The purpose of this easement is for the Housing Authority Board to grant the Town of Jackson a perpetual non-exclusive easement on the 90 Virginian Lane property for right-of-way purposes at the intersection of Snow King Avenue and Virginian Lane. This easement will be used to ensure the Town can provide an appropriate transportation corridor on Snow King Avenue.
- *Term:* Perpetual.
- *Cost and Payment Terms:* \$0.00 cash.
- *Department and Budget Detail:* This item is for the Public Works Department and is not included in a Departmental line item because it is \$0.00.

The key policy question with respect to each contract listed above is whether the Town Council approves of the agreement as presented by staff.

Possible Alternatives.

For each contract included with the staff report the Council has the option to:

- A. Direct staff to negotiate different terms or conditions with the contracting party.
- B. Not to enter the contract.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

The primary impact on staff for contracts falls in the Legal Department, and averages 3 hours for each contract. Secondary impacts on staff for contracts are felt in each department to which the contract is relevant, and averages two hours for each contract.

Attachments or Links.

The contracts in the order listed above are attached to the staff report as follows:

1. Easement Agreement with the Jackson/Teton Housing Authority Board.

Suggested Motion.

1. I move to approve the Easement Agreement with the Jackson/Teton Housing Authority Board, subject to minor changes by staff.

Town of Jackson
STREET AND UTILITY EASEMENT

The undersigned, authorized representative for Jackson/Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116 as amended, having an address of P.O. Box 714, Jackson, Wyoming 83001 ("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 _____, 2026.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK – SIGNATURES FOLLOW ON NEXT PAGE]

GRANTOR:

JACKSON/TETON COUNTY HOUSING AUTHORITY,
a duly constituted Housing Authority established by Teton County, Wyoming
Pursuant to W.S. § 15-10-116 as amended

By: _____

[illegible]

This instrument was acknowledged before me on _____, 2026 by _____, acting as its _____.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON
MUNICIPAL CORPORATION OF THE STATE OF WYOMING

By: Arne O. Jorgensen
Its: Mayor

ATTEST:

By: Riley Hovorka
Its: Town Clerk

[illegible]

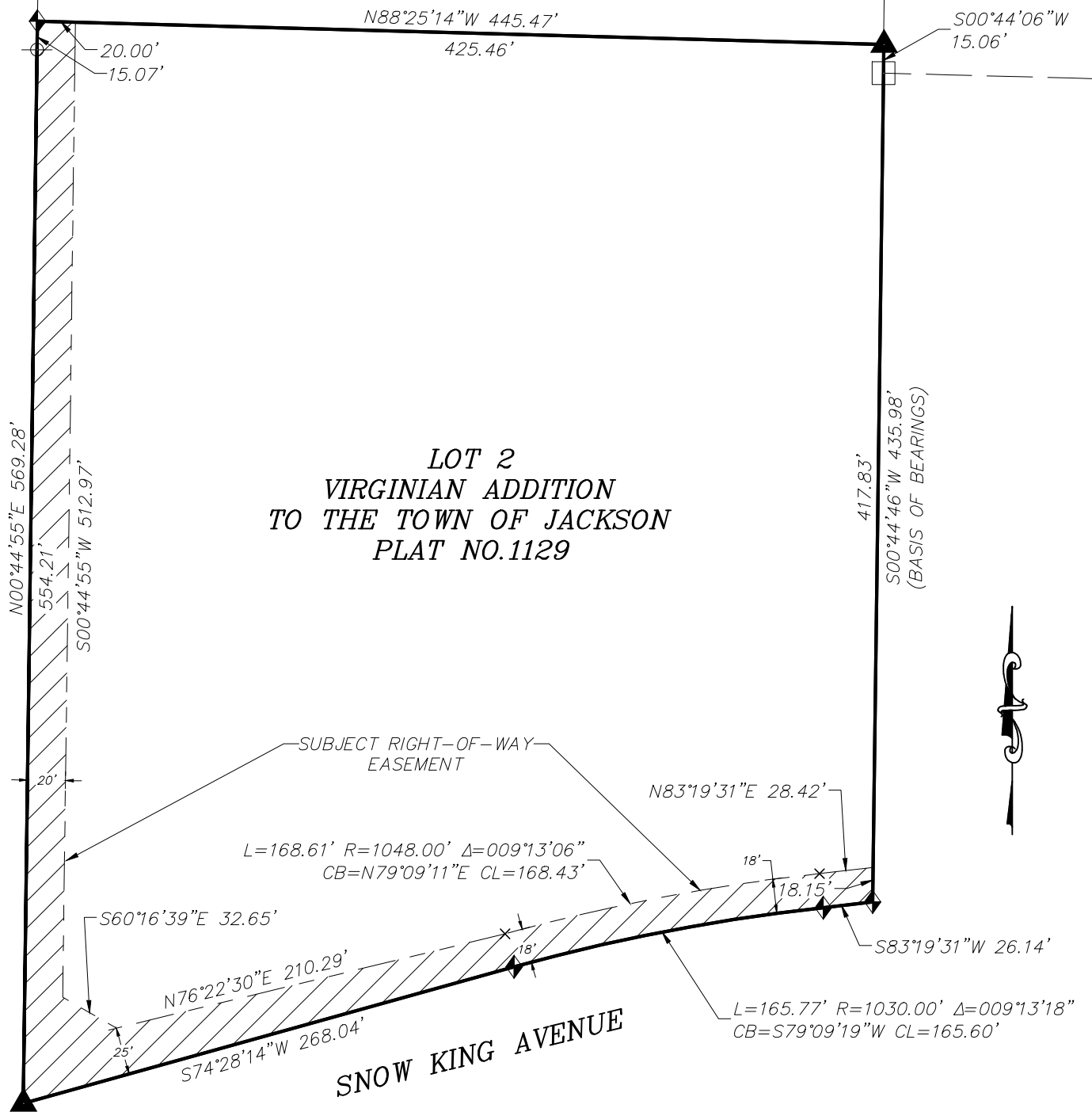
This instrument was acknowledged before me on _____, 2026 by Arne O. Jorgensen, as Mayor of the Town of Jackson, and Riley Hovorka as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

EXHIBIT A

[NOTE: PRIOR TO RECORDING ATTACH EXHIBIT A]

VIRGINIAN LANE



LEGEND

- reinforcing steel bar with aluminum cap inscribed "PLS 3889"
- T-stake with metal cap inscribed "RLS 164"
- reinforcing steel bar with brass cap
- reinforcing steel bar with cap inscribed "PLS 15442"

- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- subject easement

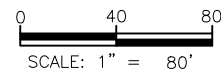


EXHIBIT " "
Map of
Right-of-Way
Easement
over Lot 2
Virginian Addition
 LOCATED WITHIN

NW1/4SW1/4 & SW1/4NW1/4 of Section 33
 T.41N., R.116W., 6th P.M.
 Teton County, Wyoming

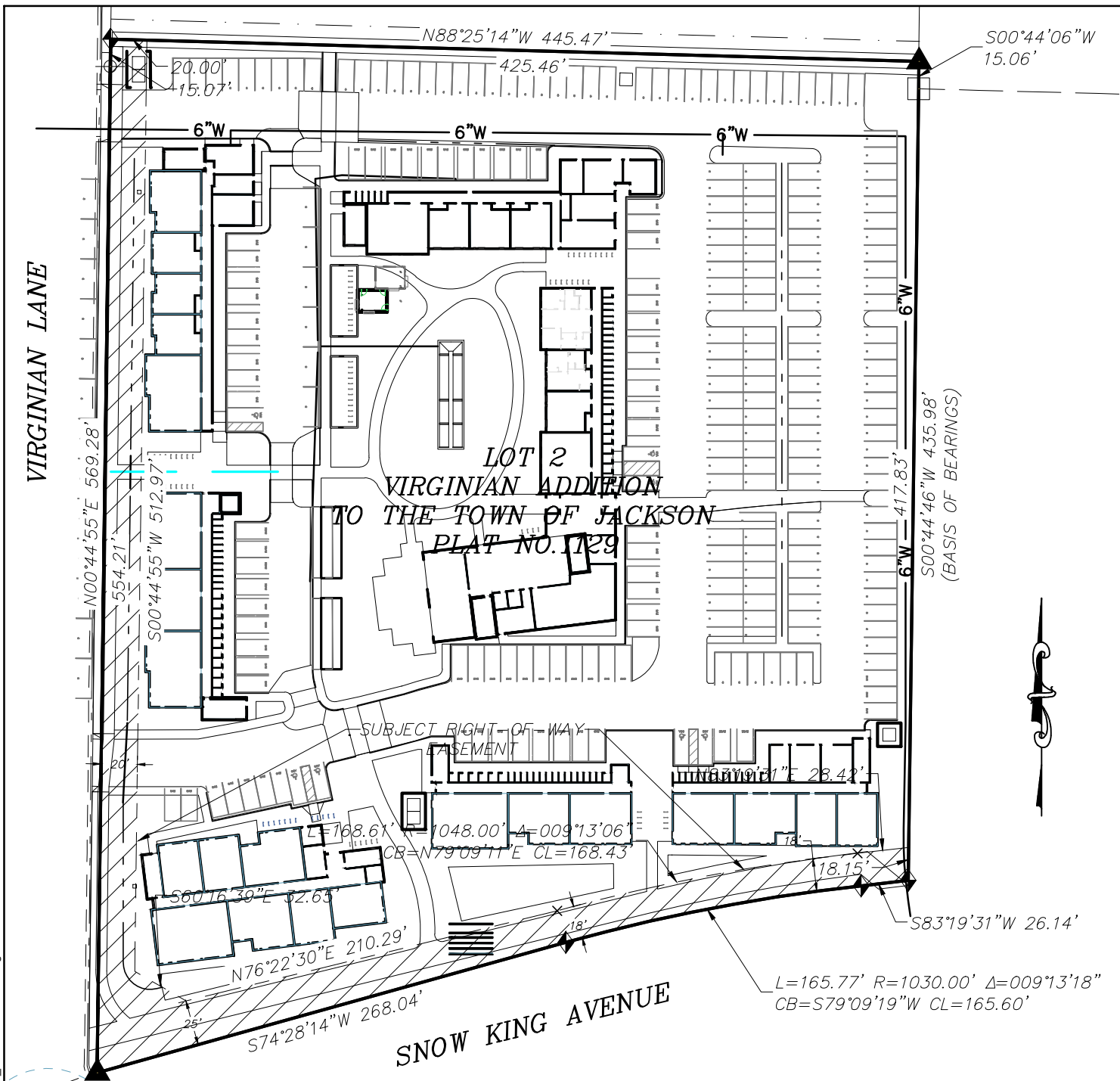


JORGENSEN
 JACKSON, WYOMING 307.733.5150
 www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 2025-10-21

PROJECT NUMBER: 24032



LEGEND

- ◆ reinforcing steel bar with aluminum cap inscribed "PLS 3889"
- ⊕ T-stake with metal cap inscribed "RLS 164"
- reinforcing steel bar with brass cap
- ▲ reinforcing steel bar with cap inscribed "PLS 15442"
- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- subject easement

0 40 80
SCALE: 1" = 80'

EXHIBIT " "
Map of
Right-of-Way
Easement
over Lot 2
Virginian Addition
LOCATED WITHIN

NW1/4SW1/4 & SW1/4NW1/4 of Section 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

— PRELIMINARY —
SUBJECT TO CORRECTION
AND APPROVAL



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgensen.com

PREPARED BY: STAFF

MAP PREPARED: 2025-10-21

PROJECT NUMBER: 24032

Town of Jackson
STREET AND UTILITY EASEMENT

The undersigned, authorized representative for Jackson/Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116 as amended, having an address of P.O. Box 714, Jackson, Wyoming 83001 ("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 _____, 2026.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK – SIGNATURES FOLLOW ON NEXT PAGE]

GRANTOR:

JACKSON/TETON COUNTY HOUSING AUTHORITY,
a duly constituted Housing Authority established by Teton County, Wyoming
Pursuant to W.S. § 15-10-116 as amended

By: _____

[illegible]

This instrument was acknowledged before me on _____, 2026 by _____, acting as its _____.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON
MUNICIPAL CORPORATION OF THE STATE OF WYOMING

By: Arne O. Jorgensen
Its: Mayor

ATTEST:

By: Riley Hovorka
Its: Town Clerk

[illegible]

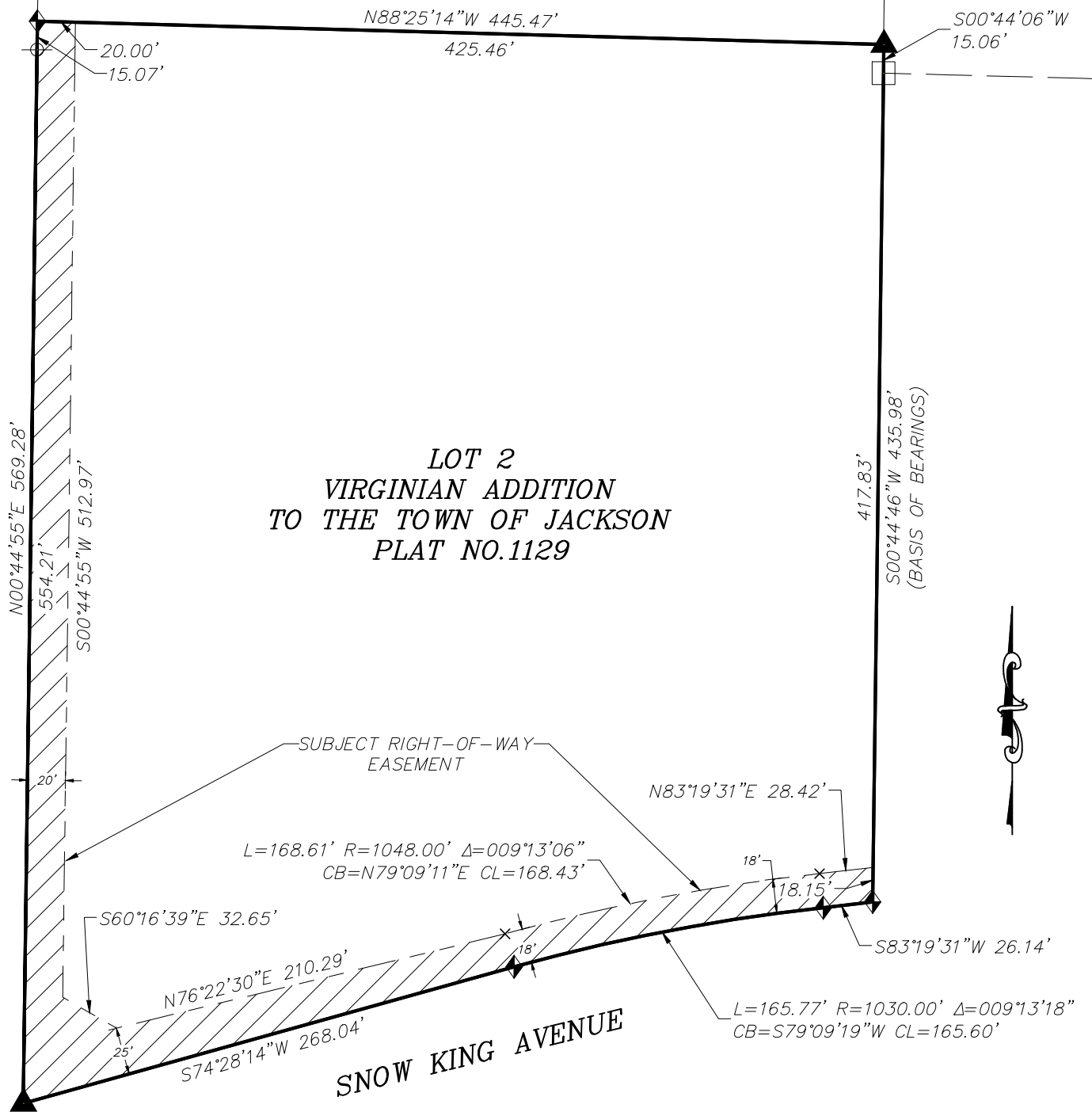
This instrument was acknowledged before me on _____, 2026 by Arne O. Jorgensen, as Mayor of the Town of Jackson, and Riley Hovorka as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

EXHIBIT A

[NOTE: PRIOR TO RECORDING ATTACH EXHIBIT A]

VIRGINIAN LANE



LEGEND

- reinforcing steel bar with aluminum cap inscribed "PLS 3889"
- T-stake with metal cap inscribed "RLS 164"
- reinforcing steel bar with brass cap
- reinforcing steel bar with cap inscribed "PLS 15442"

- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- subject easement

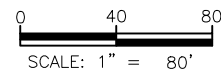


EXHIBIT " "
Map of
Right-of-Way
Easement
over Lot 2
Virginian Addition
 LOCATED WITHIN

NW1/4SW1/4 & SW1/4NW1/4 of Section 33
 T.41N., R.116W., 6th P.M.
 Teton County, Wyoming

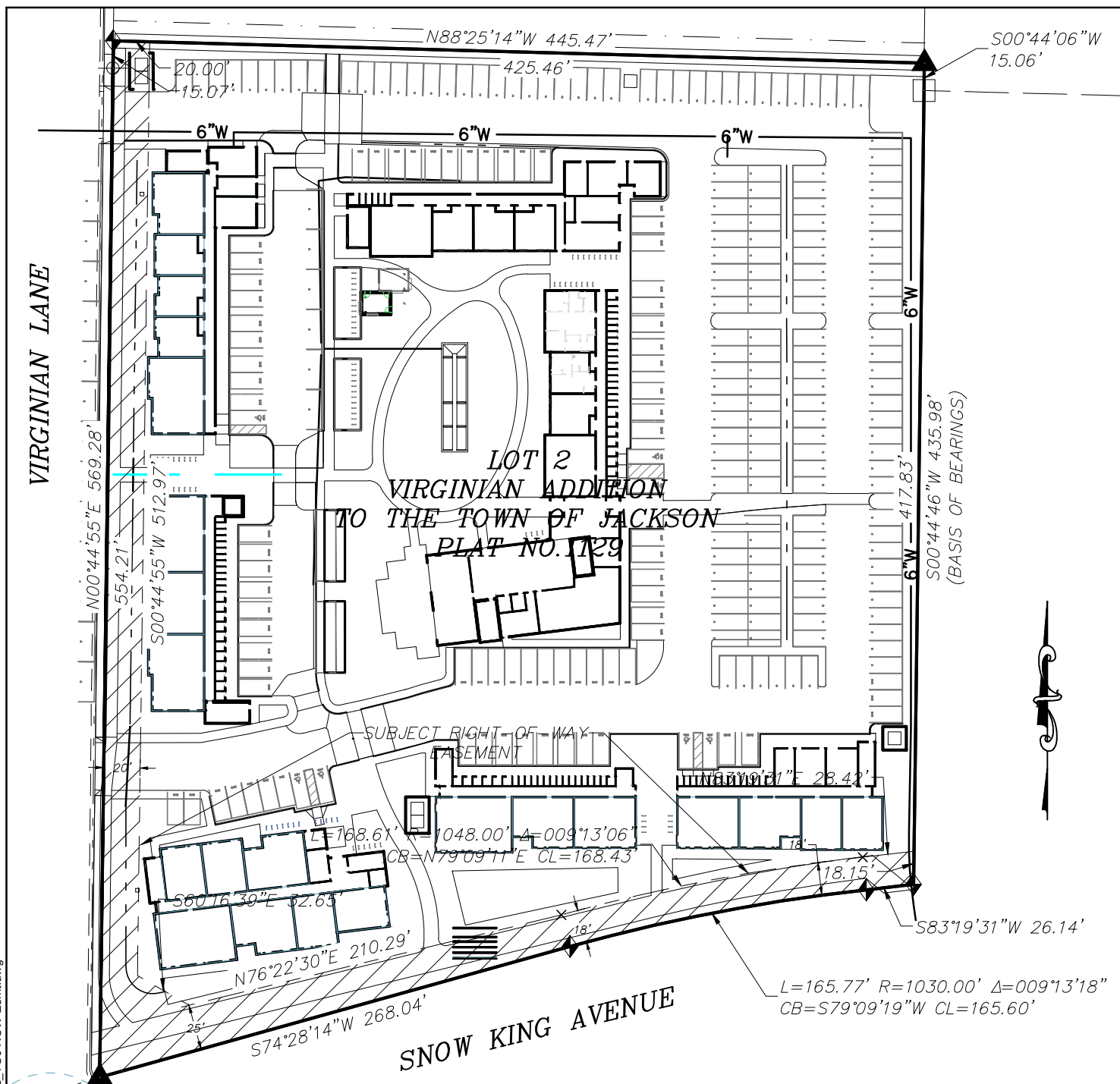


JORGENSEN
 JACKSON, WYOMING 307.733.5150
 www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 2025-10-21

PROJECT NUMBER: 24032



LEGEND

- | | |
|---|--|
|  | reinforcing steel bar with aluminum cap inscribed "PLS 3889" |
|  | T-stake with metal cap inscribed "RLS 164" |
|  | reinforcing steel bar with brass cap |
|  | reinforcing steel bar with cap inscribed "PLS 15442" |
|  | sectional subdivision line |
|  | boundary, subject property |
|  | boundary, adjoining property |
|  | subject easement |

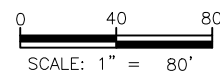


EXHIBIT "____"

Map of
Right-of-Way
Easement
over Lot 2

Virginian Addition

LOCATED WITHIN
NW1/4SW1/4 & SW1/4NW1/4 of Section 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

— PRELIMINARY —
SUBJECT TO CORRECTION
AND APPROVAL



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: STAFF

MAP PREPARED: 2025-10-21

PROJECT NUMBER: 24032

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Town Council Regular – Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2026 Spring and Fall Patching and Overlay Contract Award, ToJ Project 26-13	Public Comment:	Yes

Purpose & Policy Considerations.

For the Council to consider awarding the construction contract for the 2026 Spring and Fall Patching and Overlay Project (TOJ Project 26-13).

Recommendations.

Staff recommend that Town Council award the 2026 Spring and Fall Patching and Overlay contract in full to Evans Construction Company.

Background.

The Spring and Fall patching programs are part of the Town’s annual street maintenance work and have been in place for many years to address spot locations within the Town of Jackson’s road network. The Spring (April 15–May 22, 2026) and Fall (by October 15, 2026) patching and overlay programs address deteriorating road spots identified after snowmelt and summer traffic. This year includes unpaved alley paving to reduce maintenance and improve snow plowing. Previously bid separately, this contract combines both seasons for contractor efficiency. No chip seal work is proposed in this year’s annual road maintenance.

The project was advertised for two weeks in the JH News & Guide Weekly beginning January 28, 2026.

Analysis & Key Policy Questions.

This year’s target quantity and basis of the bid request was 50,000 square feet of patching throughout town, 50,000 square feet of overlay paving, and 100,000 square feet of alley paving. The Town received construction bids for the project on February 17, 2026. The following bids were received:

1. <i>Evans Construction Company from Jackson, Wyoming</i>	<i>\$822,925.00</i>
2. <i>Cook Grading and Paving, LLC from Idaho Falls, Idaho</i>	<i>\$950,775.00</i>
3. <i>Avail Valley Construction from Afton, Wyoming</i>	<i>\$1,370,290.00</i>

Evans Construction Company was found to be the lowest responsive bidder.

Key Question: Does Council agree with Staff’s recommendation to award the 2026 Spring and Fall Patching and Overlay contract in full to the Contractor?

Staff recommends yes.

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

Possible Alternatives.

1. Award only the Spring or Fall portion of the contract.
2. Direct Staff to rebid the project as revised by Council.

3. Place the 2026 Spring and Fall Patching and Overlay Project on hold by denying the contract.

Comprehensive Plan & Priority Alignment.

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

Common Value #3 - Quality of Life

For us, quality of life means local housing options and economic growth across all income levels, mobility options beyond the single-occupancy vehicle, and quality service provision.

Section 8. Quality Community Service Provision Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Principle 8.1- Maintain current, coordinated service delivery The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the community's Common Values. Barriers to service delivery objectives will be identified, and the Town and County will budget sufficiently to meet desired service delivery objectives

- Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Strategy 8.1.S.3: Identify critical services and services requiring redundancy in service provision.

Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery

The Town and County will coordinate the development of a communitywide Major Capital Project List. This will ensure that the community can adequately maintain existing capital facilities and provide needed future facilities, consistent with the Common Values of the community. Coordinated planning for capital projects will also allow the Town and County to ensure that new development pays its fair share of the costs of providing facilities to maintain service levels.

- Policy 8.2.c: Require mitigation of the impacts of growth on service levels.
- Strategy 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.

The spring portion of the project will be completed in FY26 and is funded with FY 2026 Annual Street Reconstruction funds. The fall work will be completed in FY27 and will be funded with the FY 2027 Annual Street Reconstruction funds. In the event Annual Street Reconstruction is not funded in FY27, the Town can voluntarily terminate the contract and is not obligated to complete that work.

Spring Patching	\$304,825.00
Fall Patching	\$518,100.00
TOTAL	\$822,925.00

Staff Impact.

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

Attachments or Links.

None.

Suggested Motion.

I move to approve the award of the 2026 Spring and Fall Patching and Overlay Project to **Evans Construction Company** of **Jackson, Wyoming** in the amount of **\$822,925.00** and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works – Engineering	Presenter:	Brian Lenz
Agenda Item:	Teton County Justice Center Shoring Encroachment Agreement (E26-0021)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review, consider, and approve an Encroachment Agreement for shoring with Teton County (Applicant), Wyoming for the proposed Justice Center project at 180 S. King St.

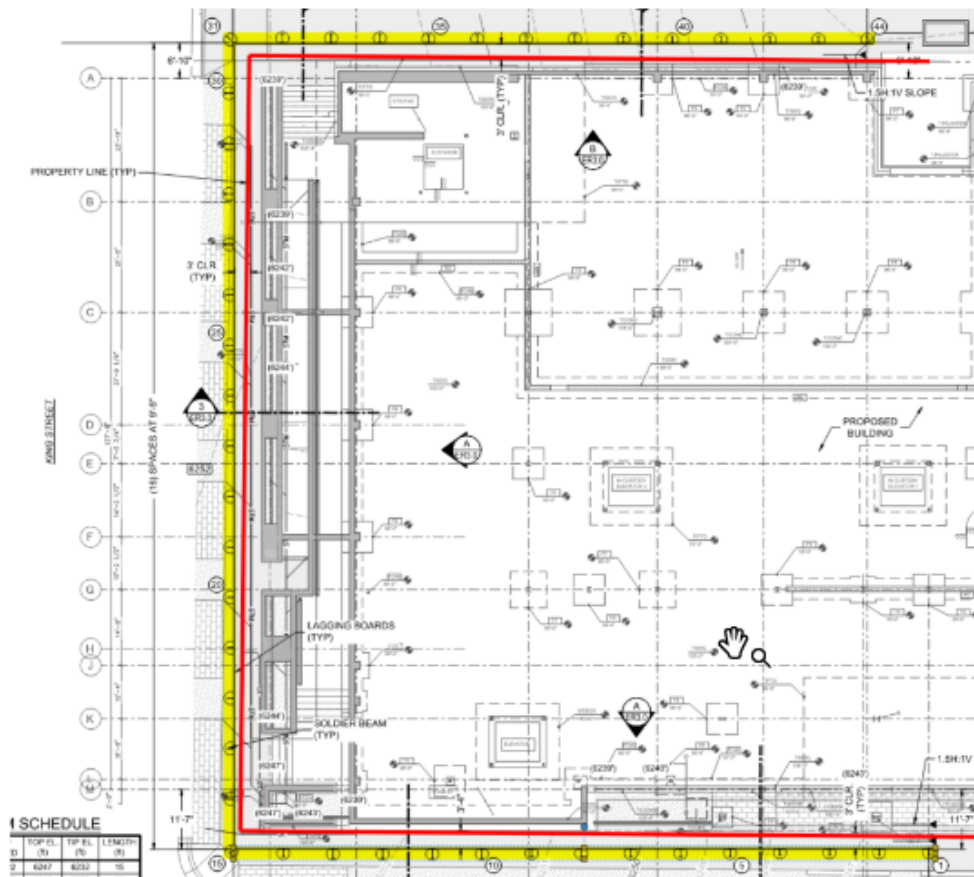
Recommendations.

Staff recommend that Council approve the Encroachment Agreement.

Background.

The application pertains to a request to install a temporary shoring system within the right of way for the construction of the new justice center at 180 S. King St. The existing buildings on the site are scheduled to be demolished starting in February with excavation and shoring scheduled for March 2026. The proposed shoring system encroaches into the right of way about 5 feet and parallels the property lines approximately 140-ft within the existing sidewalk along E. Simpson, Ave, 160-ft within the existing sidewalk on King St, and 130-ft within the alley along the northern property boundary of this project. The shoring system is comprised of soldier piles and lagging beams.

Exhibit 1: Yellow indicates footprint of shoring wall system in the ROW. Property Line is marked in Red.



Analysis & Key Policy Questions.

Engineering reviewed engineer stamped design plans submitted for approval and followed ToJ shoring agreement checklist for compliance.

CONDITIONS OF APPROVAL

1. Applicant must execute this Agreement within six (6) months following the Jackson Town Council's approval of this Agreement.
2. The Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. Applicant shall Remove, and solely bear the costs of removal, for all portions of the shoring system within five (5) feet of the finished grade of the immediately adjacent the Right-of-Way.
5. Applicant shall design, construct, and place the shoring system so that it is temporary, does not provide any permanent support for the Teton County Justice Center, and such that the Encroaching Property may be disturbed, destroyed, or removed for any reason.
6. Applicant shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
7. Applicant shall "pothole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.

Possible Alternatives.

The council has the option to:

- Direct staff to negotiate different terms or conditions with the contracting party.
- Not to enter the contract.

Comprehensive Plan & Priority Alignment.

- Common Value 2: Growth Management
 - Responsible Growth Management
 - Town as the Heart of the Region – The Central Complete Neighborhood
- Common Value 3: Quality of Life
 - Quality Community Service Provision

Fiscal Impact.

The fees for this project have been waived. The cost of this application would have been \$1274 plus staff time ~\$1600.

Staff Impact.

Staff impact for this item includes 8-10 hours for Engineering review and processing, 4-6 hours for Legal to review encroachment agreement language and revise as needed for both parties to enter into an agreement, and 1-2 hours of administration time to process the staff report.

Attachments or Links.

1. Encroachment Agreement for Shoring.

Suggested Motion.

I move to approve the Encroachment Agreement for the temporary shoring system with Teton County and authorize the mayor to execute the Agreement, subject to final approval by the Town Engineer and Town Attorney.

**TOWN OF JACKSON
ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT (*"Agreement"*) is made and entered into this ____ day of _____, 2026 (the *"Effective Date"*), by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, whose address is P.O. Box 1727 Jackson, WY 83001 (*"Encroaching Party"*) and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as (*"Town,"*), together (*"Parties"*).

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

Street Address: 180 S. King Street, Jackson WY
Location: PT. LOT 2, BLK 5, Cache-3, Plot 605
PIDN: 22-41-16-34-2-07-003

WHEREAS, the Town is the owner of certain public rights-of-way known as South King Street, Simpson Street, and the alley perpendicular from South King Street and immediately north of the Property, all as shown Plat No. 605, which public rights-of-way abut Encroaching Party's property (*"Rights-of-Way"*); and

WHEREAS, the Encroaching Party intends to construct improvements on the Property that require the temporary installation of a cantilevered soldier beam and lagging earth retention system for the construction of the Teton County Justice Center, or other structural support systems that may extend beneath or encroach upon Town's public-rights-of-way;

WHEREAS, the Encroaching Party shall use a portion of the subsurface areas, as shown on the attached plans, that do not interfere with existing utilities or the Rights-of-Way as set forth in Exhibit A, which by this reference is hereby fully incorporated herein, for:

Installation of a temporary shoring system to provide temporary lateral support during the construction of the Teton County Justice Center on the Property. The shoring system is comprised of materials, structures, supports systems and methods as set forth in Exhibit A.
(*"Encroaching Property"*)

WHEREAS, on March 2, 2026, the Jackson Town Council voted to approve and authorize the mayor to sign this Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and conditions, if any, set forth in this Agreement;

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

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public right-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter. The Town reserves its right to construct, maintain, use, and operate the public right-of-way as it may at any time, and may from time to time, desire within the limits of the right-of-way.

2. AGREEMENT TO ALLOW ENCROACHMENT

The Town agrees that Encroaching Party has the right to place the Encroaching Property within the Town rights-of-way to the extent set forth in Exhibit A. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property.

3. ENCROACHING PARTY OBLIGATIONS

A. Encroaching Party must:

- i. Use only a drill for installation of the Encroaching Property.
- ii. Remove, and solely bear the costs of removal, for all portions of the Encroaching Property within five (5) feet of the finished grade of the immediately adjacent the Right-of-Way.
- iii. Design, construct, and place the Encroaching Property so that it is temporary, does not provide any permanent support for the Teton County Justice Center, and such that the Encroaching Property may be disturbed, destroyed, or removed for any reason.
- iv. Maintain the Encroaching Property in a safe and structurally sound manner.
- v. Submit to the Town Engineer record drawings of the Encroaching Property to document its "as-built" location within fourteen (14) calendar days of completion of the Encroaching Property.
- vi. Submit to the Town Engineer a statement signed by the engineer of record that the foundation is backfilled and the Encroaching Property may be disturbed in accordance with Section 3.A.iii of this Agreement within fourteen (14) calendar days of the backfilling of the foundation for the Teton County Justice Center.
- vii. Execute this Agreement within six (6) months following the Jackson Town Council's approval of this Agreement.
- viii. Commence construction of the Encroaching Property within six (6) months of the permit issued for the Encroaching Property; provided, however, that if the Town approves an extension of said permit, the deadline to commence construction shall be extended for a period equal to the approved permit extension.
- ix. Be solely responsible for any damage to, necessary repair, replacement, or maintenance of the public Rights-of-Way resulting from the Encroaching Property or from the Encroaching Party's use, installation, maintenance, repair, or removal of the Encroaching Property.

B. Encroaching Party is prohibited from:

- i. Using pile drivers or like equipment to hammer, pound, or impact the earth to place the Encroaching Property.
- ii. Permanently placing any portion of the Encroaching Property within five (5) feet of the finished grade of the immediately adjacent the Right-of-Way.

4. RIGHT OF ACCESS

- A. Encroaching Party shall have the right from time to time to go upon the adjoining Town Right-of-Way for the purpose of installing and maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town.
- B. Encroaching Party is responsible for obtaining any required permits for all installation and maintenance activities requiring access, use, occupation, etc. of the Right-of-Way, including snow removal.

5. RELEASE OF CLAIMS

Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town Rights-of-Way in their present configuration and

alignment and any of the present utilities within the Town Rights-of-Way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town. Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from disturbance, damage, or removal of the Encroaching Property by Town or its agents, including, without limitation, any of the foregoing that may result in instability of the building being constructed on Encroaching Party's property or any of the appurtenances thereto, except to the extent the same is caused by the malicious or negligent acts or omissions of the Town or its contractors.

6. INDEMNIFICATION

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

7. BINDING COVENANT

The provisions of this Agreement shall operate as a covenant running with Property and bind the Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT

- A. Perpetual: This Agreement shall be perpetual unless and until, if ever, the Encroaching Property is removed in its entirety.
- B. Automatic Termination: This Agreement shall automatically terminate if:
 - i. The Encroaching Party fails to comply with Section 3.A.vii.
 - ii. Encroaching Party fails to comply with Section 3.A.viii.

9. NO THIRD-PARTY BENEFICIARY

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

10. HEADINGS

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

11. MODIFICATION IN WRITING

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

12. BINDING EFFECT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this

Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING

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

14. GOVERNING LAW AND FORUM

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

15. GOVERNMENTAL IMMUNITY

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

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. COUNTERPARTS; ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the Effective Date.

Signatures follow on next page

**TETON COUNTY,
a county
of the State of Wyoming**

By: _____
Mark Newcomb, Board Chair

Date: _____
ATTEST: Maureen E. Murphy, County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Newcom and Maureen E. Murphy each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2026.

Witness my hand and official seal.

My commission Expires:

Notary Public

**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**

By: _____
Arne O. Jorgensen, Mayor

Date: _____
ATTEST: Riley Hovorka, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Arne. O. Jorgensen and Riley Hovorka each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2026.

Witness my hand and official seal.

My commission Expires:

Notary Public

[Prior to recording attach Exhibits]

Exhibit A

TEMPORARY SHORING SYSTEM PLANS

**TETON COUNTY JUSTICE CENTER
TEMPORARY EARTH SHORING**

CANTILEVERED SOLDIER BEAM GENERAL NOTES:

THIS SET OF PLANS SHOWS THE INFORMATION NECESSARY FOR CONSTRUCTION OF THE TEMPORARY CASTLEVERED SOLDIER BEAM & LAGGING EARTH RETENTION SYSTEM FOR THE TETON COUNTY JUSTICE CENTER PROJECT LOCATED IN JACKSON WYOMING. ONLY THOSE PORTIONS OF THE STRUCTURAL DRAWINGS NECESSARY TO CLARIFY THE ABOVE CONSTRUCTION ARE SHOWN. CONTROLLING CODE FOR THE PERMANENT PORTIONS OF THE PROJECT IS 2021 IBC.

CONSTRUCTION SEQUENCE

THE FOLLOWING SEQUENCE SHALL BE CAREFULLY FOLLOWED:

1. DEMOLISH EXISTING STRUCTURES (BY OTHERS) AND REMOVE EXISTING OVERHEAD AND UNDERGROUND OBSTRUCTIONS (BY OTHERS),
2. CALL WOUNDING ONE CALL AT 1-800-949-2476 OR 811 PRIOR TO DOING ANY EXCAVATION OR DRILLING WHATSOEVER. LOCATE, UNCOVER, EXPOSE, AND REMOVE (BY OTHERS) ANY UTILITIES WHICH MAY BE AFFECTED BY INSTALLATION OF THE EARTH RETENTION SYSTEM.
3. LAYOUT SOLDIER BEAMS AND VERIFY CLEARANCE FOR DRILLING OR DRIVING EQUIPMENT. ADJUST SPACING OF SOLDIER BEAMS (IF REQUIRED). PROVIDE A 50 FOOT MINIMUM WIDTH BENCH AS SHOWN IN DETAIL (BY OTHERS) FOR SOLDIER BEAM INSTALLATION.
4. LAYOUT OUTSIDE FACE OF BASEMENT WALL FOR PROPOSED BUILDING (BY OTHERS) AND PROVIDE STAKES AND OFFSETS AT EACH LOCATION.
5. INSTALL SOLDIER BEAMS OF THE SIZE AND LENGTH SHOWN ON THESE DRAWINGS BY DRILLING AND SETTING IN PIER HOLES OR PAVING, DRILLED SOLDIER BEAMS SHALL BE BACKFILLED WITH LEAN CONCRETE (ONE-SACK) TO TOP OF DRILL HOLE OR HOLES SHALL BE PROCESSED AT THE DISCRETION OF KELLER. ALL CONCRETE SHALL BE PLACED USING THE FREE FALL METHOD.
6. EXCAVATE (BY OTHERS) TO THE BACK FACE OF LAGGING IN LIFTS NOT TO EXCEED 5 FEET (LESS IF THE SOIL WILL NOT STAND OPEN). DO NOT EXCAVATE MORE THAN CAN BE LAGGED THE SAME DAY.
7. INSTALL LAGGING AND REPEAT STEP 6 ABOVE UNTIL LAGGING HAS BEEN INSTALLED TO SUBGRADE. UNDER NO CIRCUMSTANCES SHALL EXCAVATION PROCEED TO AN ELEVATION LOWER THAN THAT SHOWN ON THESE PLANS ADJACENT TO THE RETENTION SYSTEM.

MATERIALS

1. WELDING : E-70 ELECTRODE (LOW HYDROGEN)
2. STEEL : ASTM A-992 GRADE 50 AS NOTED FOR STRUCTURAL SHAPES.
3. LAGGING: DOUGL AS FIR OR HEM FIR #4/8TR STD SAWBOM ROUGH.
4. SLURRY : BEAMS EMBEDDED IN A PROCESSSED SLURRY MIX CONSISTING OF PORTLAND CEMENT , FOR 30" DIAMETER DRILL HOLE, ONE 94 POUND BAG OF PORTLAND TYPE 1L CEMENT PER 3' FOOT OF DRILL HOLE. SLURRY MATERIAL IS NOT STRUCTURAL.
5. EQUIVALENT MEMBERS MAY BE SUBSTITUTED FOR THOSE SHOWN PROVIDED THEY MEET THE REQUIRED STRENGTH CRITERIA.
6. MATERIALS MAY BE NEW OR USED PROVIDED THEY MEET THE REQUIRED STRENGTH CRITERIA.

MONITORING OF RETENTION SYSTEM MOVEMENT

HORIZONTAL SURVEY MONITORING POINTS WILL BE ESTABLISHED BY KELLER AND THE GENERAL CONTRACTOR IN ORDER TO MONITOR THE MOVEMENT OF THE RETENTION SYSTEM AND ADJACENT STRUCTURES, UTILITIES AND GROUNDS. MOVEMENT READINGS WILL BE TAKEN WEEKLY OR MORE OFTEN IF NECESSARY BY THE GENERAL CONTRACTOR AND EMAILED TO KELLER PROMPTLY THE SAME DAY AS THEY ARE TAKEN.

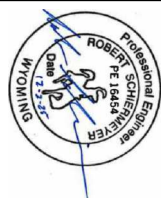
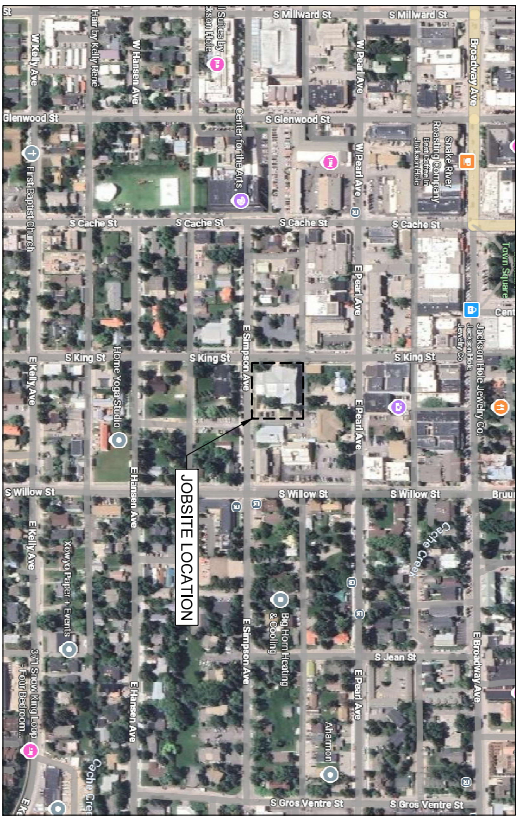
DRAWING INDEX

DRAWING INDEX	
ER0.0	COVER SHEET & GEN. NOTES
ER1.0	OVERALL SITE PLAN
ER2.0	SHORING SITE PLAN
ER3.0	ELEVATION & SECTION VIEWS
ER4.0	DETAILS

EXHIBIT A
TO
ENCROACHMENT
AGREEMENT
Page 1 of 5

Additional notes for Town of Jackson Encroachment Agreement/Shoring Permit:

- For As-Built's, Keller will provide a letter from their EOR that the system was installed per plans/specs. If any significant changes are needed, Keller will do a drawing revision and submit as the as-built drawing.
 - Existing sewer line will be demo'd and replaced as part of the project.
 - DPR has already potholed and taken survey points on all known existing utilities, which will be coordinated with shoring and protected as needed during shoring operations.
- Regarding maximum estimated movements of the wall, Construction Installation tolerance is 2". Keller can run a model calculation to estimate horizontal deflection at top of wall if required.
- Regarding Factors of Safety, $FS = 1.67$ and comes from the reduction in steel strength.



Engineer of Record:
Robert Schiermeyer
16454



KELLER
5775 EUDORA STREET
COMMERCE CITY, CO
80022
303-469-1136

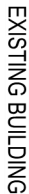
COVER SHEET & GEN. NOTES
TEMPORARY EARTH SHORING
TETON COUNTY JUSTICE CENTER

150 EAST SIMPSON AVE. JACKSON, WY 83001

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Project Number:	Date:
OP0038164	11/21/2025
Sheet No.	

ER0.0



SHORING SITE PLAN
SHEET: ER2.0

WILLOW STREET

KING STREET

PROPOSED BUILDING

EXISTING BUILDING

SIMPSON AVENUE

EXHIBIT A

To

ENCROACHMENT

AGREEMENT

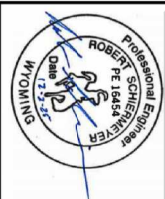
Page 2 of 5



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OVERALL SITE PLAN
TEMPORARY EARTH SHORING
TETON COUNTY JUSTICE CENTER

150 EAST SIMPSON AVE. JACKSON, WY 83001

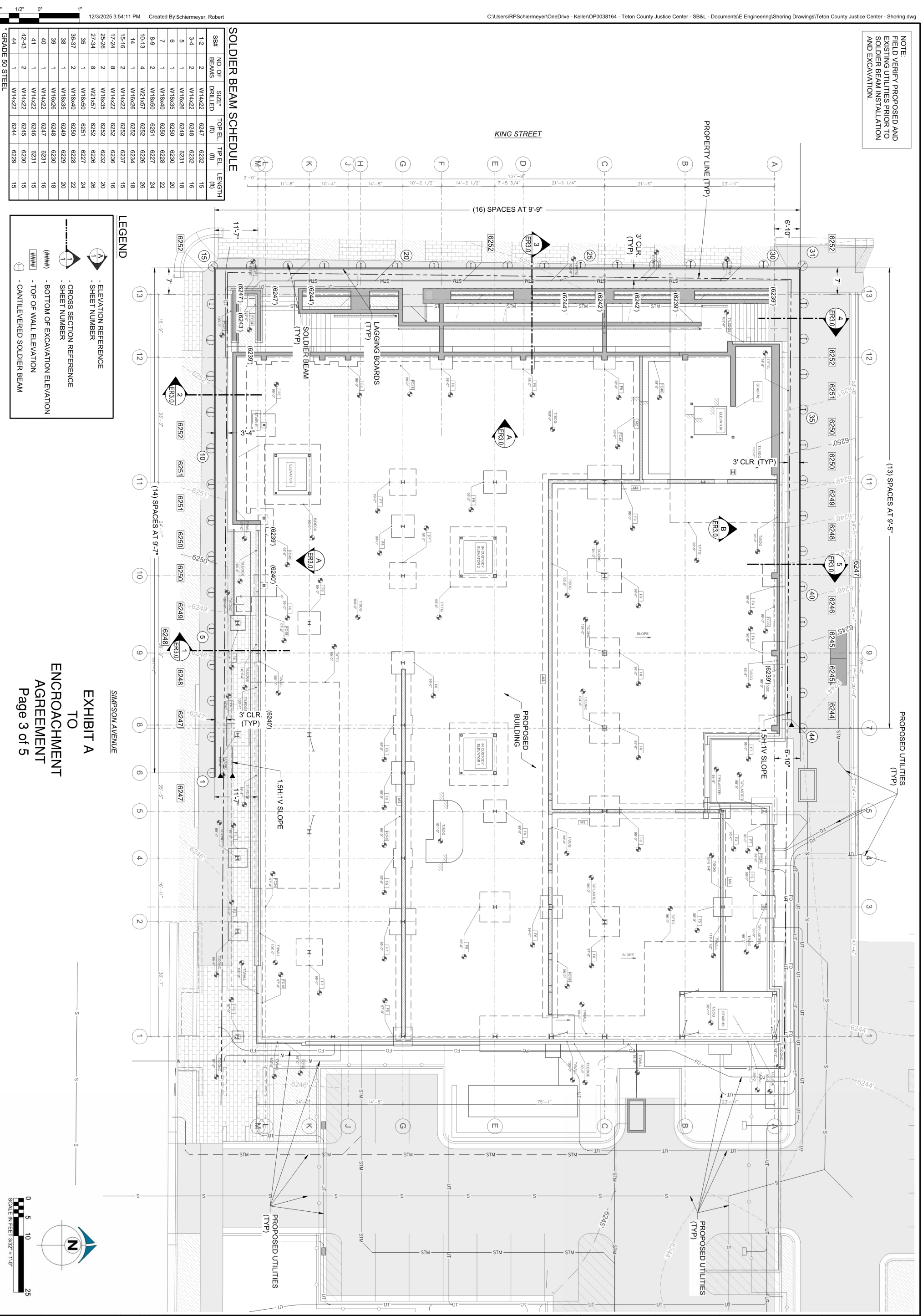
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Design by:	NT	Approved by:	RS
Drawn by:	ME	Checked by:	NT
Project Number:		D	
OP0038164		11/21/2	
Sheet No.			

Sheet No.

ER1.0

NOTE:
FIELD VERIFY PROPOSED AND
EXISTING UTILITIES PRIOR TO
SOLDIER BEAM INSTALLATION
AND EXCAVATION.



SB#	NO. OF BEAMS	SIZE	TOP EL. (ft)	TIP EL. (ft)	LENGTH (ft)
1-2	2	W14x22	6247	6232	15
3-4	2	W14x22	6248	6232	16
5	1	W16x26	6249	6231	18
6	1	W18x35	6250	6230	20
7	1	W18x40	6250	6228	22
8-9	2	W18x50	6251	6227	24
10-13	4	W21x57	6252	6226	26
14	1	W16x26	6252	6234	18
15-16	2	W14x22	6252	6237	15
17-24	8	W18x35	6252	6232	20
25-26	2	W18x35	6252	6232	20
27-34	8	W21x57	6252	6226	26
35	1	W18x50	6251	6227	24
36-37	2	W18x40	6250	6228	22
38	1	W18x35	6249	6229	20
39	1	W16x26	6248	6230	18
40	1	W14x22	6247	6231	16
41	1	W14x22	6246	6231	15
42-43	2	W14x22	6245	6230	15
44	1	W14x22	6244	6229	15

LEGEND

- ELEVATION REFERENCE
- SHEET NUMBER
- CROSS SECTION REFERENCE
- SHEET NUMBER
- TOP OF WALL ELEVATION
- CANTILEVERED SOLDIER BEAM

ENCROACHMENT AGREEMENT
Page 3 of 5

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Engineer of Record:
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Date of Preparation and Release: 11/21/2025

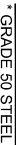
Drawn by: RS
Checked by: NT
Design by: RS
Approved by: NT

Project Number: OP0038164
Date: 11/21/2025

Sheet No. ER2.0

SHORING SITE PLAN
TEMPORARY EARTH SHORING
TETON COUNTY JUSTICE CENTER

150 EAST SIMPSON AVE. JACKSON, WY 83001



No.	Description	Date
6255.0		
6250.0		
6245.0		
6240.0		
6235.0		
6230.0		
6225.0		
6220.0		

[illegible]



Page 5 of 5

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DETAILS
TEMPORARY EARTH SHORING
TETON COUNTY JUSTICE CENTER
150 EAST SIMPSON AVE. JACKSON, WY 83001

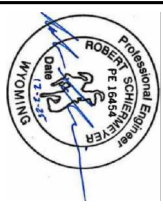
Use of Proposals and Designs

Designs, sketches, specifications, and proposals submitted by a contractor to the Government are the property of the Government. They shall be kept confidential to the extent that they contain information that is not to be released under the provisions of the Freedom of Information Act (5 U.S.C. 552). The contractor shall retain the right to use the designs, sketches, specifications, and proposals submitted by the contractor to the Government for the purpose of preparing and submitting proposals for other Government contracts, and for the purpose of preparing and submitting proposals for other Government contracts, and for the purpose of preparing and submitting proposals for other Government contracts.

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Engineer of Record:
Robert Schiermeyer
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10

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COMMERCE CITY, CO
80022
303-469-1136



STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Regular Meeting – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Hitching Post Deed Restrictions	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider amendments to the standard deed restriction template for Workforce Housing at The Hitching Post.

Requested Action.

Staff request Council review and approval of the amendments to the standard deed restriction template for Workforce Housing at the Hitching Post.

These amendments are as follows:

1. Exemption from the 75% local income rule for renter households with at least one full-time employee of St. John's Health or an entity that provides services to the Hospital.
2. Inclusion of a paragraph stating that, "In the event a deed restricted unit will be vacant for more than 60 days, St. John's Health shall report this along with a brief description of the reasons for the greater than 60-day vacancy. Such reports will be deemed requests for an exception to the 60-day vacancy rule. The Housing Department's acceptance of the extension of the 60-day vacancy rule will not be unreasonably withheld."
3. Inclusion of a paragraph stating that, "In the event that St. John's Health needs to provide housing to employees serving in full-time positions on a short-time basis, St. John's Health shall seek from the Housing Department an exception to the minimum 6-month lease term. This exemption will not be unreasonably withheld."
4. In the event St. John's Health sells the Hitching Post property or the Hitching Post Apartments, the exceptions and exemption listed above (1, 2, 3) will be eliminated from the deed restriction.
5. In the event St. John's Health leases any units within the Hitching Post Apartments project to non-St. John's Health employees or employees of entities that provide full time services to St. John's Health, the exceptions and exemption identified above (1, 2, 3) shall not apply.

Recommendations.

Staff recommend approval of the proposed amendments to the standard deed restriction template for Workforce Housing at The Hitching Post.

Background.

St. John's Health is constructing employee housing at the Hitching Post site using SPET funding, debt, and philanthropy. Because these apartments are Accessory Residential Units to the hospital, the Town requires a Workforce Rental deed restriction. SJH has identified standard program requirements that conflict with the specific recruitment needs of a 24-hour medical facility. The proposed amendments provide the necessary flexibility to house visiting professionals and hospital staff.

Council previously discussed the development plan for the Hitching Post (P25-041) during the June 2, 2025 Regular Meeting. This included a discussion of the requested changes to the Workforce Housing deed restriction, which Council supported.

Analysis & Key Policy Questions.

SJH is requesting three primary deviations from the standard Housing Department rules to accommodate medical staffing cycles. While these are inconsistent with general workforce policy, staff finds them appropriate given the SPET funding's intent to support hospital employees.

Housing staff met with St. John's Health to discuss potential amendments to the standard Workforce Rental deed restriction template. These amendments provide flexibility to St. John's Health so they can best serve their employees and provide assurance that the new apartments will be serving local workers and their families.

Key Question #1: Should the Town grant specific operational exceptions to St. John's Health?

Staff recommend yes to all three primary deviations.

1. Exemption from the 75% local income rule for renter households with at least one full-time employee of St. John's Health or an entity that provides services to the Hospital.
 - Pros:
 - Allows full-time St. John's Health employees and their partners to access this employee housing regardless of what the non-SJH employee does for work and how much they earn.
 - If a unit is rented to a household without a full-time St. John's Health employee, the renter household will be required to meet all the requirements of the Workforce Program, including the 75% local income requirement.
 - Cons:
 - Minor inconsistency with general Workforce Housing rules.
2. Inclusion of a paragraph stating that, "In the event a deed restricted unit will be vacant for more than 60 days, St. John's Health shall report this along with a brief description of the reasons for the greater than 60-day vacancy. Such reports will be deemed requests for an exception to the 60-day vacancy rule. The Housing Department's acceptance of the extension of the 60-day vacancy rule will not be unreasonably withheld."
 - Pros:
 - This takes into consideration the unique circumstances facing St. John's Health employee recruitment and retention. Allows SJH to hold units open for incoming high-priority recruits.
 - Cons:
 - Minor inconsistency with general Workforce Housing rules.
 - An apartment could be vacant for more than 60 days and an opportunity to provide housing to a workforce household could be lost.
3. Inclusion of a paragraph stating that, "In the event that St. John's Health needs to provide housing to employees serving in full-time positions on a short-time basis, St. John's Health shall seek from the Housing Department an exception to the minimum 6-month lease term. This exemption will not be unreasonably withheld."
 - Pros:
 - This exception takes into account the unique circumstances facing St. John's Health employee recruitment and retention. There will be times when a visiting healthcare professional will come to work full-time at SJH for a short term. In the event this happens, SJH needs to be able to provide this professional with short-term rental housing that is close to the hospital.
 - Despite the shorter rental term, the unit(s) will still be used as workforce housing, providing stable rental housing for an employee of SJH.
 - Cons:
 - Deviates from the standard 6-month minimum lease goal.

Key Question #2: Should these exceptions terminate if St. John's Health sells the property?

To protect the program, staff recommend that all exceptions (1,2, and 3) be eliminated if St. John's Health sells the Hitching Post property or apartments. This ensures the deed restriction **reverts** to the standard Town template upon transfer of title to a non-hospital entity.

Key Question #3: Should these exceptions terminate if units are leased to the general public?
Staff recommend that these exceptions only apply to units occupied by at least one full-time St. John's Health or hospital-affiliated employee. If a unit is leased to a non-hospital household, that specific unit must revert to all standard Workforce Program requirements.

Comprehensive Plan & Priority Alignment.

Principle 5.1 - Maintain a diverse population by providing workforce housing

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers

Principle 5.2 - Strategically locate a variety of housing types

Policy 5.2.a: Provide a variety of housing options

Policy 5.2.b: Housing will be consistent with Character Districts

Policy 5.2.c: Provide workforce housing solutions locally

Principle 5.3 - Reduce the shortage of housing that is affordable to the workforce

Policy 5.3.c: Create workforce housing to address remaining shortages

Principle 5.4 - Use a balanced set of tools to meet our housing goal

Policy 5.4.c: Promote cooperative efforts to provide workforce housing

Policy 5.4.d: Provide incentives for the provision of workforce housing

Fiscal Impact.

None.

Staff Impact.

Housing staff have spent 20 hours on this.

Attachments or Links.

Deed Restriction for Property Located at 460 E. Broadway, Jackson, Wyoming – redlines

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

I move to approve the amendments to the Deed Restriction for Property Located at 460 E. Broadway, Jackson, Wyoming as presented today, and authorize the Mayor to execute the restriction subject to minor changes by staff.

**Deed Restriction for Property
Located at 460 E Broadway, Jackson, Wyoming
Hitching Post**

This 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:

See Exhibit A attached hereto and by this reference made a part hereof
PIDN: 22-41-16-34-2-00-001 ("Land")

WHEREAS, Declarant participated in the Accessory Residential Unit 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 residential development potential, all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Permit No. P25-041, in which Declarant received approval for construction of 72 Accessory Residential Units, Declarant is restricting:

- Units _____ (22 total), with one bedroom;
- Units _____ (48 total), with two bedrooms; and
- Units _____ (2 total), with three bedrooms

(each individually, a "Residential Unit," and together, the "Project," the parties acknowledging that the Residential Units are not legally subdivided, individual parcels of real property but are part of the larger, indivisible Project located on the Land).

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. P25-041, 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; and

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. P25-041, 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. The foregoing income requirement ~~only applies to the St. John’s employee and shall not apply to any other members~~ shall be deemed waived at all times that at least one member of the Qualified Household ~~at all times that the St. John’s employee~~ is verified to be either (a) in full-time employment with St. John’s Health, its successors or assigns, as a primary healthcare provider within Teton County (the “Hospital”), or (b) a full-time employee of an entity that provides services to the Hospital. Full-time employment shall be deemed achieved if an employee works an average of 30 hours per week, being a minimum of 1,560 hours per year.

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. Notwithstanding the foregoing or the Qualified Household requirements in the Rules and Restrictions, for the purposes of this Restriction, a household shall be deemed a Qualified Household if it contains at least one (1)

person that is either (a) a full-time employee of the Hospital, or (b) a full-time employee of an entity that provides services to the Hospital, regardless of whether other household members meet Employment or Income Limit status set forth above. 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. In the interest of clarity, the forgoing provision does not grant, create or otherwise imply an option or similar right by JTCHA to purchase the Residential Unit, except as expressly set forth in Article 5.1.4.1. below. It is included for purposes of clarifying JTCHA's ability to own the Residential Unit in the future, subject to the terms of this Restriction, without creating a merger of title that would result in termination of the Restriction. It is the intent of the parties that the Restriction shall remain in full force and effect in perpetuity, without merger of title or termination, in the event JTCHA takes ownership of 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 unless otherwise expressly provided to the contrary in this Restriction.
- 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. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.

2.10 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations and otherwise provided for by this Restriction. In addition to that set forth in the Rules and Regulations and this Restriction, the Residential Unit may be rented for a minimum period of 180 days. Due to the unique circumstances of the Hospital and occupancy of the Residential Unit by employees of the Hospital, the Hospital may apply to JTCHA for an ~~exemption~~exception to the minimum rental period of 180 days, and the granting of such exemptions shall not be unreasonably withheld, conditioned or delayed. In addition, because of the unique circumstances of the Hospital's employee recruitment and retention, should the Hospital anticipate that the Residential Unit will be vacant for more than sixty (60) days, the Hospital will report such expectation to JTCHA, along with a brief description of the reason(s) for greater than a sixty-day vacancy. Such reports shall be deemed requests for ~~exemption~~exception from the sixty-day vacancy rule, and JTCHA's approval of such requests shall not be unreasonably withheld, conditioned or delayed.

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

2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's (as defined by the Rules and Regulations and provided for in this Restriction) sole and exclusive primary residence during the term of any rental, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

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

2.14 Vacancy. The Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department [in accordance with Section 2.10 above](#). 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.

ARTICLE III SALE

3.1 Sale of The Project. The Project 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 Project shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Project, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact

Commented [AN1]: If the project is sold, the exemption to the 75% rule, exception to the min lease term, and exception to the min vacancy term all go away. Need to include that here as 3.2

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information (including without limitation, mailing address, phone number and email) for the purchaser.

3.2 Reversion to Template Restriction at Sale of Project. Upon sale of the Project, this deed restriction will revert to the template Workforce Rental deed restriction in use at the time of sale.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

4.1 Termination by the Town of Jackson. 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 Project.

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, which is not cured within thirty (30) days of written notice thereof by the other party hereto.

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, which failure is not cured within (a) ten (10) days with respect to financial obligations, and (b) thirty (30) days with respect to non-financial obligations, in each instance from written notice thereof by the party to whom such amounts or performance obligations are owed. 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, which, with respect to any misrepresentations by an occupant, is not in good faith rectified by Declarant within thirty (30) days of written notice thereof by the other party hereto.

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 5.1.2 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 Project for ~~the lesser of the Maximum Resale Price or~~ the appraised value (the "Purchase Price"), 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").~~ Intentionally omitted.

~~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. Intentionally omitted.

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 Project 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;

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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. Intentionally omitted.~~

- 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 Administrative Procedure 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.

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- 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 for damages arising out of this Restriction, provided, however, that the foregoing limitation shall not restrict, limit or otherwise prohibit Declarant from bringing legal action in order to enforce the terms 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, except to the extent arising out of the willful or grossly negligent acts or omissions of the Town of Jackson, Teton County, Wyoming, or the Housing Department.
- 5.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and the Town of Jackson, Wyoming.
- 5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

- 5.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 5.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit

hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

- 5.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 5.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 5.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 5.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction, except to the extent arising out of the willful or grossly negligent acts or omissions of the Town of Jackson, Teton County, Wyoming, or the Housing Department. 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 addition, the Hospital does not, by entering into this Restriction, waive the tort immunity provided to it by the Wyoming Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq. (the "Act"), and the Hospital retains all immunities and defenses provided to it by the Act. Any part of this Restriction that conflicts such immunity shall be void and of no effect. Any actions or claims against the Hospital under this Restriction, to the extent the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act. If either party hereto brings a claim against the other that is not in accordance with the Act's procedural requirements, such party shall reimburse the other for all costs, including reasonable attorneys' fees, such incurs in defending such claim. None of the foregoing, nor the terms of the Act, shall prevent or otherwise limit either party from bringing an action against the other to enforce the terms of this Restriction.

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

OWNER: Teton County Hospital District,
a Wyoming Special Hospital District

By:
Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me
by _____ as _____ of Teton County Hospital District, a
Wyoming special hospital district.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

Arne Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

Error! Unknown document property name.

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STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Council Regular Meeting - Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Appeal of Planning Director decision at 80 E. Kelly Avenue (P26-015)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider the appointment of a hearing officer to preside over an appeal for 80 E. Kelly Avenue, a process pursuant to Land Development Regulations (LDR) Section 8.8.4.G.

Recommendation.

Staff recommend the Council appoint Alexandra Nash to serve as the Hearing Officer for an appeal.

Background/Project Description.

On December 29, 2025, the Planning Director approved an Administrative Adjustment to reduce the required rear setback from 5' to 2' for a structure on the Town's Historic Register.

On January 28, 2026, the applicant filed a formal appeal of the Planning Director decision regarding a rear setback. Once an appeal is received by the Town, the Town Council has 45 days to appoint a Presiding Officer who may be either the current Chair of the Board of Adjustment (BOA) or a Hearing Officer.

The Hearing Officer's role is to administer the hearing in accordance with established hearing rules and provide legal counsel to the BOA. The Town Attorney will provide legal counsel for the Planning Director. The applicant may or may not be represented by an attorney at their discretion.

Analysis

Given the option to appoint the current Chair of the BOA or a Hearing Officer as the Presiding Officer for the appeal hearing, staff recommend appointing a Hearing Officer due to the technical nature of hearing rules (testimony, evidence, procedure, etc.) which are specialized areas of legal expertise not expected of a volunteer chair, and, second, because the BOA Chair is also a voting member of the deciding body. Appointing an outside attorney allows the BOA Chair to focus entirely on the substance of the land-use issue without the distraction of procedural management.

After the Council makes this decision on appointing the Presiding Officer, the Council will have no further responsibilities related to the conduct of this appeal. However, staff will keep the Council informed of its progress and outcome.

The minimum qualifications for a Hearing Officer, set out in LDR Sec. 8.10.9, are that they:

1. Hold an active license to practice law in the State of Wyoming.
2. Have knowledge of administrative, environmental, and land use planning law and procedures.
3. Are familiar with the LDRs; and
4. Hold no other appointive or elective public office or position in the Town government during the period of appointment, except that of Municipal Judge or Alternative Municipal Judge.

Alexandra Nash is an attorney, serves as an alternate municipal judge appointed by the Council, and meets these qualifications. Ms. Nash is available during the expected timeframe of this appeal and is willing to serve as the Hearing Officer for this matter. Additionally, Council must set a compensation rate for the Hearing Officer and Alexandra has agreed to a rate of \$200.00 per hour.

Key Question 1: Does the Town Council wish to appoint Alexandra Nash as the Hearing Officer to ensure a neutral, legally compliant appeal process?
Staff recommends yes.

Key Question 2: Does the Town Council concur with compensation at a rate of \$200.00 per hour?
Staff recommends yes.

Fiscal Impact.

Staff estimate the cost of paying the Hearing Officer to be \$5,000.

Staff Impact.

The amount of staff time needed to conduct this appeal will be approximately 70 hours.

Attachments.

Alexandra Nash Resume.

Suggested Motion.

I move to appoint Alexandra Nash to serve as the Hearing Officer for appeal P26-015.

Professional Experience

Mijares Nash, PLLC (f/k/a Sitton Nash, PLLC) January 2015 to Present in Partnership with Rutila, Seibt & Nash, PLLC (formerly Of Counsel to DeFazio Law Office, LLC (2018 to 2025))	Jackson, Wyoming
Baskin Richards PLC September 2012 to January 2015, Member	Phoenix, Arizona
Greenberg Traurig, LLP November 2005 to September 2012, Associate	Phoenix, Arizona
Quarles & Brady LLP September 2004 to November 2005, Associate Summers 2002 and 2003, Summer Associate	Phoenix, Arizona

- Serves as District Court Commissioner for the District Court of Teton County, Ninth Judicial District
- Seasoned trial lawyer, litigator, and advocate for clients in a vast array of government investigations and prosecutions of alleged white-collar criminal offenses such as mortgage, tax, healthcare and securities fraud, money laundering, and other felony and misdemeanor matters
- Represents individual and corporate clients in a wide variety of state and federal commercial litigation matters involving contracts, trade secrets, business torts, counterfeiting, trademark infringement, securities matters, non-competes, licensure, forfeiture, and real estate disputes
- Performs all litigation functions with primary responsibility for bench and jury trials, oral argument, witness examinations and all aspects of federal, state and administrative tribunal proceedings, arbitrations and mediations, including advanced coordination with forensic, accounting, real estate, technical, and scientific expert witnesses
- Serves as a court-appointed Guardian ad Litem for the protection of unrepresented indigent, incapacitated, and other at-risk individuals in connection with a variety of legal proceedings

Education

Arizona State University Sandra Day O'Connor College of Law, J.D., 2004

- Note and Comment Editor: Arizona State Law Journal, 2003-2004
- Staff Writer: Arizona State Law Journal, 2002-2003
- Member: Jessup International Law Moot Court Team, 2002

Arizona State University, B.A. Economics, 2000; B.A. Political Science, 2000

- Member: Pi Sigma Alpha, The National Political Science Honor Society

Bar Admissions and Professional Organizations

- Wyoming, 2018
- United States District Court, District of Wyoming, 2019
- Arizona, 2004
- United States District Court, District of Arizona, 2004
- American Bar Association
- National Association of Criminal Defense Lawyers
- Arizona Attorneys for Criminal Justice

Awards and Honors

- Recognized as a “Super Lawyer” by *Southwest Super Lawyers*, 2016-2024
- Recognized as a “Best Lawyer” by *The Best Lawyers in America* in Criminal Defense: General Practice, Criminal Defense: White Collar Crime, Commercial Litigation, 2018-2024
- Recognized as one of the “Top 100 Lawyers in Arizona” by *Arizona Business*, 2020-2022
- Recognized as one of the “Top 25 Arizona Women Lawyers” by *Southwest Super Lawyers*, 2019-2021
- Recognized as a “Rising Star” by *Southwest Super Lawyers*, 2012-2014
- Selected as one of *Arizona’s Finest Lawyers*
- Winner: Berch Appellate Oral Argument Competition, Arizona State University College of Law, 2002
- Winner: Best Legislative Review, Arizona State Law Journal, 2003
- Winner: Outstanding Staff Writer, Arizona State Law Journal, 2003

Leadership and Charitable Outreach

- Board of Directors, Arizona Foundation for Women, former member
- Executive Board, Maricopa County Bar Association Criminal Law Section, former member
- Board of Directors, Phoenix Country Club Foundation, former member
- Board of Directors, North Star Homeowners’ Association, former member

Lectures and Publications

- Presenter, Constitutional Issues, Arizona Law Enforcement Academy
- Contributing Author, *My Little Arizona Rules Book*, 2008 ed., 2011 ed.
- Contributing Author, David Kader et al., “The Supreme Court of Arizona: Its 2002-2003 Decisions,” 35 Ariz. St. L.J. 1105 (Winter 2003)

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Employee Housing Opportunities at 90 Virginian Lane – informational only	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider employee housing opportunities at 90 Virginian Lane. These opportunities include rights of first rental for employees and/or rights for the Town to purchase Workforce condos. No action is required today.

Recommendations.

None at this time.

Background.

90 Virginian Lane is the home of a future affordable workforce housing development located in the Midtown Neighborhood that will create approximately 200 permanently deed restricted homes. Opportunities exist for the Town of Jackson ("Town") to secure employee housing at this site, including Rights of First Rental for employees and/or rights for the Town to purchase Workforce condos.

The Town was awarded \$10m from the Employee Housing SPET (2022) to purchase rental units – Rights of Rental and/or Workforce Rental Condos. The Town has committed \$4.05 million from 2022 SPET to purchase six (6) rights to rent at the Nelson Drive affordable housing project.

Staff has provided below a summary of the offer from Pennrose our development partner on the 90 Virginian Lane Development for Council consideration:

Workforce Condo Pre-Purchase Terms

- Price: up to \$5 million
- Payment Terms: 50% due at the financial closing of the Condo Units development phase ("Closing"). 50% due upon receipt of Certificate of Occupancy.
- Condo Units and Price: Town will purchase condos at the deed restricted fair market value sales prices at the time of Closing, which are estimated as follows:
 - 2 bed, 1 bath = \$550,000
 - 2-bed, 2-bath = \$750,000
 - 3-bed, 3-bath = \$950,000
- Condo Use Restrictions: Workforce Rental, Town will be responsible for owning and leasing the condo units. Town will be responsible for HOA fees, property taxes, insurance, and all other costs associated with the ownership of the condo units. Units can only remain vacant for 60 days.
- Commencement: 90 days prior to issuance of Building Permit for the condo units, Pennrose will provide a Pre-Purchase Agreement to Town including:
 - Sale price
 - Availability date

- Final floor plans, design renderings
- HOA documents

Rights of First Rental Terms (ROFR)

- Parties:
 - Owners: 90 Virginian Lane Workforce Housing, LLC
 - ROFR Holder: Town of Jackson
- Price: \$275,000 per Right
- Affordability
 - all affordability levels, from <80% to Workforce)
- Unit: The Right is not attached to a specific unit. Town will have the right to rent any available unit at the time they exercise the right.
- Payment Terms: 50% due at the financial closing of the Rental Project development phase, 25% due at 50% construction completion, 25% due upon receipt of Certificate of Occupancy.
- Nature of Right: Town shall have the first opportunity to lease a unit prior to Owner marketing or leasing the unit to third parties.
- Term: 15 years, automatically renewable up to 99 years
- Notice of Availability: Owner shall provide written notice to Town when a unit is ready for occupancy, including:
 - Monthly rent
 - Availability date
 - Standard lease form
- Exercise Period: Town shall have 10 business days from receipt of notice to:
 - Execute a lease on the offered terms and conditions, or
 - Deliver a written waiver of the Right.
 - Unit can only remain vacant for 60 days.

Analysis & Key Policy Questions.

Staff presents the following five considerations to assist Council in evaluating the 90 Virginian Lane proposal. Council should contemplate what considerations are most important to them in determining how to proceed with this proposal.

Consideration 1: Available SPET Funding

In 2022, voters approved \$10 million in SPET funding specifically for Town of Jackson employee housing rental units. The Town has committed \$4.05 million for six rental rights at Nelson Drive, leaving approximately \$5.95 million available. The \$5 million proposal for 90 Virginian Lane falls within that balance. Both the ROFR and condo pre-purchase instruments appear consistent with the 2022 ballot language; The Town Attorney should confirm the condo purchase structure is within scope before any commitment is made. Staff notes that the town may choose to invest in the project at a lower amount than the proposed \$5.0m to secure less product. Staff would have Council consider not utilizing the entire \$5.0m at this time.

Pros:

- Funding exists and was expressly voter-approved for this purpose.
- Proposal fits within remaining SPET balance without additional appropriation.

- Using designated funds avoids drawing on General Fund reserves.

Cons:

- Committing the remaining SPET balance here limits flexibility for future opportunities.
- Condo purchase eligibility as rentals under the ballot language requires legal confirmation.

Key Question: Does Council choose to invest in the project as proposed and if so to what level?

Consideration 2: Timing — Housing Strategy Not Yet Complete

The Town's comprehensive Housing Strategy is underway and is not expected to be complete until October 2026. That strategy will define the Town's priorities across unit type, affordability level, target employee population, and management model. While the Housing Strategy will establish these priorities, the developer's 2026 construction schedule requires a decision before October.

Pros:

- Acting now secures access to permanently deed-restricted units before the window closes.
- Workforce Condominium purchases give the Town full authority to set rent at any level and place any employee in the unit, including the Town's lowest-paid staff, independent of AMI tier restrictions that apply to the Rights of First Rental.

Cons:

- Committing before October 2026 means acting without the strategic framework the Housing Strategy will provide.
- Unit type and quantity decisions made now may not reflect what the strategy recommends.

Key Question: Is Council willing to establish an investment threshold before the Housing Strategy is complete?

Consideration 3: ROFR versus Condo Purchase

The two options impose distinct operational costs, management obligations and product types to the Town. A Right of First Rental gives the Town priority access to any available unit, across all affordability tiers, without ownership obligations. The town employee pays rent at the rate set by Pennrose and carries no HOA, tax, or insurance costs. A condo purchase gives the Town full ownership of a specific Workforce-level unit. The Town sets the rent, can hold the unit vacant for up to 60 days between employees, and carries all ownership costs. HOA fees have not yet been provided by Pennrose and should be requested before any commitment is made.

Pros – Right of First Rental:

- No ownership costs — no HOA, property taxes, or insurance
- Applies to all affordability levels, including below 80% AMI

Cons – Right of First Rental:

- No asset built — Town accumulates no equity over time
- Unit availability is not guaranteed; right can only be exercised when a unit is open, not effective in recruitment of new hires
- The Town has only 10 business days to claim a unit once Pennrose notifies them it is available and may hold the unit vacant for up to 60 days while securing an interested employee. If the Town misses that window, because a suitable employee has not yet been identified, HR processes are still underway, or

leadership has not had time to act, the unit is released to the general rental market and the Town's opportunity is lost.

Pros – Condo Pre-Purchase:

- Town controls rent — can price below market to support recruitment and retention
- Town can hold unit vacant for up to 60 days between employees without losing the asset
- Builds equity in a permanently deed-restricted unit that cannot re-enter the open market
- Full control over lease terms and employee eligibility criteria

Cons – Condo Pre-Purchase:

- HOA fees, property taxes, insurance, allowance for pets, and management costs are ongoing and not yet quantified
- Requires HR and legal policies for employment-linked rental housing
- Ownership commits the Town to managing a specific unit even during vacancies or shifts in staffing need.
- Estimated condo prices are subject to change at financial closing; construction cost volatility is an active risk.

Key Question: Is Council interested in all ROFR, all Condos, a combination of the two or neither?

Key Question: Given that the Town already holds six rental rights at Nelson Drive, does adding more ROFR rights with their limitations listed above represent meaningful diversification, or does condo ownership, with its added control and long-term asset value, better serve the Town's recruitment goals?

Consideration 4: Supporting 90 Virginian Lane

The Town and County paid \$30 million for the 90 Virginian Lane land to create permanently deed-restricted housing and have preliminarily committed an additional \$10m, for a total of \$40m. The project has experienced two Development Agreement deadline extensions, with groundbreaking now anticipated for Spring/Summer 2026. The project is not yet fully financed. Town participation, will assist in closing the remaining funding gap, strengthening the developer's ability to secure financing and signals durable institutional demand. That benefit extends to the broader community, not only to Town employees.

Pros:

- Town participation supports financing and viability of a \$40M public investment
- Demonstrates alignment between the Town's investment and its employee housing goals
- Early commitment may improve the Town's ability to influence unit mix and terms

Cons:

- Project has experienced delays, financial closing and groundbreaking are not yet confirmed
- Project viability should not be the primary driver of a Town housing investment decision
- If project is delayed further or financing falls through, committed SPET funds may be tied up

Key Question: What level of participation, if any, is appropriate in the Town's capacity as a project partner, independent and related to the direct employee housing benefit?

Key Question: Do the ROFR and condo terms justify this investment on their own — without regard to the Town's prior land investment at 90 Virginian Lane?

Consideration 5: Diversifying the Town Employee Housing Portfolio

The Town of Jackson maintains an active employee housing portfolio across four instrument types: Rights of First Purchase or Rental, a Shared Appreciation Mortgage, Town-owned rental, and primary leased rentals. The active portfolio is dominated by rental units and rental access rights controlled by the Town totaling 41 units compared to 19 units in various forms of employee ownership opportunities. The table below reflects the current Town of Jackson Housing Portfolio.

Instrument / Location	Units / Rights	Type	Status
RIGHTS OF FIRST PURCHASE OR RENTAL — Housing Trust			
King Street Condos	5	Ownership – Employment Based	3 of 5 exercised
Floating rights – specific inventory	6	Ownership – Employment Based	6 of 6 exercised
Redmond Hall – specific inventory	3	Ownership or Rental – Employment Based	2 ownership, 1 rental exercised
Nelson Drive	6	Rental – Employment Based	<i>Pledged; not yet constructed</i>
Housing Trust Subtotal	20 (14 active)		
RIGHTS OF FIRST PURCHASE OR RENTAL — Housing Department			
Kelly Place Condos	4	Ownership – Employment Based	0 of 4 exercised
S4 Flats	8	Ownership – Income Based	<i>Pledged; not yet constructed</i>
Housing Dept Subtotal	12 (4 active)		
SHARED APPRECIATION MORTGAGE			

Wapiti Drive	1	3BR Single Family Home	Active
SAM Subtotal	1		
TOWN OWNED RENTALS			
West Snow King (Studios – Town pref.)	8	Partial Studio	Active
West Snow King (Studios – County pref.)	8	Partial Studio	Active
West Snow King (Hotel Unit)	1	Hotel Unit – rotates T/C every 3 yrs	Active
West Snow King (1BR – Town pref.)	6	1BR	Active
West Snow King (1BR – County pref.)	3	1BR	Active
685/675 Hansen, 930/940 Simon, 410 Scott Lane	5	3BR Single Family Homes	Active
Maple Way	1	2BR Single Family Home	Active
Vine / Virginian / Hansen / Si Ferrin	8	2BR Apartments	Active
Hansen (1BR)	2	1BR Apartments	Active
Hansen / Pearl (Studios)	2	Studio Apartments	Active
Bunkhouse	1	4BR – temp stays, 1 dedicated to Police	Active
Town Owned Subtotal	45		<i>W. Snow King = 26 of 45 (58%)</i>
TOWN PRIMARY LEASED RENTALS			
Sawmill Road, Alpine WY	1	3BR Single Family Home	<i>Expires 9/30/26</i>

North Millward, Jackson WY	1	1BR Apartment	<i>Expires 10/31/26</i>
Town Creek 355 W Deloney E5	1	2BR Apartment	Renews – expires 3/31/27
Town Creek 355 W Deloney A5	1	1BR Apartment	Renews – expires 5/31/27
Virginian Lane 69-7	1	1BR Apartment	<i>Expires 1/30/27</i>
Kelly Ave, Jackson WY	1	1BR Apartment	Auto-renewed 3 years
Wildflower Court, Jackson WY	1	3BR Single Family Home	Renews – expires 2/29/28
Aspen Drive, Jackson WY	1	Studio + Loft	<i>Expires 10/31/27</i>
Leased Subtotal	8		<i>5 expire by end of 2027</i>
TOTAL ACTIVE PORTFOLIO: 18 Rights (14 active) + 1 SAM + 45 Owned Rentals + 8 Leased = 72 instruments			

Key Question: Based upon the current Town employee housing portfolio what type(s) of units (ROFR or Workforce Condos or neither) are the most appropriate for consideration at this time?

Possible Alternatives.

- Alternative 1: Commit up to \$5 million for the purchase of Workforce Condos.
- Alternative 2: Commit up to \$5 million for ROFR.
- Alternative 3: Commit up to \$5 million for condos and/or ROFR.
- Alternative 4: Defer until the Housing Strategy is complete.
- Alternative 5: Do not participate, take no action.

Comprehensive Plan & Priority Alignment.

Comon Value 3: For us, quality of life means local housing options and economic growth across all income levels, mobility options beyond the single-occupancy vehicle, and quality service provision.

Chapter 5. Local Workforce Housing: Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally.

Fiscal Impact.

Town can utilize the Employee Housing SPET (2022) to purchase rental units – Rights of Rental and/or Workforce Rental Condos. The Town has committed \$4.05 million from 2022 SPET for \$10 million to purchase six (6) rights to rent at the Nelson Drive affordable housing project.

Staff Impact.

Administration, Legal, and Housing staff have worked approximately 15 hours on this item to date.

Attachments or Links.

Existing Town of Jackson Housing Portfolio

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*
None.

Town of Jackson Housing Portfolio

Rights of First Purchase or Rental

Housing Trust Rights of First Purchase or Rental

Location	# of Rights	Type of Rights
King Street Condos	5	Ownership Units - Employment Based (3 Rights Exercised)
No specific project - floating rights on specific inventory	6	Ownership Units - Employment Based (6 Rights Exercised)
Redmond Hall - floating rights on specific inventory	3	Ownership or Rental Units - Employment Based (2 ownership 1 rental Exercised)
Nelson Drive (<i>Pledged But Not Constructed, Not Included in Total</i>)	6	Rental Units - Employment Based (<i>Not Yet Constructed - 0 utilized</i>)
Total	14	

Housing Department Rights of First Purchase

Location	# of Rights	Type of Rights
Kelly Place Condos	4	Ownership - Employment Based (0 Rights Exercised)
S4 Flats (<i>Pledged But Not Constructed, Not Included in Total</i>)	8	Ownership - Income Based (<i>Not Yet Constructed - 0 utilized</i>)
Total	4	

Shared Appreciation Mortgage

Location	# of Units	Type of Unit
Wapiti Drive	1	3BR Single Family Home
Total	1	

Rental Units

Town Owned Rentals

Location	# of Units	Type of Rental
West Snow King	8	Partial Studio Units - Town Preference
West Snow King	8	Partial Studio Units - <i>County Preference</i>
West Snow King	1	Hotel Unit - <i>Current County preference</i> but swaps with Town each 3 years
West Snow King	6	1BR Units - Town Preference

West Snow King	3	1BR Units <i>County Preference</i>
Town of Jackson	5	3BR single Family Homes
Town of Jackson	1	2BR Single Family Home
Town of Jackson	8	2BR Apartments
Town of Jackson	2	1BR Apartments
Town of Jackson	2	Studio Apartments
Bunkhouse	1	4BR bunkhouse for temp stays - 1 dedicated to Police
Total	45	
Town Primary Leased Rentals		
Location	# of Units	Type of Rental
Sawmill Road Alpine WY	1	3BR Single Family Home (lease ends 9/30/26)
North Millward, Jackson WY	1	1BR Apartment (lease ends 10/31/26)
Town Creek 355 W Deloney E5, Jackson WY	1	2BR Apartment (lease renews)
Town Creek 355 W Deloney A5, Jackson WY	1	1BR Apartment (lease renews)
Virginian Lane 69-7, Jackson WY	1	1BR Apartment (lease ends 1/30/27)
Kelly Ave, Jackson, WY	1	1BR Apartment (lease renews)
Wildflower Court, Jackson WY	1	3BR Single Family Home (lease renews)
Aspen Drive, Jackson WY	1	Studio+Loft Apartment (lease ends 10/31/27)
Total	8	
Total Rental Units	53	
Less Units Assigned for County Preference	-12	
Total Rental Units Available for Town Employees	41	
Winter 25-26 Primary Leased Rentals for Winter Transit Operators		
Location	# of Bedrooms/ Units	Type of Rights
Antler Motel	7	Individual Rooms with 2 Queen Beds & Kitchenette (7 currently occupied)
Adams Canyon	7	Private bedrooms in shared 7 unit apartment with shared kitchen/living/laundry, 2BA (4 currently occupied)
Total	14	

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Purchase of Employee Reviving Right of First Purchase or Rental	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the purchase of an employee reviving right of first purchase or rental (EROP) through the Housing Trust.

Recommendations.

Staff recommend Council direct the Town Attorney to prepare purchase documents for this EROP to be presented at a future meeting.

Background.

An EROP allows Town employees access to buy or rent a unit in the Community Housing Trust's housing portfolio before it is offered to the Housing Trust's waitlist. Second, it is a "reviving" right meaning when a Town employee leaves the unit or leaves the Town's employ, the right returns to the Town and another Town employee can take advantage of the right. If, at the time of a vacancy, there are no employees able to take advantage of the EROP being offered, the housing entity would then go back to their waiting list to serve the next household on the list. The Town of Jackson currently holds 18 EROPs (shown in the attached chart), and acquiring this additional EROP would add another option for employees that would include the larger inventory and not be limited to a specific project. An additional 14 EROPs [6 @ Nelson Drive (rental) + 8 @ S4 (purchase)] have received approval but are not yet constructed.

The opportunity to purchase this EROP arose because the current owner, a local nonprofit, offered it to the Town for approximately \$275,000.

Analysis.

- **Affordability:** Deed restricted EROPs become more affordable over time because appreciation on the unit is limited, making them exceedingly valuable for current or future employees of the organization. Because eligibility for this EROP is tied to employment with the Town, and not tied to income of the individual, more employees in the organization are eligible to take advantage of the ownership opportunity. This EROP applies to existing housing built when construction and land costs were less expensive than today, resulting in greater affordability.
- **Advantage:** Buying an existing right that applies to units already constructed is faster than negotiating new rights in future construction. Purchasing this EROP adds another opportunity for a Town employee to purchase a deed restricted home in Jackson.
Disadvantage: This purchase uses a small portion of funds that would not be available for future/other employee housing projects.

Key Question: Is securing this EROP a priority worth the approximate \$275,000 expenditure from the employee housing fund?

Possible Alternatives.

Council could decline the purchase.

Comprehensive Plan & Priority Alignment.

Common Value 3: Quality of Life - For us, quality of life means local housing options and economic growth across all income levels, mobility options beyond the single-occupancy vehicle, and quality service provision.

Chapter 5. Local Workforce Housing

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally. in that it is another tool to support the goal of 65% of those employed locally also living locally.

Fiscal Impact.

- Estimated Cost: \$275,000 (Final price set at closing)
- Funding Source: Employee Housing Fund (*Fund Balance*).
- Fund Status: The projected and adopted ending fund balance for FY26 supports this unbudgeted purchase.
- Payment Breakdown: Proportional reimbursement to seller plus remaining balance to Housing Trust.

Staff Impact.

Legal and administrative staff have spent approximately 35 hours to date and will spend an approximate 15 hours on documents and closing moving forward.

Attachments or Links.

Existing EROP Listing

Suggested Motion.

I move to direct staff to prepare the necessary documents to purchase an EROP through the Housing Trust as presented in this staff report.

EROPs					
Entity	# of EROPs	Type	Eligible Inventory	Currently Satisfied	Still Available
Housing Trust	6	Purchase	Large Inventory	6	0
Housing Trust	3	Purchase or Rental	Large Inventory	3	0
Housing Trust	5	Purchase	King Street Condos	3	2
Housing Authority	4	Purchase	Kelly Place Condos	0	4
	18			12	6

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	Development Plan for a Mixed-use Development at 145 W Pearl Avenue and 65 S Glenwood Street (P25-205) Continuance	Public Comment:	Yes

Purpose & Policy Considerations.

A Development Plan is required in the Downtown Core-2 (DC-2) zoning district for the proposed 46,096-square-foot mixed-use development at 145 W. Pearl Avenue and 65 S. Glenwood Street, pursuant to the Town of Jackson Land Development Regulations (LDRs).

Recommendations.

The Applicant is using their one-time continuance allowed by LDR Section 8.2.14.D.4.a. to continue this item to the regularly scheduled Town Council meeting on May 18, 2026.

Suggested Motion.

I move to ***continue*** Development Plan P25-205 to the regularly scheduled Town Council meeting on May 18, 2026.

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning	Presenter:	Andrew Bowen
Agenda Item:	Third reading of Ordinances 1452 and 1453: Text Amendments Related to Nonconforming Development, Parking Standards, and Administrative Adjustments	Public Comment:	Yes

Purpose & Policy Considerations.

Staff request Council consideration of targeted amendments to the Town's Land Development Regulations. These changes make six focused amendments to LDR sections concerning Nonconforming Physical Development, Parking Standards, and Administrative Adjustment (LDR Sections: 1.9.2.B.3.d, 1.9.2.B.3.e, 1.9.2.B.4, 1.9.2.B.4.c, 6.2.2, and 8.8.2).

Recommendation.

Staff recommends approval.

Background.

On November 17, 2025, Council approved the proposed amendments and directed staff to draft the ordinances. The first reading occurred on February 2, 2026, and the second reading occurred on February 17, 2026. This third reading completes the adoption process for these LDR text changes.

Analysis & Key Policy Questions.

All policy debates regarding the text amendments were resolved during the November 17th meeting. The ordinance matches the amendment previously approved by Council.

Key Question: Does this ordinance accurately reflect the text amendments Council directed staff to prepare?
Yes.

Possible Alternatives.

- Not approve the ordinances.
- Continue the item to a future meeting.

Comprehensive Plan & Priority Alignment.

Principle 6.3: Create a positive atmosphere for economic development.

Attracting businesses that reflect the community's Common Values of Ecosystem Stewardship, Growth Management, and Quality of Life will be essential to developing a "better, not bigger" economy. To attract businesses that reflect our Vision, we must create a positive and desirable atmosphere for companies where all of our Common Values are realized. Also, the community will welcome a diversity of businesses. Emphasis will be placed on tools that do not require the investment of local funds for the promotion of economic development.

Fiscal Impact.

None.

Staff Impact.

Staff spent six hours drafting the ordinance and this staff report.

Attachments.

Ordinances 1452 and 1453

Suggested Motions.

I move to approve Ordinances B and C on third reading and designate them Ordinances 1452 and 1453, respectively.

ORDINANCE 1452

AN ORDINANCE AMENDING ARTICLE 1 GENERAL PROVISIONS, DIVISION 1.9, NONCONFORMITIES, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 1.9.2.B, Maintenance, Alteration, Expansion, and Replacement, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ...

B. ...

1. ...

2. ...

3. ...

a. ...

b. ...

c. ...

d. Nonconforming ~~Lot~~, Bulk, and Form Standards. ~~This~~These standards shall not limit expansion of a building that is nonconforming with one or more of the following standards.

i. ...

ii. ...

iii. ...

iv. Building frontage;

v. Setback range;

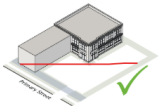
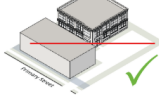
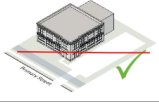
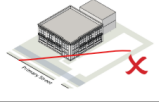
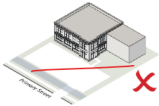
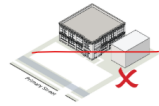
vi. ~~Street façade width~~;

vii. ~~Parking setbacks~~.

~~e. Nonconforming Building Facade Width.~~

~~i. Additions. Expansion of an existing building that is unable to meet the building facade width requirement must comply with the following provisions.~~

~~ii. New Buildings. Where a new building is being constructed on a lot with an existing building that doesn't meet the building facade width requirement, the following provisions apply.~~

	
Front: Addition	Front: New Building
Any addition to the front must be placed in the street setback range. The addition does not have to meet the required building facade width for the lot.	All new buildings must be placed in the street setback range until the required building facade width for the lot has been met.
	
Rear: Addition	Rear: New Building
Rear additions are allowed because the extension does not increase the degree of the nonconformity.	New buildings located outside of the street setback range are not allowed until the required building facade width for the lot has been met.
	
Side: Addition	Side: New Building
Side additions are not allowed because the extension increases the width of the building not located in the street setback range.	New buildings located outside of the street setback range are not allowed until the required building facade width for the lot has been met.

4. Replacement. A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon willful demolition **or addition** of any structural support for the portion of the physical development that is nonconforming. **Structural support generally includes foundations, load-bearing walls, roof trusses, and similar structural elements.** Except that this subsection shall not prohibit any of the following.

- a. ...
- b. ...
- c. **Interior Remodel.** Interior remodel of a nonconforming building including the relocation or expansion of windows and doors.
EXAMPLE: ...

- 5. ...
- 6. ...

C ...

(Ord. _____ § 2026; Ord. 1115 § I, 2016; Ord. 1158 § III, 2017; Ord. 1196 § I, 2018; Ord. 1199 § I, 2018; Ord. 1313 § I, 2022; [Ord. No. 1359](#), § 1, 2024).

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.

The penalty for violating any provision of this Ordinance is up to maximum of \$750.00 per day, per violation.

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Riley Hovorka, 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 _____, 2026.

ORDINANCE 1453

AN ORDINANCE AMENDING ARTICLE 6, USE STANDARDS APPLICABLE IN ALL ZONES, DIVISION 6.2, PARKING AND LOADING STANDARDS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 6.2.2.A Required Parking, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ...

1. **Administrative Adjustment.** The Planning Director may establish ~~a lesser parking requirement pursuant to the procedure of Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand or alternative transportation services available~~ lesser requirements for parking amount, stall lengths, or drive aisle widths pursuant to the procedure of Section 8.8.2, based on information from reliable sources demonstrating that a reduced standard is workable due to anticipated parking demand, alternative transportation services, or existing site conditions.

2. ...

B. ...

C. ...

D. ...

E. ...

F. ...

(Ord. _____ § 2026; Ord. 1125, 2016; Ord. 1152 § 1, 2016; Ord. 1163 § 10, 2017; Ord. 1170 § 2, 2017; Ord. 1196 § 1, 2018; Ord. 1198 § 1, 2018; Ord. 1313 § 1, 2022; Ord. 1339 § 1, 2023; Ord. 1364, § 1, 2024; Ord. 1368, § 1, 2024)

SECTION II.

Division 8.8.2. Administrative Adjustment, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ...

B. ...

1. ...

2. ...

3. ...

4. ...

5. ...

6. ...

7. ...

8. ...

9. ...

10. ...

11. ...

12. ...

13. ...

14. ...

15. Parking stall length may be reduced by two (2) feet where a proposed change of use or redevelopment does not require additional on-site parking stalls to be developed.

16. Parking drive aisle width may be reduced to twenty feet (20') where a proposed change of use or redevelopment does not require additional parking stalls to be developed.

C. ...

D. ...

E. ...

F. ...

(Ord. _____ § 2026 Ord. 1366, § 1, 2024; Ord. 1368, § 1, 2024; Ord. 1389, § 2, 2024)

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.

The penalty for violating any provision of this Ordinance is up to maximum of \$750.00 per day, per violation.

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Riley Hovorka, 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 _____, 2026.

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Hovorka
Agenda Item:	Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson	Public Comment:	Yes

Purpose & Policy Considerations.

This is the third and final reading of Ordinance D, an ordinance annexing the U.S.F.S. parcel east of Nelson Dr. to the Town of Jackson.

Recommendations.

Staff recommends that Council approve Ordinance D at third reading and designate it Ordinance 1454.

Background.

This ordinance was presented for first reading at the February 2, 2026 Town Council meeting and second reading at the February 17, 2026 Town Council meeting.

Analysis & Key Policy Questions.

There are no new key policy questions to consider.

Possible Alternatives.

- 1) Approve Ordinance D on third reading
- 2) Continue third reading to a future meeting

Comprehensive Plan & Priority Alignment.

Principles 4.1 and 4.3 of the Comprehensive Plan to maintain Town as the central Complete Neighborhood and develop desirable residential neighborhoods, respectively. Plans to deed restrict future development within the annexed area advances Town goals to house at least 65% of the workforce locally.

Fiscal Impact.

Fiscal impacts of this item were presented and considered at the February 2, 2026 Town Council meeting.

Staff Impact.

Staff impacts of this item were presented and considered at the February 2, 2026 Town Council meeting.

Attachments or Links.

Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson.

Suggested Motion.

I move to approve Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson on third reading and designate it Ordinance 1454.

ORDINANCE D

AN ORDINANCE ANNEXING TO THE TOWN OF JACKSON, WYOMING A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 116 WEST, 6TH P.M, TETON COUNTY, WYOMING (GENERALLY LOCATED TO THE EAST OF NELSON DRIVE)

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

SECTION I.

The Town of Jackson hereby finds as follows:

- a. That the United States Forest Service, owner of the parcel of land located in the West Half of the Northwest Quarter of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming, has petitioned the Town Council of the Town of Jackson, Wyoming to annex the real property described herein and to make it a part thereof; and
- b. That a legal description and an accurate map and survey of the parcel of land located in the West Half of the Northwest Quarter of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming were prepared by Lucas D. Rudolph, a Professional Land Surveyor, licensed in the State of Wyoming, and are attached hereto and incorporated herein as *Exhibit A* and *Exhibit B*;
- c. That the conditions required by W.S. § 15-1-402 for the annexation of the parcel of land located in the West Half of the Northwest Quarter of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming exist in that:
 - a. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and the Town of Jackson;
 - b. The annexation of the area constitutes a natural, geographical, economical, and social part of the Town of Jackson;
 - c. The area is a logical and feasible addition to the Town of Jackson and the extension of basic and other services customarily available to residents of the Town of Jackson will, within reason, be available to the area;
 - d. The area is contiguous with and adjacent to the Town of Jackson, and the area meets the requirements of W.S. § 15-1-407;
 - e. The Town of Jackson does not own or operate its own electrical utility, and, as such, the Town Council is prepared to issue franchises, or amend current franchises, as necessary to serve the area pursuant to W.S. §15-1-410; and

SECTION II.

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

SECTION III.

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

SECTION VI.

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A in the Neighborhood Medium Density – 2 zoning district. If subject to the scenic

resources overlay and/or natural resources overlay designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

SECTION V.

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

SECTION VI.

Sections, paragraphs, sentences, clauses and phrases of this ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared illegal or unconstitutional, such illegality or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections.

SECTION VII.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026. I further certify that the foregoing Ordinance was duly recorded on page ____ in Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	March 2, 2026	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance E, An Ordinance Updating Council Salaries	Public Comment:	Yes

Purpose & Policy Considerations.

Wyoming Statutes require compensation of the Mayor and Councilors be fixed by ordinance.

Recommendations.

Staff recommend the Mayor and Council adopt Ordinance E on first reading as presented.

Background.

At the February 17 Town Council meeting, Council considered the key questions for this item and directed staff to present an ordinance on March 2, 2026 for consideration that would increase the Mayor and Council salaries.

Wyo. Stat. §15-3-205 requires salaries to be fixed by ordinance and sets minimum salaries for first class cities but not maximums.

Wyo. Stat. §15-4-105(b) prohibits changing the salary of any elective officer during their term of office. There are two Council seats up for election in 2026. If a salary increase is approved that increases the Mayor and Council salaries to \$53,000 and \$44,000 respectively, those two newly elected officials or re-elected officials will receive a higher wage for 2027 and 2028 than the two Councilors and Mayor with terms of office expiring December 31, 2028. If there is no action taken on increasing Council salaries, the two new Councilmembers or reelected Councilmembers will both make \$41,000. Currently Councilor Sperry is at \$41,000 and Councilor Schechter is at \$36,000.

Analysis and Key Questions.

The key questions for this item were resolved at the February 17, 2026 Town Council meeting.

Possible Alternatives.

Council may leave salaries at their current level (not adopt the ordinance) or choose a different salary amount (increase or decrease) and adopt an amended ordinance on first reading.

Comprehensive Plan & Priority Alignment.

Providing Council salary increases may increase the number of Town residents able to serve in this capacity and relates to Section 8: Quality Community Service Provision.

Fiscal Impact.

Should the Council ultimately approve Ordinance E on third reading as presented, the fiscal impact would be the difference between the current salaries and the proposed salaries along with associated Federal Insurance Contributions Act (FICA) and pension costs. There is no fiscal impact in FY26 because the fiscal year ends June 30, 2026 (prior to newly elected officials taking office in January 2027). The fiscal impact for FY27 (July 1, 2026 – June 30, 2027) would be \$8,764.

Staff Impact.

Staff impact to date on this issue has been approximately 6 hours spent researching information and updating the staff report. Staff impact to update Council salaries that includes 2 additional ordinance staff reports, codification, advertising, and oversight of updating the municipal code would take an additional 2.5 hours.

Attachments or Links.

Chart showing fiscal impacts.

Ordinance E, An Ordinance Updating Council Salaries (redline version).

Ordinance E, An Ordinance Updating Council Salaries (clean version).

Suggested Motion.

I move to adopt Ordinance E on first reading as presented.

Council Salaries				
Position	2026 Elected Officials	2026 Salaries	2027 Elected Officials	2027 Salaries
Mayor	Arne Jorgensen	\$ 50,000.00	Arne Jorgensen	\$ 50,000.00
Council	Devon Viehman	\$ 41,000.00	Devon Viehman	\$ 41,000.00
Council	Kevin Regan	\$ 41,000.00	Kevin Regan	\$ 41,000.00
Council	Alyson Sperry	\$ 41,000.00	Pending Election	\$ 44,000.00
Council	Jonathan Schechter	\$ 36,000.00	Pending Election	\$ 44,000.00
	Total	\$ 209,000.00	Total	\$ 220,000.00
2027 Total				\$ 220,000.00
2026 Total				\$ 209,000.00
Annual Difference in Wages				\$ 11,000.00
FICA and Pension Cost on Annual Difference				\$ 6,528.00
Annual Wage Difference and FICA/Pension Combined				\$ 17,528.00
FY27 Fiscal Impact				\$ 8,764.00
FY28 Fiscal Impact				\$ 17,528.00

ORDINANCE E

AN ORDINANCE AMENDING SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing ~~with the Mayor and Councilors on July 1, 2024, with officers~~ sworn into office on or after January 1, 202~~5~~7, the compensation ~~for of~~ the Mayor of the Town shall be fifty-three thousand dollars (\$503,000) per year, payable in twelve~~12~~ equal monthly installments. The salary for each member of Council shall be forty-four thousand dollars (\$414,000), ~~payable in twelve equal monthly installments.~~
- B. ~~The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2024 and apply to the Mayor and members of Council sworn into office on or after January 1, 2025. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected. Elected officials sworn into office before January 1, 2027 shall continue to receive their respective salary set forth in Ordinance 1371.~~
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. § 1, 2026); Ord. 1371 § 1, 2024; Ord. 1315 § 1, 2022; Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.

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 ____, 2026.

PASSED 2ND READING THE ____ DAY OF ____, 2026.

PASSED AND APPROVED THE ____ DAY OF ____ 2026.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, 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 ____ 2026. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Hovorka, Town Clerk

ORDINANCE E

AN ORDINANCE AMENDING SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL.

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

SECTION I.

Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing with the Mayor and Councilors sworn into office on or after January 1, 2027, the compensation for the Mayor of the Town shall be fifty-three thousand dollars (\$53,000.00) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be forty-four thousand dollars (\$44,000.00), payable in twelve equal monthly installments.
- B. Elected officials sworn into office before January 1, 2027 shall continue to receive their respective salary set forth in Ordinance 1371.
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. ____ § 1, 2026); Ord. 1371 § 1, 2024; Ord. 1315 § 1, 2022; Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.

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 ____, 2026.

PASSED 2ND READING THE ____ DAY OF ____, 2026.

PASSED AND APPROVED THE _____ DAY OF _____ 2026.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, 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 _____ 2026. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Hovorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: March 2, 2026

RE: Town Manager's Report

Forestry Grant for New Trees in the Aspen Hills Cemetery

In 2025, the Cemetery Sexton identified the need to remove hazardous trees and replant aspen trees to reduce wildfire risk, improve wildlife habitat, and restore the historical character of the cemetery grounds. Staff is requesting Council support to again apply for this grant in 2026. Town Council approved this same grant application in 2025, and it is the intent of the Cemetery Sexton to pursue this grant annually for as long as the need exists and the program remains available.

The Wyoming State Forestry Division administers the Community Forestry Partnership Tree Planting Grant Program. Council has directed staff to focus on improving the cemetery, and this grant continues to be a strong fit for that effort by stretching local dollars through a one-to-one match.

The grant request is for \$10,000, which, if awarded, would be matched with \$10,000 from the FY27 budget, subject to budget approval. With approval of the Town Manager's Report, staff will pursue this grant opportunity.

Temporary Sign Permits

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

- ✓ Jackson Hole Food and Wine requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from June 14 – 27, 2026 to advertise the Jackson Hole Food & Wine Festival (P26-017).
- ✓ Trout Unlimited requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from April 26-May 9, 2026 to advertise the Annual Tie One On Banquet (P26-019).
- ✓ Teton Science School requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from March 22 – April 4, 2026 to advertise the Summer Camp Series (P26-024).

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.

2026 Retreat Outcomes

Please find a three-page document with Summaries and Outcomes from Town Council's 2026 Retreat. Each summarized section is followed by a sentence noting related 'Staff Action' based on content discussed in that area, if there is any. Staff is also providing a "Work Plan Calendar," populated with priority items at the Retreat. Council should review for accuracy and consistency. With approval of the Town Manager's Report, these two items will be approved as well. Staff is also developing a "Working Calendar" with the majority of items that will come in front of Council, which staff will share in coming weeks.



JACKSON TOWN COUNCIL 2026 RETREAT | OUTCOMES

I. Sharing Perspectives/Deep Listening/Discussion

Below, find summaries of Council's overarching priorities from the first morning of the Retreat. Staff has paraphrased and grouped ideas under themes whenever possible.

- **Theme:** Need to be more Strategic with everything we do.
- **Theme: Budgeting**
 - Need to continue working on strategic, long-term budgeting.
 - No action now could mean fewer options for revenue long-term.
 - Are we budgeting to maintain what we have or to do new things?
- **Theme: LDRs**
 - Council needs to define what they want to achieve through LDRs, not come up with technical tools to do it, which is staff's role.
 - Shift in perspective about re-development of downtown to broaden beyond the look of new buildings and humanize to also consider who/what is displaced when development happens.
- **Theme: County Relationship**
 - Relationship with County is important and needs work. Concern about Joint Powers Agreement updates, are they necessary to do? If so, on what timeline?
- **Theme: Pace of work and meetings have been too much**
 - There is often discomfort with lack of structure and process before getting to substance.
 - Narrow and condense staff reports and cap meetings at three-hours.
- **Theme: Town as Institution**
 - Focus on Town core functions.
 - Continue to work on water, housing, and transportation.
 - Retention, recruitment, and culture all relate to providing for our community's wants and needs.
 - Disconnect about what the public wants and what government can actually do.
 - The Town is not operating from a place of scarcity.
 - Need to move from general ideas to be more specific for staff to truly know what Council wants and how to achieve it.

Staff will not take action based on above items unless they were addressed elsewhere.

II. Development of Council Work Plan Calendar

- **Guiding Principles for this Annual Work Plan**

1. Ensuring Financial Responsibility
2. Increasing Environmental Stewardship
3. Defining Community Character
4. Improving County Partnership
5. Maintaining Town Facilities and Assets
6. Continuing to Work on Housing and Transportation

Staff Action will be to include the above principles at the top of Work Plan Calendar.

- **New Calendar Developed and Approved**

Staff Action will be to create, maintain, and share an Annual Work Plan Calendar.

- **‘Plug-N-Play’ Items Generated for Inclusion on Calendar as Time Allows:** Cemetery Residency Requirements Policy; Parklets; Nelson Drive Solutions; PI List Review; Drone as First Responder; Analysis of Abstention/Excused Absences/Rules of Debate/Additions; Check-In on Working Agreements; Analysis of shifting Town meetings to Tuesdays; Investment Options/Strategic Budgeting 2.0; and Ecosystem items in this order: Int’l Energy Conservation Building Code Update; Voluntary Stretch Codes for Building Efficiency; Bear Conflict Zone Expansion; and Pollinator Protection

Staff Action will be to schedule these items as time allows.

- **Organizing Principles**

- Two 90-minute items per workshop
- One 90-minute item per evening meeting or combination of smaller items
 - Hold space for one planning or other item per meeting
 - 15 minutes for developers to present
- More efficient use of Council time (e.g. one-and-done items)
- Two 90-minute items per Joint Meetings

Staff Action will be to incorporate these principles into Council’s Working Agreements.

III. Council Rules & Procedures and Working Agreements

- Discussion should not bleed into questions, Councilors need permission for follow-ups, must go through chair, staff also follows Mayor’s lead.
- Mayor will work to more clearly define shift from time for questions to discussion.
- Council should ask staff questions before meetings.
- Less repetition in discussion – once said, it’s said and then move on.
- Be more efficient with words, less political, fewer speeches, less long-winded.
- Share the air and leave space for others to respond if you have talked a lot at a meeting.

- Share responsibility to speak first.
- Quarterly check-in on Working Agreements.

Staff Action will be to review above bullets, incorporate new language and items, and bring back updated Working Agreements at first quarterly check-in at May meeting.

IV. Town Council Meetings, Packets, and Information

- Shorter agendas for three-hour meetings.
- Make attachments links –staff considering how to implement & maintain public records.
- Condense staff reports, summarize, distill, and crystalize information. Consider what does Council need to know? Use “Key Questions” as decisions Council needs to make.
- Council should focus on clarifying questions and not be performative with questions.
- Have/maintain consistent Staff Report structure, ensure first page is always the same.
- Add a regular check-in to Matters from Mayor & Council considering, How did we do with items today? How did today’s meeting go?
- These changes will affect everyone differently, and staff and Council will need to be flexible, adjust, and commit to continual improvement.

Staff Action will be to begin to implement the above items for Council meetings starting in April and ongoing from there.

V. Strategic Budget and FY27 Budget

- Working toward General Penny on ballot in fall of 2028.
- Next Strategic Budgeting Meeting Thursday, February 19 at 1:30PM.
- Investing and use of debt as part of Strategic Budgeting 2.0 is on Plug-N-Play list.
- Messaging about revenues the Town needs to maintain what we have (infrastructure) and do (services and programs).

Staff Action will be to incorporate the above items into Strategic Budgeting.

VI. Strategic Communication

- Simplifying complexity.
- Strengthening the Brand to be Instantly Recognizable.
- Creating Brand Assets that show the Town’s value and connect with people.
- Launching the Town is Working for YOU campaign now and campaigns on Water Efficiency and Strategic Budgeting in 2026.

Staff Action will be to include the above items in Strategic Communications for 2026.



Guiding Principles for the 2026 Work Plan: 1. Ensuring Financial Responsibility; 2. Increasing Environmental Stewardship; 3. Defining Community Character; 4. Improving County Partnership; 5. Maintaining Town Facilities & Assets; 6. Continuing to Work on Housing & Transportation

COUNCIL PRIORITY ITEMS CALENDAR | 2026

JANUARY	FEBRUARY	MARCH
WORKSHOP	WORKSHOP	WORKSHOP
Water Efficiency	Parking Update for Summer 2026	LDR 'Other & Visioning'
Flock	Parks & Rec 5 Year Capital Improvement Plan (CIP)	Water Efficiency Ordinance
LDR Updates-		
	EVENINGS	EVENING 1
	S4 Flats Housing Project	
	Town Council Salaries	EVENING 2
		Parklet Check-In
	SPECIAL MEETINGS	
SPECIAL MEETINGS	Strategic Budgeting	SPECIAL MEETINGS
		90 Virginian Lane
	JOINT MEETINGS	
JOINT MEETINGS	Joint Powers Agreement Updates Parks & Rec	JOINT MEETINGS
Comp Plan Scoping	Emergency Management Exercise	
APRIL	MAY	JUNE
WORKSHOP	WORKSHOP	WORKSHOP
Joint Powers Agreement Updates, Town-Only	LDR FY26 Development Impact Updates -5 Things	Town Planning FY27 Work Plan
Stormwater Utility Policies	Traffic Impact Study LDRs	County Water/Wastewater Service Level Connections & Policy
EVENING 1	EVENING 1	EVENING 1
Town Employee Housing Strategy	Natural Resource Overlay LDR Update	Update on Parking Garage
		Traffic Impact Study LDRs
EVENING 2	EVENING 2	
	Working Agreement Check-In	EVENING 2
SPECIAL MEETINGS	SPECIAL MEETINGS	
FY27 Budget	FY27 Budget	SPECIAL MEETINGS
	Strategic Budgeting	FY27 Budget
JOINT MEETINGS		
Transportation Work Plan	JOINT MEETINGS	JOINT MEETINGS
START JPA Update	Housing Supply Plan & Work Plan	Joint Powers Agreement Updates
START Transit Development Plan	Comp Plan Indicator Report	Joint Planning Coordination

COUNCIL WORK PLAN CALENDAR 2026 (CONTINUED)		
JULY	AUGUST	SEPTEMBER
WORKSHOP	WORKSHOP	WORKSHOP
Community Streets Plan Draft	Ecosystem Indicator Report	Town Employee Housing Strategy
Sustainability Plan Update	Mounted Patrol Implementation	Cemetery Master Plan & Fees
EVENING 1	EVENING 1	EVENING 1
Stormwater Utility Fees	Rodeo Concession Agreement	Biennial LDR Update
		Community Streets Plan Adoption
EVENING 2	EVENING 2	
		EVENING 2
JOINT MEETINGS	JOINT MEETINGS	JOINT MEETINGS
Transportation Impact and Maintenance Fees	Housing Rules & Regs	Comp Plan Request for Proposals (RFP)
OCTOBER	NOVEMBER	DECEMBER
WORKSHOP	WORKSHOP	WORKSHOP
Title 13: Utilities Update	Staff Benefit Package Review	Town Facilities & Property Master Plan
Rodeo Grounds	Title 8: Health & Safety Update	
EVENING 1	EVENING 1	EVENING 1
Update on Parking at Home Ranch	Legislative Approach	Reimagining Special Events
EVENING 2	EVENING 2	EVENING 2
JOINT MEETINGS	JOINT MEETINGS	JOINT MEETINGS
Housing Rules & Regs		

PLUG & PLAY -STAFF WILL WORK TO HAVE THESE READY, IF SPACE OPENS
Parklets
Working Agreements Check-In
PI List Review
Shifting Meetings to Tuesday
Cemetery Residency Requirements Policy
Nelson Drive Solutions
Drone As First Responder
Analysis of Abstention/Excused Absences/Rules of Debate/Additions
Investment Options Strategic Budgeting 2.0
Meeting Check-In under Matters for Mayor & Council
Int'l Energy Conservation Building Code Update '1
Voluntary Stretch Codes for Building Efficiency '2
Bear Conflict Zone Potential Expansion '3
Pollinator Protection '4
Other
Planning Commission New Visioning Ideas - March