

Regular Town Council Meeting

May 18, 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/89092442549?pwd=YKTCGS4lym8ZLStY59kGI6uOl6QNZ.1>

Or join at zoom.com with Webinar ID: **890 9244 2549** and Password: **83001** or by phone: **1 346 248 7799**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Memorial Day
 - 2. National Public Works Week

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. May 4, 2026 Regular Meeting
- B. Disbursements
- C. April Municipal Court Report
- D. Contracts
 - 1. Temporary Access License Agreement
 - 2. Workforce Ownership Deed Restriction at 105 Mercill Unit #205
- E. Continuity of Miller Park Use and Operation: Corrected Warranty Deed (Lea Colasuonno)
- F. Encroachment Agreement at 845 Cache Creek (E26-0038) (Brian Lenz)

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.

- G. Request for Street 15-minute Parking Signage and Curb Markings at 250 East Simpson Avenue (PM26-013) (Tyler Valentine)

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

- A. Jackson Hole Fire/EMS
 - 1. 2026 National Electrical Code Adoption (Mike Moyer & Bill Spaulding, 15 mins)
- B. Pathways
 - 1. Safe Streets for All Implementation Grant (Brian Schilling, 10 mins)
- C. Planning & Building
 - 1. Amendments to Teton Village Expansion Resort Master Plan (Area 2) to Provide Civic-Minded Solutions (Chandler Windom & Andrew Bowen, 45 mins)
 - 2. Development Plan for a Mixed-use Development at 145 W Pearl Avenue and 65 S Glenwood Street (P25-205) (Andrew Bowen, 20 mins)
- D. Public Works
 - 1. Hidden Ranch HOA Speed Limit Reduction Scoping Staff Report (Johnny Ziem, 20 mins)

VI. ORDINANCES

- A. Ordinance B: An Ordinance Amending Water and Sewer Rates (Third Reading, to be designated Ordinance 1459)
- B. Ordinance C: An Ordinance Regarding Water Efficiency (Irrigation) Restrictions (Third Reading to be designated Ordinance 1460)
- C. Ordinance D: An Ordinance Amending Title 12 Regarding Special Events (Second Reading)
- D. Ordinance E: An Ordinance Amending Title 15 Regarding the National Electrical Code (Mike Moyer, 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

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.

MEMORIAL DAY

WHEREAS, the Jackson American Legion Post No. 43 commemorates Memorial Day on May 25, 2026 with other veterans of war and American citizens here in Jackson, and around the nation; and

WHEREAS, our great country was built and endures in great part through the personal sacrifices and service of selfless individuals and those who gave the ultimate sacrifice in their service to this nation; and

WHEREAS, let us, on this occasion, deeply appreciate the great privileges of freedom and liberty and be mindful of the responsibilities that come with these privileges; and

WHEREAS, the men and women deployed at home and abroad remind us that there are people today who attempt to deprive us of our freedom and undermine our nation's very foundation of "Liberty for All"; and

WHEREAS, the strength of our nation is evidenced not only in the men and women of our military, but also in the strength and commitment of the families of those who serve; and

WHEREAS, we must remember every day to give thanks and to honor those whose blood has been spilled so that we may enjoy our many blessings.

NOW, THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby commemorate and observe this Memorial Day by urging everyone to remember those who have lost their lives in service to our country and to remember their families and the sacrifice they also made.

DATED THIS 18th DAY OF MAY 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

National Public Works Week

May 17-23, 2026

WHEREAS, public works professionals focus on critical infrastructure, utilities, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Jackson, Wyoming; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector who are responsible for rebuilding, improving, and protecting our nation’s transportation, public buildings and spaces, water supply, wastewater treatment, stormwater and snow management, municipal fleet management, code enforcement, and other structures and facilities essential for our citizens; and

WHEREAS, Town of Jackson Public Works Department staff consistently provide these services to enable all other municipal functions to occur, contribute workforce to enhance other Departments’ ability to provide municipal services and emergency response when necessary, sustain public health and safety of the entire community, and provide exceptional service to residents and guests alike; and

WHEREAS, the Town of Jackson Public Works Department partners with other community organizations that have missions or programs overlapping or aligning with public works responsibilities in support of their efforts; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Jackson, Wyoming to gain knowledge and maintain ongoing interest and understanding of the importance of public works professionals and public works programs in their community; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, BE IT RESOLVED that, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby designate the week of May 17-23, 2026, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED THIS 18th DAY OF MAY 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MAY 4, 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, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Sperry.

STAFF: Tyler Sinclair, Roxanne Robinson, David Garcia, Lea Colasuonno, Johnny Ziem, Paul Anthony, Michelle Weber, Kyle Foster, Marshall Simonson, Paul Jacobson, Chelsea Holcomb, Susan Scarlata, Lynsey Lenamond, and Riley Hovorka. *Via Zoom:* Kelly Thompson.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen read proclamations for Mental Health Awareness Month, National Bike Month and Bike to Work Day, and National Police Week.

Public Comment. Sam Petri made public comment.

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

A. **Meeting Minutes.** To approve minutes from the April 13, 2026 Special Meeting, April 20, 2026 Workshop, and April 20, 2026 Regular Meeting.

B. **Disbursements.** To approve the disbursements as presented. 4IMPRINT \$265.19; 5M DEVELOPMENT \$72,356.00; 842-NCPERS GROUP WYOMING \$64.00; AARDVARK EXCAVATING LLC \$1,800.00; ACE EQUIPMENT & SUPPLY \$797.37; ACE HARDWARE \$1,465.83; ADVANCED NETWORK MANAGEMENT, INC. \$1,419.56; AFLAC \$1,515.48; ALLEN, PAUL \$155.00; AMAZON \$1,208.65; ARMSCOR CARTRIDGE INCORPORATED \$6,522.00; CHARLIE'S PLUMBING OF JH \$450.00; CITY OF DRIGGS \$2,141.10; CONRAD & BISCHOFF INC. \$44,378.68; COOMBS, CAROLINE KAUSLICK \$3,200.00; CORE & MAIN LP \$41,052.90; DEX IMAGING \$84.85; DIAMOND MANUFACTURING \$2,261.75; DIRECT AUTOMOTIVE DIST \$433.16; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$177.97; EDA LAND PLANNING \$1,395.00; ENERGY CONSERVATION WORKS \$2,500.00; ENERGY LABORATORIES INC. \$125.00; FERGUSON ENTERPRISES, INC \$17.89; FREEDOM MAILING SERVICE INC. \$1,900.67; GILLIG LLC \$25,191.29; GM SHEET METAL LLC \$279.60; HARMONY DESIGN, INC \$58,408.85; HD FOWLER COMPANY \$276.66; HIGH COUNTRY LINEN \$1,698.28; HYDROVERGE \$434.79; IDAHO STATE TAX COMMISSION \$7,639.00; IDAHO TRAFFIC SAFETY, INC. \$3,336.00; INTERSTATE BATTERY \$583.80; IVY OUTDOOR SERVICES LLC \$2,962.57; JACKSON CURBSIDE INC. \$2,666.00; JACKSON DOWNTOWNER, LLC \$132,323.64; JACKSON GROUP LOCKBOX \$644.57; JACKSON HOLE NEWS & GUIDE \$2,437.40; JACKSON HOLE PUBLIC ART \$11,000.00; JACKSON LUMBER INC \$1,115.59; JORGENSEN ASSOCIATES, PC \$19,263.51; KGB PRODUCTIONS \$3,000.00; KILMER'S BG DISTRIBUTING \$3,297.50; LEPCO \$457.60; MOTOR COACH INDUSTRIES \$1,744,421.22; MOUNTAIN STATES LIGHTING \$1,670.00; MSC INDUSTRIAL SUPPLY CO \$44.31; NAPA AUTO PARTS INC. \$514.27; OLD WEST PRESS \$230.00; ONE CALL OF WYOMING \$130.20; PERFORM PRINTING LLC \$177.36; PLATT \$56.25; PREMIER TRUCK- SALT LAKE CITY \$374.36; PREMIER VEHICLE INSTALLATION, INC \$1,048.41; PRO-WEST & ASSOC., INC \$6,600.00; RAFTELIS \$1,605.00; RAFTER J IMPROV/SERV DIST \$146.43; RICH, SAMUEL \$3,995.01; RINK-TEC INTERNATIONAL, INC \$6,072.19; SALT LAKE WHOLESALE SPORTS, INC. \$1,362.60; SARAZEN, ALEXANDRA \$2,625.00; SHERVIN'S INDEPENDENT OIL \$120.84; SHERWIN-WILLIAMS CO. \$361.47; SMITH POWER PRODUCTS, INC. \$520.40; SNAKE RIVER MEP COMPLETE, INC \$15,398.04; SOUTHERN TIRE MART LLC \$5,992.24; SPECIALTY CONSTRUCTION SUPPLY \$180.44; SPEEDY CPS, LLC \$613.67; SPRING CREEK ANIMAL HOSPITAL \$1,087.70; STANDARD INSURANCE COMPANY \$12,133.25; STEPHENS, TALON \$68.70; STONE'S TOWN AND COUNTRY MOTORS, INC. \$233.25; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$18,005.14; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$129.00; TETON COUNTY SHERIFF-DISPATCH \$186,675.20; TETON YOUTH & FAMILY SERVICES \$105,292.75; THE AFTERMARKET PARTS COMPANY, LLC \$24.30; THOMPSON LOGGING, INC \$2,614.00; TMSC LLC \$2,614.38; TREFREN, TRACEY \$360.00; VERIZON WIRELESS \$7,178.52; VISION SERVICE PLAN (CT) \$2,075.47; WEST COAST CODE CONSULTANTS \$9,160.00; WESTERN CHARTERS AND TOURS, LLC \$109,500.00; WESTERN STATE \$3,456.26; WHITE, AMANDA \$360.00; WINDCAVE INC \$68.80; WY CHILD SUPPORT

ENFORCEMENT \$452.30; WY WORKERS' SAFETY & COMP \$12,266.91; WYOMING RETIREMENT SYSTEM \$214,426.13; YELLOW IRON WASTE, LLC \$766.00; ZOOM VIDEO COMMUNICATIONS, INC \$88.77

C. East Broadway Storm Inlets Project Bid Award (Bid #25-09). To:

1. Award of the 2026 East Broadway Storm Inlets Project to Westwood Curtis Construction, Inc. of Jackson, WY in the amount of \$273,695.00; and
2. Approve the 2026 East Broadway Storm Inlets Project Contract for Construction, and authorize the mayor to execute the contract, subject to minor changes by the Town Attorney and Town Engineer

D. Employee Right of Reviving Right of First Purchase or Rental Agreement. To 1) approve the Second Amendment To, and Assignment and Assumption of, Employee Right of Purchase or Rental Agreement between Teton Adaptive Sports, the Jackson Hole Community Housing Trust, and the Town of Jackson, subject to any minor corrections by the Town Attorney, 2) amend the FY26 budget by \$231,375 with funding to come from the Employee Housing Fund, 3) authorize the appropriate Town officials to sign closing documents, and 4) authorize the Finance Director to issue a wire transfer at closing.

E. Partial Vacation without Replat at 180 South King Street and 145 East Simpson Avenue (P26-037). To acknowledge a Partial Vacation without Replat between Pt. Lot 2 and Lot 3, and for a 20-foot sewer easement to the Town of Jackson on Pt. Lot 2, a 20-foot easement appurtenant to Lot 3, and a 10-foot easement appurtenant to Lot 3, all within the Cache Creek Third Addition subdivision, subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated May 4, 2026.

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

Working Agreements Check-In and Council Pay Philosophy. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to continue drafting a resolution for consideration on the Council Working Agreements to a future meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Kevin Regan to continue discussion of Council pay philosophy until a future meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Application for a New Restaurant Liquor License at 975 Alpine Ln. Suite #2. Mayor Jorgensen opened the public hearing. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, a motion was made by Devon Viehman and seconded by Kevin Regan to approve the application from Tacos La Chapis LLC for a new Restaurant liquor license subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

1. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

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

Town Square Policy. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to direct staff to present Ordinance D at first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Kevin Regan and seconded by Devon Viehman to repeal the unattended display policy enacted via motion on November 18, 2013. The vote showed all in favor. The motion carried.

Demolition Permit Applications for 335 and 325 Redmond Street (Dem26-0002, Dem26-0003, Dem26-0004). Paul Anthony made staff comment. Council held discussion with staff. Nicholas Houfeck and John Stricklen made public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve a stay of 90 days beginning April 14, 2026, for the demolition of Structure A (Residence) located at 335 Redmond Street (DEM26-0002) as presented in this staff report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathn Schechter and seconded by Devon Viehman to approve a stay of 90 days beginning April 14, 2026, for the demolition of Structure B (Garage) located at 325 Redmond Street (DEM26-0003) as presented in this staff report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve a stay of 90 days beginning April 14, 2026, for the demolition of Structure C (Residence) located at 325 Redmond Street (DEM26-0004) as presented in this staff report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Demolition Permit Stay Request for 580 E. Hansen Street (Dem26-0007). Paul Anthony 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 approve a stay of 90 days, beginning April 14, 2026, for the demolition of the structure at 580 E. Hansen Avenue (DEM26-0007) as presented in this staff report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Stilson Transit Center: 2022 Transportation Alternatives SPET Allocation. Johnny Ziem made staff comment. Council held discussion with staff. Heather Overholser commented on behalf of Teton County. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Sperry to approve an additional \$1,000,000 in 2022 Transportation Alternatives Specific Purpose Excise Tax for the Stilson Transit Center Project, resulting in a total 2022 Transportation Alternatives SPET allocation for the Stilson Transit Center in the amount of \$8,388,892. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Snow King Sports & Event Center Bleacher and Locker Room Project. Tyler Sinclair and Johnny Ziem made staff comment. Council held discussion with staff. Mac Monroe commented on behalf of CMI Inc. There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve and authorize the Mayor to execute the proposed Funding Agreement with CMI Inc. subject to the following revised CMI contribution schedule:

- \$100,000 by May 8, 2026
- \$100,000 by August 1, 2026
- \$125,000 by October 15, 2026 (estimated project completion date)

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

A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the award of the 2026 Snow King Sport Event Center Bleacher and Lockers Project to Shaw Construction of Jackson, Wyoming, in the amount of \$1,405,142 and authorize the Mayor to execute the contract subject to minor changes by the Town Attorney. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 26-06: Authorizing the Animal Shelter to Submit an Application for the Old Bill's Fun Run. Lynsey Lenamond made staff comment for Resolutions 26-06 and 26-07. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to adopt Resolution 26-06 authorizing the Jackson-Teton County Animal Shelter to submit an application for The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 26-07: Authorizing the Victim Services to Submit an Application for the Old Bill's Fun Run. There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to adopt Resolution 26-07 authorizing Victim Services to submit an application for The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 26-08: FY26 Budget Amendment #3. Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Kevin Regan to approve Resolution 26-08 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.

Ordinances. A motion was made by Alyson Spery and seconded by Devon Viehman to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance F: An Ordinance Amending Title 5 Regarding Business Licenses and Regulations.

AN ORDINANCE AMENDING TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES – GENERALLY; CHAPTER 5.06, COMMERCIAL AND NONCOMMERCIAL SOLICITATION; CHAPTER 5.20, INSTALLATION PERMIT – EXPOSITIONS AND OUTDOOR SALES, AND CHAPTER 5.22, PERFORMERS OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance G: An Ordinance Amending Title 9 Regarding Public Peace, Morals, and Welfare.

AN ORDINANCE AMENDING CHAPTER 9.52, INJURY TO OR DESTRUCTION OF PUBLIC PROPERTY, OF TITLE 9, PUBLIC PEACE, MORALS AND WELFARE, 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 Spery and seconded by Devon Viehman to approve Ordinances F and G at third reading, and designate them 1457 and 1458, respectively. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance B: An Ordinance Amending Water and Sewer Rates.

AN ORDINANCE AMENDING SECTIONS 13.04.050 SUPPLY — HOW OBTAINED—CAPACITY FEES, 13.04.300 WATER RATES, OF CHAPTER 13.04, WATER SYSTEM, AND SECTIONS 13.08.013 WASTEWATER RATES, 13.08.020 WASTEWATER CAPACITY FEES, AND 13.08.070 PERMIT FOR SEPTIC TANK PUMPING, OF CHAPTER 13.08, SEWERAGE DISPOSAL SYSTEM, OF TITLE 13, UTILITIES, REGARDING ADJUSTING UTILITY RATES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING

There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Ordinance B on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance C: An Ordinance Regarding Water Efficiency (Irrigation) Restrictions.

AN ORDINANCE AMENDING 13.04.140, REGULATION OF WATER FOR SPRINKLING PURPOSES, OF TITLE 13, UTILITIES, OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER FOR IRRIGATION.

There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Ordinance C on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance D: An Ordinance Amending Title 12 Regarding Special Events.

AN ORDINANCE AMENDING SECTIONS 12.28.030, DEFINITIONS, 12.28.040, SPECIAL EVENT PERMIT—WHEN REQUIRED, EXCEPTIONS, 12.28.050, SPECIAL EVENT PERMIT—APPLICATION PROCEDURE—FILING PERIOD, 12.28.070, SPECIAL EVENT PERMIT—CONDITIONS OF ISSUANCE—GROUNDS FOR DENIAL, 12.28.080, SPECIAL EVENT PERMIT—NOTICE OF REJECTION, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE TOWN OF JACKSON MUNICIPAL CODE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Spery to approve Ordinance D on first 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. Devon Viehman thanked staff for a smooth and successful meeting, and asked staff about timing of a speed limit reduction on Nelson Drive. Johnny Ziem and Tyler Sinclair made staff comment. Council held discussion with staff. Mayor Jorgensen added tree policy to the Potential Initiative (PI) List.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained a recruitment update, requests for temporary sign permits for Grand Teton Music Festival and Annual Center Benefit Concert, tree removals in Town Square, and shifting ‘Chat w/ Council’ to ‘Talk w/ Town’. A motion was made by Kevin Regan and seconded by Devon Viehman 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 8:24 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: January 14, 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	842062026	PAYROLL DEDUCTIONS	05/01/2026	64.00	.00	
Total 328:					64.00	.00	
7850	AARDVARK EXCAVATING LLC	1751	EBIKE SAFETY IMPROVEMENT	04/21/2026	34,133.00	.00	
Total 7850:					34,133.00	.00	
51	ACE HARDWARE	939327	RUBBER Mallet, RUGS, TOWE	04/02/2026	77.95	.00	
51	ACE HARDWARE	939512	WD40 & CONTRACTORS MIX	04/06/2026	71.98	.00	
51	ACE HARDWARE	939788	BATTERIES	04/08/2026	29.98	.00	
51	ACE HARDWARE	940488	PAINT TRAY, LINER & ROLLER	04/15/2026	15.96	.00	
51	ACE HARDWARE	940502	BATTERIES & PAINT MARKER	04/15/2026	149.47	.00	
51	ACE HARDWARE	940651	PAINTBRUSH	04/17/2026	3.98	.00	
51	ACE HARDWARE	940742	WIRE STRIPPER LOCK	04/17/2026	19.99	.00	
51	ACE HARDWARE	941022	LED STRIP LIGHT	04/21/2026	44.99	.00	
51	ACE HARDWARE	941111	JOINT CEMENT & CLOSET BOL	04/21/2026	39.47	.00	
51	ACE HARDWARE	941129	BOX COVER & SWITCH	04/21/2026	9.98	.00	
51	ACE HARDWARE	941172	CAULK & SAW BLADE	04/22/2026	35.04	.00	
51	ACE HARDWARE	941253	CAULK GUN RATCHET GATOR	04/22/2026	16.99	.00	
51	ACE HARDWARE	941271	SAW BLADE & JOINT CEMENT	04/22/2026	53.97	.00	
51	ACE HARDWARE	941294	BATTERIES	04/23/2026	19.99	.00	
51	ACE HARDWARE	941307	SCREWS, NUTS & FENDER WA	04/23/2026	19.92	.00	
51	ACE HARDWARE	941314	DOOR HINGE OIL & DOOR KNO	04/23/2026	49.46	.00	
51	ACE HARDWARE	941352	ROTARY FILE & CHEMICAL GLO	04/23/2026	19.48	.00	
51	ACE HARDWARE	941358	CONNECTOR CRIMP	04/23/2026	11.99	.00	
51	ACE HARDWARE	941370	RUST SPRAY	04/23/2026	20.97	.00	
51	ACE HARDWARE	941388	SEALANT & GREAT STUFF PRO	04/23/2026	79.96	.00	
51	ACE HARDWARE	941460	PH PAN & JIG BLADE	04/24/2026	12.38	.00	
51	ACE HARDWARE	941571	KEY HOLDER & BALL VALVE	04/25/2026	29.48	.00	
51	ACE HARDWARE	941631	RAIN GAUGE	04/26/2026	39.98	.00	
51	ACE HARDWARE	941659	P TRAP, OUTLET, TAIL PIECE &	04/27/2026	42.94	.00	
51	ACE HARDWARE	941681	ELBOW COUPLING	04/27/2026	15.98	.00	
51	ACE HARDWARE	941711	RETURN TAIL PIERE	04/27/2026	2.50-	.00	
51	ACE HARDWARE	941778	FAUCET	04/28/2026	11.99	.00	
51	ACE HARDWARE	941808	SANDPAPER & GLUE	04/28/2026	19.27	.00	
51	ACE HARDWARE	941929	WIRE CUTTER, TAPE, CLAMPS	04/29/2026	77.36	.00	
51	ACE HARDWARE	941966	LINER & STRAINER	04/29/2026	11.48	.00	
51	ACE HARDWARE	942037	MARKING PAINT	04/30/2026	11.99	.00	
51	ACE HARDWARE	942042	NAILS, ROLLER, LINER	04/30/2026	28.36	.00	
51	ACE HARDWARE	942068	DIGITAL CALIPER	04/30/2026	49.99	.00	
51	ACE HARDWARE	942097	JOINT CEMENT	04/30/2026	33.98	.00	
51	ACE HARDWARE	942122	BLACK OXIDE DRILL BIT	04/30/2026	26.97	.00	
51	ACE HARDWARE	942168	O RING	05/01/2026	5.16	.00	
51	ACE HARDWARE	942204	MOLDING	05/01/2026	14.99	.00	
51	ACE HARDWARE	942231	JOINT CEMENT	05/01/2026	16.99	.00	
51	ACE HARDWARE	942309	VALVE BALL, BRUSH & RAKE	05/02/2026	42.97	.00	
51	ACE HARDWARE	942588	HEATER	05/04/2026	64.99	.00	
51	ACE HARDWARE	942620	BAGS, DUCT TAPE	05/05/2026	27.98	.00	
Total 51:					1,374.25	.00	
6861	ADVANCED NETWORK MANAG	IN114185	CUBE TRUNK SESSION LICENS	01/20/2026	517.81	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6861	ADVANCED NETWORK MANAG	IN115757	RUBRIK ENTERPRISE, SUPPOR	03/03/2026	82,093.50	.00	
6861	ADVANCED NETWORK MANAG	IN117630	MILESTONE 44531	04/27/2026	11,357.14	.00	
Total 6861:					93,968.45	.00	
2269	AFLAC	050126	ACCOUNT #y9599	05/01/2026	1,515.48	1,515.48	05/04/2026
Total 2269:					1,515.48	1,515.48	
5726	AMAZON	139W-YY4X-LT	CURVED MONITOR & MONITOR	05/01/2026	1,888.99	.00	
5726	AMAZON	14FD-1NPY-4Q	MARKERS	04/22/2026	35.39	.00	
5726	AMAZON	17GT-R7NT-LX	TAPE & MARKERS	04/25/2026	104.34	.00	
5726	AMAZON	19FD-Y4V3-6F	TRASH BAGS	04/29/2026	96.70	.00	
5726	AMAZON	1DQM-TKYF-T	TONER & PRINTER	05/01/2026	254.49	.00	
5726	AMAZON	1FMG-RL33-K	HAND SANITIZER, SOAP, CUPS	05/05/2026	146.46	.00	
5726	AMAZON	1MGH-DDFP-J	DESK COMPUTER MOUNT	04/27/2026	75.82	.00	
5726	AMAZON	1MQX-6LCK-1	DOCKING STATEION	05/06/2026	498.99	.00	
5726	AMAZON	1MRN=YTYV-	POPCORN	04/25/2026	30.74	.00	
5726	AMAZON	1PLC-L7HD-D	AIRPODS CHARGING STAND, M	05/04/2026	650.93	.00	
Total 5726:					3,782.85	.00	
1159	AMERICAN PUBLIC WORKS AS	1012	SPRING CONFERENCE SAM JE	04/27/2026	325.00	.00	
Total 1159:					325.00	.00	
7444	ANGLESEY, JASON	04292026	PHYSICAL	04/29/2026	100.00	.00	
Total 7444:					100.00	.00	
4389	APPLE INC	MC67787444	IPAD, PLUG IN, PENCIL & KEYB	04/28/2026	2,696.00	.00	
4389	APPLE INC	MC68119226	COMPUTER	04/30/2026	5,453.00	.00	
4389	APPLE INC	MC68652517	COMPUTER	05/04/2026	5,007.00	.00	
4389	APPLE INC	MC68853808	AIRPODS	05/04/2026	608.00	.00	
Total 4389:					13,764.00	.00	
6250	ARBOR WORKS TREE SERVICE	55	SOIL	04/06/2026	332.25	.00	
Total 6250:					332.25	.00	
1783	AT&T	287279795460	PHONE SERVICE	04/11/2026	319.19	.00	
Total 1783:					319.19	.00	
7855	BARNETT, RAQUEL	05012026	NAWLEE CONFERENCE	05/01/2026	359.71	.00	
Total 7855:					359.71	.00	
4920	BEST BEST & KRIEGER	1061150	MATTER 51148.00002 WIRELES	05/10/2026	164.00	.00	
4920	BEST BEST & KRIEGER	1061151	MATTER 51148.00003 SILVER S	05/10/2026	164.00	.00	
Total 4920:					328.00	.00	
4774	BIG R RANCH & HOME	2664/1	STAPLES, TAPE & SHOVEL HAN	04/01/2026	76.26	.00	
4774	BIG R RANCH & HOME	2816/1	SOAP NOZZLE & QUICK COUPL	04/21/2026	37.98	.00	
4774	BIG R RANCH & HOME	2908/1	ROPE, ANCHOR SHACKLE, QUI	04/29/2026	128.42	.00	
4774	BIG R RANCH & HOME	2916/1	HI VIS RAINSUIT	04/30/2026	77.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4774:					320.65	.00	
7323	BOBCAT OF ROCK SPRINGS	57960	SNOW TIRES	12/30/2025	1,019.48	.00	
7323	BOBCAT OF ROCK SPRINGS	58524	HOSE ASSY	04/17/2026	96.13	.00	
Total 7323:					1,115.61	.00	
7394	BOLAND, ANITA	060126	350 N Millward - June Rent	06/01/2026	2,328.85	.00	
Total 7394:					2,328.85	.00	
6727	BRIGGS, ERIC L	42946	FORD CAM PLATE	04/23/2026	103.63	.00	
Total 6727:					103.63	.00	
5996	BRIGHTLY SOFTWARE, INC.	INV-301497	ASSET ESSENTIALS ENTERPRI	05/01/2026	19,792.19	.00	
Total 5996:					19,792.19	.00	
7077	BURKHOLDER, SHAWN	060126	130 E Kelly - June Rent	06/01/2026	2,141.61	.00	
Total 7077:					2,141.61	.00	
7775	C & C CHEFS LLC	05042026	TOWN COUNCIL LUNCH	05/04/2026	3,187.80	.00	
Total 7775:					3,187.80	.00	
5	CARQUEST AUTO PARTS INC.	6090-718782	DEEP SKT 1/4 DR 5.5 MM	04/23/2026	4.87	.00	
5	CARQUEST AUTO PARTS INC.	6090-719644	POLICE INTERCEPTOR	05/05/2026	31.53	.00	
Total 5:					36.40	.00	
102	CASELLE INC.	INV-11915	CONVERSION FEES	09/30/2025	600.00	.00	
102	CASELLE INC.	INV-14678	SOURCE CODE ESCROW FEE	12/30/2025	200.00	.00	
102	CASELLE INC.	INV-18767	JUNE 2026	05/01/2026	2,388.00	.00	
Total 102:					3,188.00	.00	
4707	CELLEBRITE, INC.	Q-505884-1	CCO+CCPA INSEYETS	03/30/2026	4,845.00	.00	
Total 4707:					4,845.00	.00	
544	CENTURYLINK	780785414	PHONE SERVICE	04/20/2026	13.05	.00	
544	CENTURYLINK	APR26-333897	PHONES	04/07/2026	2,362.23	.00	
544	CENTURYLINK	APR26-334064	PHONE SERVICE	04/13/2026	66.60	.00	
Total 544:					2,441.88	.00	
7089	CHARLIE'S PLUMBING OF JH	14779	DELONEY BUS SHELTER DRAIN	04/24/2026	565.00	.00	
7089	CHARLIE'S PLUMBING OF JH	14780	HOME RANCH DRAINS	04/23/2026	565.00	.00	
7089	CHARLIE'S PLUMBING OF JH	14781	100 E SNOW KING DRAINS	04/24/2026	725.00	.00	
Total 7089:					1,855.00	.00	
5375	CHITWOOD, JESSICA	05072026	WY COURT CONFERENCE	05/07/2026	142.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5375:					142.00	.00	
514	CONRAD & BISCHOFF INC.	IN-177278-26	DEF BULK	04/21/2026	534.49	.00	
Total 514:					534.49	.00	
4887	CONTROL SYSTEM TECHNOLO	11812	WIRED CIRCUIT BREAKERS, PL	04/13/2026	9,302.50	.00	
4887	CONTROL SYSTEM TECHNOLO	11815	PLANNING MTGS & START PLC	04/22/2026	7,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11816	SMART VALVE, GAS DETECTOR	04/22/2026	31,139.00	.00	
Total 4887:					47,941.50	.00	
7111	DAWSON INFRASTRUCTURE S	INV217025	NOZZLE & SHIFTER	04/22/2026	1,264.04	.00	
Total 7111:					1,264.04	.00	
4918	DEAN'S PEST CONTROL LLC	110357	TOWN HALL SPRING & FALL PE	04/18/2026	150.00	.00	
4918	DEAN'S PEST CONTROL LLC	110413	WWTP RODENT CONTROL	04/02/2026	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	110865	PW RODENT CONTROL	04/03/2026	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	110892	RODENT CONTROL - START	04/14/2026	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	111118	START - SPRING & FALL PEST	04/18/2026	350.00	.00	
4918	DEAN'S PEST CONTROL LLC	111119	PW SPRING & FALL PEST MGT	04/18/2026	200.00	.00	
Total 4918:					970.00	.00	
5028	DECKERS AUTO CARE	63308	PLOW SPRING, HYDRAULIC WI	05/04/2026	160.64	.00	
Total 5028:					160.64	.00	
148	DELL	10862991707	VLA ENTERPRISE WINSVRDCC	04/06/2026	18,933.76	.00	
Total 148:					18,933.76	.00	
708	DELTA DENTAL PLAN OF WYOM	04302026	ADJUSTMENTS APRIL 2026	04/30/2026	226.85-	226.85-	05/05/2026
708	DELTA DENTAL PLAN OF WYOM	04302026	ADMIN FEE APRIL 2026	04/30/2026	733.20	733.20	05/05/2026
708	DELTA DENTAL PLAN OF WYOM	04302026	CLAIMS APRIL 2026	04/30/2026	8,729.30	8,729.30	05/05/2026
Total 708:					9,235.65	9,235.65	
3881	DEX IMAGING	AR15225900	COPIES	04/28/2026	352.34	.00	
3881	DEX IMAGING	AR15233927	COPIES	04/29/2026	89.11	.00	
3881	DEX IMAGING	ID1305	3 PRINTERS	04/15/2026	3,960.00	.00	
Total 3881:					4,401.45	.00	
6883	DIVISION OF CHILD SUPPORT	05012026	DCSE CASE #0005405448	05/01/2026	509.23	509.23	05/01/2026
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	05052026	Crime Victim Surcharge	05/05/2026	300.00	.00	
Total 2175:					300.00	.00	
7724	EDUCATION FOUNDATION OF J	001	SUPPORT FOR SISTER CITY TL	04/22/2026	2,000.00	.00	
Total 7724:					2,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	04302026	PILOT CHIEF 0494	04/30/2026	70.21	70.21	05/07/2026
7446	ELAN ONE CARD	04302026	POPPY NETWORK COMM DEV	04/30/2026	321.88	321.88	05/07/2026
7446	ELAN ONE CARD	04302026	RAY ALLEN MANUFACTURING	04/30/2026	202.57	202.57	05/07/2026
7446	ELAN ONE CARD	04302026	HOME DEPOT FACILITIES PW 4	04/30/2026	708.08	708.08	05/07/2026
7446	ELAN ONE CARD	04302026	THE IACP IT 7309	04/30/2026	85.00	85.00	05/07/2026
7446	ELAN ONE CARD	04302026	MAVERIK JPD TRAINING TWO 6	04/30/2026	64.15	64.15	05/07/2026
7446	ELAN ONE CARD	04302026	CHEVRON JPD TRAINING TWO	04/30/2026	56.29	56.29	05/07/2026
7446	ELAN ONE CARD	04302026	BLAUER MANUFACTURING LIE	04/30/2026	1,260.87	1,260.87	05/07/2026
7446	ELAN ONE CARD	04302026	COOLWORKS PERSONNEL 709	04/30/2026	169.00	169.00	05/07/2026
7446	ELAN ONE CARD	04302026	PEARL STREET MARKET PERS	04/30/2026	112.80	112.80	05/07/2026
7446	ELAN ONE CARD	04302026	APWA PW ADMIN 4874	04/30/2026	325.00	325.00	05/07/2026
7446	ELAN ONE CARD	04302026	ALBERTSONS START ADMIN 92	04/30/2026	59.00	59.00	05/07/2026
7446	ELAN ONE CARD	04302026	SMITHS ANIMAL SHELTER 3324	04/30/2026	74.58	74.58	05/07/2026
7446	ELAN ONE CARD	04302026	SHERATON CHIEF 0494	04/30/2026	924.92	924.92	05/07/2026
7446	ELAN ONE CARD	04302026	MAILCHIMP COMM DEV 3841	04/30/2026	135.00	135.00	05/07/2026
7446	ELAN ONE CARD	04302026	HILTON DETECTIVE SGT 6677	04/30/2026	124.30	124.30	05/07/2026
7446	ELAN ONE CARD	04302026	VENETIAN IT 7309	04/30/2026	1,699.08	1,699.08	05/07/2026
7446	ELAN ONE CARD	04302026	5.11 JPD SGT 2280	04/30/2026	876.04	876.04	05/07/2026
7446	ELAN ONE CARD	04302026	MAVERIK JPD TRAINING TWO 6	04/30/2026	64.66	64.66	05/07/2026
7446	ELAN ONE CARD	04302026	USPS LEGAL 7687	04/30/2026	3.28	3.28	05/07/2026
7446	ELAN ONE CARD	04302026	REVZILLA MOTORSPORTS LIE	04/30/2026	187.95	187.95	05/07/2026
7446	ELAN ONE CARD	04302026	ERENTER PERSONNEL 7099	04/30/2026	21.95	21.95	05/07/2026
7446	ELAN ONE CARD	04302026	JOB BOARD WEBSCRIBBLE PE	04/30/2026	125.00	125.00	05/07/2026
7446	ELAN ONE CARD	04302026	AUTOAUTH SERVICE PW FLEE	04/30/2026	60.00	60.00	05/07/2026
7446	ELAN ONE CARD	04302026	COSTCO START ADMIN 9251	04/30/2026	28.60	28.60	05/07/2026
7446	ELAN ONE CARD	04302026	SMITHS ANIMAL SHELTER 3324	04/30/2026	11.58	11.58	05/07/2026
7446	ELAN ONE CARD	04302026	AUDIBLE CHIEF 0494	04/30/2026	16.00	16.00	05/07/2026
7446	ELAN ONE CARD	04302026	EXPEDIA COMM DEV 3840	04/30/2026	2,147.60	2,147.60	05/07/2026
7446	ELAN ONE CARD	04302026	STINKER DETECTIVE SGT 6677	04/30/2026	26.85	26.85	05/07/2026
7446	ELAN ONE CARD	04302026	VENETIAN IT 7309	04/30/2026	1,699.08	1,699.08	05/07/2026
7446	ELAN ONE CARD	04302026	EBAY IT 7309	04/30/2026	303.35	303.35	05/07/2026
7446	ELAN ONE CARD	04302026	EXXON JPD TRAINING TWO 648	04/30/2026	39.80	39.80	05/07/2026
7446	ELAN ONE CARD	04302026	MAVERIK JPD TRAINING TWO 6	04/30/2026	32.65	32.65	05/07/2026
7446	ELAN ONE CARD	04302026	CORE MOTO LIEUTENANT 7867	04/30/2026	96.99	96.99	05/07/2026
7446	ELAN ONE CARD	04302026	CHECKR PERSONNEL 7099	04/30/2026	113.99	113.99	05/07/2026
7446	ELAN ONE CARD	04302026	WHOLE FOODS PERSONNEL 7	04/30/2026	20.17	20.17	05/07/2026
7446	ELAN ONE CARD	04302026	LIGHTBARPARTS.COM PW FLE	04/30/2026	38.71	38.71	05/07/2026
7446	ELAN ONE CARD	04302026	ALBERTSONS START ADMIN 92	04/30/2026	35.98	35.98	05/07/2026
7446	ELAN ONE CARD	04302026	UNITED START OPER 4059	04/30/2026	58.05	58.05	05/07/2026
7446	ELAN ONE CARD	04302026	UNITED START OPER 4059	04/30/2026	723.39	723.39	05/07/2026
7446	ELAN ONE CARD	04302026	TETON CO CLERK STREETS 42	04/30/2026	31.55	31.55	05/07/2026
7446	ELAN ONE CARD	04302026	UBER VICTIM SERVICES 1944	04/30/2026	46.80	46.80	05/07/2026
7446	ELAN ONE CARD	04302026	ALBERTSONS WWTP 2901	04/30/2026	42.96	42.96	05/07/2026
7446	ELAN ONE CARD	04302026	PEARL STREET MARKET ADMI	04/30/2026	26.99	26.99	05/07/2026
7446	ELAN ONE CARD	04302026	GAYLORD TEXAN CHIEF 0494	04/30/2026	687.18	687.18	05/07/2026
7446	ELAN ONE CARD	04302026	CASPER STAR TRIBUNE COMM	04/30/2026	36.99	36.99	05/07/2026
7446	ELAN ONE CARD	04302026	BUDGET DETECTIVE SGT 6677	04/30/2026	318.62	318.62	05/07/2026
7446	ELAN ONE CARD	04302026	BLINDS.COM FACILITIES PW 41	04/30/2026	989.79	989.79	05/07/2026
7446	ELAN ONE CARD	04302026	AMAZON IT 7309	04/30/2026	78.99	78.99	05/07/2026
7446	ELAN ONE CARD	04302026	MAVERIK JPD TRAINING TWO 6	04/30/2026	57.90	57.90	05/07/2026
7446	ELAN ONE CARD	04302026	MAVERIK JPD TRAINING TWO 6	04/30/2026	48.91	48.91	05/07/2026
7446	ELAN ONE CARD	04302026	LETTERING.COM LIEUTENANT	04/30/2026	62.30	62.30	05/07/2026
7446	ELAN ONE CARD	04302026	BUBBAS PERSONNEL 7099	04/30/2026	109.22	109.22	05/07/2026
7446	ELAN ONE CARD	04302026	SNAKE RIVER ROASTING PERS	04/30/2026	18.44	18.44	05/07/2026
7446	ELAN ONE CARD	04302026	SP MOASURE WARWICK PW A	04/30/2026	899.00	899.00	05/07/2026
7446	ELAN ONE CARD	04302026	USPS START ADMIN 9251	04/30/2026	22.80	22.80	05/07/2026
7446	ELAN ONE CARD	04302026	UNITED START OPER 4059	04/30/2026	58.05	58.05	05/07/2026
7446	ELAN ONE CARD	04302026	UNITED START OPER 4059	04/30/2026	58.05	58.05	05/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	04302026	SAFEWAY FUEL TOWN COUNCI	04/30/2026	28.06	28.06	05/07/2026
7446	ELAN ONE CARD	04302026	SMITHS VICTIM SERVICES 1944	04/30/2026	6.94	6.94	05/07/2026
7446	ELAN ONE CARD	04302026	STINKER TOWN COUNCIL ONE	04/30/2026	41.73	41.73	05/07/2026
7446	ELAN ONE CARD	04302026	SMITHS VICTIM SERVICES 1944	04/30/2026	58.26	58.26	05/07/2026
7446	ELAN ONE CARD	04302026	STAPLES ANIMAL SHELTER 332	04/30/2026	179.73	179.73	05/07/2026
7446	ELAN ONE CARD	04302026	BUDGET CHIEF 0494	04/30/2026	68.95	68.95	05/07/2026
7446	ELAN ONE CARD	04302026	UPS DETECTIVE SGT 6677	04/30/2026	35.16	35.16	05/07/2026
7446	ELAN ONE CARD	04302026	HOME DEPOT FACILITIES PW 4	04/30/2026	217.86	217.86	05/07/2026
7446	ELAN ONE CARD	04302026	COMEXPOSIUM IT 7309	04/30/2026	1,195.00	1,195.00	05/07/2026
7446	ELAN ONE CARD	04302026	5.11 JPD SGT 2280	04/30/2026	497.55	497.55	05/07/2026
7446	ELAN ONE CARD	04302026	REI JPD TRAINING TWO 6481	04/30/2026	575.95	575.95	05/07/2026
7446	ELAN ONE CARD	04302026	TRAVERSTOOL LIEUTENANT 7	04/30/2026	46.38	46.38	05/07/2026
7446	ELAN ONE CARD	04302026	OUTBACK LIEUTENANT 7867	04/30/2026	37.49	37.49	05/07/2026
7446	ELAN ONE CARD	04302026	PEARL STREET MARKET PERS	04/30/2026	15.96	15.96	05/07/2026
7446	ELAN ONE CARD	04302026	SACRAMENTO STATE PW ADMI	04/30/2026	204.00	204.00	05/07/2026
7446	ELAN ONE CARD	04302026	TRANSIT TALENT START ADMIN	04/30/2026	125.00	125.00	05/07/2026
7446	ELAN ONE CARD	04302026	CUTTYS STREETS 4277	04/30/2026	239.08	239.08	05/07/2026
7446	ELAN ONE CARD	04302026	SHERATON VICTIM SERVICES	04/30/2026	853.32	853.32	05/07/2026
7446	ELAN ONE CARD	04302026	MUD-SKIPPER WWTP 2901	04/30/2026	913.54	913.54	05/07/2026
7446	ELAN ONE CARD	04302026	STAPLES START OPER 4059	04/30/2026	98.94	98.94	05/07/2026
7446	ELAN ONE CARD	04302026	MTM HYDRO PARTS STREETS	04/30/2026	76.30	76.30	05/07/2026
7446	ELAN ONE CARD	04302026	PIT STOP TOWN COUNCIL ONE	04/30/2026	22.31	22.31	05/07/2026
7446	ELAN ONE CARD	04302026	EGAUGESYSTEMS WWTP 2901	04/30/2026	20.00	20.00	05/07/2026
7446	ELAN ONE CARD	04302026	CENTER FOR THE ARTS ADMIN	04/30/2026	78.00	78.00	05/07/2026
7446	ELAN ONE CARD	04302026	WY ALE WORKS CHIEF 0494	04/30/2026	195.12	195.12	05/07/2026
7446	ELAN ONE CARD	04302026	POPPY NETWORK COMM DEV	04/30/2026	51.50	51.50	05/07/2026
7446	ELAN ONE CARD	04302026	AMERICAN AIR DETECTIVE SG	04/30/2026	756.79	756.79	05/07/2026
7446	ELAN ONE CARD	04302026	IKEA FACILITIES PW 4135	04/30/2026	166.92	166.92	05/07/2026
7446	ELAN ONE CARD	04302026	STARLINK IT 7309	04/30/2026	660.00	660.00	05/07/2026
7446	ELAN ONE CARD	04302026	EXXON JPD TRAINING TWO 648	04/30/2026	32.22	32.22	05/07/2026
7446	ELAN ONE CARD	04302026	PETCO JPD TRAINING TWO 648	04/30/2026	74.91	74.91	05/07/2026
7446	ELAN ONE CARD	04302026	USPS LIEUTENANT 7867	04/30/2026	9.96	9.96	05/07/2026
7446	ELAN ONE CARD	04302026	STAPLES PERSONNEL 7099	04/30/2026	28.09	28.09	05/07/2026
7446	ELAN ONE CARD	04302026	YIPPY I-O CANDY PERSONNEL	04/30/2026	16.00	16.00	05/07/2026
7446	ELAN ONE CARD	04302026	APWA PW ADMIN 4874	04/30/2026	325.00	325.00	05/07/2026
7446	ELAN ONE CARD	04302026	ALBERTSONS START ADMIN 92	04/30/2026	160.90	160.90	05/07/2026
7446	ELAN ONE CARD	04302026	UNITED START OPER 4059	04/30/2026	58.05	58.05	05/07/2026
7446	ELAN ONE CARD	04302026	ELAN CARD DELIVERY FEE CHI	04/30/2026	20.00	20.00	05/07/2026
7446	ELAN ONE CARD	04302026	STAYBRIDGE SUITES CHIEF 04	04/30/2026	519.80	519.80	05/07/2026
7446	ELAN ONE CARD	04302026	UPS DETECTIVE SGT 6677	04/30/2026	15.35	15.35	05/07/2026
7446	ELAN ONE CARD	04302026	HOME DEPOT FACILITIES PW 4	04/30/2026	588.00	588.00	05/07/2026
7446	ELAN ONE CARD	04302026	CLOUDBADGING IT 7309	04/30/2026	479.88	479.88	05/07/2026
7446	ELAN ONE CARD	04302026	5.11 JPD TRAINING ONE 7130	04/30/2026	1,479.28	1,479.28	05/07/2026
7446	ELAN ONE CARD	04302026	MAVERIK JPD TRAINING TWO 6	04/30/2026	27.72	27.72	05/07/2026
7446	ELAN ONE CARD	04302026	FBI NATIONAL ACADEMY LIEUT	04/30/2026	730.00	730.00	05/07/2026
7446	ELAN ONE CARD	04302026	LOAF N JUG LIEUTENANT 7867	04/30/2026	24.96	24.96	05/07/2026
7446	ELAN ONE CARD	04302026	PICNIC PERSONNEL 7099	04/30/2026	18.00	18.00	05/07/2026
7446	ELAN ONE CARD	04302026	APWA PW ADMIN 4874	04/30/2026	325.00	325.00	05/07/2026
7446	ELAN ONE CARD	04302026	STAPLES START ADMIN 9251	04/30/2026	41.98	41.98	05/07/2026
7446	ELAN ONE CARD	04302026	SMITHS ANIMAL SHELTER 3324	04/30/2026	23.16	23.16	05/07/2026
7446	ELAN ONE CARD	04302026	SHERATON CHIEF 0494	04/30/2026	924.92	924.92	05/07/2026
7446	ELAN ONE CARD	04302026	ALBERTSONS COMM DEV 3841	04/30/2026	96.37	96.37	05/07/2026
7446	ELAN ONE CARD	04302026	BOTACH INC DETECTIVE SGT 6	04/30/2026	250.08	250.08	05/07/2026
7446	ELAN ONE CARD	04302026	MAGNET FORENSICS IT 7309	04/30/2026	3,799.00	3,799.00	05/07/2026
7446	ELAN ONE CARD	04302026	5.11 JPD SGT 2280	04/30/2026	417.30	417.30	05/07/2026
7446	ELAN ONE CARD	04302026	EXXON JPD TRAINING TWO 648	04/30/2026	47.96	47.96	05/07/2026
7446	ELAN ONE CARD	04302026	CONOCO LIEUTENANT 7867	04/30/2026	57.90	57.90	05/07/2026
7446	ELAN ONE CARD	04302026	CMON INN LIEUTENANT 7867	04/30/2026	246.40	246.40	05/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	04302026	TJ MAXX PERSONNEL 7099	04/30/2026	29.52	29.52	05/07/2026
7446	ELAN ONE CARD	04302026	HISTORY JACKSON HOLE PER	04/30/2026	225.00	225.00	05/07/2026
7446	ELAN ONE CARD	04302026	ACE CONTROLS PW FLEET 046	04/30/2026	142.37	142.37	05/07/2026
7446	ELAN ONE CARD	04302026	TARGET START ADMIN 9251	04/30/2026	43.62	43.62	05/07/2026
7446	ELAN ONE CARD	04302026	SAGE TRUCK DRIVING SCHOO	04/30/2026	2,300.00	2,300.00	05/07/2026
7446	ELAN ONE CARD	04302026	CURB NOLA TAXI VICTIM SERVI	04/30/2026	36.00	36.00	05/07/2026
7446	ELAN ONE CARD	04302026	PSI EXAMS WWTP 2901	04/30/2026	108.00	108.00	05/07/2026
7446	ELAN ONE CARD	04302026	CUTTYS START OPER 4059	04/30/2026	87.76	87.76	05/07/2026
7446	ELAN ONE CARD	04302026	MTM HYDRO PARTS STREETS	04/30/2026	11.45-	11.45-	05/07/2026
7446	ELAN ONE CARD	04302026	ANTLER INN VICTIM SERVICES	04/30/2026	134.10	134.10	05/07/2026
7446	ELAN ONE CARD	04302026	UPS STORE WWTP 2901	04/30/2026	22.57	22.57	05/07/2026
7446	ELAN ONE CARD	04302026	1-800-STENCIL STREETS 4277	04/30/2026	946.23	946.23	05/07/2026
7446	ELAN ONE CARD	04302026	FAIRFIELD INN TOWN COUNCIL	04/30/2026	472.34	472.34	05/07/2026
7446	ELAN ONE CARD	04302026	CREEKSIDE MARKET VICTIM S	04/30/2026	60.51	60.51	05/07/2026
Total 7446:					39,619.54	39,619.54	
1134	ENERGY LABORATORIES INC.	777224	OIL & GREASE	04/09/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	778104	OIL & GREASE	04/14/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	779548	analysis parameters	04/20/2026	233.00	.00	
1134	ENERGY LABORATORIES INC.	779559	OIL & GREASE	04/20/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	780962	OIL & GREASE	04/28/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	782271	OIL & GREASE	05/05/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	783059	OIL & GREASE	05/08/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	G26030259	OIL & GREASE	03/23/2026	172.00	.00	
Total 1134:					1,437.00	.00	
6552	ETNA TRADE PARK LLC	060126	Star Valley Bus Storage - June Re	06/01/2026	4,062.00	.00	
Total 6552:					4,062.00	.00	
7462	EVOLUTION CONSTRUCTION &	1237	CUT CURB & GUTTER CONCRE	04/16/2026	650.00	.00	
7462	EVOLUTION CONSTRUCTION &	1238	PEARL AVE CONCRETE WORK	04/16/2026	1,050.00	.00	
7462	EVOLUTION CONSTRUCTION &	1238	PEARL AVE CONCRETE WORK	04/16/2026	6,990.00	.00	
7462	EVOLUTION CONSTRUCTION &	1239	TEAR OUT, FRAME & POUR CO	04/16/2026	3,825.00	.00	
7462	EVOLUTION CONSTRUCTION &	1240	DYLAN DRIVE CONCRETE	04/16/2026	2,325.00	.00	
7462	EVOLUTION CONSTRUCTION &	1241	GLENWOOD ST CONCRETE	04/16/2026	900.00	.00	
7462	EVOLUTION CONSTRUCTION &	1247	MOOSE STREET CONCRETE	05/07/2026	5,231.00	.00	
Total 7462:					20,971.00	.00	
7316	FC EXCAVATION, LLC	2793	CEMETERY GRAVEL FOR ARBO	05/01/2026	8,640.65	.00	
Total 7316:					8,640.65	.00	
3195	FERGUSON ENTERPRISES, IN	4540773	PARKING GARAGE - PIPE & CO	04/14/2026	167.04	.00	
Total 3195:					167.04	.00	
4212	GILLIG LLC	41432140	BRAKE CHAMBER	04/22/2026	539.76	.00	
4212	GILLIG LLC	41434083	TORQUE ROD, BOLTS & LOCKN	04/28/2026	1,297.48	.00	
4212	GILLIG LLC	41435196	HEAD UNIT SENSOR	04/30/2026	2,024.62	.00	
4212	GILLIG LLC	41435197	HEADLAMP, HEAD LIGHT, FILTE	04/30/2026	1,121.78	.00	
Total 4212:					4,983.64	.00	
7497	GRIFFITH PARTNERSHIP LLC	060126	126 Aspen Dr - June Rent	06/01/2026	1,760.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7497:					1,760.00	.00	
7852	GROUND PENETRATING RADA	994728	UTILITY LOCATING	04/28/2026	3,625.00	.00	
Total 7852:					3,625.00	.00	
93	HACH CHEMICAL CO.	14979116	NITROGEN, BUFFERN SOLN, NI	04/28/2026	2,554.53	.00	
Total 93:					2,554.53	.00	
7181	HANSEN EARTH WORKS LLC	3841	MOVE MATERIALS, REMOVE T	05/04/2026	16,432.20	.00	
Total 7181:					16,432.20	.00	
4988	HD FOWLER COMPANY	I7279698	SOCKET, ADAPTER, PIPE, ELB	04/13/2026	1,307.02	.00	
4988	HD FOWLER COMPANY	I7289651	GRIP RING, TAPPING SLEEVE,	04/23/2026	8,312.56	.00	
4988	HD FOWLER COMPANY	I7296372	VALVE BOX	04/30/2026	361.24	.00	
Total 4988:					9,980.82	.00	
706	HD SUPPLY, INC.	INV01019121	BOD BOTTLES	04/14/2026	179.75	.00	
Total 706:					179.75	.00	
7860	HERITAGE LANDSCAPE SUPPL	0026333282-0	POLY PIPE	04/20/2026	100.00	.00	
7860	HERITAGE LANDSCAPE SUPPL	0026356818-0	MALE ADAPTER	04/21/2026	2.37	.00	
Total 7860:					102.37	.00	
96	HIGH COUNTRY LINEN	0565015	LAUNDRY	04/15/2026	72.24	.00	
96	HIGH COUNTRY LINEN	0566026	MATS	04/22/2026	76.23	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	13.30	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	7.45	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	20.53	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	22.41	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	9.16	.00	
96	HIGH COUNTRY LINEN	0566232	LAUNDRY	04/23/2026	14.68	.00	
96	HIGH COUNTRY LINEN	0566311	MATS	04/23/2026	322.69	.00	
96	HIGH COUNTRY LINEN	0566630	LAUNDRY	04/27/2026	5.37	.00	
96	HIGH COUNTRY LINEN	0566630	LAUNDRY	04/27/2026	.42	.00	
96	HIGH COUNTRY LINEN	0566630	LAUNDRY	04/27/2026	33.78	.00	
96	HIGH COUNTRY LINEN	0566695	MATS	04/27/2026	54.51	.00	
96	HIGH COUNTRY LINEN	S0562029	CLEANER	03/26/2026	60.00	.00	
96	HIGH COUNTRY LINEN	S0565375	MOPS	04/16/2026	71.75	.00	
96	HIGH COUNTRY LINEN	S0566188	LIVI	04/22/2026	34.48	.00	
Total 96:					832.30	.00	
6455	HIRST APPLGATE, LLP	2874	MATTER ID 84619-0008 HOUSIN	05/07/2026	937.50	.00	
Total 6455:					937.50	.00	
503	HUNT CONSTRUCTION INC	23037	MILLER PARK ASPHALT SEAL &	04/15/2026	8,955.00	.00	
503	HUNT CONSTRUCTION INC	23052	REPAIR CRACK AT START	05/04/2026	4,030.00	.00	
503	HUNT CONSTRUCTION INC	23068	DUSTGARD & APPLICATION	05/08/2026	8,050.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 503:					21,035.00	.00	
7849	HYDROVERGE	226995	KERF CUTTER VALVE BOX REP	04/28/2026	5,654.28	.00	
Total 7849:					5,654.28	.00	
6720	IMMIGRANT HOPE	1167	IMMIGRATION FEES	04/29/2026	2,000.00	.00	
Total 6720:					2,000.00	.00	
106	INTERSTATE BATTERY	650007711	BATTERIES	04/27/2026	139.95	.00	
Total 106:					139.95	.00	
6954	IVY OUTDOOR SERVICES LLC	0000197	TRASH	05/03/2026	2,962.57	.00	
6954	IVY OUTDOOR SERVICES LLC	0000199	APRIL TRASH	05/03/2026	9,271.66	.00	
Total 6954:					12,234.23	.00	
7163	JACKSON GROUP LOCKBOX	127219IF	PAINT & INSTALL FRONT PANEL	04/27/2026	28,948.12	.00	
7163	JACKSON GROUP LOCKBOX	720772IF	OVAL AMBER FLASH	04/21/2026	197.86	.00	
7163	JACKSON GROUP LOCKBOX	721185IF	FILTERS & LED MINIBAR	04/21/2026	767.99	.00	
7163	JACKSON GROUP LOCKBOX	721220IF	CARTRIDGE, AIR DRYER & INLE	04/21/2026	1,136.74	.00	
7163	JACKSON GROUP LOCKBOX	721220IFX1	FILTRATION CARTRIDGE	04/23/2026	611.68	.00	
7163	JACKSON GROUP LOCKBOX	721220IFX2	INLET KIT	05/01/2026	85.34	.00	
7163	JACKSON GROUP LOCKBOX	721446IF	BRAKE PAD KIT	04/23/2026	778.12	.00	
7163	JACKSON GROUP LOCKBOX	721510IF	DELTA PRO SIDE MOUNT	04/28/2026	1,650.00	.00	
Total 7163:					34,175.85	.00	
5127	JACKSON HOLE AIRPORT	04062026	DOT CFI GRANT REIMBURSEM	04/06/2026	16,000.00	.00	
Total 5127:					16,000.00	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 2025 - 4 O	CONTRACT PAYMENT	07/15/2025	12,500.00	.00	
Total 858:					12,500.00	.00	
6474	JACKSON HOLE LAW, PC	2833	APRIL 2026	04/03/2026	3,502.50	.00	
Total 6474:					3,502.50	.00	
131	JACKSON HOLE NEWS & GUID	386854	SPECIAL JOINT MTG	03/25/2026	225.00	.00	
131	JACKSON HOLE NEWS & GUID	386855	REGULAR MTG	03/25/2026	370.00	.00	
131	JACKSON HOLE NEWS & GUID	386856	WORKSHOP	03/25/2026	130.00	.00	
131	JACKSON HOLE NEWS & GUID	386857	SPECIAL WORKSHOP	03/25/2026	210.00	.00	
131	JACKSON HOLE NEWS & GUID	387281	ORDINANCE 1455	04/08/2026	95.00	.00	
131	JACKSON HOLE NEWS & GUID	387513	JM MTG	04/22/2026	255.00	.00	
131	JACKSON HOLE NEWS & GUID	387514	ORDINANCE 1456	04/22/2026	95.00	.00	
131	JACKSON HOLE NEWS & GUID	387515	SPECIAL MTG	04/22/2026	85.00	.00	
131	JACKSON HOLE NEWS & GUID	387516	REGULAR MTG	04/22/2026	730.00	.00	
131	JACKSON HOLE NEWS & GUID	387551	ON DEMAND	04/22/2026	120.00	.00	
131	JACKSON HOLE NEWS & GUID	387686	TACOS LA CHAPIS	04/29/2026	100.00	.00	
131	JACKSON HOLE NEWS & GUID	387687	WORKSHOP	04/29/2026	130.00	.00	
131	JACKSON HOLE NEWS & GUID	387688	REGULAR MTG	04/29/2026	615.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 131:					3,160.00	.00	
6545	JACKSON HOLE PUBLIC ART	05042026	SOCIAL SERVICE GRANT	05/04/2026	12,000.00	.00	
Total 6545:					12,000.00	.00	
4821	JACKSON HOLE ROASTERS	2659	COFFEE	04/22/2026	240.00	.00	
4821	JACKSON HOLE ROASTERS	2696	COFFEE	05/06/2026	36.00	.00	
Total 4821:					276.00	.00	
114	JACKSON LUMBER INC	0001184650-00	SHEETROCK	04/21/2026	46.40	.00	
114	JACKSON LUMBER INC	0001184844-00	FENCE BOARDS	04/22/2026	176.16	.00	
114	JACKSON LUMBER INC	0001185372-00	HINGES	04/23/2026	13.38	.00	
114	JACKSON LUMBER INC	0001188100-00	DIAMOND CUT SAW BLADE	05/01/2026	73.50	.00	
114	JACKSON LUMBER INC	0001188373-00	HAMILTON HI LITE 4 GALLON	05/04/2026	75.66	.00	
Total 114:					385.10	.00	
7442	JOE JOHNSON EQUIPMENT	P03873	PUSHLOCK	04/22/2026	254.83	.00	
7442	JOE JOHNSON EQUIPMENT	P03885	DRIVE CHAIN, SCRAP, CLAMP,	04/23/2026	585.12	.00	
7442	JOE JOHNSON EQUIPMENT	P03945	SWAGE MACHINE, DIES, PUSH	05/07/2026	2,009.95	.00	
Total 7442:					2,849.90	.00	
139	JORGENSEN ASSOCIATES, PC	58347	SNOW KING TANK OVERFLOW	04/20/2026	31,183.75	.00	
Total 139:					31,183.75	.00	
7112	KJ'S SERVICES INVESTMENTS	060126	Alpine - June Internet	06/01/2026	35.00	.00	
7112	KJ'S SERVICES INVESTMENTS	060126	Alpine - June Rent	06/01/2026	3,087.00	.00	
Total 7112:					3,122.00	.00	
4902	KOIS BROTHERS EQUIPMENT	601254	POLY DISC	04/29/2026	670.55	.00	
4902	KOIS BROTHERS EQUIPMENT	601333	COOLER	04/29/2026	844.19	.00	
Total 4902:					1,514.74	.00	
6836	LEONHARD, SEAN	05042026	LEGAL MTGWITH FBI IN CASPE	05/04/2026	102.00	.00	
Total 6836:					102.00	.00	
7681	LEVEL 3 COMMUNICATIONS, LL	776245529	SERVICES	03/01/2026	1,387.18	.00	
Total 7681:					1,387.18	.00	
7201	LOPEZ-MORGAN, CHRYSTAL	04172026	PSI TEST IDAHO FALLS	04/17/2026	68.00	.00	
Total 7201:					68.00	.00	
156	LOWER VALLEY ENERGY INC	060126	355 W Deloney E5 - June Rent	06/01/2026	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 04-	3150 S ADAMS CANYON DR, JA	04/30/2026	260.88	.00	
156	LOWER VALLEY ENERGY INC	92050-003 04-	SPRUCE DR PUMP HOUSE, JA	04/30/2026	361.42	.00	
156	LOWER VALLEY ENERGY INC	92050-008 04-	CEMETERY, JACKSON, WY 20	04/30/2026	23.10	.00	
156	LOWER VALLEY ENERGY INC	92050-014 04-	135 E BROADWAY AVE HEAT TA	04/30/2026	20.15	.00	
156	LOWER VALLEY ENERGY INC	92050-019 04-	RANGEVIEW DR LIFT PUMP CO	04/30/2026	98.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-021 04-	150 E PEARL AVE, JACKSON, W	04/30/2026	2,034.36	.00	
156	LOWER VALLEY ENERGY INC	92050-024 04-	1605 BERGER LN SEWER LIFT	04/30/2026	21.66	.00	
156	LOWER VALLEY ENERGY INC	92050-025 04-	450 W SNOW KING AVE NEW S	04/30/2026	805.15	.00	
156	LOWER VALLEY ENERGY INC	92050-026 04-	450 W SNOW KING AVE SHOP, J	04/30/2026	338.36	.00	
156	LOWER VALLEY ENERGY INC	92050-044 04-	610 SNOW KING DR ESTATES B	04/30/2026	274.57	.00	
156	LOWER VALLEY ENERGY INC	92050-047 04-	WASTE WATER TRTMT UV BLD	04/30/2026	38.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 04-	WASTE WATER TRTMT PTB 545	04/30/2026	15,895.34	.00	
156	LOWER VALLEY ENERGY INC	92050-050 04-	2 MG TANK, JACKSON, WY 200	04/30/2026	22.05	.00	
156	LOWER VALLEY ENERGY INC	92050-051 04-	WELL #5 KARNS MEADOW DR,	04/30/2026	2,705.72	.00	
156	LOWER VALLEY ENERGY INC	92050-052 04-	675 E BROADWAY AVE WELL #1	04/30/2026	19.77	.00	
156	LOWER VALLEY ENERGY INC	92050-053 04-	WELLS #2 & #3, JACKSON, WY	04/30/2026	2,686.77	.00	
156	LOWER VALLEY ENERGY INC	92050-054 04-	CITY WELL ELK REF 1, JACKSO	04/30/2026	46.30	.00	
156	LOWER VALLEY ENERGY INC	92050-055 04-	CITY WELL ELK REF 2, JACKSO	04/30/2026	84.88	.00	
156	LOWER VALLEY ENERGY INC	92050-056 04-	CITY WELL ELK REF 3, JACKSO	04/30/2026	39.41	.00	
156	LOWER VALLEY ENERGY INC	92050-059 04-	440 W SNOW KING AVE POLICE	04/30/2026	104.18	.00	
156	LOWER VALLEY ENERGY INC	92050-060 04-	400 W SNOW KING AVE S GAR,	04/30/2026	388.04	.00	
156	LOWER VALLEY ENERGY INC	92050-061 04-	400 W SNOW KING AVE PUBLIC	04/30/2026	412.84	.00	
156	LOWER VALLEY ENERGY INC	92050-074 04-	CRABTREE LN THAW WELL #2,	04/30/2026	24.76	.00	
156	LOWER VALLEY ENERGY INC	92050-075 04-	HIGH SCHOOL RD THAW WELL	04/30/2026	26.56	.00	
156	LOWER VALLEY ENERGY INC	92050-077 04-	685 E HANSEN AVE, JACKSON,	04/30/2026	101.94	.00	
156	LOWER VALLEY ENERGY INC	92050-078 04-	145 W HANSEN AVE FRONT, JA	04/30/2026	194.08	.00	
156	LOWER VALLEY ENERGY INC	92050-079 04-	145 W HANSEN AVE BACK, JAC	04/30/2026	101.66	.00	
156	LOWER VALLEY ENERGY INC	92050-082 04-	400 W SNOW KING AVE E STOR	04/30/2026	179.97	.00	
156	LOWER VALLEY ENERGY INC	92050-089 04-	685 E HANSEN AVE, JACKSON,	04/30/2026	46.30	.00	
156	LOWER VALLEY ENERGY INC	92050-090 04-	955 MAPLE WAY, JACKSON, WY	04/30/2026	133.83	.00	
156	LOWER VALLEY ENERGY INC	92050-092 04-	3150 S ADAMS CANYON DR ANI	04/30/2026	299.49	.00	
156	LOWER VALLEY ENERGY INC	92050-102 04-	145 W HANSEN AVE FRONT, JA	04/30/2026	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	04/30/2026	3,525.94	.00	
156	LOWER VALLEY ENERGY INC	92050-106 04-	940 SIMON LN, JACKSON, WY	04/30/2026	152.06	.00	
156	LOWER VALLEY ENERGY INC	92050-114 04-3	210 N CACHE ST HOME RANCH	04/30/2026	407.54	.00	
156	LOWER VALLEY ENERGY INC	92050-126 04-	SPRING WATER LN LIFT STATIO	04/30/2026	38.16	.00	
156	LOWER VALLEY ENERGY INC	92050-127 04-	3337 S CODY CREEK DR LIFT S	04/30/2026	204.36	.00	
156	LOWER VALLEY ENERGY INC	92050-131 04-	195 E DELONEY AVE RESTROO	04/30/2026	272.06	.00	
156	LOWER VALLEY ENERGY INC	92050-132 04-	160 S MILLWARD ST PARKING	04/30/2026	2,034.49	.00	
156	LOWER VALLEY ENERGY INC	92050-134 04-	160 S MILLWARD ST PARKING	04/30/2026	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 04-	JOSEPHINE LOOP LOT 15 LIFT	04/30/2026	89.61	.00	
156	LOWER VALLEY ENERGY INC	92050-341 04-	210 N CACHE ST HOME RANCH	04/30/2026	27.01	.00	
156	LOWER VALLEY ENERGY INC	92050-345 04-	930 SIMON LN, JACKSON, WY	04/30/2026	152.87	.00	
156	LOWER VALLEY ENERGY INC	92050-356 04-	55 KARNS MEADOW DR START	04/30/2026	2,592.37	.00	
156	LOWER VALLEY ENERGY INC	92050-357 04-	55 KARNS MEADOW DR START	04/30/2026	1,723.12	.00	
156	LOWER VALLEY ENERGY INC	92050-359 04-	MILLER PARK PARKING LOT CH	04/30/2026	282.01	.00	
156	LOWER VALLEY ENERGY INC	92050-361 04-	625 W BROADWAY AVE NEW P	04/30/2026	168.17	.00	
156	LOWER VALLEY ENERGY INC	92050-363 04-	455 VINE ST UTIL, JACKSON, W	04/30/2026	69.37	.00	
156	LOWER VALLEY ENERGY INC	92050-364 04-	65 VIRGINIAN LN #5, JACKSON,	04/30/2026	50.58	.00	
156	LOWER VALLEY ENERGY INC	92050-365 04-	65 VIRGINIAN LN #7, JACKSON,	04/30/2026	82.19	.00	
156	LOWER VALLEY ENERGY INC	92050-367 04-	455 VINE ST APT #3, JACKSON,	04/30/2026	55.06	.00	
156	LOWER VALLEY ENERGY INC	92050-368 04-	455 VINE ST APT #4, JACKSON,	04/30/2026	116.47	.00	
156	LOWER VALLEY ENERGY INC	92050-370 04-	2022 WILDFLOWER CT, JACKS	04/30/2026	112.45	.00	
156	LOWER VALLEY ENERGY INC	92050-371 04-	2022 WILDFLOWER CT, JACKS	04/30/2026	60.57	.00	
156	LOWER VALLEY ENERGY INC	92050-374 04-	455 VINE ST APT #1, JACKSON,	04/30/2026	68.59	.00	
156	LOWER VALLEY ENERGY INC	92050-375 04-	155 E PEARL AVE, JACKSON, W	04/30/2026	25.19	.00	
156	LOWER VALLEY ENERGY INC	92050-376 04-	149 E PEARL AVE, JACKSON, W	04/30/2026	116.28	.00	
156	LOWER VALLEY ENERGY INC	92050-378 04-	145 E PEARL AVE #A EAST, JAC	04/30/2026	57.27	.00	
156	LOWER VALLEY ENERGY INC	92050-383 04-	SNOW KING DR WATER TANK C	04/30/2026	20.66	.00	
156	LOWER VALLEY ENERGY INC	92050-385 04-	85 N SPRING GULCH RD SPRIN	04/30/2026	195.15	.00	
156	LOWER VALLEY ENERGY INC	92050-388 04-	121 SHERWOOD CT BLDG 2 BU	04/30/2026	26.84	.00	
156	LOWER VALLEY ENERGY INC	92050-389 04-	1640 MARTIN LN LIFT STATION,	04/30/2026	29.52	.00	
156	LOWER VALLEY ENERGY INC	92050-390 04-	400 W SNOW KING AVE HOUSI	04/30/2026	265.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-391 04-	400 W SNOW KING AVE PARK M	04/30/2026	474.85	.00	
156	LOWER VALLEY ENERGY INC	92050-392 04-	400 W SNOW KING AVE ADMIN,	04/30/2026	626.62	.00	
156	LOWER VALLEY ENERGY INC	92050-393 04-	400 W SNOW KING AVE EMPLO	04/30/2026	580.50	.00	
156	LOWER VALLEY ENERGY INC	92050-395 04-	145 E PEARL AVE #C LOFT, JAC	04/30/2026	92.78	.00	
156	LOWER VALLEY ENERGY INC	92050-396 04-	145 E PEARL AVE HSE/CMN, JA	04/30/2026	75.55	.00	
156	LOWER VALLEY ENERGY INC	92050-397 04-	145 E PEARL AVE #B WEST, JA	04/30/2026	106.05	.00	
156	LOWER VALLEY ENERGY INC	92050-398 04-	155 E PEARL AVE, JACKSON, W	04/30/2026	88.61	.00	
156	LOWER VALLEY ENERGY INC	92050-399 04-	155 E PEARL AVE, JACKSON, W	04/30/2026	90.80	.00	
156	LOWER VALLEY ENERGY INC	92050-401 04-	455 VINE ST APT #2, JACKSON,	04/30/2026	56.90	.00	
156	LOWER VALLEY ENERGY INC	92050-407 04-	130 E KELLY AVE #23, JACKSO	04/30/2026	47.05	.00	
156	LOWER VALLEY ENERGY INC	92050-411 04-3	1540 MARTIN LN H-FRAME MET	04/30/2026	25.12	.00	
156	LOWER VALLEY ENERGY INC	92050-416 04-	350 N MILLWARD ST #5, JACKS	04/30/2026	42.87	.00	
156	LOWER VALLEY ENERGY INC	92050-418 04-	355 W DELONEY AVE E-5, JACK	04/30/2026	82.20	.00	
156	LOWER VALLEY ENERGY INC	92050-420 04-	355 W DELONEY AVE A-5, JACK	04/30/2026	57.16	.00	
156	LOWER VALLEY ENERGY INC	92050-421 04-	268 SAWMILL RD, ALPINE, WY	04/30/2026	76.55	.00	
156	LOWER VALLEY ENERGY INC	92050-422 04-	126 ASPEN DR, JACKSON, WY	04/30/2026	77.80	.00	
156	LOWER VALLEY ENERGY INC	92050-424 04-	69 VIRGINIAN LN #7, JACKSON,	04/30/2026	58.35	.00	
156	LOWER VALLEY ENERGY INC	92050-425 04-	1070 ELK RUN LN THAW WELL	04/30/2026	174.07	.00	
156	LOWER VALLEY ENERGY INC	92050-427 04-	2300 W HIGH SCHOOL RD, JAC	04/30/2026	162.40	.00	
Total 156:					46,820.30	.00	
677	MACY'S SERVICES	126733	PORTABLE TOILET & CLEANIN	04/30/2026	150.00	.00	
Total 677:					150.00	.00	
7543	MASTERCARE CLEANING JH, L	2492	WINDOW WASHING & PRESSU	04/30/2026	1,202.00	.00	
Total 7543:					1,202.00	.00	
3187	MERIDIAN ENGINEERING P.C.	ME-2046	BASE MAP OF EXISTING SITES	05/04/2026	900.00	.00	
Total 3187:					900.00	.00	
5182	METADOME, LLC	61651	IRON PLATES	04/24/2026	6,671.80	.00	
Total 5182:					6,671.80	.00	
7388	MID-AMERICA RESEARCH CHE	0877687-IN	AQUATIC WEED PICKER, DOO	05/06/2026	1,080.50	.00	
Total 7388:					1,080.50	.00	
5986	Mountain Fire Protection	4807	REDUCING COUPLING	04/26/2026	44.73	.00	
Total 5986:					44.73	.00	
257	NAPA AUTO PARTS INC.	383747	DRAWER, BULK TRAIL & TRAIL	04/16/2026	238.49	.00	
257	NAPA AUTO PARTS INC.	384716	FUSE HOLDERS	04/22/2026	99.34	.00	
257	NAPA AUTO PARTS INC.	384978	OIL & AIR FILTER	04/23/2026	23.87	.00	
257	NAPA AUTO PARTS INC.	384990	BULK BATTERY & CABLE	04/23/2026	610.50	.00	
257	NAPA AUTO PARTS INC.	385031	OIL & AIR FILTER, WIPER BLAD	04/23/2026	34.21	.00	
257	NAPA AUTO PARTS INC.	385038	FUEL CAP	04/23/2026	16.64	.00	
257	NAPA AUTO PARTS INC.	385168	HEAT SHRINK TUBING	04/23/2026	21.98	.00	
257	NAPA AUTO PARTS INC.	385692	16G-16MP	04/27/2026	73.70	.00	
257	NAPA AUTO PARTS INC.	385841	NAPA CLEAR	04/28/2026	15.98	.00	
257	NAPA AUTO PARTS INC.	385895	RETURN 16G-16MP	04/28/2026	73.70-	.00	
257	NAPA AUTO PARTS INC.	386094	OIL, AIR & FLUID FILTER	04/29/2026	54.44	.00	
257	NAPA AUTO PARTS INC.	386527	OIL & FUNNEL	04/30/2026	8.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	386583	OIL FILTER	05/01/2026	13.65	.00	
257	NAPA AUTO PARTS INC.	387006	STARTER FLUID & CONNECTO	05/04/2026	18.62	.00	
257	NAPA AUTO PARTS INC.	387164	AIR FILTER	05/04/2026	20.46	.00	
257	NAPA AUTO PARTS INC.	387165	OIL & AIR FILTER	05/04/2026	21.42	.00	
257	NAPA AUTO PARTS INC.	387246	BELT	05/05/2026	23.23	.00	
257	NAPA AUTO PARTS INC.	387283	OIL	05/05/2026	48.92	.00	
Total 257:					1,269.83	.00	
187	NELSON ENGINEERING	70042	HIGH SCHOOL RD WATER SUP	04/04/2026	20,286.85	.00	
187	NELSON ENGINEERING	70153	VINE STREET IMPROVEMENTS	04/28/2026	420.87	.00	
187	NELSON ENGINEERING	70153	VINE STREET IMPROVEMENTS	04/28/2026	300.63	.00	
187	NELSON ENGINEERING	70153	VINE STREET IMPROVEMENTS	04/28/2026	696.00	.00	
187	NELSON ENGINEERING	70159	WATER SYSTEM CAPACITY UP	04/28/2026	2,028.75	.00	
187	NELSON ENGINEERING	70163	WATER & SEWER MODELING 2	04/28/2026	2,785.00	.00	
Total 187:					26,518.10	.00	
7368	NEW WASTE REMOVAL LLC	INV1368	20 YD CONTAINER & TRANSFE	11/12/2025	1,658.34	.00	
Total 7368:					1,658.34	.00	
7856	NORTHERN LIGHTS CONSTRU	050426	RETURN BOND E26-0058 864 C	05/04/2026	12,000.00	12,000.00	05/05/2026
Total 7856:					12,000.00	12,000.00	
1504	ONE CALL OF WYOMING	77473	TICKETS FOR OCT CDC CODE	11/17/2025	17.85	.00	
1504	ONE CALL OF WYOMING	77775	TICKETS FOR NOV CDC CODE	12/10/2025	198.45	.00	
1504	ONE CALL OF WYOMING	78121	TICKETS FOR DEC CDC CODE	01/09/2026	56.70	.00	
Total 1504:					273.00	.00	
7242	PITTS, SAMANTHA	04272026	MONTHLY IT HARDWARE PMT	04/27/2026	77.83	.00	
7242	PITTS, SAMANTHA	05052026	STAFF MEETING FOOD	05/05/2026	74.64	.00	
Total 7242:					152.47	.00	
4894	PLATT	7G63799	DECR OVRSZ PLT	04/17/2026	2.07	.00	
Total 4894:					2.07	.00	
7723	PREMIER CLEANING SERVICES	26075	STUDIO MOVE OUT CLEANING	04/22/2026	120.00	.00	
7723	PREMIER CLEANING SERVICES	26078	ADAMS CANYON CLEANING	04/24/2026	600.00	.00	
7723	PREMIER CLEANING SERVICES	26159	START & FLEET CLEANING	04/30/2026	304.00	.00	
7723	PREMIER CLEANING SERVICES	26159	START & FLEET CLEANING	04/30/2026	1,820.00	.00	
7723	PREMIER CLEANING SERVICES	26160	PW CLEANING	04/30/2026	1,214.00	.00	
Total 7723:					4,058.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775823549	HOSE	04/23/2026	1,284.23	.00	
6483	PREMIER TRUCK- SALT LAKE C	775825629	SENSORS	04/29/2026	155.67	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775763639	WARRANTY CREDIT	04/20/2026	191.57-	.00	
Total 6483:					1,248.33	.00	
6649	QUADIENT LEASING USA, INC.	Q2350615	LEASE PAYMENT	05/05/2026	541.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6649:					541.68	.00	
7066	R & A SAFETY LLC	38734	DRUG SCREEN	04/27/2026	90.50	.00	
7066	R & A SAFETY LLC	48553	DRUG SCREEN	04/02/2026	115.50	.00	
7066	R & A SAFETY LLC	48557	ADMIN FEE FOR OVER CHARG	04/02/2026	35.00	.00	
7066	R & A SAFETY LLC	48558	ADMIN FEE FOR OVER CHARG	04/02/2026	52.50	.00	
7066	R & A SAFETY LLC	48601	DRUG SCREEN	04/08/2026	90.50	.00	
7066	R & A SAFETY LLC	48625	DRUG SCREEN	04/09/2026	90.50	.00	
7066	R & A SAFETY LLC	48643	DRUG SCREEN	04/09/2026	90.50	.00	
7066	R & A SAFETY LLC	48670	DRUG SCREEN	04/16/2026	90.50	.00	
7066	R & A SAFETY LLC	48680	DRUG SCREEN	04/19/2026	115.50	.00	
7066	R & A SAFETY LLC	48683	DRUG SCREEN	04/17/2026	90.50	.00	
7066	R & A SAFETY LLC	48688	DRUG SCREEN	04/20/2026	90.50	.00	
7066	R & A SAFETY LLC	48695	DRUG SCREEN	04/22/2026	90.50	.00	
7066	R & A SAFETY LLC	48712	DRUG SCREEN	04/20/2026	90.50	.00	
7066	R & A SAFETY LLC	48713	DRUG SCREEN	04/23/2026	90.50	.00	
Total 7066:					1,223.50	.00	
7460	RAMANATHAN, BRINDA	060126	355 W Deloney A5 - June Rent	06/01/2026	2,500.00	.00	
Total 7460:					2,500.00	.00	
7341	RICH, SAMUEL	05052613140	BACK PROBE SET	05/05/2026	52.50	.00	
Total 7341:					52.50	.00	
7857	ROCK SOLID	050526	TRADE CREDIT	05/05/2026	1,872.00-	.00	
Total 7857:					1,872.00-	.00	
142	ROSSITER ELECTRIC MOTOR	02132026	REPLACED BEARINGS, SEALS,	02/13/2026	5,828.78	.00	
Total 142:					5,828.78	.00	
2310	SCHOLES, PAULINE	05012026	NAWLEE CONFERENCE	05/01/2026	433.18	.00	
Total 2310:					433.18	.00	
4359	SHERWIN-WILLIAMS CO.	018231611104	PAINT ADA SPACES	04/22/2026	555.45	.00	
4359	SHERWIN-WILLIAMS CO.	026801611104	PAINT	04/27/2026	194.87	.00	
4359	SHERWIN-WILLIAMS CO.	031001611104	PAINT	04/28/2026	1,216.35	.00	
4359	SHERWIN-WILLIAMS CO.	036881611104	PAINT	04/29/2026	415.42	.00	
4359	SHERWIN-WILLIAMS CO.	043141611105	PAINT	05/01/2026	226.01	.00	
Total 4359:					2,608.10	.00	
7435	SHORELINE CONSULTING	0000318	CONSULTING	04/24/2026	17,800.00	.00	
Total 7435:					17,800.00	.00	
4720	SILVERSTAR	05012026	MAY26-654791	05/01/2026	3,374.73	.00	
4720	SILVERSTAR	MAY26-54639	CIRCUIT SERVICES	05/01/2026	2,755.05	.00	
Total 4720:					6,129.78	.00	
7050	SOSA'S JANITORIAL SERVICE	0000252	TOWN HALL CLEANING	04/01/2026	6,187.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7050	SOSA'S JANITORIAL SERVICE	0000253	155 E PEARL CLEANING	04/04/2026	540.00	.00	
Total 7050:					6,727.50	.00	
7546	SPACE EXPLORATION TECHNO	INV-DF-US-6X	4 ROAM PLANS	05/01/2026	660.00	.00	
Total 7546:					660.00	.00	
3961	SPECTRUM	173067801040	INTERNET	04/07/2026	100.00	.00	
Total 3961:					100.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334663355	BALANCE TRANSFER FROM FO	03/25/2026	34.96	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334665270	VACCINE	04/30/2026	37.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334665271	SPAY & SURGERY	04/30/2026	692.85	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334665272	NEUTER & VACCINES	04/30/2026	215.04	.00	
Total 1505:					980.37	.00	
6838	SPSC POA - South Park Services	0501026	WATER & LOT FEE	05/01/2026	303.82	.00	
Total 6838:					303.82	.00	
4513	STANARD & ASSOCIATES, INC	SA000064455	LAW OFFICER SLECTION TEST	04/30/2026	255.29	.00	
Total 4513:					255.29	.00	
4294	STATE FIRE IDAHO	12676898	ANNUAL FIRE ALARM INSPECTI	04/30/2026	320.00	.00	
Total 4294:					320.00	.00	
5260	STEPHENS, SHAWN	04282026	ISC CONFERENCE	04/28/2026	518.20	.00	
Total 5260:					518.20	.00	
7227	STEPHENS, TALON	04272026	MONTHLY IT HARDWARE PMT	04/27/2026	77.83	.00	
Total 7227:					77.83	.00	
7854	STERRY, ROBERT	05012026	REIMBURSEMENT FOR POLICE	05/01/2026	1,536.74	.00	
Total 7854:					1,536.74	.00	
7843	STONE'S TOWN AND COUNTRY	51000237 1	SWITCH, SEALANT, SEAL, GAS	04/17/2026	696.31	.00	
7843	STONE'S TOWN AND COUNTRY	51000247 1	DISC BRAKE KIT	04/20/2026	321.53	.00	
7843	STONE'S TOWN AND COUNTRY	51000312 1	WOODRUFF, TENSIONER, BOLT	04/28/2026	356.07-	.00	
7843	STONE'S TOWN AND COUNTRY	51000355 1	SEALS, THERMOSTAT, & WATE	05/05/2026	454.04	.00	
Total 7843:					1,115.81	.00	
7858	STRETTON, CHRISTINE	05042026	CREDIT FOR WATER LEAK	05/04/2026	148.88	.00	
Total 7858:					148.88	.00	
6166	SUMMIT SAFETY LLC	HINV043527	HIVIS COVERALLS	04/20/2026	86.70	.00	
Total 6166:					86.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7859	T & T TOOLS INC	SI-00167503	INSULATED SOIL PROBE	05/01/2026	188.00	.00	
Total 7859:					188.00	.00	
581	TETON COUNTY INTEGRATED	12500	E WASTE DISPOSAL	04/14/2026	40.00	.00	
Total 581:					40.00	.00	
3898	TETON COUNTY PARKS & REC	041526	GRANT REIMBURSEMENT	04/15/2026	10,000.00	.00	
Total 3898:					10,000.00	.00	
6813	TETON COUNTY PLANNING & B	114	LEGACY PHILANTHROPY WOR	05/04/2026	3,000.00	.00	
Total 6813:					3,000.00	.00	
2362	TETON COUNTY PUBLIC HEALT	26-1363	DRINKING WATER TESTS	04/16/2026	500.00	.00	
Total 2362:					500.00	.00	
6902	TETON COUNTY PUBLIC WORK	2026-5	BUS PROCUREMENT	12/31/2025	918.00	.00	
6902	TETON COUNTY PUBLIC WORK	2026-5	GRANT ADMINISTRATION	12/31/2025	2,735.52	.00	
Total 6902:					3,653.52	.00	
1614	TETON COUNTY-FUND 10	03312026J	JT TRANSPORTATION PROJEC	03/31/2026	588.24	.00	
1614	TETON COUNTY-FUND 10	04302026A	DISPATCH APRIL 2026	04/30/2026	43,507.63	.00	
1614	TETON COUNTY-FUND 10	04302026B	COUNTY PLANNING STAFF AP	04/30/2026	5,798.76	.00	
1614	TETON COUNTY-FUND 10	04302026C	COUNTY TRANSPORTATION STA	04/30/2026	7,182.00	.00	
1614	TETON COUNTY-FUND 10	04302026E	PATHWAYS APRIL 2026	04/30/2026	6,282.48	.00	
1614	TETON COUNTY-FUND 10	04302026F	P&R MONTHLY CONTRIBUTION	04/30/2026	205,545.42	.00	
1614	TETON COUNTY-FUND 10	04302026G	FIRE EMS MONTHLY CONTRIB	04/30/2026	262,168.58	.00	
1614	TETON COUNTY-FUND 10	04302026H	HOUSING MONTHLY CONTRIBU	04/30/2026	49,582.08	.00	
1614	TETON COUNTY-FUND 10	04302026I	FIRE EMS CAPIAL CONTRIBUTI	04/30/2026	140,002.84	.00	
1614	TETON COUNTY-FUND 10	07312025J	JT TRANSPORTATION PROJEC	07/31/2025	7,340.00	.00	
1614	TETON COUNTY-FUND 10	07312025J	JT TRANSPORTATION PROJEC	07/31/2025	250.00	.00	
1614	TETON COUNTY-FUND 10	08312025J	JT TRANSPORTATION PROJEC	08/31/2025	49,475.15	.00	
1614	TETON COUNTY-FUND 10	08312025J	JT TRANSPORTATION PROJEC	08/31/2025	2,257.50	.00	
1614	TETON COUNTY-FUND 10	10312025J	JT TRANSPORTATION PROJEC	10/31/2025	881.15	.00	
Total 1614:					780,861.83	.00	
270	TETON RENTAL CENTER	1-501010	TORO DINGO, AUGER & BALL H	04/21/2026	293.00	.00	
Total 270:					293.00	.00	
6992	TETON ROPE ACCESS AND SE	1457	ASPEN HILLS CEMETERY RAKI	04/30/2026	4,705.00	.00	
6992	TETON ROPE ACCESS AND SE	1458	ASPEN HILLS CEMETERY LIMBI	04/30/2026	4,290.00	.00	
6992	TETON ROPE ACCESS AND SE	1459	ASPEN HILLS CEMETERY TREE	04/30/2026	4,170.00	.00	
Total 6992:					13,165.00	.00	
2694	TETON VALLEY NEWS	042669838	TETON VALLEY COMMUTER AD	04/30/2026	347.50	.00	
Total 2694:					347.50	.00	
7853	TETRA TECH INC	52575773	CORROSION CONTROL PLAN	04/17/2026	8,610.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7853:					8,610.00	.00	
3237	THE AFTERMARKET PARTS CO	84240601	CALIPERS	04/15/2026	4,248.06	.00	
3237	THE AFTERMARKET PARTS CO	8424487	SHAFT SEAL KIT	04/23/2026	263.80	.00	
3237	THE AFTERMARKET PARTS CO	84247793	LEFT ARM	04/17/2026	345.69	.00	
3237	THE AFTERMARKET PARTS CO	84259366	UNION TEE	04/28/2026	17.04	.00	
Total 3237:					4,874.59	.00	
3955	THOMSON WEST	853531033	SOFTWARE SUBSCRIPTION	05/01/2026	622.74	.00	
3955	THOMSON WEST	853531033	SOFTWARE SUBSCRIPTION	05/01/2026	622.74	.00	
Total 3955:					1,245.48	.00	
70	TK ELEVATOR CORP.	3009472876	FULL MAINTENANCE	05/01/2026	3,358.08	.00	
Total 70:					3,358.08	.00	
6591	T-MOBILE	MAY26-967529	INTERNET	04/21/2026	63.70	.00	
Total 6591:					63.70	.00	
6363	TMSC LLC	2026-005-02 0	940 SIMON REPLACE HEATERS	05/03/2026	937.50	.00	
6363	TMSC LLC	2026-005-07	SURVEY FOR LAYOUT DRAWIN	05/03/2026	530.00	.00	
6363	TMSC LLC	2026-005-07	RESEARCH POWER CAPABILIT	05/03/2026	795.00	.00	
6363	TMSC LLC	2026-005IT-1	CABLING REWORK LABOR	05/03/2026	2,971.83	.00	
Total 6363:					5,234.33	.00	
5038	TREFONAS LAW, P.C.	04302026	DEFENDER APRIL 2026	04/30/2026	3,294.99	.00	
Total 5038:					3,294.99	.00	
6628	VOTRUBA, ELLARE	0417026	NAWLEE CONFERENCE	04/17/2026	397.17	.00	
6628	VOTRUBA, ELLARE	05012026	BACKGROUND INVESTIGATION	05/01/2016	360.00	.00	
Total 6628:					757.17	.00	
517	WAM	18645	CONVENTION REGISTRATION	04/01/2026	240.00	.00	
517	WAM	18645	CONVENTION REGISTRATION	04/01/2026	810.00	.00	
Total 517:					1,050.00	.00	
2247	WATKINS, MARK	04162026	MILEAGE REIMBURSEMENT	04/16/2026	72.05	.00	
Total 2247:					72.05	.00	
7550	WBC PROPERTIES	060126	Virginian 69-7 - June Rent	06/01/2026	2,150.00	.00	
Total 7550:					2,150.00	.00	
192	WEBER, MICHELLE	04222026	IACP MID YEAR MTG	04/22/2026	294.29	.00	
192	WEBER, MICHELLE	05012026	NAWLEE CONFERENCE	05/01/2026	475.17	.00	
Total 192:					769.46	.00	
6160	WEST FORK CONSTRUCTION	APPLICATION	2025 HSR PUMP HOUSE	05/04/2026	45,320.41-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6160	WEST FORK CONSTRUCTION	APPLICATION	2025 HSR PUMP HOUSE	05/04/2026	45,320.41	.00	
6160	WEST FORK CONSTRUCTION	APPLICATION	2025 HSR PUMP HOUSE	05/04/2026	861,087.74	.00	
Total 6160:					861,087.74	.00	
2995	WHEELER TANK TESTING, INC.	3107	LINE AND LEAK TESTING & INS	04/23/2026	2,220.00	.00	
Total 2995:					2,220.00	.00	
6117	WILSON, JOHN	060126	Wildflower Court - June Rent	06/01/2026	2,400.00	.00	
Total 6117:					2,400.00	.00	
437	WORT HOTEL	START TOJ AP	BANQUET ROOM END OF SEAS	04/13/2026	7,508.16	.00	
Total 437:					7,508.16	.00	
3619	WY CHILD SUPPORT ENFORCE	05012026	266445	05/01/2026	452.30	452.30	05/01/2026
Total 3619:					452.30	452.30	
1767	WYOMING DEPARTMENT OF T	0430206	APRIL 2026 EV CHARGES	04/30/2026	96.49	.00	
Total 1767:					96.49	.00	
7065	WYOMING LAW ENFORCEMEN	05052026	OFFICER EDUCATION TRAININ	05/05/2026	110.00	.00	
Total 7065:					110.00	.00	
1764	WYOMING.COM INC	2334254	DOMAIN HOSTING	05/05/2026	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON WASTE, LLC	260430125145	940 SIMON TRASH	04/30/2026	45.00	.00	
2842	YELLOW IRON WASTE, LLC	260430125319	ADAMS CANYON TRASH	04/30/2026	55.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126139	START TRASH	04/30/2026	247.50	.00	
2842	YELLOW IRON WASTE, LLC	260430126174	ANIMAL SHELTER TRASH	04/30/2026	55.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126177	155 E PEARL TRASH	04/30/2026	378.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126235	200 E SNOW KING TRASH	04/30/2026	35.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126240	675 W SNOW KING TRASH	04/30/2026	485.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126244	WWTP TRASH	04/30/2026	336.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126252	400 W SNOW KING TRASH	04/30/2026	765.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126268	455 VINE TRASH	04/30/2026	275.00	.00	
2842	YELLOW IRON WASTE, LLC	260430126288	CORE SERVICES TRASH	04/30/2026	210.00	.00	
2842	YELLOW IRON WASTE, LLC	260504129261	ADAMS CANYON TRASH	05/04/2026	45.97	.00	
Total 2842:					2,932.47	.00	
633	YELLOWSTONE-TETON CLEAN	04082026	DOT CFI GRANT REIMBURSEM	04/08/2026	3,562.88	.00	
Total 633:					3,562.88	.00	
7585	ZORO TOOLS, INC.	INV18836044	BLOWER	04/20/2026	179.00	.00	
Total 7585:					179.00	.00	
Grand Totals:					2,433,900.25	63,332.20	

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

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

MUNICIPAL COURT, TOWN OF JACKSON – TETON COUNTY, WYOMING



Monthly Finance Report- April 2026

- During the month of April, the Court received \$24,769 in fines, costs, and fees.
- 354 cases were closed. 64 of those cases were dismissed (45 parking violations).
- 330 new cases were filed: 271 Parking Violations, 59 Traffic/Ordinance/Criminal summons.

The abbreviations used below can be defined as: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine, G=Found Guilty at Trial, DA=Deferred Adjudication, D=Dismissed, D-TS= Dismissed with Traffic School

CASES CLOSED in April (Parking violation notices not listed):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186008306AC	Animals- Biting People/other Domestic Animals causing wound- must appear	BF	150
186008522AC	Compulsory Auto Insurance	BF	560
186008578AC	Compulsory Auto Insurance	BF	560
186008643AC	Expired temporary permit/improper registration	BF	70
186008402AC	Expired temporary permit/improper registration	BF	140
186008498AC	Expired temporary permit/improper registration	BF	140
186008506AC	Expired temporary permit/improper registration	BF	140
186008510AC	Expired temporary permit/improper registration	BF	140
186008574AC	Expired temporary permit/improper registration	BF	140
186008453AC	Failure to Obey Traffic Control Device	BF	140
186008051AC	Failure to yield ROW	BF	90
186008582AC	Failure to yield ROW	BF	90
186008579AC	Improper Display of Tabs-registration	BF	90
186008374AC	Interference w/PD: Resisting officer	BF	325
186008377AC	Limitations on Backing	BF	100
186008540AC	Operating Under Suspended or revoked license	BF	440
186008470AC	Public intoxication	BF	50
186008542AC	Public intoxication	BF	50
186008327AC	Public intoxication	BF	175
186008435AC	Public intoxication	BF	175
186008443AC	Public intoxication	BF	175
186008565AC	Required to stop on flashing red signal	BF	100
186008572AC	Speeding 38/20	BF	150
186008090AC	Speeding 39/25	BF	130
186008548AC	Speeding 40/25	BF	135
186008448AC	Speeding 42/25	BF	145
186008451AC	Speeding 45/25	BF	160

186008501AC	Speeding urban - 45/30 mph zone	BF	195
186008392AC	Speeding urban - 46/30 mph zone	BF	202
186008509AC	Speeding urban - 46/30 mph zone	BF	202
186008418AC	Speeding urban - 47/30 mph zone	BF	209
186008553AC	Speeding urban - 47/30 mph zone	BF	209
186008576AC	Speeding urban - 47/30 mph zone	BF	209
186008503AC	Speeding urban - 59/30 mph zone	BF	323
186007499AC	Use of cell phone while driving prohibited	BF	75
186008427AC	Use of cell phone while driving prohibited	BF	75
186008593AC	Use of cell phone while driving prohibited	BF	75
186008594AC	Use of cell phone while driving prohibited	BF	75
186008595AC	Use of cell phone while driving prohibited	BF	75
186008335AC	Compulsory Auto Insurance	D- Per Town's Motion	0
186008070AC	Failure to Maintain Lane	D- Per Town's Motion	0
186008434AC	Marijuana: use and/or possession	D- Per Town's Motion	0
186008042AC	Operating Under Suspended or revoked license	D- Per Town's Motion	0
186008393AC	Public intoxication	D- Per Town's Motion	0
186008468AC	Required position & method of turning at intersections	D- Per Town's Motion	0
186008400AC	Speeding urban - 46/30 mph zone	D- Per Town's Motion	0
186008516AC	Taxi Vehicle Markings and Signage	D- Per Town's Motion	0
186008493AC	Use of cell phone while driving prohibited	D- Per Town's Motion	0
186008456AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008528AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008570AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008571AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008589AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008616AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008449AC	Speeding 48/30	D- TS	0
186008550AC	Stop Sign Violation	D- TS	0
186008519AC	Use of cell phone while driving prohibited	D- TS	0
186005654AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- In Accordance with WS 7-13-301 Deferred Adjudication	760
186006627AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	0
186007904AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810

STAFF REPORT



Meeting Date:	May 18, 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.

Recommendation.

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

Background, Analysis, and Key Policy Questions.

1. Temporary Access License Agreement
 - *Purpose:* The purpose of the temporary access license agreement is to allow the public to by-pass the construction on Gregory Lane, utilizing VO Lane and some additional sections of private land.
 - *Term:* 5 months, or until terminated
 - *Cost and Payment Terms:* Each easement will vary in cost, total cost of easements is between \$25,000 and \$75,000.
 - *Department & Budget Detail:* This item is for the Public Works Department and is included in the fund for the Gregory Lane ReBuild line item.
2. Workforce Ownership Deed Restriction for Property 105 Mercill Avenue Unit 205
 - *Purpose:* The purpose of this item is for the Council to consider a Workforce Ownership Deed Restriction for Property 105 Mercill Avenue Unit #205. The home is selling and requires a new restriction. This Restriction uses the template restriction approved by Council in February 2023.
 - *Term:* Deed restriction is perpetual
 - *Cost and Payment Terms:* \$0.00
 - *Department and Budget Detail:* This item is for the Housing Department and has no cost to the Department.

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. Temporary Access License Agreement
2. Workforce Ownership Deed Restriction for Property 105 Mercill Avenue Unit 205

Suggested Motion.

1. I move to approve the Temporary Access License Agreement, subject to minor changes by staff.
2. I move to approve the Workforce Ownership Deed Restriction for Property 105 Mercill Avenue Unit 205, subject to minor changes by staff.

TEMPORARY ACCESS LICENSE AGREEMENT

This Temporary Access License Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Licensee**"), and _____, a _____ of P.O. Box _____, Jackson, WY 83001 ("**Licensor**"). Collectively, Licensee and Licensor referred to herein as "**Parties**."

RECITALS

WHEREAS, Licensee is scheduled to perform a public works road construction project within the public right-of-way known as Gregory Lane during the period from _____ 2026 through _____, 2026 ("**Project**").

WHEREAS, in order to manage traffic along Gregory Lane during the Project, Licensee requires the temporary use of an alternative roadway to accommodate public vehicular, pedestrian and bicycle traffic.

WHEREAS, Licensee has identified a proposed alternative traffic route extending from Gregory Lane to Martin Lane across multiple properties, as depicted on Exhibit A attached hereto and incorporated herein by this reference (the "**Alternative Route**").

WHEREAS, a portion of the Alternative Route crosses real property owned or controlled by Licensor as set forth in the Teton County Land Records as PIDN _____ and legally described in Exhibit B attached hereto and made a part hereof by this reference ("**Property**").

WHEREAS, Licensor is willing to grant Licensee a temporary license to use the designated portion of Licensor's property included in the Alternative Route for traffic management purposes during the Project, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, the duties and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee its officers, officials, employees, agents, representatives, contractors and related personnel, subcontractors and related personnel, licensees, successors, and assigns, an exclusive irrevocable license during the Term (as defined below) to access, enter upon, and utilize that portion of the Property depicted on Exhibit A (the "**Licensed Area**") for the limited purpose of accommodating public vehicular, pedestrian and bicycle traffic, together with related traffic control and roadway uses associated with the Project during the Term. Such use shall include access by members of the general public utilizing the Licensed Area as part of the temporary traffic route. Licensee shall utilize the Licensed Area in compliance with all applicable rules, regulations and laws.
2. Term. The term of the license granted herein shall commence on _____, 2026 and shall expire five months from commencement or at such time as the Licensee ceases to use the Alternative Route or unless an extension is agreed to in writing by the Parties ("**Term**").
3. Temporary Improvements and Maintenance. Licensee hereby agrees to provide the following temporary improvements on the Alternative Route, including the Licensed Area:
 - a. Grading, dust guard, and all material necessary herein to make the roadway safe and usable.
 - b. Temporary roadway signage to provide traffic control, safety, and route information.
 - c. Regrading and revegetation of all disturbed areas within the Licensed Area back to their original condition, ordinary wear and tear excepted.
 - d. Maintenance of the Licensed Area for the entirety of the Term.
4. Reservation. Licensor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface of the Licensed Area, provided such use does not unreasonably impair, interfere with or obstruct the use of the Licensed Area by Licensee.

5. Binding Effect. The license granted herein shall inure to the benefit of Licensee, and Licensee's successors and assigns, during the Term. Licensor acknowledges that the Licensed Area shall be owned, conveyed, encumbered, leased, used, and developed subject to the license granted by the Licensor herein and the terms and conditions set forth herein, which shall run with the Licensed Area and shall be binding on all parties having or acquiring legal title, possession, or other interest in the Licensed Area, or any part thereof, during the Term.
6. Restoration. Licensee covenants and warrants that, at its sole cost and expense, the surface of the Licensed Area that is disturbed or damaged by Licensee or at Licensee's direction, shall be restored prior to the expiration or termination of the Term to an equivalent or better condition than it was found in immediately prior to the commencement of the Term. If weather conditions or other circumstances would make such restoration imprudent to complete, then the restoration shall be completed within a time agreed to in writing by the Parties.
7. Warranties; No Assumption of Liabilities. Licensor makes no representations or warranties, express or implied, in connection with the Licensed Area, whether of title, fitness of use, condition, purpose, or of any other nature. Licensor, by granting, declaring and establishing the license herein, does not assume any responsibilities or liabilities with respect thereto. Notwithstanding the foregoing, Licensor represents and warrants that Licensor has the authority to grant the license contained herein.
8. No Merger. This Agreement and the license and rights declared herein are intended to remain separate from the Licensor's fee simple interest in the Property and shall not merge therewith.
9. No Liability for Property, Equipment, or Materials. Licensor shall have no liability of any kind whatsoever for the loss, theft, or damage of or to any of Licensee's or its contractors' property, equipment, or materials placed or installed on the Licensed Area, except to the extent any loss, theft, or damage is a result of the negligent acts or willful misconduct of Licensor.
10. Compliance with Laws, Rules, and Regulations. Licensee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinances, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements at Licensee's sole cost and expense.
11. Enforcement. If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.
12. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

To Town: Town of Jackson
P.O. Box 1687
Jackson, WY 83001
Email: clerk@jacksonwy.gov

To _____
P.O. Box _____
Jackson, WY 83001
Email: _____

Any party may change its address or email address for notice purposes by providing written notice to the other parties in accordance with the terms of this provision.

13. General Provisions.

- a. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by the Parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- b. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. Section Headings. The headings to the sections of this Agreement are solely for convenience and reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provision contained herein.
- d. Counterpart; Digital 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
- e. Entire Agreement and Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matter contained herein, and no prior or separate agreements between the Parties are waived or merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the Parties.
- f. Governmental Immunity. Licensee does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- g. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

TOWN:
TOWN OF JACKSON

By: Arne Jorgensen
Its: Mayor

ATTEST:

By: Riley Hovorka
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2025 by Arne Jorgensen, as Mayor of the Town of Jackson, and Riley Hovorak, as the Town Clerk of the Town of Jackson who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

LICENSOR:

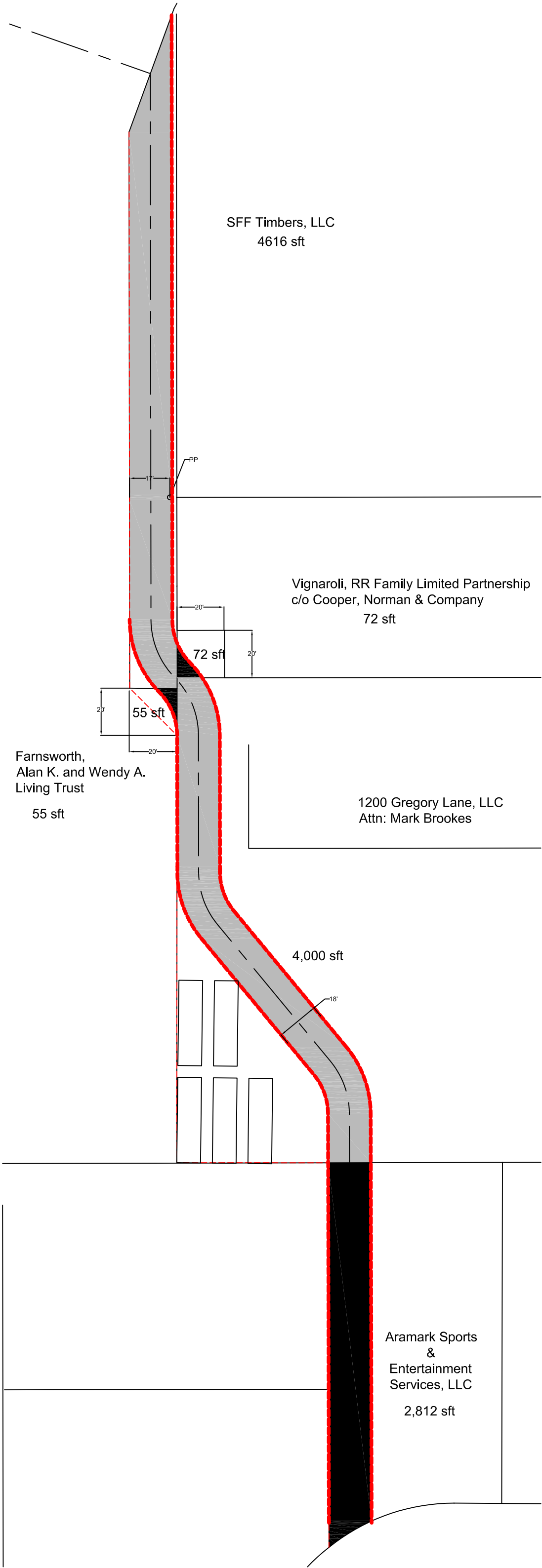
PARTY

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025 by _____, as
_____ of _____ who is personally known to me or has
established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____



**Workforce Ownership Deed Restriction for Property
Located at 105 Mercill Unit #205
Mercill Avenue Condominiums**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), 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 the Town of Jackson, Wyoming, and more specifically described as follows:

Unit 205 of the Mercill Avenue Condominiums Addition to the Town of Jackson, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on March 28th, 2023 as Plat No. 1450 and as further defined and described in that Declaration of Condominium for Mercill Avenue Condominiums recorded in the Office of the Teton County Clerk on March 28th, 2023 as Document Number 1056241, and any amendments and supplements thereto recorded in the Office of the Teton County Clerk of Teton County, Wyoming from time to time.

PIDN:22-41-16-28-4-35-009] ("Land")

WHEREAS, this restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Workforce Ownership Housing Located at 105 Mercill Avenue; recorded on March 28, 2023, As Document Number 1056245 in the Teton County Clerk's office (hereafter "the 2023 Restriction");

WHEREAS, as a condition of its approval for Building Permit #B20-0512 and the Condo Plat Approval P22-298 (collectively, "FDP Approval") Owner was required to dedicate thirty (30) Workforce units whose owners or tenants will occupy the units as their sole primary residences and to place a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations").

WHEREAS, in accordance with Section 11.C of the 2023 Restriction, Owner and Town of Jackson desire to amend and restate the restriction for the following Residential Unit;

- Unit 205, with 1 bedroom. ("Residential Unit").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to Wyoming Statutes §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. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time, and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guidelines 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;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of the FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and the 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 the FDP Approval, Declarant hereby declares, covenants, and agrees for itself and each and every person, organization, partnership, or other entity acquiring ownership of the Land and/or Residential Unit, that such Land and/or Residential Unit shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I OWNERSHIP

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

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

1.1.2 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations. A maximum of 25% of all Household income may be obtained from non-local sources, as set forth in the Rules & Regulations.

1.1.3 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity,

including, without limitation, a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

- 1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.
- 1.3 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations no later than one year after receipt of a certificate of occupancy for the Residential Unit.
- 1.4 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. Guests over the age of 18 shall not occupy the Residential Unit for more than 30 cumulative days per calendar year.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior, exterior, 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, but is not required to, take action to restore the unit to a safe, decent, and sanitary condition, and be reimbursed by Declarant 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 as determined at the sole discretion of the Housing Department. 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, defined as any set of rules and governing the use of the Residential Unit that are recorded in the Teton County Clerk's records by a Homeowner's Association or other entity; and all supplements and amendments thereto.

- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in this Restriction and the Rules and Regulations.
- 2.9 Renting. The Residential Unit may not be rented, nor may any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure except to the extent allowed in Rules & Regulations. Neither shall the same be otherwise occupied by persons other than as permitted in this Restriction.
- 2.10 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submissions, and all supplemental requests as set forth in the Rules and Regulations. The documentation required to be provided by the Declarant and any prospective purchaser of the Residential Unit may include, but is not limited to, 1040 tax returns, W-2s, employment affidavits, bank statements, court decrees, etc. for the Qualified Household.
- 2.11 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

- 3.1 Initial Sale of Residential Unit. At the time of sale from Declarant to a new owner ("Initial Sale"), the Residential Unit may only be sold to a Qualified Household at a purchase price as Declarant and prospective buyer may determine and subject to this Restriction. After Declarant and a prospective buyer enter into an agreement for the purchase and sale of the Unit, and at least 30 days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. All subsequent sales shall be executed in accordance with Article 3.2.
- 3.2 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.3. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. At its sole discretion, the Housing Department may approve the use of a realtor. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit. The prospective purchaser of the Residential Unit must attend a compliance conference with the Housing Department prior to initial and each subsequent closing on the purchase of the Residential Unit.
- 3.3 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per

year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration, maintenance, cleaning, or repair of a Residential Unit (including, without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that, upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by Town of Jackson, Wyoming. This Restriction may be terminated after a determination by Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article V Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article V, Qualified Mortgage. If JTCHA fails to exercise its rights

within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.

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

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

ARTICLE V QUALIFIED MORTGAGE

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

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

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

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

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

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

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

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

5.1.3.5 the provider of a loan as described in Article 5.1.

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

5.2.1 be deemed unsecured; and

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

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

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

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

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

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

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

ARTICLE VI TRANSFER

6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.1 and 3.2, and only or transferred as follows, in accordance with the Rules and Regulations:

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

6.1.2 Death. The provisions contained in this Article 6.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of the Declarant, the transfer of the Residential Unit will be as set forth in the Rules and Regulations.

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

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

- 6.1.3.2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, they shall cooperate with the Housing Department to effectuate the sale, conveyance, or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance, or transfer.
- 6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.
- 6.1.3.4 A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE VII GENERAL PROVISIONS

7.1 Breach.

- 7.1.1 Breach Defined. Each of the following shall be considered a breach hereof (“Breach”).
 - 7.1.1.1 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.
 - 7.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date of the first notice of any such failure to pay or perform.
 - 7.1.1.3 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.
 - 7.1.1.4 Fraud, perjury, or material misrepresentation by Declarant or an occupant of the Residential Unit 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.
- 7.1.2 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.
- 7.1.3 Court Enforcement. After exhausting the administrative process required by Article 7.1.2, any order of the Housing Authority Board may be appealed in a court of competent jurisdiction as defined in Section 7.7 of this Restriction.
- 7.1.4 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:

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

7.1.4.1.1 If the Option is exercised and a loan described in Article 5.1 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").

7.1.4.1.2 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.

7.1.4.1.3 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 Breach.

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;

SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on 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 be liable for such deficiency.

7.1.4.4 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.

7.1.5 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.

7.1.6 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 of up to \$750/day to the extent permitted by the Land Development Regulations for violations. 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.

7.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds 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 Choose an item., Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

7.1.8 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.

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

7.3 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 Town of Jackson, Wyoming.

7.4 Notices. All notices required to be served upon Declarant and 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 the day it is mailed.

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

- 7.5 Attorney's Fees. In the event Town of Jackson, JTCHA, or the Housing Department shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, and is the prevailing party, Town of Jackson, JTCHA, or the Housing Department 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and Town of Jackson, Wyoming, and each entity's directors, officers, agents, and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and Town of Jackson, Wyoming.
- 7.12 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.
- 7.13 Governmental Immunity. Neither Choose an item., 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 Wyoming Statutes Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the Effective Date.

OWNER:

By: Brian P. Baker

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2026, the foregoing Restriction was acknowledged before me by Brian P. Baker as Owner of 105 Merciall Unit #205, Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON

Arne Jorgensen Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2026, the foregoing Restriction was acknowledged before me by Arne Jorgensen as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

Riley Havorka, Town Clerk

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular – Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Continuity of Miller Park Use and Operation: Corrected Warranty Deed	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a Corrected Warranty Deed between the Town and Teton County School District No. 1 ("School District") for Miller Park. The correction is necessary to include use restrictions ensuring Miller Park is retained and used for public outdoor recreation in perpetuity, as required by the Land and Water Conservation Fund Act, which provided federal grant funding for recreational amenities at Miller Park in 1974.

Recommendations.

Staff recommends Council approve the Corrected Warranty Deed between the Town of Jackson and Teton County School District No. 1.

Background.

The history of Miller Park begins in 1924 when Grace and Robert Miller entered a use and transfer agreement with the School District, pursuant to which the School District ultimately obtained the property in 1964. Thereafter the following milestones occurred:

- In the 1960s Teton County 4-H constructed the building on Miller Park.
- In 1974, Jackson/Teton County Parks & Recreation received/used a federal grant, Land and Water Conservation Fund (LWCF), via the Wyoming Outdoor Recreation Office for recreation amenities at Miller Park. The LWCF Act requires property developed with LWCF assistance to be retained and used for public outdoor recreation in *perpetuity*.
- In 1998 the School District transferred Miller Park to the Town via a Warranty Deed.

In 2025, the Wyoming Outdoor Recreation Office contacted Parks & Recreation regarding "close-out" for the LWCF grant, which is the final, formal process required to complete a LWCF grant project. This process involves a perpetuity agreement (attached to this staff report as the Boundary Map) confirming Miller Park is used for recreational purposes only. Upon reviewing the documents and correspondence from the Wyoming Outdoor Recreation Office, it was clear the Warranty Deed via which Miller Park was transferred to the Town in 1998 did not contain use restrictions for recreational purposes in perpetuity.

Analysis & Key Policy Questions.

In order to comply with the perpetuity agreement from the Wyoming Outdoor Recreation Office for Miller Park and be eligible for LWCF grant funding in the future, the Legal Department has been in contact with the Teton County School District No. 1 (Sara Van Genderen, Counsel) for the past year to obtain the School District's approval of a Corrected Warranty Deed which includes the necessary language to satisfy the Wyoming Outdoor Recreation Office and the U.S. Department of the Interior National Park Service.

The School District finally approved the document at its April 2026 board meeting, and it is attached for Council consideration.

Key Question:

Does Council approve of the Corrected Warranty Deed between the Town and Teton County School District No. 1?

Possible Alternatives.

Alternative 1: Approve the Corrected Warranty Deed as presented. Staff recommend this alternative.

Alternative 2: Decline to approve the Corrected Warranty Deed. Council could decline to approve the deed. This would leave the 1998 Warranty Deed without the required perpetuity language, make the Town ineligible for future LWCF grant funding, and require providing property of equal value to Miller Park. Staff do not recommend this alternative.

Comprehensive Plan & Priority Alignment.

This item aligns with the Town Comprehensive Plan under Common Value #3 — Quality of Life, and Chapter 8 — Quality Community Service Provision:

- Principle 8.1 — Maintain current, coordinated service delivery.
- Policy 8.1.a — Maintain current, coordinated plans for delivery of desired service levels.

Approving the Corrected Warranty Deed ensures that Miller Park, a community recreational asset in use since 1924, remains protected for public outdoor recreation in perpetuity, consistent with the Comprehensive Plan's emphasis on maintaining quality recreational services and facilities for residents and visitors.

Fiscal Impact.

There is no fiscal impact of these actions; the financial obligations of the parties are materially unchanged by correcting the Warranty Deed. Approval does, however, preserve the Town's eligibility for future Land and Water Conservation Fund grant funding, which represents a potential future benefit to the Town's parks and recreation capital program.

Staff Impact.

This item required approximately one year of coordination with the School District and the Wyoming Outdoor Recreation Office, with an estimated 50 hours in the Legal Department over that period. There will be no further staff time after Council approval.

Attachments or Links.

- Corrected Warranty Deed Between the Town and Teton County School District No. 1.
- Miller Park LWCF Boundary Map

Suggested Motion.

I move to approve the Corrected Warranty Deed between the Town of Jackson and the Teton County School District No. 1, subject to minor changes by staff.

CORRECTED WARRANTY DEED

THIS CORRECTED WARRANTY DEED is dated this 30th day of April 2026, and is made between Teton County School District No. 1, State of Wyoming, 1235 Gregory Lane, Jackson, Wyoming 83001 ("**Grantor**") and the Town of Jackson, a municipal corporation of the State of Wyoming, 150 E. Pearl Avenue, Jackson, Wyoming 83001 ("**Grantee**") for the below described property,

All of Block Five of the Original Townsite of the Town of Jackson, Teton County, Wyoming ("**Subject Property**")

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, excepting therefrom any and all improvements belonging to third parties, and including any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, encroachments, rights-of-way and easements of sight or record, and subject to that certain Transfer and Use Agreement dated January 27, 1998 and recorded with the Office of the Teton County Clerk on the 6th day of March, 1998 in Book 350 Photo Pages 283-319.

WHEREAS, Grantor and Grantee are parties to that certain Transfer and Use Agreement ("**Use Transfer**") dated January 27, 1998, recorded March 4, 1998, at Book 350, Pages 827-97, Document 0458895, official records of Teton County, Wyoming;

WHEREAS, Grantor and Grantee are parties to that certain Warranty Deed ("**Warranty Deed**") dated October 20, 1999, recorded October 22, 1999, at Book 387, Pages 223-224, Document 0502167, official records of Teton County, Wyoming;

WHEREAS, the Use Transfer required deed restrictions be placed on the Subject Property for the use of recreational purposes only; and

WHEREAS, the Warranty Deed did not express the required the deed restrictions.

NOW, THEREFORE, Grantor and Grantee desire to correct the Warranty Deed and hereby expressly agree that the Subject Property is restricted for the use of public recreational purposes, only, except as noted herein, in perpetuity.

Grantor hereby reserves all rights, title, and interest in any and all subsurface mineral estates, to include oil, natural gas, and all minerals in or under the property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or anywise thereunto appertaining,

and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

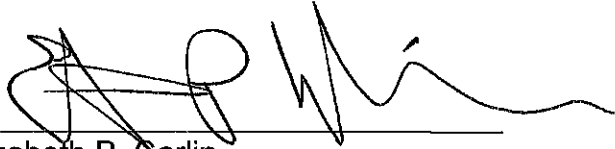
Consistent with the Land and Water Conservation Fund Act of 1965 (Public Law 88-578; 78 Stat. 897) Section 6(f)(3) (the "Act"), the surface rights of this property shall not be wholly or partly converted to other than public outdoor recreation uses without the pre-approval of State Parks and Cultural Resources and the U.S. Department of the Interior, excepting that the building owned, occupied, and used by the University of Wyoming 4-H Extension Program (circa 1970) which has been deemed a conforming and grandfathered use by the Wyoming Land and Water Conservation Fund Program, administered by Wyoming State Parks and Cultural Resources ("SPCR") as the State Liaison Office under the Act, by document from SPCR dated November 11, 2024, which specifically provides that, if the building is open to the public, includes public restrooms, and does not change in size, it is considered to support outdoor recreation as a secondary feature.

SUBJECT, HOWEVER, to all reservations, restrictions, exceptions, easements, rights-of-way and encumbrances, of any nature or kind, which are of record or of sight, and which are hereby excepted from the warranty provided hereunder.

[SIGNATURES ON THE FOLLOWING PAGES]

GRANTOR:

**TETON COUNTY SCHOOL DISTRICT NO. 1,
State of Wyoming**

By: 
Elizabeth P. Carlin
Its: Chair

Attest:

Katherine L. Mead, Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

This instrument was acknowledged before me on the ____ day of April 2026, when Elizabeth P. Carlin executed the Corrected Warranty Deed as the Chair of the Board of Trustees of Teton County School District No. 1, State of Wyoming, with the authority to execute this document.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

GRANTEE:

TOWN OF JACKSON

Arne Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

This instrument was acknowledged before me on the _____ day of April 2026 when Arne Jorgensen executed the Corrected Warranty Deed as the Mayor of the Town of Jackson, Wyoming, with the authority to execute this document.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____

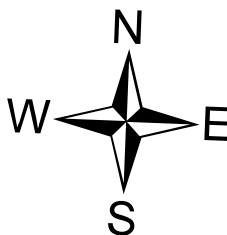
Miller Park LWCF Boundary Map



 Miller Park Boundary

Miller Park Map Service Layer Credits:
Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri Community Maps
Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US
Census Bureau, USDA, USFWS, Esri, USGS, Maxar

Site Location Map Service Layer Credits:
Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri Community Maps
Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US
Census Bureau, USDA, USFWS, Esri, USGS, Maxar



LWCF Recreational Area Boundary Map

Project #: 56-00931

Sponsor: Teton County: Teton County/ Jackson
Parks and Recreation

Project Name: Teton Co. Miller Park Pedestrian
Sidewalk & ADA Improvements
Property Name: Miller Park
Property Address:
255 West Deloney Street, Jackson WY 83128

Previous LWCF Projects on site:
56-00153 and 56-00808

Section: 28
Township: 41N 116W
Block: 5
Lots: 1 - 20

Latitude and Longitude: 43.4804 , -110.7658

LWCF Acres: 3.44
Existing: 3.44 New: 0 Total: 3.44

Date:

Sponsor Signature:

Sponsor Signature:

Map preparer's name and credentials:
Kristina Richter, GIS Specialist, Wyoming SPCR



STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	845 Cache Creek Drive – Encroachment Agreement (E26-0038)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider the encroachments and an encroachment agreement for part of a historical structure and parking that encroach within the right-of-way at 845 Cache Creek.

Recommendations.

Staff recommend that the Town Council approve the encroachments and the encroachment agreement.

Background.

The lot at 845 Cache Creek Drive is unique with a combination of steep hillsides, a natural spring, reservoir, historic structures, and irregular shape, only a quarter of the lot is developable. It is likely these factors that lead to the original historic structure being built as it is, encroaching into the right-of-way and with its parking wholly within the right-of-way. There are two dwelling units within the existing structure on the property.

In 2016, contemporaneously with the sale of the property by long time valley resident and centenarian Inger Peschcke-Koedt's Trust, the Town executed an encroachment agreement for a variety of established encroachments, including part of the historic house, parking, detached shed, and fenced area yard all of which encroach to some degree into the right of way.

The property has sold again, and the new owner is proposing to add an Accessory Residential Unit (ARU) to the property. The additional ARU requires additional parking. Combined, the two existing and one new living units, require five parking spaces. The applicant applied for an Administrative Adjustment (P25-168) to reduce the required number of parking spaces from five to four. The planning director approved the request with two conditions:

- 1) Prior to submittal of a building permit for the ARU, an amended Encroachment Agreement for the parking shall be approved by the Town Council; and*
- 2) Prior to issuance of Certificate of Occupancy for the ARU, the applicant shall complete the improvements identified in the attached Alternative 1 Parking & Access Plan, including driveway narrowing to 20 feet at the street, fence realignment, landscaping, grade adjustments, and parking space improvements to ensure all parking is paved.*

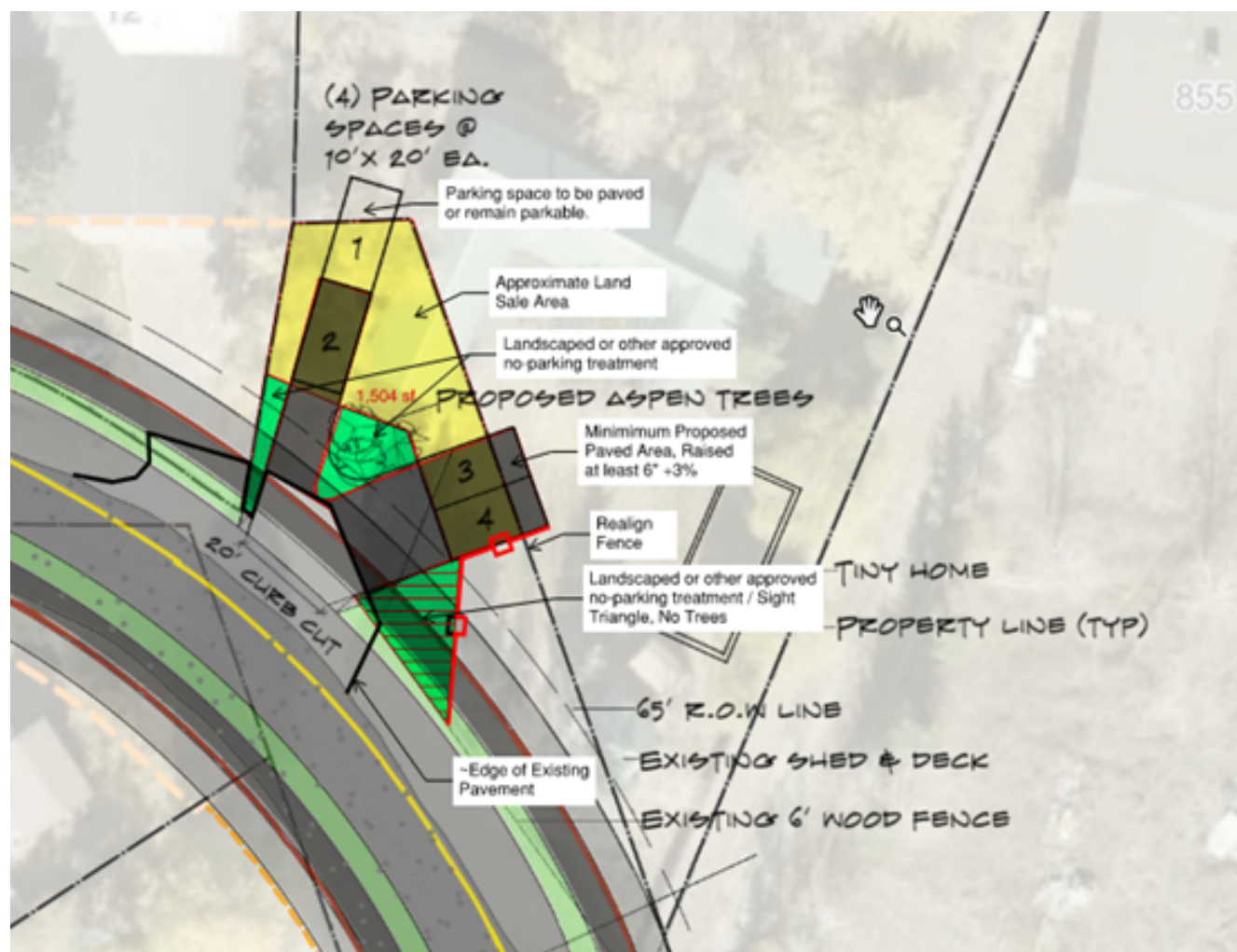


Figure 1 Alternative 1 Parking & Access Plan

This application for an encroachment agreement is to satisfy the administrative adjustments first condition of approval.

Analysis

While parking is typically required to be provided on-site, doing so in this case would necessitate excessively long driveways due to the atypical distance between the roadway and the property line. From a practical standpoint, it is more appropriate to maintain and improve the existing parking within the ROW rather than require on-site parking that would result in driveway lengths exceeding 60 feet. Such a configuration could lead to multiple vehicles (more than two) being stacked within a single parking lane, which is neither functional nor permitted under the LDRs.

Planning and Engineering staff found that adding parking to the existing configuration would be problematic for the Town when Cache Creek Drive is redeveloped and requested that the developer devise a parking plan that provides the minimum amount of required parking and does not interfere with a 65-foot wide road corridor.

The applicant has demonstrated, through a conceptual roadway design (Figure 1), that if Cache Creek Drive is improved as a complete street in the future, the proposed parking configuration and associated improvements would not impede those efforts, nor would the required four parking spaces be compromised.

Additionally, the conceptual roadway analysis showed that due to the irregular shape of the right-of-way (ROW) there are about 3,000 square feet of ROW that are outside of a typical road corridor and that would be difficult to incorporate or utilize for public purpose. The area is currently used by the applicant for parking and includes the encroaching structure. If this piece of land were sold to the property owner then the encroaching structure and parking would all be on-site.

Possible Alternatives.

- ALTERNATIVE 1: Town Council may choose to deny the request. This in turn would rescind the administrative adjustment because the first condition of its approval could not be met and the applicant would need to reconsider their development options.
- ALTERNATIVE 2: Town Council may chose to approve the request and/or agreement with its own conditions of approval or request additional information from staff and continue the item .
- ALTERNATIVE 3: Town Council may deny the request for the new agreement that allows for additional parking and direct the applicant to pursue purchase of the approximate 3,000 square feet land from the Town for the historic structure and required parking.

Comprehensive Plan & Priority Alignment.

This application supports the following Comp Plan priorities:

- **Common Value 3: Quality of Life. Section 5. Local Workforce Housing:** The proposed project will provide an additional unrestricted rental unit within Town.

Fiscal Impact.

The fees for the project included an application fee of \$53, an Encroachment Request processing fee of \$637, an Encroachment Agreement Fee of \$637, and staff review time approximately \$1,860; totaling \$3,187.

There are no Town costs for the Town.

Staff Impact.

It is estimated that the following hours were spent by staff on the application and agreement:

Town Planning: 2-4 hours; Legal: 4-6, and Engineering: 6-8.

Attachments or Links.

1. Encroachment Agreement.

Suggested Motion.

I move to approve the encroachments and the encroachment agreement subject to minor changes by staff, and authorize the mayor to sign the agreement.

TOWN OF JACKSON
AMENDED AND RESTATED ENCROACHMENT AGREEMENT

THIS AMENDED AND RESTATED ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date") by and between 845 CACHE LLC – ROB NEILL, whose mailing address is Stealth Holdings P.O. Box 12111 Jackson Wyoming 83002 ("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 ("Town"). Encroaching Party and the Town are collectively referred to herein as the "Parties."

RECITALS

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

Street Address: 845 Cache Creek Drive, Jackson WY

Legal Description: Lot 14 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the office of the Teton County Clerk on February 25, 1980 as Plat No. 401.

PIDN: 22-41-16-34-1-27-005

WHEREAS, the Town is the owner of that certain public right-of-way known as Cache Creek Drive which adjoins the Property ("Right-of-Way").

WHEREAS, the Property is subject to an Encroachment Agreement recorded in the office of the Teton County Wyoming Clerk on August 23, 2016, Document No. 0911816 ("Original Agreement") pursuant to which the Town allowed certain portions of private improvements existing on the Property to encroach upon the Right-of-Way, specifically portions of the main house, parking, fencing, driveway and a detached storage shed as depicted and described in Exhibit A attached hereto and incorporated herein by this reference ("Original Encroaching Improvements").

WHEREAS, the Encroaching Party is a successor in interest to the encroaching party under the Original Agreement, the covenants of which run with the Property and are binding upon the parties thereto and their respective successors and assigns.

WHEREAS, in connection with the Encroaching Party's desire to construct an additional dwelling unit on the Property ("ARU"), the Encroaching Party applied for an administrative adjustment (P25-168), to reduce the number of required parking spaces, which application was approved by the Town's Planning Department, subject to conditions of approval that include amending the Original Agreement to account for modifications to the permitted uses within the existing encroachment area resulting from P25-168.

WHEREAS, the Town is willing to allow the continued encroachment and use of the Right-of-Way with respect to the Original Encroaching Improvements and modifications to those improvements solely to the extent that the modifications are in accordance with P25-168.

WHEREAS, the allowed modifications are set forth in the Alternative 1 Parking & Access Plan, including driveway narrowing to 20 feet at the street, fence realignment, landscaping, grade adjustments, and parking space improvements to ensure all parking is paved ("Approved Modifications"), which comprises Exhibit B to this Agreement, incorporated herein by this reference.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid recitals and good and valuable consideration, the receipt of which is hereby acknowledged, Encroaching Party and the Town do mutually covenant and agree as follows:

1. AMENDMENT AND RESTATEMENT. The Parties hereby amend and restate the Original Agreement in its entirety. From and after the Effective Date of this Agreement, the Original Agreement shall be amended and restated to read as set forth herein. The Parties acknowledge that this Agreement supersedes and replaces the Original Agreement.
2. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the Town all right, title, and interest now owned or hereafter acquired in and to the afore-referenced public Right-of-Way.
3. ACKNOWLEDGMENT OF TOWN'S RIGHTS: Encroaching Party acknowledges the Town's exclusive right, title, and interest in the Right-of-Way and that it cannot acquire any right, title, or interest in the Right-

of-Way now or hereafter, without the Town's express written agreement.

4. AGREEMENT TO ALLOW ENCROACHMENT: The Town agrees that Encroaching Party is permitted to maintain the Original Encroaching Improvements with respect to those portions that extend beyond the boundary line of the Property into the Right-of-Way, subject to the Approved Modifications set forth in paragraph 6 below and the Exhibits attached hereto. For purposes of this Agreement, "Updated Encroaching Improvements" shall mean the Original Encroachment Improvements identified in Exhibit A as modified to the extent of the Approved Modifications as depicted in Exhibit B. For the avoidance of doubt, any portion of the Original Encroaching Improvements not expressly subject to an Approved Modification shall remain unchanged. In the event of any conflict or inconsistency between Exhibit A and Exhibit B, Exhibit B and the Approved Modifications shall control.

Except as expressly required or permitted by the Approved Modifications, under no circumstances shall the Encroaching Party increase the encroachment or alter the Updated Encroaching Improvements, without prior written approval (including applicable regulatory approval) of the Town.

5. EFFECT OF NON-COMPLETION OF CONSTRUCTION PURSUANT TO P25-168. In the event the Encroaching Party does not obtain a building permit for the work pursuant to P25-168 by April 7, 2027, or having obtained such permit does not complete construction and obtain a certificate of occupancy for the ARU by _____, the Original Encroaching Improvements may remain in the condition in which they exist as depicted on Exhibit A as of the date of execution of this Agreement and shall continue to be governed by this Agreement.
6. CONDITIONS OF APPROVAL: The conditions of approval for the Approved Modifications associated with P25-168 are incorporated into this Agreement and shall continuously apply to the Updated Encroaching Improvements. They include:
 - i. Designated Parking Only. Parking within the Right-of-Way is approved solely within those areas designated for parking in Exhibit B. Only parking within the designated parking areas shall be recognized by the Town as satisfying the parking requirements of P25-168.
 - ii. Paving Requirements. Any parking area and associated approach to the Property within the Right-of-Way with direct access from the Right-of-Way shall be paved in accordance with applicable Town standards, including applicable Land Development Regulations or successor requirements, as a minimum requirement.
 - iii. Sight Triangle. The Encroaching Party shall construct and maintain a "sight triangle" sufficient to provide clear visibility of westbound traffic, as depicted in Exhibit B. No landscaping, fencing, raised surfaces, or other improvements shall be installed or maintained within the Sight Triangle that would obstruct or impair visibility.
 - iv. Fence Realignment. Any fencing within the Right-of-Way shall be realigned as necessary to clearly delineate parking areas, access drives, accommodate sight triangles, and circulation patterns.
 - v. Landscaping / No-Parking Areas. Except for the Sight Triangle described in subsection iii, areas within the Right-of-Way that are not utilized for access or parking shall be maintained as landscaping or other approved no-parking treatments. All landscaping and no-parking treatments permitted under this subsection shall be subject to the visibility requirements of the Sight Triangle and shall otherwise be acceptable to the Town.

7. ENCROACHING PARTY OBLIGATIONS: For purposes of this Agreement, "Applicable Encroachment Improvements" shall mean (i) the Updated Encroaching Improvements, or (ii) if the ARU is not completed and approved for occupancy as described in paragraph 5, the Original Encroachment Improvements. Encroaching Party shall comply with the following ongoing obligations with respect to the Applicable Encroachment Improvements:

- i. The Encroaching Party shall execute this Agreement within six (6) months following the Jackson Town Council's approval of this Agreement. The Parties acknowledge that this Agreement governs the continued presence and use of the Original Encroachment Improvements within the Right-of-Way, and timely execution of this Agreement is required regardless of whether the ARU is constructed. Failure to timely execute this Agreement may result in revocation of permission to maintain the Original Encroachment Improvements, as determined by the Town in its discretion.
- ii. The Encroaching Party shall be solely responsible for all costs associated with (a) compliance with paragraph 6, and (b) implementation of the Approved Modifications and (c) any redevelopment, land transfer, or modification affecting the Property or the portion

of the Right-of-Way encumbered by the Applicable Encroachment Improvements including without limitation all surveying, engineering, design, permitting, and construction costs.

- iii. The Encroaching Party acknowledges and agrees that, although parking, fencing, and landscaping (including trees) are currently accommodated within the Right-of-Way, the Town may at any time and for any reason restrict, remove, or otherwise eliminate such parking, fencing and landscaping, including in connection with reconstruction or improvement of Cache Creek Drive or other public infrastructure. In such event, the Encroaching Party shall be solely responsible, at its cost, for all demolition and removal of such improvements located within the encroachment area, as well as providing any required replacement or additional parking necessary to maintain compliance with applicable Town requirements. Town shall not be responsible for the cost to replace any fencing or landscaping removed.
- iv. Encroaching Party shall be solely responsible for any loss of or damage to the Right-of-Way resulting from the encroachment or from the Encroaching Party's use, installation, maintenance, repair, or removal of the Updated Encroaching Improvements.

8. RIGHT-OF-WAY ACCESS:

- i. Encroaching Party shall have the right from time to time to go upon the adjoining Right-of-Way for the purpose of maintaining the Applicable Encroaching Improvements, 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.
- ii. Encroaching Party is responsible for obtaining any required permits for all maintenance activities requiring access, use, occupation, etc. of the Right-of-Way.
- iii. The Town retains the right to access, use, maintain, construct, reconstruct, improve and operate the Right-of-Way as it may at any time, and may from time to time, desire within the limits of the Right-of-Way. The Encroaching Party shall not interfere with such activities.

9. RELEASE OF CLAIMS: Encroaching Party, and its successors and assigns, hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal use by the public and the Town use, maintenance, construction, repair, or replacement activities by the Town associated with the Right-of-Way and any of the utilities within the Town rights-of-way and which may arise due to the proximity of the Applicable Encroaching Improvements to the work activity being conducted by the Town, except to the extent caused by the negligent or willful acts or omissions of the Town or its contractors.

10. INDEMNIFICATION: Encroaching Party, and its successors 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 Applicable Encroaching Improvements, except to the extent the same arise out of 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 Applicable Encroaching Improvements 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 Wyoming law.

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

12. TERM OF AGREEMENT: This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect unless and until the occurrence of any of the following events:

- i. Total Removal or Destruction. In the event the Applicable Encroachment Improvements are wholly removed, demolished, or destroyed, whether intentionally or by casualty (including fire, earthquake, or other unforeseen occurrence), this Agreement shall terminate; provided, however, that this Agreement may remain in effect if, within a reasonable time not to exceed one (1) year, the Encroaching Party initiates repair, replacement, or reconstruction of such Applicable Encroachment Improvements in substantially the same location, dimensions, and configuration, subject to receipt of all required approvals.
- ii. Partial Removal. In the event of partial removal, demolition, destruction, or required modification of the Applicable Encroachment Improvements, this Agreement shall continue in full force and

effect with respect to any remaining Applicable Encroachment Improvements not required to be removed, and all obligations herein shall continue to apply to such remaining improvements.

- iii. Failure to Execute. If the Encroaching Party fails to execute this Agreement within six (6) months following Town Council approval, this Agreement shall be null and void without further action by the Town and the Original Agreement shall survive.
- iv. Interference with Right-of-Way. If the Town determines, in its sole discretion, that all or any portion of the Applicable Encroachment Improvements interfere with or is inconsistent with present or future municipal purposes, operations, improvements, or uses of the Right-of-Way, the Town may require removal or modification of all or any portion of the Applicable Encroachment Improvement, or may terminate this Agreement.

Upon termination of this Agreement in whole or in part, the Encroaching Party shall, at its sole cost and expense and within sixty (60) days following written notice from the Town, remove the Applicable Encroachment Improvements (or the portion thereof subject to termination) and restore the Right-of-Way to a condition acceptable to the Town. If the Encroaching Party fails to complete such removal within such sixty (60) day period, the Town shall have the right, but not the obligation, to remove the Applicable Encroachment Improvements (or applicable portion), and the Encroaching Party shall be responsible for all costs incurred by the Town in connection therewith. The Encroaching Party shall have the right to request a reasonable extension if removal cannot be completed within this period despite diligent efforts.

- 13. NO THIRD-PARTY BENEFICIARY: This Agreement is made solely and specifically among and for the benefit of the Parties hereto, 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.
- 14. 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.
- 15. MODIFICATION IN WRITING: No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both Parties.
- 16. 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.
- 17. 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 against the Property in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.
- 18. 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.
- 19. GOVERNMENTAL IMMUNITY: The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- 20. 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.
- 21. 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.

22. LEGAL AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual has full power and authority to execute and deliver this Agreement on behalf of such entity, and that this Agreement constitutes the valid and binding obligation of such entity, enforceable in accordance with its terms.
23. ADDITIONAL DOCUMENTS AND ACTS. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated herein.
24. 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 E-SIGN 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.

[signatures follow on next page]

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

ENCROACHING PARTY
845 Cache LLC

By: _____

Print Name: _____

Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
_____ 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

[illegible]

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

ENCROACHING IMPROVEMENTS

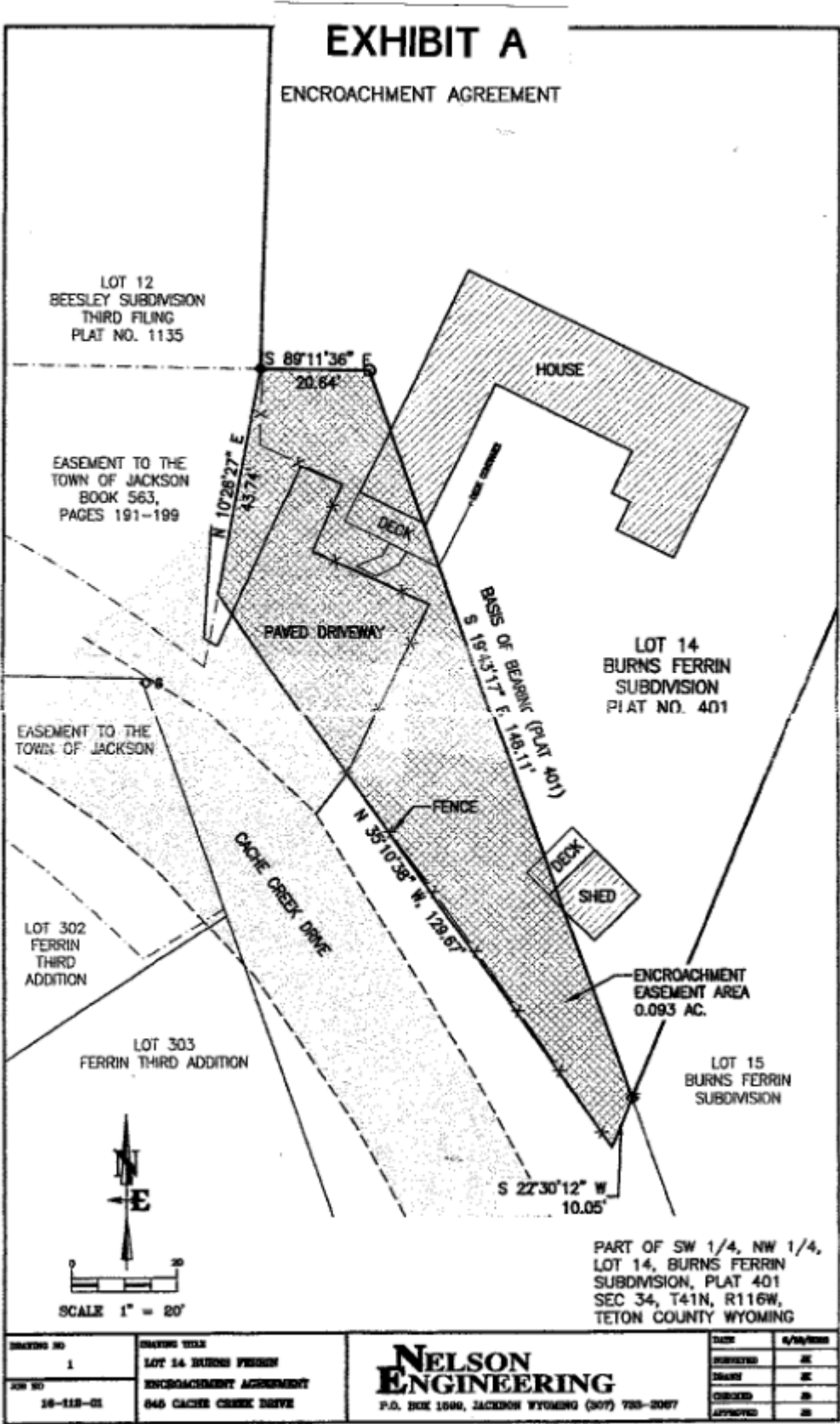
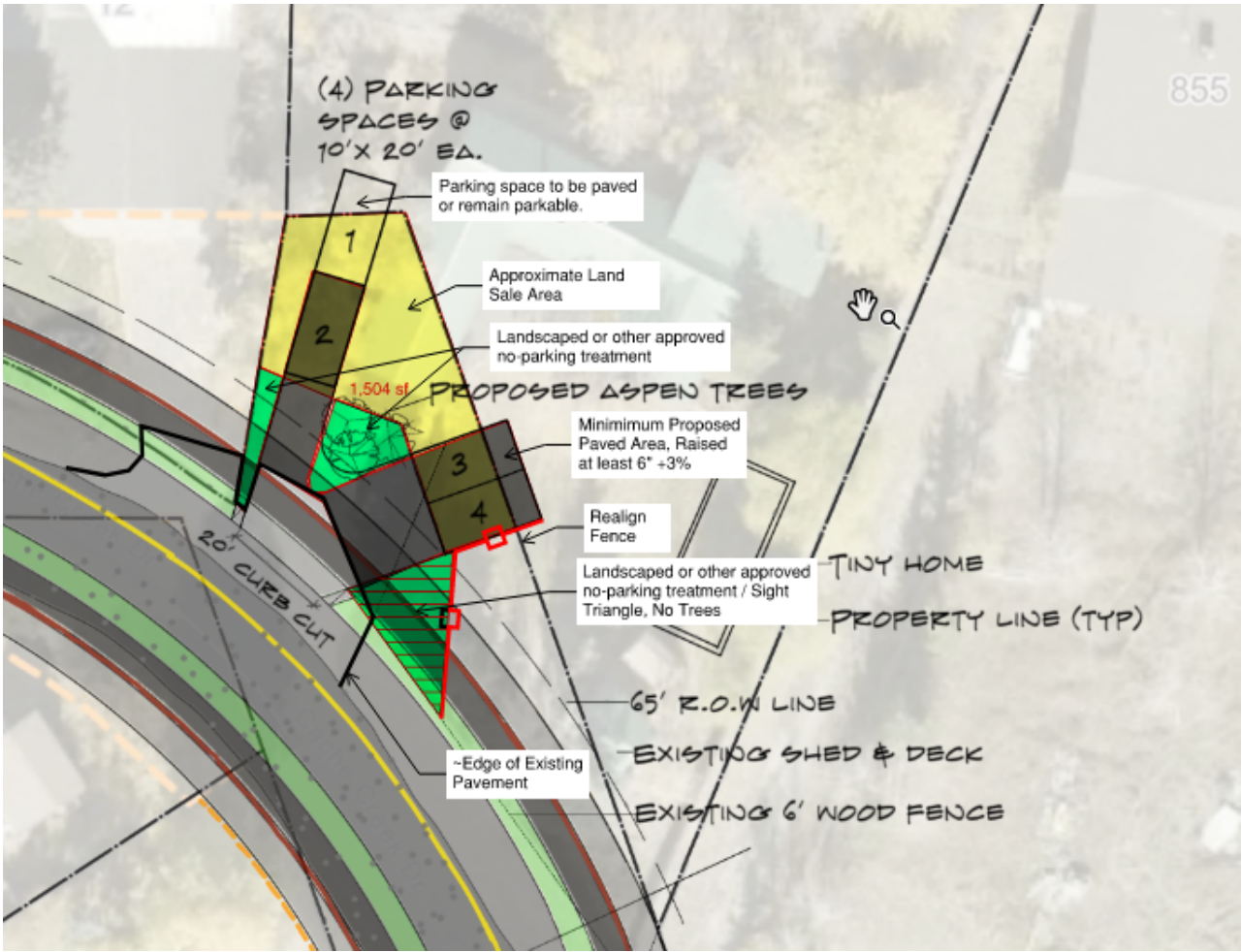


Figure 1: Original Encroachment Improvements approved with the Original Agreement. See Exhibit B for Approved Modifications to the Original Encroaching Improvements required by this agreement.

EXHIBIT BI
APPROVED MODIFICATIONS



APPROVED MODIFICATIONS

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular - Consent
Submitting Department:	Planning & Engineering	Presenter:	Tyler Valentine
Agenda Item:	Request for street 15-minute parking signage and curb markings at 250 East Simpson Avenue (PM26-013)	Public Comment:	Yes

Purpose & Policy Considerations.

The Applicant, Jason Berning, is requesting approval to temporarily designate approximately 80 feet of curb frontage along East Simpson Avenue as 15-minute parking. The proposed parking is intended to serve the temporary modular courtrooms located at 250 East Simpson Avenue, which are expected to be in use for approximately two and a half to three years during construction of the Teton County Justice Center. This request is submitted pursuant to Municipal Code Section 10.04.392 — Signs and Curb Markings, which authorizes the Town Council to direct such designations for any reason with no required findings.

Recommendations.

The Town Engineer recommends Town Council **direct** the Town Manager, or their designee, to place signage and yellow curb markings for 15-minute parking within the Town right-of-way at 250 East Simpson Avenue, subject to the following condition:

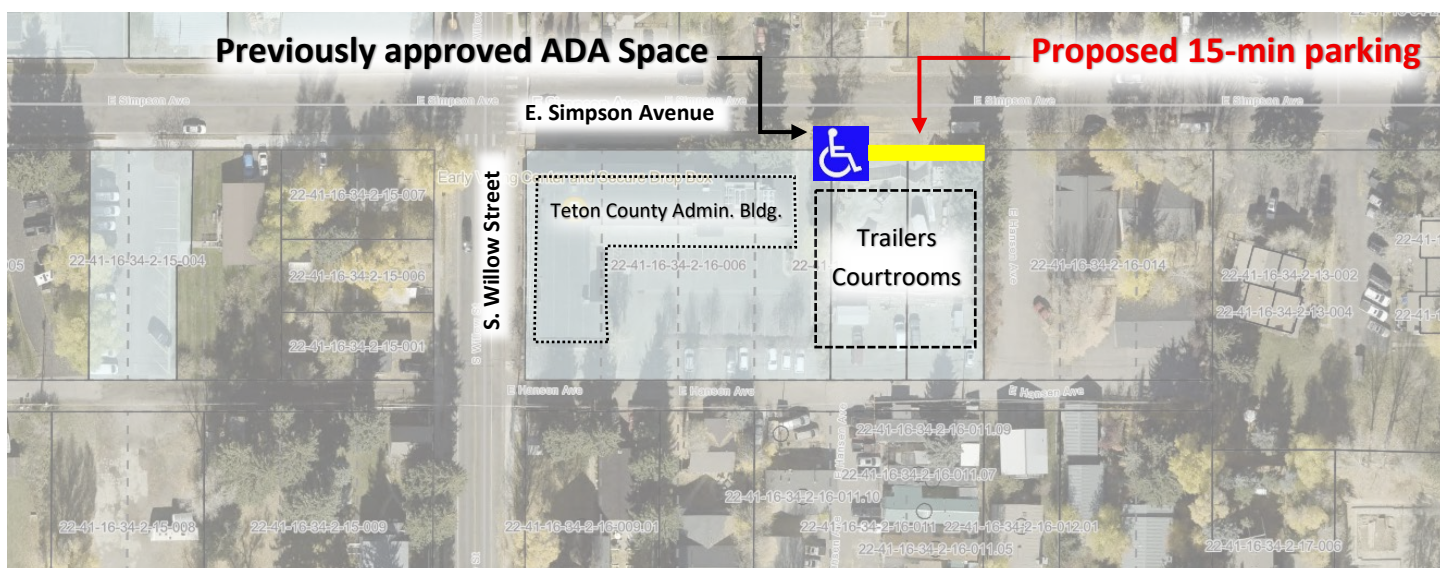
1. The Applicant shall be responsible for the cost and installation of all signage and curb markings. The 15-minute parking shall be removed by the Applicant within 60 days of issuance of the Certificate of Occupancy of the Justice Center building, at the Applicant's cost and the right-of-way shall be returned to its state prior to installation.

Background.

Teton County owns 250 East Simpson Avenue, which is located within the Public/Semi-Public (P/SP) zone and has roughly 100 feet of street frontage. The property is currently developed with four modular units and is being used as temporary courtrooms and office space for the District and Circuit courts. These units will be removed after the new Justice Center at 180 South King Street is completed.

The Applicant has previously received Town Council approval (Item PM25-007) to install signage and curb markings for one ADA-accessible space in front of the property. The Applicant is now requesting that the remaining frontage—approximately 80 feet, or three to four parking spaces—be designated as 15-minute parking. As proposed, the 15-minute parking would be temporary and would revert to standard public parking once the modular units are removed.

An aerial image of the subject properties is provided below, along with the approximate location of the proposed 15-minute parking in yellow:



Analysis & Key Questions.

According to Municipal Code Section 10.04.392 – Signs and curb markings, the Town Manager, or their designee, at the direction of the Town Council, may place signs, pavement markings, and curb markings to indicate stopping, standing, and/or parking regulations as deemed appropriate. One of the applicable types of curb markings listed under subsection “b.ii” is yellow, which means no stopping, standing, or parking at any time past 15 minutes. Because there are no required findings, the Council may choose to approve or deny the request.

To assist the Council in its decision, several key considerations may be helpful. First, the proposal is not permanent; it is temporary in nature and will be removed shortly after the Justice Center is completed, which is anticipated to occur in approximately two and a half to three years. Second, from a consistency standpoint, the request aligns with existing 15-minute parking adjacent to the former County Courthouse along the 180 South King Street frontage, which will remain with the new Justice Center. These are the reasons the Town Engineer is recommending approval of the request.

At the same time, if the Council has concerns that converting standard parking to 15-minute parking would reduce availability for the general public, it may wish to consider reducing the amount of the 15-minute parking to one or two spaces, or potentially denying the request. Staff offers this consideration in light of the broader parking impacts in the area associated with the temporary courtrooms and the ongoing construction of the Justice Center.

Key Question 1: Does the Council agree with the Town Engineer's recommendation to direct the Town Manager, or their designee, to authorize the Applicant to install temporary 15-minute parking signage and yellow curb markings along the 250 East Simpson Avenue frontage, subject to the condition of removal within 60 days of the Justice Center's Certificate of Occupancy?

Possible Alternatives.

If any alternative from the recommendation and motion are preferred, the item should be pulled from the consent agenda for a discussion.

Alternative 1: Continue the item to a future meeting to allow additional time for consideration or to request further information from the applicant and/or staff. Staff does not recommend this alternative as the request is straightforward and the supporting analysis is complete.

Alternative 2: Approve a reduced amount of 15-minute parking adjacent to the property to better balance the Applicant's needs with those of the surrounding neighborhood. This alternative would require a condition of approval stating the linear amount, or number of spaces, of yellow curb. Staff would support this alternative if Council has parking availability concerns.

Alternative 3: Deny the request for 15-minute parking due to concerns that it would reduce parking availability for the general public in the neighborhood, or for other reasons identified by the Council. Because no findings are required under Municipal Code Section 10.04.392, denial may be made for any reason Council identifies.

Comprehensive Plan & Priority Alignment.

While there is no Comprehensive Plan provision that directly addresses a request for 15-minute parking, this item supports the development of the new Teton County Justice Center, a significant public facility that serves the broader community. The project aligns with the Comprehensive Plan under Common Value #3 — Quality of Life, and Principle 8.2 — Coordinate the provision of infrastructure and facilities needed for service delivery, consistent with the Town's commitment to supporting intergovernmental cooperation and community facility development.

Fiscal Impact.

The applicant is responsible for all costs to install and remove the 15-minute parking space. Any materials or labor provided by the Town will be paid for by the applicant as assessed with a Public Right-of-Way Permit, or other process.

Staff Impact.

The amount of staff time to review, research, and write this report, including future work to install signage and curb markings, is estimated at 10-12 hours.

Attachments or Links.

Department Reviews
Applicant Submittal

Suggested Motion.

I move to **direct** the Town Manager, or their designee, to authorize the applicant to construct temporary 15-minute parking, including signage and markings, within the Town right-of-way along the 250 East Simpson Avenue frontage, based upon the condition presented in the staff report, the departmental reviews, and this staff report dated May 18, 2026.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
PM26-013		ENGINEERING DEPARTMENT COMMENTS	The Engineering Division has reviewed your application for a PLANNING MISCELLANEOUS PERMIT submitted on and with application materials as dated above. CONDITIONS OF APPROVAL: 1.At the end of the temporary use on this property, the 15-minute parking will be required to be removed. 2.A public right-of-way permit will be required to perform the curb painting and signage installation.		
	05/01/2026	COMPLETENESS REVIEW		SMOHROR@JACKSONWY.GOV	05/01/2026
		PLANNING DEPARTMENT COMMENTS			
		LEGAL DEPARTMENT COMMENTS			
		DETERMINATION OF SUFFICIENCY			
		FINAL LETTER			
		TOWN COUNCIL MEETING			



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Teton County Temp Courts / Offices
Physical Address: 250 E. Simpson Ave
Lot, Subdivision: Lot 5 and 6 - Block 9 PIDN: _____

PROPERTY OWNER.

Name: Teton County General Services Phone: 307-732-8409
Mailing Address: P.O. Box 3594 | 185 S. Willow Street. ZIP: 83001
E-mail: Patrick McGaugh pmcgaugh@tetoncountywy.gov

APPLICANT/AGENT.

Name: Berning Project Management / Wember, Owner Representative Phone: 307-699-3733
Mailing Address: PO Box 485 / Victor, ID 83455 ZIP: 83455
E-mail: berningpm@gmail.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

X _____ Other: 15 Minute Parking
_____ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Jason Berning

Digitally signed by Jason Berning
DN: cn=US, E=jberning@gmail.com, O=Berning Project Management, CN=Jason
Berning
Date: 2025.03.19 11:17:07-06'00'

Signature of Property Owner or Authorized Applicant/Agent

Jason Berning

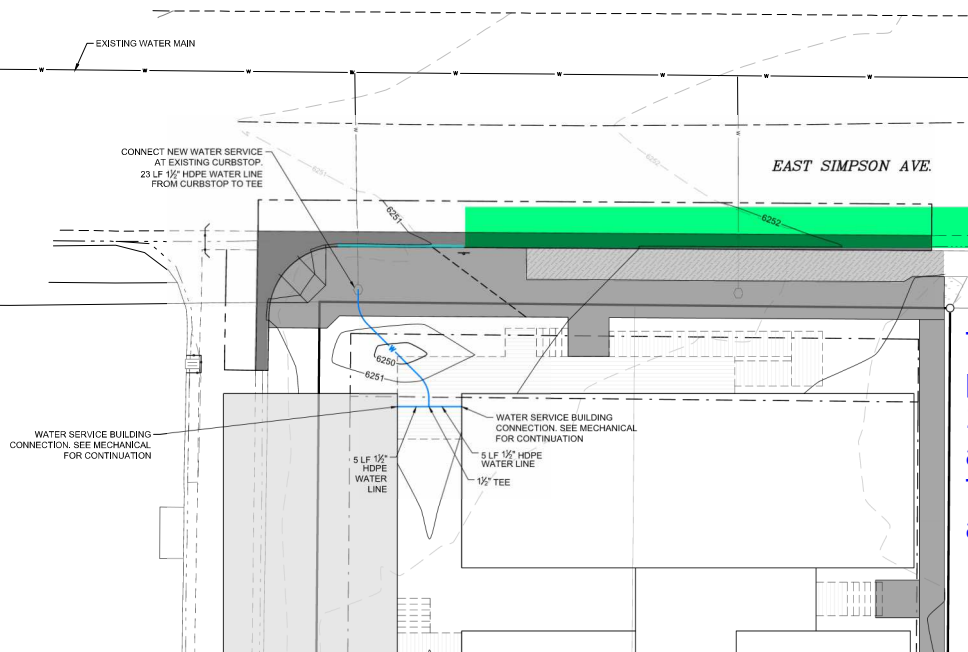
Name Printed

4/5/26

Date

Owner's Representative

Title



Teton County requests that the adjacent street parking in front of the temp courts be changed to 15 minute parking for the duration the temp courts and offices will be utilized through June, 2028. The distance is approximately 70' and will accommodate 3-4 parking spaces.

Anderson Mason
Architects



**TETON COUNTY -
TEMPORARY USE
MANUFACTURED
BUILDINGS**

250 E Simpson Ave
Jackson, WY 83001

24-031.03

TETON COUNTY

Teton County
P.O. Box 2694
185 S. Willow Street
Jackson, WY, 83001
307 732 9409

Architect

Anderson Mason Dille
3188 Speer Boulevard
Denver, Colorado 80211
303 294 9448
www.amarchitects.com

Structural Engineer

K&A
215 North 12th St, Unit E
Cottondale, CO 80623
970 510 5703
www.k&a.com

**Mechanical, Electrical
& Plumbing Engineers**

Cator, Ruma & Associates, Co.
886 Taber Street
Lakewood, CO 80401
303 232 2000
www.catoruma.com

**Technology, AV & Security
Engineers**

BCER Engineering Inc
5420 Ward Road
Avondale, CO 80002
719 533 1112
www.bcer.com

Civil Engineer

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Town Council Meeting
Submitting Department:	Jackson Hole Fire/EMS	Presenter:	Mike Moyer Fire Chief
Agenda Item:	2026 National Electrical Code Adoption	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to discuss adoption of the 2026 National Electrical Code. The code establishes minimum electrical installation requirements to protect public health, safety, and general welfare for all residents, businesses, and properties within the Town of Jackson.

Recommendations.

Staff recommend the Council adopt the 2026 National Electrical Code via Ordinance E.

Background.

Wyoming adopts the National Electrical Code every three years to maintain safety, consistency, and legal protection across the state. The National Electrical Code establishes minimum safety standards designed to prevent electrical fires, shock hazards, and equipment failures. Statewide adoption ensures uniform requirements for contractors, inspectors, and insurance providers, making enforcement more consistent and reducing confusion between jurisdictions. It also provides legal protection for the state and local authorities, since using a nationally recognized standard strengthens their position in the event of disputes or incidents.

The National Electrical Code aligns Wyoming with national industry practices followed by utilities, engineers, architects, and manufacturers. Consistent adoption also supports coordination with federal agencies, NFPA standards, and regional authorities that rely on National Electrical Code compliance for inspections, grants, and certifications. Overall, the purpose of the National Electrical Code is to establish minimum electrical installation requirements that protect homeowners, business owners, public health, safety, and general welfare by ensuring materials and methods meet nationally referenced standards and manufacturer instructions. It also enhances safety for firefighters and emergency responders during emergency operations.

Analysis & Key Questions.

Staff reviewed the 2026 National Electrical Code and the proposed amendments. The two notable changes, clarification of exterior disconnecting means and concrete encased electrode requirements for services 200 amps or larger, are technical clarifications that align the Town's code with current industry standards and State requirements. Staff is not aware of any significant contractor or stakeholder concerns with the proposed adoption.

Pursuant to Wyoming Statute §35-9-121 the Town Council may adopt an electrical code. The new 2026 Electrical Code and would take effect on July 1, 2026, to align with the State of Wyoming. Adoption of the 2026 National Electrical Code ensures that the Town's standards are consistent with the State of Wyoming and that contractors, electricians, and inspectors operating in Jackson are working under a single unified standard.

Highlights of changes to the 2026 Electrical Code vis-a-vis the previous version:

- Service Disconnecting Means - Clarification of disconnecting means to be installed on the exterior of the building or structure it serves.
- Concrete Encased Electrode – Clarification of concrete encased electrode to be installed on service's 200 amps or larger and terminate in the main disconnect.

Key Policy Question.

- Does the Town Council agree to adopt the 2026 National Electrical Code as presented?

Possible Alternatives.

Town Council can amend the 2026 National Electrical Code adopted by the State of Wyoming to more restrictive requirements.

Comprehensive Plan & Priority Alignment.

Adoption of the 2026 Electrical Code directly supports the Jackson–Teton County Comprehensive Plan by advancing safe, reliable, and efficient building systems that protect life, property, and critical infrastructure while aligning with the community’s core values of Ecosystem Stewardship, Growth Management, and Quality of Life. The updated electrical code improves fire prevention, system reliability, and energy performance, which supports the Plan’s emphasis on reducing hazards, improving building efficiency, and ensuring that development occurs with appropriate infrastructure and services.

The Comprehensive Plan addresses the following policies:

- Policy 2.1.c: Increase local use and generation of renewable energy
- Policy 2.4.a: Construct energy efficient buildings
- Policy 2.4.d: Use energy efficient building systems and appliances

Adoption of the 2026 National Electrical Code will support the above policy goals by ensuring that electrical systems in new and renovated buildings in Jackson meet current standards for safety, efficiency, and renewable energy integration.

Fiscal Impact.

There is no fiscal impact to the Town from adoption of the 2026 National Electrical Code.

Staff Impact.

Jackson Hole Fire/EMS has invested over 16 hours reviewing the 2026 National Electrical Code and the proposed ordinance. In preparation for adoption, staff will continue to invest time educating electrical contractors and the public on the key changes prior to July 1, 2026 effective date.

Attachments or Links.

Ordinance E.

Suggested Motion.

I move to direct staff to prepare an ordinance to adopt the 2026 National Electrical Code.

ORDINANCE _____

AN ORDINANCE AMENDING SECTION 15.20.010, ADOPTION OF THE NATIONAL ELECTRICAL CODE, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 15.20.010, Adoption of the National Electrical Code, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.20.010 Adoption of the National Electrical Code.

- A. *The National Electrical Code*, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2026 Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) is incorporated herein by reference as if the same were fully herein set out, except with the following amendments:

1. *Article 230, Services, SECTION VI, Service Equipment - Disconnecting Means, Subsection 230.70, (A), (1), & (2) Readily Accessible Location.*

~~The service disconnecting means shall be installed outside of the building or structure at a readily accessible location.~~

~~Exception: Services of 300 amp or less with line-to-line meter sockets with the service disconnect directly behind the meter base and connected to the meter base with rigid conduit are allowed to have service disconnect inside the building. Feeders to other buildings or structures are required to have a disconnect on the exterior.~~

The service disconnecting means shall be installed on the exterior of the building or structure it serves at a readily accessible location. Branch circuit(s) and feeder(s) to other buildings or structures shall have a disconnect(s) installed on the exterior of the building or structure it serves at a readily accessible location. All disconnects shall be grouped. If installed in a doghouse enclosure, doors must be hinged, and a maximum free space of 6 inches measured from face of the largest electrical equipment to the back side of door.

2. *Article 250, Grounding, Section III, Grounding Electrode System and Grounding Electrode Conductor, Subsection 250.52, (A), (3) Concrete-Encased Electrode.*

All services ~~over~~ 200 amperes or larger in size shall have at least 20 ft in length₂ of bare copper conductor sized in accordance with Table 250₂-66 installed in the foundation footers and with enough length added to ~~connect~~ terminate in the main disconnect.

3. *Article 300, Wiring Methods, Section I, General Requirements, Subsection 300.1, Scope, Subsection (A) All Wiring Installations.*

All electrical wiring installed in buildings, structures or premises designed using the International Building Code located in Teton County shall be installed in accordance with the following wiring methods:

- a. Article 320, Armored Cable: Type AC

- b. Article 330, Metal-Clad Cable: Type MC
- c. Article 332, Mineral-Insulated, Metal-Sheathed Cable: Type MI
- d. Article 342, Intermediate Metal Conduit: Type IMC
- e. Article 344, Rigid Metal Conduit, Type RMC
- f. Article 348, Flexible Metal Conduit, Type FMC
- g. Article 350, Liquid-Tight Flexible Metal Conduit: Type LFMC
- h. Article 358, Electrical Metallic Tubing: Type EMT

B. *Electrical Fee Schedule.* All electrical fees shall be in amounts established by resolution.

(Ord. ____ § I, 2026; Ord. 1417 § 1, 2024; Ord. 1280 § 8, 2021; Ord. 1254 § 1, 2020; Ord. 1171 § 1, 2017; Ord. 1101 § 1, 2015; Ord. 1057 § 1, 2014; Ord. 990 § 1, 2011; Ord. 899 § 1, 2008; Ord. 886 § 1, 2008; Ord. 803 § 1, 2005; Ord. 706 § 1, 2002; Ord. 633 § 1, 2000; Ord. 413 § 1, 1990; Ord. 325 § 1, 1984; Ord. 313 § 2, 1983)

SECTION 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 VI

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

SECTION V

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

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 ____ 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

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular Meeting
Submitting Department:	Transportation	Presenter:	Charlotte Frei
Agenda Item:	Safe Streets for All Implementation Grant	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider approval a Safe Streets for All Implementation grant application from the Pathways Division to the U.S. Department of Transportation to aid in funding the design and construction of the Safe Streets for All Action Plan projects and supplemental activities, including authorizing the Finance Director to sign the federal forms as the authorized representative on behalf of the Town of Jackson.

Recommendations.

Staff recommend the Council review and approve a Safe Streets for All Implementation grant application from the Pathways Division to the U.S. Department of Transportation to aid in funding the design and construction of the Safe Streets for All Action Plan projects and supplemental activities, including authorizing the Finance Director to sign the federal forms as the authorized representative on behalf of the Town of Jackson.

Background.

At the Joint Meeting in April of 2025, the Town Council and Teton County Commission reviewed and approved the Safe Streets for All (SS4A) candidate projects and supplemental activities. Shortly after, in June of 2025, the Town of Jackson and Teton County approved the Comprehensive Safety Action Plan. The Comprehensive Safety Action Plan, which was ultimately approved by the Federal Highway Administration, identifies projects, programs, and policies to reduce fatalities and injuries on the community's transportation network. The Town submitted an Implementation grant application in FY25 that was not awarded and staff is recommending approval to submit a revised application in FY26. This is the last year funding is guaranteed for the SS4A program, which is not expected to be reauthorized by Congress in their next Transportation bill.

Analysis & Key Questions.

The SS4A grant application will include the approved Comprehensive Safety Action Plan (SAP) development projects for:

- South Park Loop,
- Snow King Avenue,
- Pearl Avenue,
- Wyoming Highway 390 (WY390), and
- a selection of downtown intersections on the local (Town of Jackson) street network.

The grant application will include supplemental activities for educational outreach and before/after data collection for each proposed project. The total grant application amount being requested is \$8,000,000, which requires a \$1,600,000 (20%) local match.

Though most of the projects are within the Town of Jackson, the WY390 project is located in Teton County. Therefore, Teton County will be responsible for the local match of \$200,000 for that specific project. In the event the grant application is approved, the Town and County will also need to draft a project and funding agreement. The SAP projects will be designed and constructed in multiple fiscal years to ensure staff capacity for completing the projects within the grant application timeframe.

The SAP improvement projects will be scheduled over multiple fiscal years in the Pathways Division Capital Improvement Projects (CIP). Though the Public Works Department will be involved in the design of the projects, the Pathways Division will be responsible for grant management, budget oversight, and project coordination.

Each specific SAP development project is listed below with specific project details and scope:

1. South Park Loop
 - a. Description: multimodal improvements on South Park Loop between US89 and Middle School Road, including a pedestrian sidewalk, a bidirectional separated bike lane on the south side of the road, pedestrian crossings and driveway improvements, and signal/crossing/queuing improvements at the intersection of South HWY89. May also include an improved connection on US89 to Meadowlark Lane.
 - b. Scope of Work: includes design, bidding, and construction. The Town would retain a consultant to complete all phases of this project component.
 - c. SS4A Funding: \$3,029,600; Local Match: \$757,400; Total funding: \$3,787,000 (note that final amounts in the application may be slightly different)
2. Snow King Avenue
 - a. Description: bicycle, pedestrian, ADA, and intersection improvements on Snow King Ave., Scott Lane, Maple Way, and Simon Lane. Improvements include removal of bollards, installation of separated bike lanes, realignment of the Scott Lane/Simon Lane intersection, new sidewalks, and new ADA ramps.
 - b. Scope of Work: project is already designed, so the scope includes any design revisions, bidding, and construction.
 - c. SS4A Funding: \$1,700,000; Local Match: \$425,000; Total funding: \$2,125,000
3. Pearl Avenue
 - a. Description: implementation of the safety countermeasures identified in the SAP between Jackson St. and Jean St., possibly including converting two-way stops to all-way-stops, adding new crosswalk warnings, daylighting intersections for better pedestrian visibility, or adding traffic circles and curb extensions to calm traffic while maintaining traffic flows.
 - b. Scope of Work: includes design, bidding, and construction. The Town would retain a consultant to complete all phases of this project component.
 - c. SS4A Funding: \$306,000; Local Match: \$76,500; Total funding: \$382,500
4. WY390
 - a. Description: pathway on east side of WY390 from the Calico restaurant to the Aspens (or thereabouts) with separated grade crossings at each end.
 - b. Scope of Work: includes design, bidding, and construction. Teton County would retain a consultant to complete all phases of this project component.
 - c. SS4A Funding: \$800,000; Local Match: \$200,000; Total funding: \$1,000,000
5. Town of Jackson Local Streets
 - a. Description: “quick build” improvements for identified safety countermeasures at various intersections in downtown Jackson. These may include bulb-outs, pedestrian crossing improvements, road striping improvements, centerline hardening, lighting, and other safety improvements.
 - b. Scope of Work: includes design, bidding, and construction. Teton County would retain a consultant to complete all phases of this project component.
 - c. SS4A Funding: \$306,000; Local Match: \$76,500; Total funding: \$382,500

The two supplemental grant activities will include:

1. Educational Programming
 - a. Description: targeted educational efforts focused on e-bike riders, pedestrians, and school-aged children. The campaign will educate the community about the SS4A projects and will build upon the SAP by including

evaluation measures to identify high-risk locations for infrastructure investment, establish evidence for future behavior-change programs, and solidify community partnerships to promote safety for vulnerable users.

- b. Scope of Work: includes planning and implementation. The Town would retain a consultant to complete all phases of this project component.
- c. SS4A Funding: \$172,000; Local Match: \$43,000; Total funding: \$215,000

2. Before and After Data Collection

- a. Description: across all project implementation locations, the project team will perform before and after data collection to document the effectiveness of safety countermeasures and inform future implementation efforts. The project team will collect baseline data, including vehicle speed data, pedestrian, and bicyclist volumes/behaviors, and near-miss observations.
- b. Scope of Work: includes planning and implementation. The Town would retain a consultant to complete all phases of this project component.
- c. SS4A Funding: \$86,400; Local Match: \$21,600; Total funding: \$108,000

The total grant funding request is \$8,000,000, which includes \$6,400,000 in federal SS4A funding, a \$1,400,000 match (Town of Jackson), and a \$200,000 match (Teton County) for the projects outlined above.

Key Policy Question: Does the Council wish to approve a Safe Streets for All Implementation grant application from the Pathways Division to the U.S. Department of Transportation to aid in funding the design and construction of the Safe Streets for All Action Plan projects and supplemental activities, including authorizing the Finance Director to sign the federal forms as the authorized representative on behalf of the Town of Jackson?

Possible Alternatives.

Alternative 1: The Town could opt to not apply for SS4A Implementation grant funds. FY26 is the last year of guaranteed funding through the SS4A program, and it is not expected that the program will be reauthorized by Congress in the next Transportation bill, so this may be the last year that SS4A funds will be available. Staff do not recommend this alternative.

Alternative 2: The Town could select a different slate of projects to submit for the Implementation grant application. The selected projects have been previously vetted as the leading candidates based on their priority ranking. However, given that applications are due May 26th, it is highly unlikely that staff will be able to develop new project selections and write a narrative for the application. Staff do not recommend this alternative.

Comprehensive Plan & Priority Alignment.

The SS4A project supports the Town Comprehensive Plan under Common Value #3 – Quality of Life:

- Principle 7.1 - Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure.
- Policy 7.1.b: Create a transportation network based on “complete streets” and “context sensitive” solutions.
- Principle 7.3 - Coordinate transportation planning regionally.
- Strategy 7.1.S.2: Consider adopting “complete streets” and/or “context-sensitive” policies and updated road design standards for all roadways. (Safety Action Plan required component).
- Strategy 7.1.S.4: Develop a local Transportation Improvement Program (TIP) for highways, streets (including pedestrian facilities), transit, and pathways. (Safety Action Plan required component).
- Strategy 7.2.S.1: Continue to fund the local match for federal transportation grants and the administration of alternative mode travel programs through the General Fund so additional money can be dedicated to infrastructure.

- Strategy 7.2.S.5: Consider specific provisions for current planning review to require walk, bike, carpool, and transit components in new development. (Safety Action Plan required component).

Fiscal Impact.

The fiscal impact for this item will include a local match of \$1,400,000 from the Town and a local match of \$200,000 from Teton County. Currently, the SS4A projects presented in this staff report are not in the Pathways Division CIP since grant funding has yet to be awarded. It is anticipated that all Town matching funds not to exceed \$1,400,000 and will be provided from the Town Capital Fund.

Staff Impact.

If awarded, there would be impacts to Pathways and Transportation Division staff (exceeding 100 hours per year) to manage the projects and administer the grant. Finance Department staff would see impacts in the 10-20 hour per year range for grant administration. Public Works staff (Engineering Division) would see impacts in the 20 - 30 hours per year range for assistance in design and construction coordination and oversight.

Attachments or Links.

None at this time.

Suggested Motion.

I move to approve a FY26 Safe Streets for All Implementation grant application from the Pathways Division to the U.S. Department of Transportation to aid in funding the design and construction of the Safe Streets for All Action Plan projects and supplemental activities and authorize the Finance Director to sign the federal forms as the authorized representative on behalf of the Town of Jackson.

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
Submitting Department:	Planning Department	Presenter:	Chandler Windom and Andrew Bowen
Agenda Item:	Amendments to Teton Village Expansion Resort Master Plan (Area 2) to Provide Civic-Minded Solutions	Public Comment:	No

Purpose & Policy Considerations.

Pursuant to LDR Section 4.3.1.E.4, the Town Planning Commission and Town Council shall provide recommendations to the County Planning Commission and Board of County Commissioners on any Planned Resort Master Plan application within the County. This interjurisdictional review is intended to acknowledge the impacts of resort development on neighboring jurisdictions and to facilitate coordinated planning and mitigation of potential impacts.

Recommendation.

Staff recommends that the Town Council provide comments to the Board of County Commissioners (BOCC) indicating that the Town has no objection to the proposed amendments to the Teton Village Area 2 Master Plan. Staff's review finds that the proposed amendments are not expected to result in significant adverse impacts to the Town of Jackson. Staff further recommends that the Council direct staff to forward comments emphasizing the importance of ensuring the timely and certain delivery of the transit center, as this remains a matter of direct interest to the Town given START's role in serving the Teton Village corridor and the community at large.

Background.

The application proposes text amendments to several sections of the Teton Village Area 2 Master Plan, focused primarily on the commercial core. The key issues relate to the timing, location, and delivery of the transit center, as well as the overall structure of development exactions. No additional physical development is proposed; instead, the Applicant seeks to modify exaction requirements and voluntarily convey land on an accelerated timeline. Exactions are typically required concurrent with development to mitigate associated impacts and generally involve land dedication or a fee-in-lieu, with improvements constructed later by a public entity.

Analysis & Key Questions.

Pursuant to LDR Section 4.3.1.E.4, the Town's role in this review is advisory only and does not include voting participation. The Town Planning Commission and Town Council may review and provide comments on the proposed amendments prior to County action on the application.

The proposed amendments are limited to text changes within the Teton Village Area 2 Master Plan and do not increase development intensity. The primary policy question before the BOCC, and of interest to the Town, is whether shifting transit center delivery from a trigger-based requirement to a Transportation Demand Management (TDM) monitoring approach will adequately ensure timely and coordinated construction of the transit center. This issue is important because START Bus serves the Teton Village corridor, and transit infrastructure in the Village directly affects Town operations and the broader regional transit system.

In summary, the Area 2 Master Plan requires the applicant to provide land for a future transit center serving the broader Teton Village area, with the preferred location near the JHMR base area. The applicant initially proposed using Parcels L and M to satisfy this requirement, but that request was later withdrawn following discussions

among TVA, JHMR, and the applicant regarding alternative approaches. County staff support removing references to specific parcels and supports continued collaboration to identify an acceptable transit center location, while also supporting removal of timing requirements tied to unrelated development approvals.

Comments from START:

Charlotte Frei, Transportation Manager, and Mike Toronto, START Transit Director, provided comment (attached) regarding the proposed amendment. Within this letter the following statement was made:

“We encourage modifications to the master plan that preserve a convenient, high-quality transit location and align with the Comprehensive Plan’s core values of Growth Management, Ecosystem Stewardship, and Quality of Life.”

In general, the following points were raised:

- The existing START bus stop location should remain as close as possible to the ski base area and ticket office.
- Transit convenience is directly tied to protecting the community’s substantial investment in the Stilson Transit Center and sustaining ridership growth.
- Any master plan amendments should prioritize high-quality, convenient transit infrastructure consistent with the Comprehensive Plan goals related to growth management, ecosystem stewardship, and quality of life.
- Continued collaboration between the applicant, the Teton Village Association (TVA), START, and public agencies is encouraged to ensure future development supports long-term transit and mobility objectives.

Town staff finds that the proposed amendments are not expected to have any significant adverse impacts on the Town of Jackson. The overall framework for public infrastructure and exactions, including transit, public safety, and community services, is maintained under the proposed amendments.

Key Question: Does the Council agree with staff's recommendation to communicate no objection to the County?

Planning Commission.

On May 6, 2026, the Town Planning Commission discussed the application and concluded that it would not result in negative impacts to the Town of Jackson. During deliberations, a few Commissioners emphasized the importance of continued coordination between the Applicant and TVA to ensure that future development of Area 2 parcels does not constrain or limit TVA’s long-term planning and operational flexibility.

Public Comment.

At the time of drafting this staff report, no public comment has been received by the Town. Public comment received by the County is attached to this staff report.

Possible Alternatives.

Alternative 1: Direct staff to communicate no objection to the Board of County Commissioners, noting the Town's interest in transit center delivery certainty. *Staff recommends this alternative. Staff's review finds no significant adverse impacts to the Town from the proposed amendments.*

Alternative 2: Direct staff to communicate specific concerns or objections to the Board of County Commissioners. Staff does not recommend this alternative at this time as staff's review has not identified significant adverse impacts warranting formal objection.

Fiscal Impact.

Staff does not anticipate any fiscal impact to the Town resulting from the proposed amendments.

Staff Impact.

The amount of Staff time to review this Text Amendment, including research and report drafting, is approximately 5 hours.

Attachments and Links.

- Response to Comp Plan District Policy Objectives
- Plan Review Committee Comments
- Public Comment
- PUD2025-0003 Redline
- Draft County Staff Report

Suggested Motion.

I move to direct staff to share with the Board of County Commissioners the Council's comments on this item (PM26-12) as discussed in this May 18, 2026, meeting.

Attachment 2: PUD2025-0003 Plan Review Committee Comments



Date: February 24, 2026

Subject: PUD2025-0003 Amendments to Teton Village Expansion Resort Master Plan

Dear Ms. Windom,

Thank you for the opportunity to review the Four Shadows, LLC proposal. We appreciate the applicant's proactive interest in improving mobility in Teton Village.

The Town of Jackson and Teton County have made a significant public investment in transit, including more than \$16 million in the Stilson Transit Center, with over \$8 million funded through Transportation Alternatives SPET. START, Teton County, TVA, and JHMR will share ongoing maintenance responsibilities, with the cost still to be determined. The Stilson Transit Center is designed to make transit more convenient and attractive by providing modern, conditioned indoor waiting space and improving the overall rider experience. Our goal is to continue growing START ridership.

The investment in the Stilson Transit Center underscores the need for supportive land use and high-quality transit facilities throughout the county. Future development must reinforce, not diminish, the level of service and convenience that makes transit a competitive choice.

Walking distance to transit is critical. While larger urban systems may assume a quarter-mile walk, rural conditions and winter operations in Teton Village require a much shorter distance. Based on our combined experience in transportation planning, engineering, and operations, the transit stop must remain as close as possible to the ticket office and base of lifts. The current START bus stop location is ideal. Asking riders to walk more than 50–100 feet in ski boots while carrying equipment, often with children, reduces transit's competitiveness and encourages driving. Maintaining a convenient stop location is essential to protect the community's investment in Stilson and sustain ridership.

The applicant has suggested locating a transit center on Parcels M or L. We recommend exploring a land exchange with JHMR to allow five or more 'saw-tooth' bus bays at the existing stop location. With modifications to traffic flow along Village Drive—such as one-way operations, a shared street design, and clearly defined valet and short-term loading zones—there appears to be sufficient space to develop a high-quality transit facility that mirrors the community's investment at Stilson.

Traffic on WY390 continues to grow, with winter and summer volumes hovering around 12,000 vehicles per day. Additional development on the Four Shadows parcels will push traffic closer to planning or construction thresholds. To proactively manage this growth, transit must remain the most convenient option for as many visitors and employees as possible.



TVA should partner with START and other shuttle providers to develop appropriate bus stop infrastructure and clearly define the intended users of the facility, whether limited to START or inclusive of all shuttles serving Teton Village.

We appreciate the applicant's willingness to address transportation needs. We encourage modifications to the master plan that preserve a convenient, high-quality transit location and align with the Comprehensive Plan's core values of Growth Management, Ecosystem Stewardship, and Quality of Life. We look forward to continued collaboration to ensure development supports the community's long-term transit investments.

Thank you for the opportunity to comment. We are available for questions.

Charlotte Frei, PhD, PE
CFrei@tetoncountywy.gov
307-732-8498

Mike Toronto
MToronto@jacksonwy.gov
307-733-4521 Ext. 1650

Attachment 3: PUD2025-0003 Public Comments



April 9, 2026

Teton County Board of County Commissioners
200 Willow Street
Jackson, WY 83001

Dear Members of the Teton County Board of County Commissioners:

On behalf of the Teton Village Association (“TVA”), thank you for the opportunity to comment on the February 24, 2026, staff report regarding the proposed amendments to the Teton Village Expansion Resort Master Plan (PUD2025-0003) submitted by Four Shadows, LLC.

After careful review, TVA opposes the Master Plan Amendment as currently presented, including the proposal to locate the transit center on Parcels L and M through the transfer of those parcels to TVA in connection with the Area 2 transit center exaction. While the TVA appreciates Four Shadows’ efforts to address mobility within Teton Village, this proposal would not support the long-term effectiveness of transit service in the Village.

The Town of Jackson and Teton County have made a substantial public investment in regional transit infrastructure, including more than \$16 million in the Stilson Transit Center, with over \$8 million funded through Transportation Alternatives SPET. Protecting the value of that investment requires land use and facility decisions that preserve convenient, reliable access for riders.

In Teton Village, proximity between transit stops and the base area is especially important. Riders often travel with equipment, children, and in winter conditions, making a conveniently located stop near the lift base is essential if transit is to remain a practical alternative to driving. As reflected in the staff report, locating the transit center farther from the base area would diminish transit effectiveness and undermine the public investment already made in the regional transit system.

Accordingly, TVA supports continued evaluation of alternatives that preserve the ease and convenience that guests and employees require. Consistent with the Area 2 Master Plan, TVA believes the better approach is the transfer of an Area 2 parcel to Jackson Hole Mountain Resort, with JHMR in turn providing land within Area 1 to accommodate a suitably located Transit Center.

As development and traffic volumes along WY 390 continue to increase, maintaining transit as the most convenient option for employees and visitors will be vital to managing congestion and protecting quality of life in Teton Village and the broader community.

Given TVA’s role in coordinating transportation within the Village through partnerships with START, Jackson Hole Mountain Resort, and other shuttle providers, TVA should be included as a partner in the planning and implementation of any transit facility serving Teton Village. Decisions regarding transit design, location, and operations will have direct and lasting impacts on Village circulation and the rider experience.

We respectfully request that the Board decline to approve a transit center solution centered on Parcels L and M and ensure that TVA, along with Four Shadows and JHMR, are formally included in discussions regarding the location of the transit center as contemplated by the Area 2 Master Plan. The TVA remains committed to working collaboratively with the County, the Town of Jackson, START, the Jackson Hole Mountain Resort, and Four Shadows to support transportation solutions that align with the Comprehensive Plan's values of Growth Management, Ecosystem Stewardship, and Quality of Life.

TVA held a Special Meeting today, during which all the parties engaged in a positive discussion. Although we cannot support the plan as it is now, we made steps today that move the discussions in the right direction and look forward to more collaborative conversations with Four Shadows, JHMR, and the County on an alternative plan. We feel confident that we can find a solution.

Thank you for your consideration and continued commitment to thoughtful planning in Teton Village.

Sincerely,



John Newman, Chair
Teton Village Association Board of Directors



**JACKSON
HOLE**

JACKSON HOLE MOUNTAIN RESORT
3395 CODY LANE
P.O. BOX 290, TETON VILLAGE, WY 83025

March 12, 2025

VIA EMAIL ONLY

Teton County Board of County Commissioners
200 South Willow Street
P.O. Box 3594
Jackson, WY 83001

RE: **PUD2025-0003 - APPLICATION FOR AMENDMENTS TO TETON VILLAGE EXPANSION RESORT MASTER PLAN (AREA 2)**

Dear Commissioners:

Thank you for the opportunity to comment on the proposed amendment to the Teton Village Expansion Resort Master Plan (PUD2025-0003) submitted by Four Shadows, LLC (the “Amendment”). As a community, we have an important opportunity to work together to improve transportation in Teton County and Teton Village, and the Jackson Hole Mountain Resort (“JHMR”) looks forward to being an active participant in that effort. We appreciate Four Shadows’ willingness to engage in the conversation and their interest in helping identify solutions that support the long-term success of the Village.

I am submitting this letter in opposition to the Amendment that proposes to transfer Four Shadows’ Lots L and M to the Teton Village Association (“TVA”) to satisfy the Area Two transit center exaction.

First and foremost, Four Shadows filed the Amendment without consulting JHMR who is the largest stakeholder impacted by the Amendment. The Area Two Master Plan states “[A]fter soliciting information and advice from START as to the optimal location and design, the applicant, JHMR and TVA will propose the exact location of the Transit Center in a joint sketch plan for review and approval by Teton County.” Notably, neither TVA nor JHMR are parties to the Amendment. To best determine the transit center location (in Area One or Area Two), the Area Two Master Plan requires a coordinated effort between Four Shadows, JHMR, TVA, and START. The Amendment was filed without JHMR’s involvement or support and does not reflect the collaborative process required by the Area Two Master Plan. In addition, references to “cooperation with JHMR” are stricken from the Amendment. Removing JHMR from the conversation is opposite the intent of the document and the goal of stakeholders who should be working together to find solutions.

Second, Lots L and M are not a suitable location for a transit center. The Area One and Area Two Master Plans envision a carefully planned, integrated transportation solution tied to overall Village Core circulation, parking strategy, and pedestrian flow. The overall development plan for the Village Core is not yet complete, and the appropriate siting of a transit center should occur only within the

context of a comprehensive transportation and parking plan that includes buy-in from JHMR, TVA, START, and Teton County.

The Area Two Master Plan provides a clear path for satisfying the Transit Center exaction. Specifically, it anticipates that the Area Two applicant may transfer land within Area Two to JHMR, after which JHMR may transfer a similarly sized parcel within Area One, and potentially some Area Two land, to TVA for construction of the Transit Center. This framework ensures that the final Transit Center location is determined through coordinated planning and aligns with the operational realities of the ski resort and the Village Core.

Rather than unilaterally transferring Lots L and M to TVA, Four Shadows should, as required by the Area Two Master Plan, be required to work collaboratively with JHMR and TVA, with input from START, to identify the right location for the Transit Center based on a comprehensive and agreed to development plan. A premature land transfer risks undermining the integrated transportation system that the Master Plans seek to achieve.

JHMR is fully aligned with TVA and other Village stakeholders in the shared goal of building a world-class resort village with best-in-class transportation and parking facilities. We support the development of a high-quality Transit Center that enhances the guest experience, improves transit efficiency, and supports long-term Village vitality. However, the Amendment does not serve that goal and does not follow the coordinated approach required under the Area Two Master Plan.

For these reasons, JHMR respectfully requests that the Board deny the Amendment as submitted and instead encourage the applicant to engage in the collaborative planning process outlined in the Area Two Master Plan.

Thank you for your consideration.

Sincerely,



Doug Pierini, Chief Executive Officer
Jackson Hole Mountain Resort

cc: Teton County Planning Commission
Chandler Windom
Christopher Hawks

Four Shadows

March 17, 2026

Teton County Board of Commissioners
Via email only

RE: Future Teton Village Transit Center in the location as recommended by START and Dr. Frei; Area 2 RMP Amendments allow the first step for that vision.

Dear Commissioners,

Convenient, user-friendly transit to and from Teton Village, via the community's Stilson Transit Facility, is the key to future success to achieving meaningful traffic reduction on Highway 390 and Highway 22. We commend this Board for its foresight and quality planning of this new transportation system.

Your new transportation system needs a satellite transit center in Area 1 of Teton Village, which has been contemplated for decades and was a 2005 public land exaction in the Area 2 Resort Master Plan.

In a recent letter to Chandler Windom, your START Director, along with your Transportation Manager, recommend that the future Teton Village transit center be located as close as possible to the main ticketing office and lifts in Area 1 of Teton Village. We support that recommendation.

"The current START bus stop location is ideal. Asking riders to walk more than 50–100 feet in ski boots while carrying equipment, often with children, reduces transit's competitiveness and encourages driving. Maintaining a convenient stop location is essential to protect the community's investment in Stilson and sustain ridership."

Since the 1930s, our family has owned most of the land in Area 2 of Teton Village. We are excited to be working with you on a proposed set of amendments to the Area 2 Resort Master Plan that will enable a long-envisioned, user-friendly transit center that our generation of the family especially wants to see.

We are proposing a step towards that future rather than doing nothing for yet another decade.

The main purpose of our amendments to the Area 2 Resort Master Plan is to accelerate the timeline for a satellite transit center, by transferring land into the hands of Teton Village

government. We propose conveying about 2.6 acres of our land immediately south of the gas station – land called “Parcels L and M.”

We don’t believe we should be transferring public land exactions to a private entity. That is not the right approach. Land for public transit should be in public ownership. That is a foundational Teton County value.

We are proposing to convey the land to Teton Village Association (TVA) because the conveyance is a “development exaction” required by Teton County: public land transferred to a public entity for public purposes and public use.

As you know, TVA is the statutorily authorized improvement service district that serves as the principal local governmental entity for Area 1 commercial lot owners. Per TVA’s website, “TVA enhances the guest experience to make Teton Village the #1 destination resort community. TVA is responsible for municipal-type functions in the commercial core of Teton Village. It is funded by property tax assessments on Teton Village commercial lots.” TVA is the only appropriate and transparent recipient of public purpose exaction land because it is the local governmental entity in Teton Village funded by taxpayers that is responsible for municipal functions.

All involved share the view that it is unlikely that the Transit Center’s ultimate home should be on Parcels L and M. Once the land is conveyed unrestricted to TVA and in public ownership, then TVA will be in the enhanced position with a land asset to work within their jurisdiction and with Area 1 stakeholders to locate and design transit improvements within Area 1, as envisioned.

We are outlining transparent steps. The appropriate mechanism for realizing your START Director and Transportation Manager’s vision is:

1. Approve the transfer of Parcels L and M to TVA as the appropriate governmental entity to receive public assets. Then TVA will own land within Area 1 of Teton Village that it can use to ultimately site the best location for the transit center.
2. Direct TVA and Area 1 stakeholders to work with your START Director and Transportation Manager to identify the best transit center location within Area 1 with full public collaboration and public meetings. We also hope the Area 1 business owners are central to discussions so that core Village vibrancy is a factor when locating this important future transit center in Area 1.
3. TVA can then work with JHMR on the best design and location in Area 1, potentially exchanging Parcels L and M to get there.
4. The BOCC will have a significant role at that time because this will require an amendment to the Area 1 Resort Master Plan.

You recently received a letter from Jackson Hole Mountain Resort (JHMR) that opposes our conveyance of public purpose exaction land to TVA. The letter put their request into writing for private transfer of public assets. JHMR wants you as a public board to transfer public assets (in this case, 2.6 acres of public purpose exaction land, Parcels L and M, from the Area 2 Resort Master Plan) directly to JHMR, a private corporation. To say that private entities should receive public assets is a policy position from a different era.

Private entities taking ownership of public land assets is outdated, and, in these post-Mike Lee-bill times, frankly inappropriate. Today, public lands should be in public hands, as we are doing in our amendments to the Area 2 Resort Master Plan.

In 2026, Four Shadows desires to move forward with a better approach, namely a transfer of public purpose exaction lands to an appropriate governmental entity under Wyoming State Statutes, specifically either to TVA (with authority under the Wyoming law for Village public infrastructure) or perhaps to Teton County itself. The 2.6 acres of public exaction land at Teton Village is a premium asset worth a considerable amount. We encourage you to keep public assets public, and transparently in the hands of statutory public entities.

Since at least 2011 we have collaborated with JHMR and TVA regarding joint planning. More recently, in the last six months, we communicated and consulted with JHMR via TVA and TVRD – and we did so openly and transparently via Village governmental entities so that there would be a public record about public purpose assets. We felt that was important for the public and to prioritize transparency so that the public had that assurance over its public exaction lands. An officer of TVA, JHMR's CEO Doug Pierini is the TVA Secretary. An officer of Teton Village Resort District, JHMR's Chief Financial Officer Braden Turner is the TVRD President. So each knew well in advance, transparently and officially, of our intent to submit Area 2 amendments. Indeed, we were delighted that JHMR leadership, including Doug Pierini and Mike Corbat, attended our public Neighborhood Meeting in December 2025 prior to submittal of our amendment package.

Another point to keep in mind is that Area 2 is not within the TVA boundaries. Likewise, Area 1 is not a party to the Area 2 Resort Master Plan, nor is JHMR or TVA. The County's Area 2 condition exacting land for the transit center requires action by us on someone else's property. You will agree that needs clarifying for many reasons.

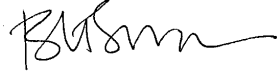
With the land conveyed, TVA and Area 1 partners can site the transit center as they want within Area 1. Four Shadows has no role in Area 1, other than transferring this land for public purposes.

We are transferring the exaction land ahead of when we are required for the express public benefit of enabling good transit planning, and realizing meaningful traffic reduction as your Stilson facility comes online. We have no development in Area 2 that triggers or requires us to make this exaction transfer at this time. Our intent with this amendment is to help the Village with its public purpose assets now, when they are needed, rather than decades away.

It is time for meaningful transit, which is why we are voluntarily amending our own Area 2 Resort Master Plan to enable better public transit. It is certainly not the time to privatize those public assets. **Help TVA and the County be in the driver's seat to lead the way on transit.** Prioritize transparency and the public good – as we are spearheading with our public purpose exaction land transfer amendments.

Again, thank you for you and your staff's vision for meaningful transit and true traffic reduction in our community.

Sincerely,



Bayless Sword



Turner Resor

cc: Teton County Planner Chandler Windom
Teton County Planning Commission
Teton County START Director
Teton County Transportation Manager
Teton County Deputy Attorney Keith Gingery
Teton Village Association
Teton Village Resort District

Attachment 4: PUD2025-0003 Redline from applicant with staff edits (4/10/26)

**AMENDED MASTER PLAN
FOR AREA TWO
TETON VILLAGE EXPANSION
PLANNED UNIT DEVELOPMENT
PLANNED RESORT (PUD 2002-0001)**

REVISED JUNE 6, 2017

REVISED, 2026

[UPDATE THIS PAGE ACCORDINGLY]

APPROVED WITH CONDITIONS BY THE TETON COUNTY
BOARD OF COUNTY COMMISSIONERS ON JUNE 6, 2017

AND, 2026

(ORIGINALLY APPROVED WITH CONDITIONS BY THE TETON
COUNTY BOARD OF COUNTY COMMISSIONERS ON JULY 12, 2005)

Form and Content of this Amended Master Plan for Area Two – Teton Village Expansion
Planned Unit Development – Planned Resort (PUD 2002-0001) (Revised June 6, 2017 and
, 2026) Approved by Christopher A. Neubecker, Planning Director, Teton County,
Wyoming:

Christopher A. Neubecker

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Christopher A. Neubecker, as the Planning
Director of Teton County, Wyoming, this _____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

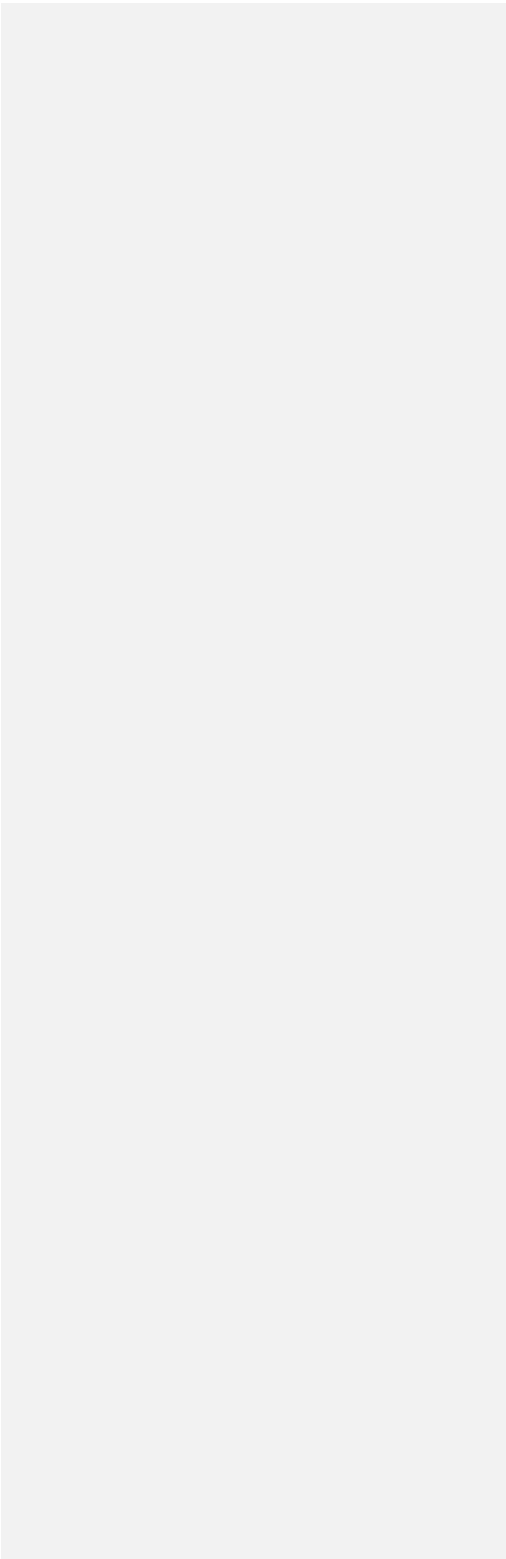
Table of Contents

Section 1	Project Description
Section 2	Statement of Purpose
Section 3	Consistency with Teton County Resolutions – LDRs
Section 4	Development Program and Land Use Plan
Section 5	Dimensional Limitations Schedule
Section 6	Design Standards
Section 7	Transportation and Demand Management Plan
Section 8	Capital Improvements
Section 9	Area 2 Relationship to the Existing Service Districts and Review Committees
Section 10	Storm Water, Water, and Sewer Management Plan
Section 11	Housing Mitigation Plan
Section 12 (XII)	Area Use Schedule
Section 13	Off Site Impacts
Section 14	Phasing Plan
Section 15	Procedure for Review of Development Proposals by Teton County
Section 16	Conditions of Approval and Standing of Resort Master Plan
Section 17	Amendment of and Minor Deviation from Resort Master Plan

Table of Contents: Appendices

A.	Vicinity Map
B.	Area 2 Rendering
C.	Teton Village Expansion Resort Master Plan Map
D.	Primary Components
E.	Environmental Analysis
F.	Proposed Map Amendment for PUD District for Planned Resort
G.	Village Core Design Standards
H.	Teton Village South Residential Community Design Standards and Master Signage Plan
I.	Traffic Plan
J.	Road Sections
K.	Transportation Study
L.	Transit Plan
M.	Trail Plan
N.	Fare Revenue Program Memo
O.	Storm Water Plan
P.	Water Plan
Q.	Sanitary Sewer Plan
R.	Affordable Housing Special Restrictions

S.	Summary of Amendments and Conditions
----	--------------------------------------



Section 1. Project Description

The location of the project is seen on the Vicinity Map (Appendix A), Area 2 Rendering (Appendix B), and Teton Village Expansion Map (Appendix C).

Area Two PUD of the Teton Village PUD District for Planned Resort ("Area 2") is comprised of two primary areas (Primary Components, Appendix D):

- The Village Core ("Village Core") consists of a mixed-use tract that includes public areas, local and visitor services, commercial space, pathways, condominiums, townhouses, affordable housing and employee housing. For purposes of the Area 2 Resort Master Plan ("Resort Master Plan"), "condominium" means an estate in real property consisting of a separate fee simple interest in an individual airspace unit of a multi-unit property together with an undivided fee simple interest in the common elements (which will include a portion of a lot, parcel, or tract of real property upon which the building(s) are located). For purposes of the Resort Master Plan, "townhouse" means a single-family unit, including the ground beneath the unit and may include a yard, parking areas, and driveways with a single unit going from ground to roof.
- A residential development south of the Teton Village Entrance Road ("Teton Village South Residential Community" or "TVSRC").

In addition, the applicant has voluntarily restricted the density allowed on land adjacent to Area 2. These parcels are shown on the Vicinity Map (Appendix A).

The rezoning encompassing the two primary areas described above is of a size and configuration that reflect the idea of a 'transect' of neighborhood types and densities. This transect is intended to create a spatial gradient moving from a denser, walkable core outwards to areas of houses and non-commercial buildings separated by increasing amounts of public and private open land. Area 2, in following the transect concept, creates a sustainable community through a broad cross-section of housing types and uses that nurture a cross-section of people, leading to community vitality.

Through several years of an ongoing community consultative process, the inclusion of these two primary areas in Area 2 has evolved as the only implementation and regulatory tool that combines the advantages of detailed open land protections, meaningful integration and connectivity between existing and proposed elements, a functionally viable mix of uses, and a harmonious blend of spaces that have the ability to create a memorable and regionally appropriate place.

Village Core

Although specific sketch plans will be required to further define this area, a description of the Village Core follows. A number of design factors are used in the Village Core to create a vital community, such as providing vertical mixed-uses, mixed-income housing that promotes a year-round population and a variety of people; a series of pathways that provide a diversity of recreational opportunities and encourage walking and biking to conveniences; a compact core

which creates a physical as well as a programmatic critical mass; a transit system that drops off visitors in the middle of that core; street-oriented buildings and uses with parking internal to the blocks so that people, not cars dominate the character of the streets; and parks and plazas that encourage different outdoor activities. Local services such as a grocery store and post office provide the conveniences required by the new and existing residents. The area may also includesinclude horse riding facilities, a visitor center, sheriff's substation and non-profit office space. Affordable and employee housing units are located within the Village Core and are within walking distance of the existing amenities and the new services. Ninety-eight One hundred twenty five (125) free-market units are also planned for the Village Core, all of which are walking distance to the Tram. In addition, up to 30 free-market units located on Townhouse B Sub-Tract in Teton Village South Residential Community may be transferred to the Village Core.

Commented [agb1]: Change for clarity only, as it may or may not include all of these improvements.

This area contains 10,000 square feet of retail, office, business or other non-residentialcommercial uses intended primarily to serve the Teton Village Resort ("Local Commercial"). Up to 60,000 square feet of commercial space may be added to the Village Core if it is transferred from the existing Area One PUD of the Teton Village PUD District for Planned Resort ("Area 1").

Commented [agb2]: Change to reflect that 27 units were already transferred from South Res'l Community to Village Core.

Commented [agb3]: Change for clarity only, as there are non-residential uses that are not commercial uses and therefore would not be local commercial uses. For example, institutional uses are non-residential but not commercial. Therefore, it is more accurate to say other commercial uses instead of non-residential uses.

A transit center containing a visitor information spacecenter is also planned for this project. Two entrances to Area 1 and Area 2 (which collectively make up the "Teton Village Resort") help alleviate traffic congestion in the peak hours. These amenities tie into and function with the existing Area 1. These elements can be seen in the Area 2 Rendering (Appendix B).

Additional information on the development plan for the Village Core is outlined in Section 4 Development Program and Land Use Plan.

For purposes of this Master Plan, Area 1 and Area 2 are collectively referred to herein as the "Teton Village Resort."

Commented [agb4]: Change for clarity, to make definition of Teton Village Resort more obvious for the reader.

Teton Village South Residential Community

The residential development south of the Teton Village Entrance Road is planned as an extension of the Village Core with decreasing density from the Village Core into the TVSRC. On the west portion of the project, compatible residential products and densities are proposed next to the existing residential development. Roadway, pathway and open land connections move from the Village Core into and throughout the residential development accompanied by native plantings, creeks and ponds. These elements can be seen in the Area 2 Rendering (Appendix B), and are further described below. The Teton Village South Residential Community consists of the following sub-tracts: an approximately 4-acre parcel for townhouses ("Townhouse A Sub-Tract"); an area of approximately 10 acres for townhouses ("Townhouse B Sub-Tract"); an area of approximately 131 acres for single-family residences ("Single-Family Sub-Tract"); an approximately 3-acre parcel for townhouses ("Townhouse C Sub-Tract"); and an approximately 16-acre parcel for townhouses ("Townhouse D Sub-Tract"). Acreages given herein for parcels and use areas are gross approximations meant for concept and sketch plan level considerations only; more precise acreages for the parcels and use areas will be provided on the final development plans for each of the components of Area 2; final acreages for the parcels and use areas will be established by final plats. Additional information on the development plan for Teton Village South Residential Community is outlined in Section 4 Development Program and Land Use Plan.

Single Family Sub-Tract

The single-family residential development consists of 100 single-family lots ("Single-Family Lot(s)"). The Single Family Sub-Tract extends south and west from the Townhouse B Sub-Tract and Townhouse A Sub-Tract and adjoins the existing south boundary of Area 1 and the Ellen Creek Subdivision. All development within this tract is single-family residential uses. The western- most Single-Family Lots adjoin the open space buffer in the Ellen Creek subdivision. The size of these lots will average approximately 1.25 acres to create a transition to the Ellen Creek subdivision. Transportation choices to this area will include cars, pathways, local transit and an on-call shuttle service.

Townhouse Sub-Tracts

Thirty-six townhouses are located between Fish Creek and the existing Area 1 condominiums with a pathway connection to the Village Core (Townhouse B Sub-Tract). Up to 30 of the 36 townhouse units located on Townhouse B Sub-Tract may be transferred to any parcel in the Village Core on which free-market units are permitted. Any townhouse units not included as part of the Final Development Permit for Townhouse B Sub-Tract are automatically deemed transferred to the Village Core. Nine townhouses were included in the Development Permit for Townhouse B Sub-tract, therefore twenty-seven have been transferred to the Village Core. Twelve townhouses are located on the south side of the Teton Village Entrance Road (Townhouse A Sub-Tract) framing the open land corridor and the Village Core entry. Almost all of these townhouse units are within easy walking distance of the Village Core and the skiing facilities.

Thirty-four townhouses are located on the southern end of the Teton Village South Residential Community (Townhouse C Sub-Tract and Townhouse D Sub-Tract).

Recreational Land, Conservation Easements, and Conservation Lands Outside of the Resort Zone

In order to mitigate the impacts of Area 2 and to provide certain benefits to the Teton Village Resort, Teton County, and the public, the applicant shall provide provided open lands consisting of recreational spaces within Area 2 and has provided density restricted lands in the Rural zone located outside of the free-market building envelopes south and east of the resort that are protected by a Conservation Easement Restricting Density that limits density. In addition, density shall behas been limited both within and outside of Area 2. The recreational lands requirement must behave been partially fulfilled within Area 2. The restricted lands outside of the free-market building envelopes shall behave been fulfilled on conservation lands outside of Area 2.

Conservation Easement Restricting Density

The Conservation Easement Restricting Density restricts limits density on four separate parcels of land: the Giltner Ranch, the Cheney Tract, East Mangum Tract and the Borgman Meadow (the "Non- PUD Restricted Lands") that adjoin the School Section to the north and to the south. The four parcels total 1,309 acres and are all owned by the applicant. The tract to the south is referred to as the Giltner Ranch and is approximately 1,018 acres. The tracts to the north are referred to as the Cheney Tract and the Borgman Meadow Tract, which are 109 and 42 acres, respectively. The tract to the east is referred to as the East Mangum Tract and is 140 acres. The original Conservation Easement Restricting Density, subject to existing and future amendment, restatement and/or supplementation, was entered into between Snake River Associates and The

Commented [agb5]: Change to reflect what exactly happened.

Commented [agb6]: Change to reflect that some of this happened already.

Commented [agb7]: Change to reflect title of conservation easement and what has already happened.

Commented [agb8]: Change to reflect title of conservation easement.

Commented [agb9]: Change to reflect title of conservation easement.

Jackson Hole Land Trust on July 26, 2007 and recorded August 8, 2007 and encumbered the four parcels described above, but with slightly different acreages (Book 673 of Photo, pages 937-1054). The original Conservation Easement was amended and restated in its entirety by that certain Amendment and Complete Restatement of Conservation Easement, recorded September 4, 2012 as Document Number 0821264. The Amendment and Complete Restatement of Conservation Easement was amended by that certain Amendment to Conservation Easement for Purposes of Substitution dated February 17, 2022 and recorded as Document Number 1033173.

Commented [agb10]: Change to reflect amendments to referenced easement, for accuracy.

Conservation Easement Covering Village Core Foreground

A conservation easement prohibiting buildings within three hundred feet of the existing westerly right-of-way line of Highway 390 will cover the lands previously used as horse pasture, as well as the land used for the village park. The original Conservation Easement Covering Village Core Foreground, subject to existing and future amendment, restatement and/or supplementation, was entered into between Snake River Associates and The Jackson Hole Land Trust on July 25, 2007 and recorded August 8, 2007 (Book 673 of Photo, pages 1055-1083).

Recreational Lands Requirement

Within Area 2 there shall be a minimum of 1.33 acres of recreational lands that together meet the following requirements (the "Recreational Lands"): provide a park of at least one acre that shall include Fish Creek as an amenity; or provide a village green of at least 0.33 acres; and is designed in concert with the objectives of the Scenic Resource Overlay for Highway 390. The Recreational Lands shall be restricted by the Resort Master Plan approval process itself. At sketch plan approval for each tract that contains Recreational Lands, specific restrictions shall be submitted that conform to the Resort Master Plan.

Notes for Clarity

For purposes of clarity, the following shall apply with respect to this Resort Master Plan:

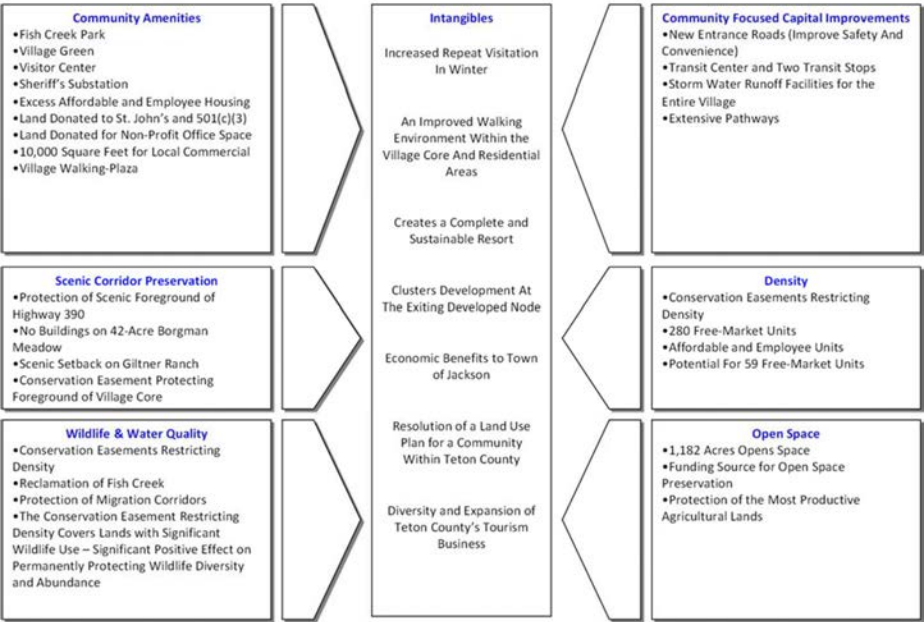
Commented [agb11]: Changes in this section are only for clarity.

- The ~~Unless otherwise expressly noted herein, the~~ term "LDRs" means the 1994 Land Development Regulations version in effect as of July 12, 2005 under which this Resort Master Plan was originally approved ~~and the~~.
- The term "2016 Land Development Regulations" means the 2016 Land Development Regulations version in effect as of November 16, 2016, under which PUD2017-0001 was approved.
- In the 2016 Land Development Regulations, Area 1 is also referred to as Teton Village I of the Teton Village Planned Resort Zone and Area 2 is also referred to as Teton Village II of the Teton Village Planned Resort Zone.

Section 2. Statement of Purpose

The Resort Master Plan seeks to create a coherent resort community while enhancing the economic, environmental and social attributes of the Teton Village Resort and Teton County. Additional growth immediately adjacent to the existing Area 1 will allow the village to become a complete, sustainable resort community, thereby enhancing the economic viability of the region. The addition of commercial services, extensive pathways, affordable and employee housing, civic services and improved amenities will allow for the completion of the Teton Village Resort as a mixed-use village community. The Resort Master Plan also seeks the protection of the scenic corridor on the west side of Highway 390. The community benefits and other mitigating factors for the free-market development portion of Area 1 are shown on Exhibit 1-1 below.

EXHIBIT 1-1: COMMUNITY BENEFIT



Plan Goals

The purpose of the Resort Master Plan is to provide for and guide the commercial, residential and recreational development of Area 2. As proposed, the Resort Master Plan is designed to achieve the following major goals:

- Maximize the Teton Village Resort’s potential contribution to the quality of life and economic sustainability of the greater Jackson Hole community.

- Provide an enhanced vacation experience to visitors to the Teton Village Resort during the summer, winter and shoulder seasons.
- Create a sense of place and village atmosphere at the Teton Village Resort.
- Provide an efficient arrangement of housing opportunities, supporting commercial and an amenity package at a scale and program size, which will fit physically, environmentally and economically with the expansion and improvement of the Teton Village Resort.
- Create a clear identity and character for the Teton Village Resort.
- Create an economically viable commercial area for local needs—~~local~~ commercial.
- Create two new Teton County roads entering the Teton Village Resort: a primary entrance as an extension of McCollister Drive and a secondary entrance providing additional access for the most intensely developed area.
- Create a quality transit center that will encourage public transportation.
- Create a seamless transition from the existing village to the expansion area.
- Protect the scenic corridor on the west side of Highway 390.
- Create a funding source for future open space preservation.
- Accomplish all of the above without increasing the potential free-market density in Teton County along Highway 390.

Commented [agb12]: Change only for clarity, not necessary language. And, other uses besides just Local Commercial could be used to create an economically viable area.

Additionally, in response to [LDR](#) Section 2180 A. Purpose and Intent of the LDRs:

Commented [agb13]: Change only for clarity.

1. Encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have a long-standing, beneficial role in the community.

Cooperative planning and design discussions between the applicant, Jackson Hole Mountain Resort ("JHMR") and the Teton Village Association have created a plan that offers a seamless transition from Area 1 into Area 2. The Resort Master Plan creates a Village Core at the base of the mountain with a village atmosphere and a sense of place. The integration of the expansion area and the existing resort will encourage and promote the various winter recreational activities that are familiar occurrences.

2. Provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences.

It is a major goal of the Resort Master Plan to improve the quality of the guest experience while respecting the natural environment. The cooperative planning between the applicant, the various service districts and JHMR will create a coordinated development.

3. Create a process in which Teton County and the Town of Jackson collaborate with landowners in planning and designing resort master plans that meet community goals and respond to the unique circumstances of the resort area.

The applicant has worked with Teton County throughout the project. After a series of meetings with the planning staff and a series of public workshops, changes and additions to the Resort Master Plan were made in order to address their concerns and suggestions. The applicant's aim is to ensure that this Resort Master Plan addresses all of the significant issues and has the appropriate level of design detail that is satisfactory to the planning staff.

4. Permit resort development that contributes to expanding winter and shoulder economic seasons.

The development of a commercial space and addition of a greater variety of recreational and community activities year round will create a more self-contained, complete resort community. As such, Area 2 will significantly contribute to an expansion of the winter and shoulder economic seasons. In addition, the proposed service areas help support the Teton Village Resort, thereby contributing to the winter economy.

5. Ensure that resort plans incorporate a mix of land use, promote alternative modes of transportation, and provide a pedestrian-oriented community in order to alleviate traffic-related impacts.

A fine-grained network of sidewalks, pedestrian streets, paths and trails have been provided to link neighborhoods to the ski, recreation and riding facilities and neighborhoods to retail and commercial areas. The neighborhood to the south of the Teton Village Entrance Road has been designed to provide strong street and pedestrian connections to the Village Core.

6. Ensure resort plans are consistent with the Comprehensive Plans, and therefore, are beneficial to the community.

The Resort Master Plan meets the community vision, population, economy and growth goals, community character goals, natural and scenic resources goals, affordable housing goals, commercial and resort development goals, community facilities goals, transportation goals, intergovernmental coordination, and agricultural resources of the Comprehensive Plan.

7. Enable long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area.

The Resort Master Plan establishes predictability for what can be developed on the land, subject to the application. Separate from the zone district amendment, as described above the applicant proposed and granted in 2007 a Conservation Easement—~~Restricting Density~~ that limits the maximum free- market development on 1,309 acres owned by the applicant. Therefore, the combination of Area

2 and these conservation easements establish the maximum development allowed on approximately 1,517 acres of land accessed by Highway 390. This predictable future includes a reduction in the total potential free-market units from what could have been approved under the LDRs. Due to this predictability, the Wyoming Department of Transportation and Teton County can more accurately predict the future traffic on Highway 390 and also other future infrastructure needs.

Commented [agb14]: Changes in this paragraph made for clarity and accuracy.

8. Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character.

The proposal provides a meaningful amount of affordable and employee housing. It also includes ~~local-commercial~~ Local Commercial. These factors help create a sense of community. The applicant has organized the proposed land uses so that the more dense uses in the Village Core transition to residential. The ~~land located near the~~ entry of the Teton Village Resort will use may include facilities that display and honor our community's Western heritage, such as a saddle house and corrals, and trail riding, wagon rides, and winter sleigh ride facilities, to enhance the sense of arrival.

Commented [agb15]: Capitalized because it is a defined term.

Commented [agb16]: Expanded language to give a better of idea of the family's intentions.

9. Produce resort plans that make significant contributions toward protecting attributes of the community that are considered critical to the community's long-term health, welfare, and well being.

The Resort Master Plan strikes a balance within the borders of the proposed development. Area 2 contains 280 free-market housing units while providing significant affordable and employee housing. The Village Core contains ~~local-commercial~~ Local Commercial. The Resort Master Plan contributes to the protection of the scenic corridor; it decreases the number of potential free-market homes in Teton County; it ~~enhances~~ enhanced trout habitat ~~in~~ by re-creating the sinuosity of Fish Creek through the South Residential Community; and it helps create a coherent resort community.

Commented [agb17]: Capitalized because it's a defined term.

Commented [agb18]: Change only for clarity, and because it already happened.

Section 3. Consistency with Teton County Resolutions – LDRs

The approval of this Resort Master Plan required a map amendment that expanded an existing Planned Unit Development District for Planned Resort area on the Teton County Zoning Map. In addition, the Resort Master Plan required a text amendment to the LDRs.

Map Amendment

The map amendment [DBA-02DBA2002](#)-0001 expanded the existing Planned Unit Development District for Planned Resort area for Teton Village on the Teton County Zoning Map. A subsequent map amendment, [DBA-09DBA2009](#)-0003, was approved ~~and is, as~~ shown on the Map Showing Boundary of PUD District for Planned Resort ~~as Last Amended by District Boundary Amendment DBA-2009-0003~~, Appendix F.

Commented [agb19]: Changes only for accuracy and clarity.

Text Amendment

The text amendment to the LDRs consisted of two parts.

- The initial amendment required changes to Section 2180.B.1. This section acknowledged the map amendment as specified above, created the Teton Village Expansion, and allowed for an application as a PUD.
- The second amendment approved the Resort Master Plan.

Amendment Standards and Teton County Plan Goals

In accordance with [the 1994 LDR](#) Section 5150, D.; amendments to the text of the LDRs or an amendment to the Official Zoning District Map, Teton Village Expansion Master Plan shall be consistent with (i) the purposes of the LDRs, (ii) the Comprehensive Plan, (iii) other provisions of the LDRs and (iv) other Teton County Resolutions. The Resort Master Plan is consistent with all of the above provisions.

Commented [agb20]: Change only for accuracy/clarity.

[In accordance with the 2016 LDRs, Section 8.2.13.D, a PUD Amendment, shall be reviewed and approved pursuant to Section 8.7.3, PUD, the Board of County Commissioners shall consider the findings listed in Section 4.3.1.D.](#)

Commented [agb21]: Change only for clarity.

The applicant's land adjoining the existing Area 1 has been designated as an expansion area for an existing development node. This application is consistent with that designation in the Comprehensive Plan. And as such, this application is also consistent with the purpose of the LDRs. The purpose of the Comprehensive Plan is to allow development in such a way so as to maintain the community character of Teton County and sub-areas, like Teton Village. The Teton Village expansion node is ~~shown and discussed in~~ the Teton County 2020 Futures Map.

Commented [agb22]: Change for accuracy.

In accordance with [1994 LDR](#) Section 5150, E.; standards for review of amendments to the Official Zoning District Map, an amendment can occur only if one of the following conditions exist: (i) there is a mistake in the Comprehensive Plan or (ii) there have been changes in road locations, other infrastructure, population trends, land committed to development, or other changes that justify the amendments to the Official Zoning Map. In this case, the amendments to the Official

Commented [agb23]: Change only for accuracy/clarity.

Zoning District Map are allowed based on the second condition, “changes...that justify the amendment to the Official Zoning District Map.” When the existing Area 1 was approved in 1998, it left many resort needs unresolved. As land within the resort has been committed to development, these unresolved needs have become critical. These needs include but are not limited to better access roads, workforce housing and resort service areas.

Another change that ~~justifies~~justified the amendment is that the applicant’s land adjacent to the existing Area 1 has now been committed to development and will be developed in the near future. As it was clear from the Board of County Commissioners (“BOCC”) response to the Bowman Road Planned Residential Development, the commissioners felt that the existing zoning does not allow the appropriate kind of development immediately adjacent to the existing Area 1. Therefore, this resort expansion application provides an opportunity to plan the appropriate expansion of this area. In addition, since the Resort zone boundary was set with the adoption of the Comprehensive Plan in 1994, it has become evident that changes in roads and other infrastructure requirements for the resort are necessary and cannot be met within the existing resort boundary. Area 2 allows those existing needs to be addressed.

Commented [agb24]: Change because already happened.

In accordance with 1994 LDR Section 5150, F.; standards for review of amendments to the text of the LDRs may be approved for reasons including: (i) implements the Comprehensive Plan, (ii) better achieves the Comprehensive Plan goals and objectives, (iii) shows that existing LDRs are unreasonable, (iv) responds to State or Federal legislation rendering LDRs obsolete or (v) provides additional flexibility. The Resort Master Plan meets the second, third and fifth standards.

Commented [agb25]: Change for clarity/accuracy.

Section 3 Consistency with Teton County Resolutions – Teton County Comprehensive Plan, addresses standard two: how the Resort Master Plan better achieves the goals and objectives of the Comprehensive Plan.

Standard three, unreasonableness of the existing LDRs, is also met. The LDRs preclude the uses necessary for a planned resort development. Only through the rezoning can the expansion node as envisioned by the placement of the Future Development Node on the 2020 Futures Map be met. Expanding the resort district designation is the best mechanism to address the existing spillover onto the applicant’s land and to meet the needs of the existing resort.

Area 2 is a perfect example of the provision of additional flexibility, thus meeting standard five. The LDRs were adopted to provide flexibility to owners and developers to find creative development solutions. This flexibility is given so that the community’s needs are more fully addressed while allowing developers to have a financially viable program.

Section 4. Development Program and Land Use Plan

The development program and land use plan for Area 2 is designed to control bulk, scale and density while providing some flexibility in the distribution of that density to allow development to respond to specific site conditions and market conditions. The proposed program reflects a build-out potential for 280 free-market units; 10,000 square feet of ~~commercial~~Local Commercial development in the Village Core; institutional uses; resort support uses; and affordable and employee housing for 365.75 people. Up to 60,000 square feet of commercial space may be added to the Village Core in Area 2 if it is transferred from Area 1.

Commented [agb26]: Capitalized because it's a defined term.

To effect the transfer of commercial square footage between property owners in Area 2 and Area 1, a document executed by the sending property owner and the receiving property owner shall be recorded with the Teton County Clerk, indicating that the commercial square footage is being transferred to the receiving property (transferee) and is no longer available for the sending lot or tract (transferor). Upon recordation of such document, a copy of the recorded document shall be provided to both the TVA and Teton County Planning Department.

Commented [agb27]: Added to make clear how a transfer would occur. No transfer planned or discussed at this time. Just adding this for clarity going forward.

In total 180 free-market units are available for short-term rental in Area 2, which includes all of the units in the Village Core and all of the units located in Townhouse Sub-Tract A, B, C, and D. For the purposes of the Resort Master Plan, short-term rental means the rental of all or a portion of a house, townhouse, condominium, apartment, or other residence for less than thirty (30) days. Free-market rentals mixed with affordable and employee units will help create a vibrant Village Core and will contribute to the economic vitality of both the Teton Village Resort and the Town of Jackson.

No time-share or fractional product will be permitted, except for within the Townhouse C Sub-Tract and Townhouse D Sub-Tract, which may be developed as whole ownership or fractional product. No more than one hotel is permitted.

The applicant with input from Teton County Weed and Pest and a representative of the University of Wyoming developed and will implement a plan to control noxious weeds and mosquitos on the site.

The Leadership in Energy and Environmental Design (LEED™) Green Building Rating System represents the U.S. Green Building Council's standard for what constitutes a "green building." Developers will be encouraged to follow LEED™ guidelines for the construction of commercial development.

Acreages given hereon for parcels and or use areas are gross approximations meant for concept and sketch plan level considerations only; more precise acreages for the parcels and use areas will be provided on the final development plans for each of the components of Area 2; final acreages for the parcels and use areas will be established by final plats.

A summary of the development program is shown in Exhibit 4-1. A more detailed description of the development program by each of the primary components is outlined in the sub-sections below.

EXHIBIT 4-1: DEVELOPMENT PROGRAM SUMMARY

	Village Core	TVSRC
Acreage	43	169
Free-Market Units	98125 (see note)	182155 (see note)
People in Affordable & Employee Units	365.75 (see note)	0
Local Commercial	10,000	0
Resort Support Uses	YES	YES
Institutional Uses	YES	YES
Other	Village Plaza Village Green	Fish Creek Park

Commented [agb28]: Change to reflect that 27 units were transferred.

Note: This table shows the 10,000 square feet of Local Commercial allocated to Area 2, but does not show the remaining potential 60,000 square feet of commercial space which may be added to the Village Core in Area 2 if it is transferred from Area 1.

Commented [agb29]: Changes only for clarity – to improve language.

Note: The 365.75 people in affordable and employee units shown in this table does not include the 6.00 people housed off site (Shooting Star Golf Course).

Note: The table does not has been updated to reflect the fact that up to 3027 free-market units located on Townhouse B Sub-Tract may behave been transferred to the Village Core from the Teton Village Residential South.

Commented [agb30]: Change to reflect what has actually happened.

The Area Use Schedule for Area 2 is shown in Exhibit 4-2 below.

EXHIBIT 4-2: AREA USE SCHEDULE

	Single-Family-Sub-Tract	Townhouse-Sub-Tracts	Village Core
Residential (see note)			
Conventional Single-Family	Y	Y	Y
Single-Family Subdivision	Y	Y	Y
Multi-Family Residential	N	Y	Y
Multi-Family Affordable	N	N	Y
Employee Units	Y	N	Y
Accessory Residential Unit	Y	N	Y
Home Occupation	Y	Y	Y
Mobile Home Park	N	N	N
Institutional Residential	N	C	C
Non-Residential Agricultural			
Agriculture	Y	Y	Y
Non-Residential Resort/Recreational			
Horse riding, Polo	N	N	N
Skiing	Y	Y	N
Dog sled rides	Y	N	N
Fishing	Y	Y	Y
Heli-Ski port	N	N	N
Tennis	Y	Y	Y
Golf	N	N	N
Resort Support	Y	Y	Y
Non-Residential Institutional			
Institutional	N	C	Y
Utilities	C	C	C
Day Care Center, Group	N	N	Y
Non-Residential Commercial			
Restaurant/Bar	N	N	Y
Hotel/Condos w/support services	N	N	Y
Commercial Retail	N	N	Y
Office	N	T	Y
Local Commercial	N	N	Y
Nurseries	T	T	T
Construction Storage/Staging	T	T	T
Non-Residential Industrial			
Maintenance	N	N	N
Gravel processing	C	C	N

Commented [agb31]: Susan and I took a close look at the chart, and felt like it could be revised to reflect how the County actually applies the chart in practice, and to reflect the use terms in this master plan. None of the changes grant additional rights, they simply improve this chart to reflect what is actually occurring.

Y=Permitted By Right, C=Conditional Use, N=Not Permitted, T=Temporary Use, I=Included with Base Use

	Single-Family Sub-Tract	Townhouse Sub-Tracts	Village Core
Residential			
Detached Single-Family	Y	Y	Y
Single-Family Subdivision	Y	Y	Y
Multi-Family Residential	N	Y	Y
Multi-Family Affordable	N	N	Y
Employee Units	Y	N	Y
Accessory Residential Unit	Y	N	Y
Home Occupation	Y	Y	Y
Mobile Home Park	N	N	N

<u>Institutional Residential</u>	<u>N</u>	<u>C</u>	<u>C</u>
<u>Non-Residential Agricultural</u>			
<u>Agriculture</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<u>Resort Support</u>			
<u>Skiing</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Dog sled rides</u>	<u>Y</u>	<u>N</u>	<u>Y</u>
<u>Fishing</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<u>Heli-Ski port</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>Tennis, Pickleball</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<u>Golf</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>Public Restrooms</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Public Ski Lockers</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Transit Center</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Daycare center, Group</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Teton Village ISD Offices</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Other Resort Support</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Institutional</u>			
<u>Utility Facilities</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Sheriff substation</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Post office</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Nonprofit office space</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Other Institutional</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Commercial (any of which may be Local Commercial)</u>			
<u>Restaurant/Bar</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Other commercial uses</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Retail</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Office</u>	<u>N</u>	<u>N</u>	<u>Y</u>
	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Non-Residential Industrial</u>			
<u>Industrial</u>	<u>N</u>	<u>N</u>	<u>C</u>
<u>Temporary</u>			
<u>Event/Special Event</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Construction Storage and Staging</u>	<u>Y</u>	<u>Y</u>	<u>B</u>
<u>Nurseries</u>	<u>Y</u>	<u>Y</u>	<u>B</u>
<u>Gravel Processing</u>	<u>C</u>	<u>C</u>	<u>N</u>
<u>Lodging</u>			
<u>Hotel</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Condo</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Accessory to Lodging</u>	<u>N</u>	<u>N</u>	<u>Y</u>

Y = Permitted by Right, No Use Permit Required

B = BUP required

C = CUP required

Note: Only residential uses are permitted on the Single-Family Sub-Tract, Townhouse A Sub-Tract, Townhouse B Sub-Tract, Townhouse C Sub-Tract, and Townhouse D Sub-Tract located in the Teton Village South Residential Community, except as allowed by the above Area Use Schedule (Exhibit 4-2). Residential uses for the Single-Family Sub-Tract include home occupation, long-term rental, sales and management office and home uses (home business, family day care home, group day care home and cottage industry). Residential uses for the Townhouse A Sub-Tract, Townhouse B Sub-Tract, Townhouse C Sub-Tract, and Townhouse D Sub-Tract include home occupation, short-term rental, sales and management office and home uses (home business, family day care home, group day care home and cottage industry).

In addition, at the discretion of BOCC, Parcel P uses include infrastructure uses and recreational uses (e.g. tennis courts).

“Lodging Uses” are defined as a building or a portion of a building containing rooms, areas or separate spaces intended for overnight occupancy by paying guests. Lodging uses are not commercial uses.

“Accessory to Lodging Uses” are uses associated secondary to a primary with Lodging Use. Interior Accessory to Lodging Uses may include associated office spaces; meeting space / conference facilities no larger than necessary to accommodate lodging guests; restaurant facilities solely for lodging guest, such as breakfast bars or kitchen space used for room service; spa; health club; pools and other recreational facilities; lounge lobby; ski lockers; and other similar service /support facilities. Exterior Accessory to Lodging Uses may include pool and spa facilities; racquet courts and other similar uses. Accessory to Lodging Uses shall not be considered commercial uses.

Approximately 10,500 square feet of “Institutional Uses” may be constructed as part of the Village Core. Institutional use storage space is not counted against the 10,500 square feet as long as it meets all of the following parameters: (1) the storage space is located in a basement (basement means a portion of a building, where the walls extend four feet or less above finished grade for at least fifty percent of the total perimeter of the building and at no point is more than ten feet above finished grade); (2) the square footage of the storage space does not exceed the square footage of the first floor; and (3) the design and construction of the storage space meets the storage usage classification as determined by the Teton County Building Department (the storage space shall be classified as storage on the building permit). Institutional Uses will include a sheriff’s substation, a post office, non-profit office space, offices related to resort operations or general Teton Village government operations, and other similar uses. Institutional uses also include public and semi-public uses such as public performing space and other similar uses; these uses shall not be considered commercial uses.

“Resort Support Uses” include facilities that provide amenities to support, or that are utilized to operate, the Teton Village Resort, which may include a transit center and other transportation-related facilities ; visitor center; daycare facilities; eating areas not specifically associated with an establishment selling food; outdoor eating establishments; Nordic skiing, horseback trail riding, horse-drawn sleigh rides and associated facilities for all such activities; maintenance facilities; public restrooms; and other similar uses. Resort Support Uses are not commercial uses.

Commented [agb32]: Parcel P uses are addressed already so removed because redundant and therefore confusing. See Exhibit 4-4 notes.

Commented [agb33]: The Master Plan was missing a definition of Lodging Uses and Accessory to Lodging Uses. Lodging uses are contemplated (see preceding paragraph) and assigned APOs. When you have a lodging use, there will most always be amenities provided and the Master Plan was silent on how those amenities would be classified. Area 1 Master Plan has both a lodging and accessory lodging use definition so it makes sense to update this Master Plan to include similar definitions. This will avoid ambiguities down the road.

Commented [agb34]: *There is a discrepancy between the 10,500 sf of Institutional currently allowed by the Mater Plan and the 9,500 sf of Institutional listed in LDR Sec. 4.3.4, which was likely a staff error (Susan) not realizing the LDR also needed to be amended in the last revision approved in 2017. Chandler, how do you want to deal with that?

Commented [CW34R2]: Staff will try to address this with the next LDR cleanup

Commented [agb35]: Added defined term for ease of use throughout. For clarity.

Commented [agb36]: Change for clarity.

Commented [agb37]: Visitor center should be resort support, not institutional.

Commented [agb38]: Redundant so deleted.

Commented [agb39]: Created defined term for clarity in this master plan. Refined this definition for clarity, but no substantive changes.

Just a note that we included tennis and pickleball as Resort Support uses in the use table, but we think it can be both Accessory to Lodging and Resort Support if a racquet court is in the Village Green for example.

Village Core

The Village Core contains affordable and employee units for 365.75 people, 98125 free-market units and 10,000 square feet of Local Commercial space. In addition, up to 30 free market units located on Townhouse B Sub Tract in TVSRC may be transferred to the Village Core. Up to 60,000 square feet of commercial space may be added to the Village Core in Area 2 if it is transferred from Area

1. Seventy thousand square feet of commercial space in the Village Core is the maximum amount permitted. The applicant executed a covenant enforceable by the Town of Jackson restricting the Village Core to a maximum of 70,000 square feet of commercial. This deed restriction, subject to existing and future amendment, restatement and/or supplementation, was entered into July 22, 2009 and recorded on October 19, 2009 (Book 742 of Photo, pages 248-253).

The existingArea 1 village commercial area is fragmented spatially and is further hampered by the relatively steep slopes separating areas of commercial activity. To effectively hold and retain a clientele of local permanent residents as well as seasonal visitors, a flat site adjacent to the existing villageArea 1 containing commercial space is needed. Thirty-five thousand square feet of retail space in the Village Core allows a realistic amount of mercantile diversity to produce synergy and vitality, year round. Thirty-five thousand square feet of office space in the Village Core is large enough to retain residents who need office space in the Village Core, reduce employment-related car trips out of the Village Core and increase Village Core vitality while helping sustain the proposed retail and restaurant development. This amount of space is the minimum necessary to seamlessly tie the new development to the approved development. This location and quantity of commercial space provides the opportunity to create a compact and easily walkable commercial core that is accessible to the existing center.

The Village Core parcels are seen in Exhibit 4-3 below. The location and size of each of these parcels at final development plan approval will be similar, but may not be identical, to their location and size as described in the Resort Master Plan.

Commented [agb40]: Change to reflect what has happened.

Commented [agb41]: Change for accuracy because Local Commercial is defined term.

Commented [agb42]: Changes in this paragraph are only for clarity/accuracy.

EXHIBIT 4-3: TETON VILLAGE CORE PARCELS



All of the free-market dwelling units in the Village Core are eligible for short-term rental. Each of the free-market units available for short-term rental can be converted into two hotel, motel or similar lodging units, including hotel suites, that exist as sleeping quarters only and do not contain a kitchen. Average Peak Occupancy ("APO") is the figure used to calculate guest accommodation capacity. A hotel, motel, or similar lodging unit, including hotel suites, that exists as sleeping quarters only, and does not contain other types of living spaces such as a living room or kitchen, shall be assigned an APO of two. A dwelling unit, including those with lock-offs, used for short term rental shall be assigned an APO of four. All other lodging facilities shall be assigned an APO of two. As such, there are 392500 APOs in the Village Core to reflect the permitted transfer of 27 units from Teton Village Residential South Townhouse Sub-tract B. For example, if there are 64 APOs reserved for condominium/hotel units, these could be developed either as a combination of 8 condominium units (4 APOs/unit) and a 16-room hotel (2 APOs/unit) or as a 32-room hotel (2 APOs/unit), or some combination of the condominium and hotel units totaling 64 APOs.

Commented [agb43]: Change for accuracy.

The plaza and surrounding mixed use space adjacent to the Area 1 (office, retail, restaurant and free market housing space located in Parcel B and Parcel C) will not be constructed before January 1, 2008.

Commented [agb44]: Removed because no longer relevant.

Use and Program Plan by Parcel

The location of residential units, affordable and employee housing, and commercial space is allocated among 15 parcels within the Village Core. Each parcel has a maximum development program associated with residential units and commercial square footage, allowing flexible development of individual lots while maintaining the same overall limits to development within Area 2. The uses and maximum development by parcel are shown on Exhibit 4-4 and 4-5 below.

EXHIBIT 4-4: COMMERCIAL, FREE-MARKET UNITS, AFFORDABLE AND EMPLOYEE UNITS, INSTITUTIONAL AND RESORT SUPPORT USE BY PARCEL

	Commercial	Free-Market	Employee / Affordable	Institutional	Resort Support
Parcel A	YES	NO	See Note	YES	YES
Parcel B	YES	YES	YES	YES	YES
Parcel C	YES	YES	YES	YES	YES
Parcel D	YES	YES	YES	YES	YES
Parcel E	NO	NO	YES	YES	YES
Parcel F	NO	NO	YES	YES	YES
Parcel G	<u>NOYES</u>	YES	See Note	YES	YES
Parcel H	<u>NOYES</u>	YES	See Note	YES	YES
Parcel I	YES	NO	YES	YES	YES
Parcel J	NO	YES	YES	YES	YES
Parcel K	NO	YES	See Note	YES	YES
Parcel L	NO	YES	See Note	YES	YES
Parcel M	NO	YES	See Note	YES	YES
Parcel N	YES	NO	See Note	YES	YES
Parcel P	NO	NO	NO	See Note	See Note

Commented [agb45]: We are not sure why commercial wasn't allowed on G and H. We would like to amend to a yes for G and H, to keep options open for the future. May have been based on obsolete site plan for G and H.

Note: The additional affordable and employee housing units required by the Board of County Commissioners in their July 12, 2005 approval of the Resort Master Plan are not shown on the above table; the final location of these units will be determined at the Sketch Plan level.

Note: Although Parcel P lies within the Village Core its outright by right uses are limited to pathways, driveways and roads; underground utilities together with associated above-ground appurtenances and buildings devoted to utility services; storage uses; and fences. In addition, at the discretion with approval of the Board of County Commissioners a Conditional Use Permit, Parcel P uses include other infrastructure uses not listed above, and recreational uses (e.g. tennis courts).

Commented [agb46]: Changes in this paragraph are only for clarity/accuracy.

EXHIBIT 4-5: MAXIMUM COMMERCIAL AND RESIDENTIAL DEVELOPMENT BY PARCEL

	Square Feet of Commercial	Number of Free-Market Units	Persons in Affordable/Employee Housing
Parcel A	19,500	0	0.00 (see note)
Parcel B	3124,500	20 (see note)	36.25 (see note)
Parcel C	4034,300	20 (see note)	53.00 (see note)
Parcel D	14,000	18 (see note)	99.50 (see note)
Parcel E	0	0	85.75 (see note)
Parcel F	0	0	69.75 (see note)
Parcel G	017,500	83 (see note)	0.00 (see note)
Parcel H	02,500	32 (see note)	0.00 (see note)
Parcel I	9,000750	0	130.00 (see note)
Parcel J	0	20 (see note)	75.00 (see note)
Parcel K	0	19 (see note)	0.00 (see note)
Parcel L	0	24 (see note)	0.00 (see note)
Parcel M	0	25 (see note)	0.00 (see note)
Parcel N	10,000	0	0.00 (see note)
Parcel P	0	0	0.00

Commented [agb47]: Changed because original numbers were based on obsolete site plan. Took fresh look at these numbers and tried to align them better with other parcels.

Commented [agb48]: See note above re commercial on G and H. Changed because original numbers were based on obsolete site plan. Took fresh look at these numbers and tried to align them better with other parcels.

Note: The additional affordable and employee housing units required by the Board of County Commissioners in their July 12, 2005 approval of the Resort Master Plan are not included on the above table; the final location of these units will be determined at the Sketch Plan level. ~~If any of the 30 free market units located on Townhouse B Sub-Tract are transferred to the Village Core, then the Number of Free-Market Units would increase accordingly.~~

Commented [agb49]: Removed because irrelevant now. 27 were transferred.

Teton Village South Residential Community

The development plan for the Teton Village South Residential Community includes ~~182155~~ free market dwelling units on approximately 169 acres of land. This number ~~does not reflect the fact that up to 30 reflects 27~~ free-market units located on Townhouse B Sub-Tract ~~may be that have been~~ transferred to the Village Core. Acreages given hereon for parcels and use areas are gross approximations meant for concept and sketch plan level considerations only; more precise acreages for the parcels and use areas will be provided on the final development plans for each of the components of Area 2; final acreages for the parcels and use areas will be established by final plats. The ~~development plan~~ ~~for the area contains~~ ~~contain~~; 100 Single-Family Lots and ~~8255~~ townhouse units. This number ~~does not reflect~~ ~~reflects~~ the ~~fact that up to 30~~ ~~27~~ free-market units located on Townhouse B Sub-Tract ~~may be that have been~~ transferred to the Village Core. All Single-Family Lots are permitted an accessory residential unit. All townhouse units are available for short-term rental.

Commented [agb50]: All changes in this paragraph for accuracy, to reflect what happened.

No Single-Family Lot shall be subject to division or subdivision, except that this sentence shall not prohibit the combination of two lots into one lot or boundary adjustments among lots. No rental of a guest house separate from a principal residence is permitted on any Single-Family Lot, except when a guest house is rented as an ARU pursuant to current Teton County Regulations. This restriction will be included in the Declaration of Covenants, Conditions, and Restrictions ("CCRs") for the Single-Family Lots.

Section 5. Dimensional Limitations Schedule

~~No portion of Area 2 shall be subject to any additional Environmental Reviews or Standards beyond those completed and required in the 2004 Environmental Analysis (EVA2004-XXXX). Man-made water features, including irrigation ditches, shall be subject to a 15' setback from the top of bank, unless an irrigation ditch setback is waived by the owner of the water rights. Intermittent and ephemeral streams (Shorty Creek and Ellen Creek), berms and bioswales are permitted with no setback requirements require no setbacks, except for irrigation ditches which convey apportioned surface water flows, shall be subject to a 15' maintenance easement from the top of bank, unless the setback is waived by the owner of the water rights. Any new or existing uses shall be subject to 30-foot setbacks for naturally occurring, non-degraded wetlands. Irrigation-induced wetlands require no setbacks. All perennial streams shall require a setback of 50-feet unless otherwise except as noted in the Subsection on a plat below for the Teton Village South Residential Community. A County-approved building envelope (whether platted or approved onfiled as a T-map) supersedes all wetland and waterbody setback requirements, regardless if the waterbody is natural or man-made, allowing physical development to be located anywhere within the building envelope. Area 2 is exempt from the requirement for Natural Resource Assessments pursuant to LDR Section 8.2.2.C.1, regardless of NRO Tier.~~ Design adjustments and modifications to the Resort Master Plan may be submitted to the Planning Director for approval as outlined in Section 17, Amendment of and Minor Deviation from the Resort Master Plan.

Commented [agb51]: Changes necessary due to NRO LDR amendments.

Village Core

Each parcel within the Village Core is defined by a set of dimensional limitations that limit total parcel acreage, Landscape Surface Ratio ("LSR"), gross density, Floor Area Ratio ("FAR"), side yard setback, rear yard setback and maximum building height. These limitations ensure that the overall design has a seamless transition from Area 1 into Area 2. These dimensional limitations gradate height and density from higher at the Village Core to lower at the edge of the development. In addition, these dimensional limitations, in concert with the design standards outlined in Section 6 Design Standards help create a central area at the base of the mountain with a village atmosphere, a sense of place, and a walkable environment. Clock Tower Walk is the plaza located between Parcel B and Parcel C that will connect the Clock Tower to the west edge of Saratoga Road. The dimensional limitations for the Village Core are shown in the exhibits below.

The dimensional limitations in the exhibits below do not account for the additional affordable and employee housing units required by the Board of County Commissioners in their July 12, 2005 approval of the Resort Master Plan. As such, these limitations can vary in accordance with the addition of these units when their location is determined at the sketch plan level.

EXHIBIT 5-1: AREA RANGE AND MAX HEIGHT

	Area Range (acres)	Maximum Height (feet) (see note)
Parcel A	(2.2-2.4)	35.0
Parcel B	(2.0-2.4)	50.0
Parcel C	(2.3-2.5)	50.0
Parcel D	(2.5-2.9)	30.0 (see note)
Parcel E	(1.5-2.0)	30.0 (see note)
Parcel F	(3.1—3.5)	30.0
Parcel G	(9.5-10.6)	62.5
Parcel H	(3.0-3.4)	62.5
Parcel I	(2.3-3.3)	30.0
Parcel J	(2.6-3.6)	35.0
Parcel K	(1.3-1.6)	35.0
Parcel L	(1.7-1.9)	50.0
Parcel M	(0.7-0.9)	50.0
Parcel N	(2.5-2.9)	35.0
Parcel P	(1.0 – 1.4)	25.0
Clock Tower Walk	(0.50-0.70)	25.0
Village Green	(0.40-0.60)	20.0

Note: Towers designed as architectural features may be allowed up to a maximum height of 50 feet.

Note: For Parcel D and E a building height up to 50 feet shall be allowed for the area at southwest corner of Parcel D and for area at northwest of Parcel E.

Note: Height is measured from finished grade.

Commented [agb52]: Change for clarity.

EXHIBIT 5-2: BASE LSR, MAX GROSS DENSITY, AND FAR

	LSR	Max Gross Density (du/ac)	FAR
Parcel A	0.23	0.0	0.75
Parcel B	0.11	6.3	1.00
Parcel C	0.14	14.9	1.00
Parcel D	0.25	16.9	1.00
Parcel E	0.24	29.8	1.00
Parcel F	0.32	22.5	0.75
Parcel G	0.6037	10.6	1.00
Parcel H	0.5137	10.2	1.00
Parcel I	0.37	54.5	1.00
Parcel J	0.37	11.0	0.75
Parcel K	0.51	4.1	0.75
Parcel L	0.43	12.2	1.00
Parcel M	0.54	16.9	1.00
Parcel N	0.57	0.0	0.75
Parcel P	0.37	0.0	0.75
Clock Tower Walk	0.00	0.0	0.25
Village Green	0.90	0.0	0.00

Note: Maximum Gross Density is measured in dwelling units per acre and applies only to purely

residential structures and residential units in mixed-use buildings.

Note: The additional affordable and employee housing units required by the Board of County Commissioners in their July 12, 2005 approval of the Resort Master Plan are not included in the above table; as such, LSR and Max Gross Density can vary in accordance with the allocation of these additional affordable and employee persons housed to specific parcels.

Note: Incidental structures such as toilets, shelters, and playground equipment within parks and open spaces are not included in FAR calculations. Floor Area Ratio applies only to commercial office, retail and restaurant uses. FAR does not apply to parking structures or parking levels; basements; elevator shafts, except for the space taken up by the elevator on one floor; or stairways, except for one landing. Basements are excluded from the maximum floor area calculations.

EXHIBIT 5-3: STREET, SIDE AND REAR YARD SET BACKS

	Street Yard (feet)	Side Yard (feet)	Rear Yard (feet)
Parcel A	10.0 (TV Entrance Road) 10.0 (Tram Line Road)	5.0	5.0
Parcel B	10.0 (Saratoga Road) 10.0 (TV Entrance Road) 12.0 (Clock Tower Walk) 10.0 (Tram Line Road)	7.5 (Fronting Clock Tower Walk) 5.0 (All Others)	5.0
Parcel C	10.0 (Saratoga Road) 10.0 (TV Entrance Road) 3.0 (Clock Tower Walk) 10.0 (Apres Vous Road)	7.5 (Fronting Clock Tower Walk) 5.0 (All Others)	5.0
Parcel D	10.0 (Apres Vous Road) 10.0 (Saratoga Road) 10.0 (Crystal Springs Road) 10.0 (Village Green)	5.0	5.0
Parcel E	10.0 (Saratoga Road) 10.0 (Tram Line Road) 10.0 (Crystal Springs Road)	5.0	5.0
Parcel F	10.0 (Tram Line Road) 10.0 (Crystal Springs Road)	5.0	5.0
Parcel G	12.0 (Apres Vous Road) 15.0 (Saratoga Road) 12.0 (Granite Loop Road)	10.0	15.0
Parcel H	12.0 (Apres Vous Road) 15.0 (Saratoga Road) 15.0 (Granite Loop Road)	10.0	10.0
Parcel I	12.0 (Apres Vous Road) 15.0 (Granite Loop Road)	10.0	20.0
Parcel J	10.0 (Apres Vous Road) 10.0 (Crystal Springs Road)	5.0	10.0
Parcel K	60.0 (Crystal Springs Road)	5.0	25.0
Parcel L	30.0 (Teton Village Road) 15.0 (Village Drive)	5.0	20.0
Parcel M	30.0 (Teton Village Road) 15.0 (Village Drive)	5.0	20.0
Parcel N	40.0 (Crystal Springs Road)	45.0	30.0
Parcel P	10.0 (Granite Loop Road)	5.0	5.0
Clock Tower Walk	10.0 (Crystal Springs Road) 12.0 (Apres Vous Road)	15.0	15.0
Village Green	10.0 (Saratoga Road) 10.0 (Crystal Springs Road)	15.0	15.0

Note: The following are the allowable street yard encroachments: porches, a maximum of 7 feet; bay windows, a maximum of 4 feet; roof overhangs, and eaves a maximum of 2 feet; chimneys and fireplaces, a maximum of 2 feet; steps and handrails a maximum of 7 feet; driveways that serve as parking areas a maximum of 10 feet; fences and railings a maximum of 7 feet or further if required by code; planters and retaining walls no higher than 2 foot 6 inches; pilasters, columns

and other structural elements not related to a porch, a maximum of three feet; signs (wall, projecting and monument), exterior lighting and other similar appurtenances approved by the Planning Director. Public walks or paths, and private walks or paths that cross a street yard and provide access from a public path or walk to a unit or lot have no setback requirement and can encroach fully within the setback. Porches shall not be enclosed to create an interior space. These encroachments apply to all parcels unless stated otherwise.

Note: For street yard, side yard and rear yard setbacks within the Scenic Resources Overlay Zone, all buildings, parking structures and surface parking that may be viewed from Highway 390 must be setback a minimum of 350 feet from the roadway edge. The only exceptions to this 350-foot setback requirement shall be buildings associated with a horse riding facility, which shall either include character-setting architecture or be screened by landscaping.

Note: For street yard, side yard and rear yard setbacks where ground floor levels incorporate one-level residential units, these units shall be buffered from adjacent public right-of-way by porches, balconies, or a minimum of 10 feet wide landscaped buffer for at least 25% of its right-of-way frontages.

Note: For street yard, side yard and rear yard setbacks the category of limited structures includes above-ground appurtenances of below-ground utilities. These shall include wellheads, power, communications, energy, and drainage utility facilities, [and](#) shall be enclosed in architectural envelopes consistent with the architectural design standards for the project, and shall not be larger than 500 square foot in footprint without review and approval by the governing architectural review committee.

Note: For side yard setbacks the following are allowable encroachments: fences no higher than 6 feet; roof overhangs and eaves, a maximum of 2 feet; chimneys and fireplaces, a maximum of 1 foot.

Note: For rear yard setbacks the following are allowable encroachments: roof overhangs and eaves, a maximum of 2 feet; yard fencing a maximum of 15 feet.

Teton Village South Residential Community

Single-Family Lots

The Single-Family Lots have been individually designed based on views, streams, topography and relationship to other development. Each lot will have a specific building envelope defined on a separate map of survey recorded in the Teton County Clerk's office that will define the setbacks for the lot. As stated in the single-family CCRs there are specific exceptions as to what improvements can extend beyond the building envelope and to what degree. The original CCRs, subject to existing and future amendment, restatement and/or supplementation, were recorded August 8, 2007 (Book 673 of Photo, pages 1145-1165). These exceptions include parking areas, fire pits, patios (including hot tubs and pools situated within or upon such patios), retaining walls, and fences enclosing a vegetable garden, which can extend beyond the building envelope one-half the width of the setback or 15 feet, whichever is less. In addition, [eaves/eaves](#), balconies, decks or porches are allowed to extend beyond the building envelope one-half the width of the setback

or 6 feet, whichever is less. Also, temporary fencing anywhere on a lot for construction envelopes and to protect landscaping from deer and moose until it is established is allowed. All improvements allowed in the setback shall be less than 4 feet in height, except special purpose fencing. The setback from Fish Creek will be 50 feet for the portion of Fish Creek south of Bowman Road and 33 feet from Fish Creek north of Bowman Road. These setbacks will be defined by the building envelopes and once determined will become the setback of record. The building envelope for Single-Family Lots adjacent to Fish Creek south of Bowman Road will be 50 feet from the mean high water mark, or from the top of the bank, whichever is farthest from the thread of the stream as measured on July 12, 2006. The building envelope for Single-Family Lots adjacent to Fish Creek north of this road will be 33 feet from the mean high water mark, or from the top of the bank, whichever is farthest from the thread of the stream as measured on July 12, 2006. Although the separate easement regulated by the ACOE described in the Environmental Analysis, Appendix E, subject to existing and future amendment, restatement and/or supplementation, and recorded as that Declaration of Covenant for Stream Project and Buffer Area (Book 663 of Photo, pages 91-11), is measured from the centerline of the creek, defining the setbacks through the building envelopes utilizing mean high water mark or top of the bank ensures that setbacks are consistent with the Teton County LDRs. [Seasonal snowmelt streams have no setback, as depicted on the approved building envelope maps referenced on the plats.](#)

Commented [agb53]: Necessary for clarity due to NRO LDR amendments.

In general, the street setback is 50 feet, side setback 30 feet and rear setback is 40 feet, but in some cases the setback are less due to specific design considerations. However, in all cases the building envelope will be at least 50 feet from the existing boundary with Ellen Creek subdivision or Area 1. The minimal LSR will be 0.5. No building shall exceed 30 feet above finished grade, as measured and defined by the LDRs. Due to the irregular shape of the lots an overall Floor Area Ratio is not practical, instead maximum square footage limitations for houses are used. These maximum square footages for each of the lots are shown below.

- Three lots 5,000 Habitable square feet; 6, 450 total square feet
- Seven lots 6,000 Habitable square feet; 7,700 total square feet
- Twenty one lots 7,000 Habitable square feet; 8,850 total square feet
- Sixty nine lots 8,000 Habitable square feet; 10,000 total square feet

Townhouse A Sub-Tract, Townhouse B Sub-Tract, Townhouse C Sub-Tract, Townhouse D Sub-Tract, and Fish Creek Park

The dimensional limitations for Townhouse A Sub-Tract, Townhouse B Sub-Tract, Townhouse C Sub-Tract, Townhouse D Sub-Tract and Fish Creek Park are shown in the Exhibit 5-4 below.

EXHIBIT 5-4: TOWNHOUSE DIMENSIONAL LIMITATIONS

	FAR	LSR	Street Setback (feet)	Side Setback (feet)	Rear Setback (feet)	Fish Creek Setback (feet)	Max Height (feet)
Townhouse A Sub-Tract	0.36	0.55	20	10	20	NA	30
Townhouse B Sub-Tract	0.32	0.65	20	NA	(see below)	NA	30
Townhouse C Sub-Tract	0.36	0.55	20	10	30	NA	30
Townhouse D Sub-Tract	0.36	0.55	20	10	30	NA	30
Fish Creek Park	0.00	0.9	(see below)	(see below)	(see below)	NA	20

Note: Basements are excluded from the maximum floor area calculations.

Note: Townhouse B Sub-Tract units will be set back 50 feet from the McCollister Drive right-of-way, the western boundary of the project and from the existing boundary with Ellen Creek subdivision or Area 1.

Note: For Fish Creek Park incidental structures such as toilets, shelters, and playground equipment are not included in FAR calculations.

Note: For Fish Creek Park there is a 10-foot setback from Teton Village Entrance Road, a 10-foot setback from Crystal Springs Road, a 30-foot setback from common lot line with Townhouse A Sub-Tract and a 15 foot setback from other Lot lines.

Note: For Fish Creek Park the category of limited structures, which are allowed in the setbacks, includes above-ground appurtenances of below-ground utilities. These shall include wellheads, power, communications, energy, and drainage utility facilities, shall be enclosed in architectural envelopes consistent with the architectural design standards for the project, and shall not be larger than 500 square foot in footprint without review and approval by the governing architectural review committee.

Note: For Townhouse A through D Sub-tracts the following are the allowable encroachments: uncovered decks, unenclosed porches, patios, and balconies may encroach into a street yard setback by not more than six feet; cornices, canopies, eaves, unenclosed porches, balconies, bay windows, chimneys, and similar architectural features may encroach into a side or rear yard setback not more than four feet; patios and uncovered decks may encroach into a rear yard setback not more than six feet; fire escapes may extend into a side or rear yard setback by not more than four feet; above-ground appurtenances of underground utilities such as transformers and utility vaults may encroach into side yard, rear yard and street yard setbacks; and fences and retaining walls are permitted provided they do not exceed six feet in height in side and rear setback areas and four feet in height in street yards.

Note: Impervious surfaces (including roads, driveways, parking areas, sidewalks and pathways) are allowed to encroach into one-half the required setback for primary structures from any property line or road right-of-way (street lot line), except that: no setback shall be required where a driveway must cross a street lot line setback to provide access to the lot; and no setback shall be required within the shared driveway easement from the common property line of the parcels served by the shared driveway easement.

Section 6. Design Standards

Minor Deviations to the Resort Master Plan may be submitted to the Planning Director for approval as outlined in Section 17, Amendment of and Minor Deviation from Resort Master Plan. The Village Core Design Standards are shown in Appendix G. The master signage plan and overall design standards outlining the design intent for the entire Teton Village South Residential Community are included as Appendix H.

Single-Family Design Standards

Incorporated within the CCRs for the Single-Family Lots are the design standards. Included in the CCRs is a real estate transfer fee that creates an ongoing and growing funding source for open space preservation. Such a transfer fee is implemented on Single-Family Lots or homes built on these lots in the Single Family Sub-tract of Area 2. The transfer fee will be implemented through the CCRs for these residential units. The timing and size of the transfer fee is seen below.

Date of Disposition	Percentage
During the calendar year 2007	1/7 of 1%
During the calendar year 2008	2/7 of 1%
During the calendar year 2009	3/7 of 1%
During the calendar year 2010	4/7 of 1%
During the calendar year 2011	6/7 of 1%
During the calendar year 2012	6/7 of 1%
On or after 2013	1%

Section 7. Transportation and Demand Management Plan

Transportation Facilities and Management

The transportation system is comprised of the roadway network system, pedestrian and pathway system and transit system. The design of the transportation system contributes to the character of the area. Roads, pathways and transit systems affect the quality of life and safety of the residents and visitors.

The Area 2 transportation system supports mode choice, minimizes parking requirements and increases safety for pedestrians and bicyclists. The transportation plan for Area 2 is closely aligned with the transportation goals of Area 1 and incorporates the following goals:

- Provide separate and clearly defined entries to the Teton Village Resort's commercial, residential and parking areas; separate commercial traffic, residential traffic and resort-parking traffic.
- Minimize single-occupancy automobile traffic on Highway 390 by enhancing transit and non-motorized transportation options.
- Minimize parking needs by encouraging internal and external transit ridership and providing a well-connected pathway system.
- Optimize the internal transportation network for automobiles, transit and non-motorized modes with a subtle "grid" of roadways and pathways.
- Promote a strong sense of community through design that emphasizes connectedness rather than separation and exclusion.
- Reduce traffic volumes on the steep section of McCollister Drive by providing an alternative access point for the Michael Drive and Rachel Way residential area.
- Provide a comprehensive pathway and sidewalk system within the residential and mixed-use areas including connections between residential areas and the Village Core.
- Use pathways to connect cul-de-sac and dead-end streets with other cul-de-sac streets and regional pathways.
- Provide pathway connections from the internal pathway system to existing trails, such as the Moose-Wilson Trail and potential trails along Fish Creek Road and the Bridger Teton National Forest.
- Require that employees park at the Stilson parking lot.
- Provide pedestrian connections from adjacent land uses to all transit stops.
- Provide sufficient bike racks in all commercial areas and public facilities.

The proposed roadway alignments are shown in the Traffic Plan, Appendix I. The road system in the Village Core is planned as a modified grid. The redundant nature of this system will provide users with multiple access routes, help minimize overloading of the primary roads, alleviate congestion at the intersections, provide flexibility and choice and enhance opportunities for other travel modes.

The conceptual road sections for the Village Core and mixed-use areas are found in Appendix J. The proposed roadway cross-section plans shall be considered conceptual only and shall be modified, if necessary, to conform to Teton County roadway standards that exist at the time of receipt of applications for appropriate permits from Teton County to construct each roadway. A transportation study and supporting memoranda for Area 2 are included as Appendix K.

Teton Village Resort Access

The existing entry to Area 1 (TC 22-06) was abandoned in 2013 and replaced by Apres Vous Road. The new roads include the realigned main entrance road, Teton Village Entrance Road and the north access road, Apres Vous Road. This system gives motorized and non-motorized traffic options for accessing and exiting different areas. At intersections with Highway 390, additional turning-acceleration-deceleration lanes may be built if required by the Wyoming Department of Transportation ("WYDOT").

Transportation Demand Management Strategies

The purpose of a Transportation Demand Management ("TDM") program is to establish strategies that influence travel mode choice and minimize the use of single-occupant vehicles. These strategies are typically a combination of incentives toward transit and non-motorized modes and disincentives toward single-occupancy vehicles. These TDM strategies are often financially based but can also utilize other management techniques such as marketing and housing.

The primary goal is to reduce traffic congestion by reducing vehicular trips. JHMR has already implemented some strategies as part of Area 1. This proposal will adopt all of the existing strategies, as appropriate, and introduce several new strategies in order to minimize daily automobile trips. The combination and emphasis of these strategies may be altered over time depending upon the results of TDM monitoring.

Commercial properties within Area 2 that are included in the Teton Village Association service area will be subject to the TDM strategies approved in the existing Area 1.

Existing Strategies

- Provide season bus passes to employees of any new, approved commercial development. These passes will be provided at no cost to the employees.
- ~~If expanded to include the entire TVA, provide "Carpool Bucks" to employees. This program offers merchandise at participating retailers as a reward for carpooling by employees who cannot access transit. Currently, this program is only available to JHMR employees.~~
- Require employees who choose to drive, regardless of the above incentives, to park at the Stilson Lot. This shall apply to employees of any new office, retail or restaurant development on lots or tracts that are annexed into TVA. Employees whose work schedules require arriving or departing when transit is not available to the Stilson Lot may be exempt from this requirement.

Commented [agb54]: Removed because no longer relevant.

- Provide free parking at Stilson Ranch, with a free round trip shuttle service to the Teton Village Resort.
- Use marketing and promotion to encourage use of modes of transportation other than automobiles. Information regarding transit and other travel modes will be made available to visitors and residents through the TVA, individual lodging facilities and JHMR marketing. The information will describe the availability of alternative modes of travel, such as bus, shuttle and trails and the lack of need for an automobile.

In addition to the strategies above, the Resort Master Plan will incorporate several additional techniques:

- Except for roads that are designed to standards that accommodate shared use, provide pathways either adjacent to or separate from all roads to facilitate pedestrian access to and from the residential and commercial areas; emphasis will be placed on connecting residential areas to the commercial areas.
- Provide pathway connections to the Rachel Way and Michael Drive residential area.
- Cluster development from a large area and place it adjacent to an existing developed area with public transit.
- Connect Michael Drive to the current Bowman Road to improve traffic flow and optimize transit opportunities for the residential areas.
- Incorporate pedestrian facilities completely into all new development.
- Provide site mail delivery, or home delivery, to minimize trips to and from the Village Core.
- Provide site garbage and recycling pickup areas to minimize trips to and from the Village Core or have home pickup.

Prior to the approval of development plans for areas in Area 2, a construction management plan that specifies operational requirements necessary to mitigate traffic impacts on community roads is required to be submitted to Teton County for review and approval. Mitigation of construction traffic shall be controlled by the approved TDM practices in existence at the time of approval.

[TVA constructs a transit center as contemplated in Section 8. If TVA has not commenced the Sketch Plan approval process for the transit center by the time a building permit is issued on Parcel B, Parcel C or Parcel E, then Teton County will review the need for this strategy by taking into account the “measures of effectiveness” presented to Teton County in TVA’s then current TDM Monitoring Report.](#)

At build-out a minimum of 151 employees to be housed in the proposed employee housing units shall be employed by businesses located in Teton Village. Prior to the issuance of Certificates of Occupancy for employee housing units the applicant shall provide a mechanism for monitoring and enforcing this restriction, which shall be approved by the Planning Department.

The transportation study calculates the demands and needs for the Teton Village Resort, Transportation Study (Appendix K).

Transportation Demand Management Monitoring

The TDM program consists of a variety of strategies that may need to be altered over time in order to ~~insure~~ ensure effectiveness. TVA or JHMR monitors the program every summer and winter.

Results are provided to Teton County every two years for their review. That portion of Area 2 that is included in the TVA service area will participate fully in the monitoring program.

Village Traffic Plan

Roadway Plan

In general, the Teton Village Entrance Road will be the primary entrance to the Teton Village Resort. Locals, delivery vehicles, transit and other commercial traffic will ~~be expected to also~~ use Apres Vous Road ~~rather than Teton Village Entrance Road~~ when accessing the Village Core. Crystal Springs North Road and the new Teton Village Entrance Road will be the primary north-south connector routes in the Village Core. Crystal Springs Road will provide the primary north-south connector to the residential areas. These proposed roadway alignments are shown in the Traffic Plan, Appendix I.

Commented [agb55]: Changed for accuracy.

The internal and external transit plan for Area 2 is shown on the Transit Plan, Appendix L. TVA and TVISD will determine the ultimate extent of local transit service. On-call transit service will be available to outlying residential areas.

Trail and Sidewalk Plan

The trails and sidewalks are shown on the Trail Plan, Appendix M. In general, ten-foot wide paved pathways and six-foot wide sidewalks parallel all roads in the Village Core and higher volume roads in the proposed residential areas. Pathways and roads will be shared facilities along the lower volume, local roads such as Bowman Road, Coyote Creek Road, Jensen Canyon Road and Four Pines Road. Walking and horse trails will connect to adjacent national park and national forest lands. An easement shown from the south end of Coyote Creek Road to the Ellen Creek Subdivision open space boundary will allow for a potential future pathway connection to Fish Creek Road. Easements from other landowners will be required before this pathway can be completed. The one-lane local transit and call service road between Jensen Canyon and Bowman Road is also a pathway connection, allowing for an additional, non-automobile connection between the residential areas and the Village Core. As with the road and transit facilities, users have multiple options available.

Day Skier Plan

Sidewalks are attached to all Village Core roads. There are also Village Core pedestrian routes within the Village Green and along Saratoga Road. Visitors driving into the Teton Village Resort are expected to enter via Teton Village Entrance Road. From Teton Village Entrance Road they may access the lower structured parking at the ski area base via Crystal Springs Road or other parking areas, lodging, and commercial facilities from Teton Village Entrance Road.

Parking Program

Teton Village South Residential Community

Parking will be provided on each Single-Family Lot and townhouse to comply with the LDRs.

Village Core

The parking standards for unit type is as shown in the Parking Standards Table Exhibit 7-1, below. The individual developer of each parcel shall be responsible for providing required parking concurrent with the development of each parcel. The Teton County Planning Director shall have the authority upon request by an ~~applicant~~ application for an Administrative Adjustment to reduce the parking standard for a particular development based on information from sources deemed reliable by the Planning Director that demonstrate that a reduced standard is workable based on anticipated parking demand ~~and, shared uses, compatible uses, or~~ the availability of alternative transportation services. For residential uses not listed in Exhibit 7-1 the parking requirement shall be determined by the Teton County Planning Director based on the parking requirements for that use in Exhibit 7-1 determined by the Planning Director to be most similar to the use that is not listed, subject to the authority of the Planning Director to vary those standards as set forth above. For Commercial uses other than those listed in Exhibit 7-1, the parking requirement shall be determined by the Teton County Planning Director based on the parking requirements for that use determined by the Planning Director to be most similar to a use in Exhibit 7-1. If no use listed in Exhibit 7-1 is determined appropriately similar, the Planning Director will make the similar use determination based on parking requirements as listed in the LDRs, subject to the authority of the Planning Director to vary those standards as set forth above.

Commented [agb56]: Change for accuracy.

EXHIBIT 7-1: PARKING STANDARDS TABLE

Commercial <u>Non-Residential</u>	Parking Ratio
Retail – Grocery	6 per 1,000 SQF
Retail – Non Grocery	5 per 1,000 SQF
Office (includes non-profit)	3.3 per 1,000 SQF
Post Office	5 per 1,000 SQF
Visitor Center, Horse Riding Center and Other Institutional	3.3 per 1,000 SQF
Residential Units	
Dorm-Style Units and Small Studio Units (less than 450 SQF)	1.00 per Unit
Large Studio Units (450 SQF and larger) and Studio One Units	1.25 per Unit
Attached One-Bedroom Unit	1.75 per Unit
Two and Three Bedroom Unit	2.50 per Unit
Detached Single-Family, Stand-Alone Units, Townhouse Units	2.00 per Unit

Commented [agb57]: Non-residential seemed more accurate given that the other category in this table is residential. Plus, the uses below the commercial title are not all commercial. But you could say they are all non-residential.

Commented [agb58]: Visitor center, horse are not institutional, they are resort support, so deleted for accuracy.

Commented [agb59]: Don't think there are studio units? and attached one-bedroom covers those?

Loading Program

~~All structures~~A structure, or a complex of structures, within Area 2, which ~~have a gross floor area of 5,000 square feet or more and which contain~~contains uses that require deliveries or shipments, shall provide off-street loading facilities ~~in accordance that are designed so as not to interfere~~ with any emergency or disability access. An application shall address how the ~~LDRs~~specific loading needs of the proposed use are being addressed.

Commented [agb60]: Changed for accuracy/clarity.

Public Transportation

The Resort Master Plan will support the START system in several concrete ways. First, in cooperation with JHMR and the applicant, TVA will provide a transit center within walking distance of the lifts.

Second, the applicant, with input from START Transit Administrator, has proposed a series of short-term and long-term actions to improve the START system.

- Apply up to \$40,000 toward construction of two new START transit stop shelters, one in the Town of Jackson and one in the Teton Village Resort. These funds should be more than sufficient to fund the construction of two standard covered shelters. This was paid by the applicant in July 2007.
- Contribute \$10,000 toward a public education program focused on increasing ridership - utilizing newspapers, radio, theaters, the Chamber of Commerce, promotional events, educational brochures and targeting new residents. This was paid by the applicant in July 2007.
- Levy a fee each time a building permit is issued on property (office space, retail space and free-market residential units) within Area 2 – \$360 for single-family detached units and \$325 for all other residential structures. The impact fee for the non-residential units will be \$1,483 per 1,000 square feet of office space and \$1,148 per 1,000 square feet of restaurant and retail space. The impact fee does not apply to non-profit office space. The impact fees are quoted in 2005 dollars; the price will grow annually at the rate of inflation as measured by the CPI-U Denver-Boulder, Colorado as published by the U.S. Department of Labor. The fee is collected by Teton County as part of the building permit application process.
- Levy a fee to help meet the cost of Town of Jackson transportation needs arising from short-term rental units; upon first application to participate in short-term rental, the owner shall pay a fee to the Town of Jackson of \$5,000 for START. If said unit is re-sold, a buyer desiring to participate in the short term rental program shall pay a fee of \$5,000 to the Town of Jackson for START. An inflation factor shall be included in calculation of this requirement above the base amount. The Denver CPI shall be used as the inflation factor.
- Implement the fare revenue program designed by the applicant and the START Transit Administrator as outlined in the signed memo included in Appendix N.

Section 8. Capital Improvements

Generally, the applicant will construct on-site public infrastructure required to serve Area 2. Through agreements with TVA, JHMR, TVISD, the United States Postal Service ("USPS") and Teton County, certain additional improvements will be made. Descriptions of these capital improvements, their timing and the agent making the improvements are listed below. In each case, the applicant's responsibility for the transfer of land, the granting of an easement or monetary contribution is contingent upon the execution of an agreement with the agent making the improvement. Further information on conceptual arrangement between the applicant and third parties are included in Section 9 Area 2 Relationship to the Existing Service Districts and Review Committees.

Fish Creek Park

Fish Creek Park runs south of Teton Village Entrance Road ~~and McCollister Drive~~. Fish Creek Park ~~will be~~ improved and transferred to ~~TVA~~ The Lodges at Fish Creek Homeowners Association (the "HOA") in a fully-improved condition ~~immediately after the construction of residential or retail units pursuant to that Warranty Deed recorded on Parcel L and August 9, 2021 as Document Number 1022053. The Warranty Deed restricts the south side of Parcel A. Thereafter use of the land to a public park, and provides that the HOA shall convey all right, title and interest to the land to TVA, if required by Teton County. On conveyance to TVA,~~ TVA will be permanently responsible for maintenance, repair and operations of and liability for Fish Creek Park.

Commented [agb61]: Changes to this paragraph to reflect what actually happened.

Teton Village Entrance Road and Associated Pathway

The applicant granted a right-of-way across Area 2 to Teton County for the new entrance road, Teton Village Entrance Road.

Post Office

USPS currently leases its building in Area 1. Once that lease is ended, the applicant agrees to provide a location to lease land to USPS, ~~which and~~ USPS will build the post office building in conformance with the Village Core Design Standards, Appendix G. The applicant will select a local architect to ensure that the architecture is consistent with the design standards. The construction and timing of construction of the post office will be at the discretion of the USPS.

Commented [agb62]: Changes only for clarity.

Reclamation of Fish Creek

As part of the Resort Master Plan, Fish Creek was restored to a more natural, meandering alignment south of McCollister Drive, providing improved fish habitat. Additional ponds and water features were created from the existing irrigation ditches east of Fish Creek and small tributaries west of Fish Creek. The restoration plan for Fish Creek is outlined in the environmental analysis included in Appendix E.

Commented [agb63]: Change for accuracy.

Single-Family Lot Roads and Associated Pathways

The roads and pathways associated with the Single-Family Sub-tract (Four Pines Road, Crystal Springs Road, Coyote Creek Road and Jensen Canyon Road) were constructed ~~by the applicant~~ in 2009. New Relocated Bowman Road, including the reclamation of the old Bowman Road, will be constructed ~~no later than two years after final approval is received from by the BOCC for the final plat on the first Townhouse B Sub Tract unit or Single Family Lot accessed by Bowman~~

~~Read applicant in 2018.~~ The TVISD will maintain these roads once they are constructed and Area 2 is included within the boundaries of the TVISD, unless otherwise agreed to in the easements for such roads.

Commented [agb64]: Change to reflect what has happened.

Transit Center

The applicant will provide land for a transit center. It is expected that the applicant will transfer to JHMR a parcel of land within Area 2. Thereafter, JHMR would transfer to TVA a similarly-sized parcel, located in Area 1, upon which a transit center ("Transit Center") would be constructed, with possible additional commercial space located within or wrapped around the Transit Center if desired by Teton County. After soliciting information and advice from START as to the optimal location and design, the applicant, JHMR and TVA will propose the exact location of the Transit Center in a joint sketch plan for review and approval by Teton County. If it were determined that the Transit Center should not be located on JHMR lands, the applicant would not transfer land to JHMR for the Transit Center but would rather transfer the land to TVA. The applicant will transfer the land for a transit center to either JHMR or TVA no later than two years after approval from the BOCC for the first final plat for any office, retail or free-market housing on all parcels in the Village Core, excluding Parcel I. Institutional space such as visitor center, sheriff's substation, post office, non-profit office space and other such uses and Resort Support space are not considered "office, retail or free market housing".

It is expected that the Transit Center would include a locker facility and 1,000 square feet of visitor information space.

~~The Certificate of Occupancy for the Transit Center shall be issued at or prior to any Certificate of Occupancy for any development located on Parcel B, Parcel C or Parcel E.~~ The location, access road alignment to, configuration and design of the Transit Center site shall be subject to acceptance by Teton County and START, through the Planning Director.

Profits generated by the commercial space associated with the Transit Center, if built, would go towards the funding of START operating expenses. The construction, operation and maintenance of the Transit Center will be the responsibility of TVA.

Transit Stops and Public Education Program

The applicant provided START \$40,000 toward the construction of two new START transit stop shelters. One of these transit stops is to be located in the Town of Jackson and one is to be located in the Teton Village Resort. The exact timing and location of these stops will be at the discretion of START. Funds provided to START were with the intention to support two new transit stops; however, there is no binding obligation by START to use these funds for that sole purpose. The applicant contributed \$10,000 toward a public education program focused on increasing ridership.

Underground Utilities

New underground utilities (propane, telephone, cable television and power) will reach the property through the existing facilities in Area 1 and, with the exception of access points such as pedestals, valves and manholes, will be buried. The new utilities will generally be located within the road right-of-way to simplify maintenance and will be built in tandem with the development.

All utilities will be installed prior to or in conjunction with road construction. Any existing utilities that conflict with proposed uses will be relocated, removed or abandoned in place. The utility companies will own and maintain their respective equipment that will be located in either road right-of-way or utility easements that will be granted by the applicant. The specifics of utility design and installation are typically outlined at the next development plan level. The applicant will provide detail after the conceptual design has been approved.

Village Green

The Village Green is a park located within the Village Core and is surrounded by residential and commercial buildings. Improvements to the Village Green will be constructed at the same time as adjacent buildings on the southern side of Parcel D and northern side of Parcel E are completed. Once the Village Green is fully improved, the applicant will grant TVA a use easement for the Village Green. Upon receiving the easement for the Village Green, TVA will be solely responsible for the maintenance, operation and security of the Village Green and shall keep it in good order and condition.

Village Roads and Associated Pathways

The applicant will be responsible for the construction of the following roads: Apres Vous East Road, ~~(completed)~~, Tram Line Road, Saratoga Road North, Saratoga Road South, Crystal Springs Road, Teton Village Entrance Road ~~(between the southwestern-most condominiums)-completed~~ and any realignment of or changes to said roads to better facilitate alternative transportation and functionality of the parcels. Pathways associated with these roads will be constructed at the same time as their corresponding roads. Roads will be constructed pursuant to the Phasing Plan.

Commented [agb65]: Updated for accuracy,

The applicant, TVA or Teton County, will build the roads and pathways associated with the Village Core. In general, pathways are built at the same time and by the same party as the corresponding roads. Apres Vous Road was built in 2013. Tram Line Road will be built by the applicant; the timing to build Tram Line Road will be determined at the discretion of the Board of County Commissioners during sketch plan approval for any of the following parcels: A, B, E, and F. The requirement and timing for the applicant to provide to Teton County an easement (up to 60-feet wide) for access from the Tram Line Road alignment east of Crystal Springs Road to the southwest corner of the exaction parcel will be determined at the discretion of the Board of County Commissioners upon the first of the following to occur: (1) the construction of Tram Line Road is required by the Resort Master Plan; (2) a building permit is issued by Teton County for either Parcel K or Parcel N; or (3) a determination by the Board of County Commissioners that a connection is warranted by the development of a school, park, or fire house on the exaction parcel. This access may be in the form of an access road, driveway, and/or non-motorized pathway. The County Attorney shall review and approve the easement prior to recordation. The County shall be responsible for constructing any access improvements within the easement, although if the applicant desires to construct a portion of the access at the time of development of Parcel K or Parcel N, they may do so in coordination with Teton County. Saratoga Road North will be built by the applicant as soon as free-market units lying adjacent to this road on Parcel G and Parcel H are built. Saratoga South Road will be built by the applicant as soon as certain commercial space, affordable units or employee units along the west side of the road on the east side of Parcel C and Parcel B are built. The applicant will build Crystal Springs Road (north of intersection with Teton Village Entrance Road) as soon as certain free-market units, affordable

units, employee units, commercial space or institutional space lying adjacent to this road on Parcel J, Parcel K, the east side of Parcel E, the west side of Parcel N, and the east side of Parcel F are built. Crystal Springs Road will be built as soon as the new post office or local convenience grocery store is built. The applicant will build Teton Village Entrance Road Connector between the southwestern most condominiums as soon as any of the free-market units lying adjacent to this road are built on Parcel L and Parcel M. Only if Area 2 is annexed into TVA's boundaries, cCompleted roads and associated pathways will be dedicated to TVA, which will then be responsible for the maintenance of all Village Core roads and associated pathways, except for Teton Village Entrance Road from Highway 390 to the boundary of the residential improvement and service district, which will be the maintenance responsibility of Teton County. A total of 0.33 acres of the Apres Vous Road dedication will be counted toward the applicant's mandatory dedication of land pursuant to the LDRs, Division 49500.

Visitor Center and Sheriff's Substation Site

~~The applicant will transfer land associated with Lot 15 within the Visitor Center and Sheriff's Substation Site to TVA and Homesteads of Teton Village, totaling 0.26 acres ("County, respectively. The applicant Exaction Land"), will transfer this land in feebe conveyed to TVA and Teton County no later than three years after approval is received from to facilitate the BOCC for the first final plat for any office, retail or free market housing on all parcels in the Village Core, excluding Parcel I. Institutional space such as visitor center, sheriff's provision of a sheriff substation, post office, non-profit office space and other such uses and Resort Support space are not considered "office, retail or free market housing". site. Upon approval of this Master Plan amendment, the applicant will convey the County Exaction Land to TVA and Teton County.~~

Commented [agb66]: Amendment to make clear that Lot 15 will go to County to satisfy Sherrif Substation exaction, and that it will be conveyed now, ahead of any development.

Teton County will be responsible for constructing, operating and maintaining their respective facilities the Sheriff's Substation Site. The Sheriff's Substation Site shall be allowed to accommodate other Teton County needs as deemed appropriate by the BOCC (e.g. Search and Rescue, Jackson Hole Fire/EMS). The timing of construction of these facilities is at the discretion of TVA and Teton County. The acreage associated with the sheriff's substation site will be counted toward the applicant's mandatory dedication of land for Area 2 pursuant to the LDRs, Division 49500 section 13 of this Master Plan.

Commented [agb67]: Change for clarity.

Teton Village Fire District Site

Although neither the Teton County Planning and Development Department nor the applicant received any official request by the Teton Village Fire District ("Fire District") for up to one acre of land, the applicant will commit to up to one-acre set-aside for the Teton Village Fire District if it is needed. Land will be committed to potential use by the Teton Village Fire District up until submittal of the sketch plan application to Teton County for the Village Core. Since decisions involving fire protection services have a community wide impact, it is important that both the Teton Village Fire District and the BOCC are involved in decisions related to the potential use of this land. If the Teton Village Fire District and the BOCC both agree that this land is needed for additional fire services, then up to one acre of land (the exact acreage should be agreed upon by the Teton Village Fire District and the BOCC) will be transferred to the Teton Village Fire District before final development plan approval for the Village Core. This exaction land may be subtracted from the 12-acre village park land.

Commented [agb68]: Changed for accuracy, to reflect how it is described in original condition.

Section 9. Area 2 Relationship to the Existing Service Districts and Review Committees

There will be no new improvement or service districts created as part of this proposal.

Area 2 will be included within the boundaries of the improvement or service districts that currently serve Area 1, including the TVWSD, the Fire District, TVA and TVISD. That portion of Area 2 within these improvement and service districts is referred to below as the “District Area.” While the boundaries of TVWSD and the Fire District will be expanded to include the entire District Area, the boundaries of TVA and TVISD will be expanded as follows: all of the land within the District Area north of Teton Village Entrance Road, with the exception of Parcels J and K, will be annexed into TVA and all of the land within the District Area south of Teton Village Entrance Road, plus Parcels J and K, will be annexed into TVISD. TVWS and the Fire District annexed the District Area in 2007.

Homeowners associations will be and have been created to provide lands not annexed by TVA or TVISD with the services that the improvement and service district provides until the property is annexed. When annexed the TVA and TVISD will provide the same services to those portions of the District Area within its service boundary that it provides to other areas within its service boundary. Except as outlined and excluded in the Resort Master Plan (e.g. Transit Center, Visitor Center), the applicant is responsible for construction of Area 2 improvements. Within the Village Core, commercial activity in the area between curb lines shall be controlled by TVA and activity in the area from the building line to the curb line shall be controlled by the owner of the lot.

The TVAC is a private entity that was created by and is regulated by the private CCRs that cover Area 1. The Granite Ridge Design Review Committee is a similar private entity covering the Granite Ridge single-family area. Area 2 will have three design review committees, which, collectively will have authority over the entire Area 2, in accordance with the recorded CCRs for Area 2: the Village Core Committee, the South Residential Townhouse and Golf Cabin Committee, and the Single-Family Lots Committee. Each of the Design Review Committees shall have five members. Two of the five members shall be a member common to each of the Design Review Committees: one of the two shall be a licensed architect and the other an appointee by TVAC. The purpose of the TVAC common member and the architect common member is to institutionalize the communication and understanding among all the committees. The Design Review Committees will be given a list of non-palatable plants and encouraged to adopt landscape designs that do not attract moose and elk during the winter months. The goal is to merge the Village Core Committee and the TVAC within 10 years.

Section 10. Storm Water, Water, and Sewer Management Plan

Storm Water

Storm water flows from the development will be controlled to limit the runoff rate to the predevelopment discharge for the 10 year and 100 year storm events. Storm water areas to be managed include the existing commercial area, Village Core and Teton Village South Residential Community. As such the storm water management plan described below incorporates the existing Area 1 storm water.

The existing commercial area within Area 1 was served by a storm water detention pond that was located more than 1,000 feet south of the Teton Village Entrance Road in an area that is now the Teton Village South Residential Community. The detention pond was relocated to the north side of the Teton Village South Residential Community immediately south of Teton Village Entrance Road in Fish Creek Park. The conveyance swale used prior to the relocation of the pond was filled in and abandoned. Storm water from the Area 1 commercial area has been re-directed to a new pond by a series of gravity-flow pipes. The replacement detention pond provides a comparable area and function to the original pond and was installed in 2007 and subsequently enlarged in 2013.

The proposed mixed-use area will utilize the vegetated swales and numerous small interception ponds. The concept is to retain storm water as close to the source as practicable, rather than transporting it to a central detention area. This method of managing storm water will efficiently utilize the highly permeable soils allowing infiltration to occur. Additionally, it is possible to use vegetation to improve storm water quality. The locations of storm water ponds are shown in the Storm Water Plan, Appendix O. If needed, substantial open space area is available to the east where additional storm water facilities could be located.

Storm water runoff from the residential areas is expected to be minimal. The predominantly flat slopes and the highly permeable soils will keep storm water volumes to a minimum. Individual lots should utilize sheet flow to open areas where infiltration will occur. Storm water will be most effectively managed by retaining it on each lot. In locations where storm water leaves the lot, it will be directed to the edge of the right-of-way where it will percolate into the highly permeable cobblestone soils. Where required, storm water volumes will be detained within the right-of-way or in available areas before being discharged to open areas via vegetated swales. Detention ponds and flow along vegetated swales will limit the runoff rate allowing for sediment capture and improving storm water quality. [Vegetated bioswales and stormwater detention ponds shall have no setback requirements.](#)

Commented [agb69]: Added in light of new NRO LDRs.

During construction and while revegetation efforts are underway, temporary straw bale barriers and silt fences will be constructed and maintained to capture storm water sediments prior to discharging to the creek. The project reclamation effort will include reestablishing plant cover over disturbed soil surfaces to minimize the transport of sediment into Fish Creek.

Throughout the site the grading plan utilizes site grading and landscape berms that will help disperse and lengthen storm water flow paths and, in turn, minimize or eliminate storm water. Storm water flows that are concentrated at road culverts will utilize detention basins to increase

the runoff's time of concentration and limit the runoff rate allowing for sediment capture. ~~Storm water~~[Stormwater](#) will be dispersed and percolated as much as possible or directed to grassy swales. Various storm water management techniques will be utilized as storm water moves through the site in order to buffer Fish Creek and preserve its water quality.

Water and Sewer

Pursuant to a 1993 agreement with the applicant, the TVWSD provides water supply and wastewater treatment for Area 2. The water supply system for Area 2 is depicted in the Water Plan, Appendix P. In 2009 a transmission main was installed that connects Area 2 water supply system to the existing TVWSD distribution network. This new water main accommodates a future connection near the existing water supply wells. The new water mains within Area 2 will connect to the existing TVWSD system at several points, improving flows within the existing network. Fire hydrants will be spaced at a maximum distance of 500 feet, in accordance with the Teton County Fire regulations. The water distribution system design will be reviewed and approved by the Wyoming Department of Environmental Quality and TVWSD.

The existing TVWSD wastewater treatment plant, which has sufficient capacity, will treat all sewage collected from Area 2. The wastewater collection system is depicted at Sanitary Sewer Plan, Appendix Q. The wastewater collection system design will be reviewed and approved by the Wyoming Department of Environmental Quality and the TVWSD.

Section 11. Housing Mitigation Plan

The applicant's Housing Mitigation Plan offers four significant benefits to Teton County. First, the quantity of persons housed in employee and affordable housing in the Housing Mitigation Plan exceeds the total persons required to be housed under the guidelines. Second, by establishing two new categories of affordable housing it offers housing to residents who are priced out of market housing, but earn too much to be eligible for Category I, II, and III affordable housing. Third, the affordable and employee housing units are integrated into the Village Core to create a healthy, year-round community. Fourth, a variety of housing types meet the diverse affordable and employee needs of the community.

The LDRs provide guidelines for affordable housing standards for residential and commercial developments. However, in a PUD for Planned Resort, the LDRs provide flexibility in developing an affordable housing plan in order to appropriately address the needs of the community and the impacts of the development. Section 2180.A.2. of the LDRs states that the intent of the PUD for Planned Resort is to "provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences." Section 2180.C.1.a. of the LDRs state that standards for review are set in order "to allow for flexibility and creativity in the master plan and discretionary review thereof." Section 2180.D.1.b. states that "the applicant for a Planned Resort master plan may propose, and the Board of County Commissioners may approve, alternative standards for development that are consistent with the purpose and intent of this Section." This flexibility allows the plan to incorporate factors specific to the resort development, enables the plan to address the greatest housing needs in the area, and supports the ability to be creative in addressing underlying community needs.

Although the Housing Mitigation Plan meets the requirements of the LDRs it deviates in a positive manner to incorporate factors specific to the resort development in order to address the greatest housing needs in the area. These deviations to the requirements are outlined below:

- Excess employee housing is provided, exceeding the guidelines 203%.
- Excess affordable housing is provided for residents who are priced out of market housing, but earn too much to be eligible for Category I, II, and III affordable housing.
- Excess affordable housing is provided through land donations to 501 (c) (3) non-profit organizations.
- Affordable and employee housing is located onsite instead of the historical 20% requirement.

A summary of the persons required to be housed in affordable and employee housing according to the guidelines and the persons housed in affordable and employee housing in the Resort Master Plan are shown in Exhibit 11-1 below.

EXHIBIT 11-1: PEOPLE HOUSED REQUIRED AND PROVIDED

	Required (people housed)	Provided (people housed)	Excess Provided
Affordable	110.4	220.5	100%
Employee	49.9	151.25	203%
Total	160.3	371.75	132%

Affordable and Employee Housing Standards for PUD District for Planned Resort

Commercial Employee Requirement

The employee housing requirement generated from the commercial space is shown in Exhibit 11-2 below.

EXHIBIT 11-2: VILLAGE CORE COMMERCIAL EMPLOYEE HOUSING GENERATED

	Square Feet	Multiplier Per 1,000 SQF	Employee Requirement (people housed)
Office	35,000	.03	1.1
Retail/Service	31,500	.05	1.6
Restaurant/Bar	3,500	1.01	3.5
Total			6.2

Condominiums and Townhouses

Of the original 98 units approved in the Village Core, 78 generate an employee housing requirement and 20 generate an affordable housing requirement. Of the 82 townhouses in the Teton Village South Residential Community 48 generate an affordable housing requirement (Townhouse B Sub-Tract and Townhouse A Sub-Tract) and 34 generate an employee housing requirement (Townhouse C Sub- Tract and Townhouse D Sub-Tract). [This Master Plan allows up to 30 free market units on Townhouse B Sub-Tract \(The Homesteads and Lodges at Shooting Star West\) to be transferred to the Village Core. Of the 36 units allowed on Townhouse B Sub-Tract, 9 were developed and the remaining 27 are being transferred to the Village Core. This results in 125 units allowed in the Village Core, with 78 generating an employee housing requirement and 47 generating an affordable housing requirement, as aligned with the existing housing generation: 20 affordable in the Village Core plus 27 affordable transferred from Townhouse B Sub-Tract.](#)

Commented [agb70]: changes to this paragraph for accuracy/clarity and to reflect what happened,

The employee housing requirement was calculated using the category "other short-term rental" from table 49640.A of the LDRs: [in place at the time of approval \(July 12, 2005\)](#). The free-market units generating employee housing requirements have a requirement of 0.13 employees housed per bedroom.

Commented [agb71]: added for clarity.

Since the number of bedrooms per condominium is not determined until sketch plan, an estimate of the number of bedrooms per unit must be calculated. Section 49440.A. of the LDRs states that comparable developments should be used to arrive at an estimate. The most recent comparable developments at Area 1 are the Teton Mountain Lodge, the Residences at Snake River Lodge and Spa, Crystal Springs and Residences at Four Seasons. The average number of bedrooms for these developments is 1.8. To be conservative, however, it is assumed that each of the proposed

condominiums averages three bedrooms per unit.

Teton County’s “Analysis of Number of Bedrooms by Floor Area for Primary Residence (SFD) Building Permit Data Years 1995-2003” does not apply to townhouses. Therefore, the number of bedrooms is estimated at three per townhouse, except for the Townhouse B Sub-Tract units that are estimated at four per unit. This conforms to comparable townhouse developments in Area 1.

There are 98125 free-market units proposed for the Village Core; it is assumed in the Housing Mitigation Plan that 91 of these units are condominiums and 734 are townhouse units. However, there is no such requirement. Each of the 98125 free-market units can either be a townhouse unit or a condominium unit.

Commented [agb72]: Changes for accuracy to reflect what has happened.

The employee housing requirement generated from the condominiums and townhouses is shown in Exhibit 11-3 below.

EXHIBIT 11-3: CONDOMINIUM AND TOWNHOUSE EMPLOYEE HOUSING GENERATED

	Estimated Bedrooms	Units	Multiplier	Employee Requirement (people housed)
Condominiums (Village Core)	3	78	.13	30.4
Townhouses (TVSRC)	3	34	.13	13.3
Total				43.7

The affordable housing requirement generated from the condominiums and townhouses is shown in Exhibit 11-4 below.

EXHIBIT 11-4: CONDOMINIUM AND TOWNHOUSE AFFORDABLE HOUSING GENERATED

	Estimated Bedrooms	Units	Persons Housed In Free Market	Affordable Requirement (people housed)
Townhouse B Sub-Tract Units	4	36	135	23.6
Townhouse A Sub-Tract Units	3	12	36	6.3
Condominiums / Townhouses (Village Core)	3	20	60	10.5
Total @ 15% People House				40.4

Single-Family Lots

The Single-Family Sub-tract is composed of 100 market units of various sizes, which are restricted by the single-family CCRs. The total number of persons living in the single-family residential area is 400 persons, creating an affordable housing requirement of 70 persons (400*1.175 – 400.5 = 70). The persons housed by the Single-Family Sub-tract are derived by assuming that each lot owner will build the maximum amount of floor area allowed by the CCRs and cross-referencing this number against Table 49440.A, “Number of Persons Housed per Unit,” in the LDRs. The estimated number of bedrooms for the single-family unit size was derived from Teton County’s “Analysis of Number of Bedrooms by Floor Area for Primary Residence (SFD) Building Permit Data Years 1995-2003.”

Total Affordable and Employee Housing Requirement

Based on the guidelines the requirement for Area 2 is 160.3 total persons housed. This requirement is divided into affordable housing for 110.4 persons and employee housing for 49.9 persons.

Customized Affordable Housing Plan

The Housing Mitigation Plan houses a minimum of 371.75 people, 131% greater than the requirement of approximately 160.3 people. Throughout the Housing Mitigation Plan the number of persons housed is based on Table 49440.A, "Number of Persons Housed per Unit" as shown in the third printing October 2002 version of the LDRs. Affordable housing is provided in the traditional categories (Category I, II and III) as well as in two new categories: Employment Based Category IV and Employment Based Category V. The affordable and employee housing units will either be provided by the applicant or provided by 501 (c) (3) organizations on land donated to the organization by the applicant. Except for two units, affordable and employee housing is located on-site.

Affordable Housing Provided

The applicant will house a minimum of 220.5 people in no fewer than 100 affordable housing units, spread across Category I, Category II, Category III, Employment Based Category IV and Employment Based Category V. The Employment Based category addresses the needs of residents who are unable to afford free market housing, but earn too much to be eligible for traditional affordable housing.

A total of 110.5 people will be housed in the traditional affordable housing categories (Category I, Category II and Category III). This is the baseline affordable housing requirement. This baseline requirement is shown in Exhibit 11-5 below.

EXHIBIT 11-5: BASELINE REQUIREMENT

	Persons Housed
Category I	31.75
Category II	30.75
Category III	48.00
Total	110.50

Initially, 50% of the people in the affordable housing units above this 110.5 baseline requirement may be developed as Employment Based affordable housing at the option of the developer. This percentage is subject to periodic review and consideration of a request for an increase in percentage by the BOCC based upon updates to the County Housing Needs Assessment, with consultation to the BOCC by the Teton County Housing Authority or the appropriate governmental housing entity or housing department authorized by the Board of County Commissioners ("Housing Authority"). As such, initially a minimum of 55.0 of the remaining 110.0 persons housed in affordable housing units must be housed in traditional affordable housing categories and up to 55.0 of the remaining persons housed in affordable housing units may be housed in Employment Based affordable housing units.

The affordable housing units will either be provided by the applicant or provided by 501 (c) (3)

Commented [agb73]: Changes to reflect other potential options and given St John's is not currently pursuing land (they were at time of original master plan).

organizations [or governmental entities](#) on land donated to the organization [or entity](#) by the applicant. The applicant will provide affordable housing units for a minimum of 110.5 people. ~~The~~ [St. John's Medical Center](#) ~~wants~~[requests land for affordable housing, the](#) applicant will donate land within the Village Core to the St. John's Medical Center to house 35.5 persons in affordable housing. The applicant will donate land within the Village Core to a qualifying 501 (c) (3) to house 28.0 persons in affordable housing. Affordable housing units will either be provided by the applicant or provided by 501 (c) (3) organizations on land donated by the applicant for 13.5 people. The method that these affordable housing units are provided will be at the discretion of the applicant.

The summary of the total required persons in affordable housing by category and type is shown in Exhibit 11-6 below.

EXHIBIT11-6: AFFORDABLE HOUSING TABULAR SUMMARY

	Persons Housed
Affordable Category I	31.75
Affordable Category II	30.75
Affordable Category III	48.00
Affordable Employment Based IV	18.00
Affordable Employment Based V	15.00
Land Donated to SJMC Traditional Categories I, II, III	35.50
Land Donated to 501 (c)(3) Traditional Categories I, II, III	19.50
Land Donated to 501 (c)(3) Employment Based IV, V	8.50
Land Donated or Additional Units Employment Based IV, V	13.50
Total	220.50

The number of persons housed on Land Donated to 501 (c) (3) and Land Donated or Additional Units may be higher than the minimum number of persons to be housed shown above on the chart.

The maximum sales price per unit in 2004 was based on category and number of bedroom and is shown in Exhibit 11-7 below. The maximum sales prices were provided by the Director of the Housing Authority. Subsequent adjustments to these maximum sales prices can, at the request of the applicant, be made by the TCHA at the time of unit sales following changes in the median family income. It is important to note that the prices listed in Exhibit 11-7 are maximum sales prices of the affordable units in 2004 dollars. The applicant will consult with the Housing Authority to garner advice in appropriately pricing the units at the time of their sale. With input from this organization the applicant will be able to accurately price the units, ensuring that the prices are relevant and attractive to potential affordable homebuyers.

EXHIBIT 11-7: MAXIMUM SALES PRICE FOR 2004

	Category I	Category II	Category III	Employment Category IV	Employment Category V
1 Bedroom	\$100,000	\$130,000	\$162,000	\$192,000	\$249,000
2 Bedroom	\$115,000	\$151,000	\$186,000	\$224,000	\$285,000
3 Bedroom	\$130,000	\$170,000	\$212,000	\$252,500	\$295,000
4 Bedroom	\$149,500	\$195,000	\$240,000	\$286,000	\$365,000

Employee Housing Provided

The applicant will house a minimum of 151.25 people in employee housing. It is expected that these units will serve a wide variety of workers, including seasonal and year-round employees.

Location, Partnerships, and Marketing

All employee and affordable housing except two employee housing units will be provided on-site. It shall be the applicant's responsibility to provide employee and affordable housing pursuant to the Housing Mitigation Plan. If the applicant transfers any land in the proposed development to a third party, the housing requirement related to that portion of the development shall remain the responsibility of the applicant unless the requirement is explicitly transferred to another party by a transfer approved by the Teton County Board of County Commissioners. Although the applicant will be responsible for ensuring that all affordable and employee units are developed, some of the actual construction and ownership of the units may be taken on by third parties. This responsibility does not apply to the actual financing or construction of employee and affordable housing on land donated by the applicant to St. John's Medical Center and to 501(c)(3) organizations. In those instances, the only obligation the applicant has pursuant to the Resort Master Plan is the donation of land to such entities for such entities to use and develop as employee and affordable housing.

All of the units developed by St. John's Medical Center are planned to be Category I affordable housing. These units will be permanently restricted to St. John's Medical Center employees. St. John's Medical Center will be responsible for repurchasing these affordable units from employees that move and reselling them to other St. John's Medical Center employees. Appropriate restrictions will be placed on the units by St. John's Medical Center to ensure that they remain affordable and that no onerous policies exist toward employees.

The affordable housing units, excluding those housing units constructed on land donated by the applicant for affordable housing and all Employment Based housing units, will be marketed jointly by the Housing Authority and the applicant, subject to approval by the Housing Authority in order that they may ensure that all purchasers meet the required profile of its program.

Phasing

The individual phasing plans for employee housing and affordable housing are described below. The phasing plan ties the affordable and employee housing construction to free-market development.

Phase 1

The requirement to complete employee housing for a minimum of 40 persons was met in 2012. The certificates of occupancy for 27 employee housing units housing 45.25 persons were received by 2012. The requirement to complete affordable housing for a minimum of 38 persons was met in 2013. The certificates of occupancy for 13 affordable housing units housing 39.00 persons were received in 2013. The total employee [housing units](#) and affordable housing units completed and ~~receiving-received~~ certificates of occupancy ~~as of 2025 by the end of 2013~~ are shown in Exhibit 11-8 and [Exhibit 11-9](#) below, [respectively](#).

Commented [agb74]: Changes for clarity.

EXHIBIT 11-8: EMPLOYEE HOUSING COMPLETED (2012as of 2025)

	Units	People Per Unit	People Housed
Off Site (Shooting Star Golf Course)			
Two Bedroom	1	2.25	2.25
Four Bedroom	1	3.75	3.75
Parcel I			
Studio	13	1.25	16.25
One Bedrooms	8	1.75	14.00
Two Bedrooms	4	2.25	9.00
Total	27		45.25

Commented [agb75]: Changes to tables to reflect what has happened.

EXHIBIT 11-9: AFFORDABLE HOUSING COMPLETED (2013as of 2025)

	Units	People Per Unit	People Housed
Parcel J (Phase 1)			
Three Bedroom	1323	3.00	3969.00
Total	1323		3969.00

Phase 2

After 2013 the total cumulative persons housed in either employee and affordable units must equal or exceed the total cumulative requirement generated by the free-market residential units and commercial space constructed. In Phase 2, a certificate of occupancy for a free market residential unit or commercial space will not be issued unless the total cumulative persons housed in employee and affordable units which have received certificates of occupancy equals or exceeds the total cumulative requirement generated by the free-market residential units and commercial space which have received certificates of occupancy.

The total cumulative persons housed is determined by multiplying the persons housed by unit type (Exhibit 11-13) by the corresponding number of each type of affordable and employee housing units that received certificates of occupancy. The total cumulative requirement is determined by multiplying the requirement per unit type (Exhibit 11-10) by the corresponding number of each type of free-market unit that received certificates of occupancy. The required persons housed in affordable or employee units generated for each type of free-market unit is shown in Exhibit 11-10 below.

EXHIBIT 11-10: PERSONS HOUSED REQUIREMENT

	Units or Square Feet	Per Unit Requirement	Total Requirement
Commercial Square Footage (Village Core)	10,000 (see note)	0.050	0.5
Condominiums/Townhouses (Village Core)	78	0.390	30.4
Townhouse C and D Sub-Tract Units (TVSRC)	34	0.390	13.3
Single-Family Units (TVSRC)	100	0.700	70.0
Townhouse A Sub-Tract Units (TVSRC)	12	0.525	6.3
Townhouse B Sub-Tract Units (TVSRC)	36	0.656	23.6
Condominiums/Townhouses (Village Core)	20	0.525	10.5
Total Persons Housed			154.6

11.7

Note: Unit requirement for square footage based on every 1,000 square feet.

In Phase 2 both affordable or employee housing units contribute to the total cumulative persons housed; as such, either affordable or employee housing can be used to meet the total cumulative requirement.

The following is an illustrative example of Phase 2 calculations. Assuming that certificates of occupancy were received on 92 single-family lots (64.4 people), 12 Townhouse A Sub-Tract Units (6.3 people), 9 Townhouse B Sub-Tract Units (5.9 people), 10 Townhouse C Sub-Tract Units (3.9 people), 24 Townhouse D Sub-Tract Units (9.4 people) and 70 condominiums in the Village Core (27.3 people) there would need to be affordable and employee housing for a total of 117.25 people. This could be [meetmet](#) with 69.0 people in affordable housing and 48.25 people in employee housing or any combination of persons in affordable or employee housing that is equal to or greater than 117.25.

Commented [agb76]: Typo.

Phase 3

Phase 3 Employee Housing. After certificates of occupancy are received on free-market residential units and commercial space that generate a cumulative employee housing requirement of more than 44.2 persons, the applicant shall be responsible for completing the remaining employee housing. On average, the applicant must either receive certificates of occupancy on units or donate land to St. John's Medical Center / 501(c)(3) that house 10 persons per year until employee housing has been met for a cumulative total of 151.25 persons. The applicant is required to bond for the remaining employee housing obligation before it is able to receive final plat on its last 10 unplatted condominium units. The applicant will retain this bonding obligation unless it explicitly transfers the obligation to a third party along with the sale of a minimum of 10 unplatted condominium units. And any sale or transfer of the last 10 unplatted condominium units by the applicant must include the bonding obligation outlined above. The applicant must notify the Director of the Housing Authority and the Director of the Planning and Development Department if the transfer of the bonding obligation occurs. The employee housing requirement for each type of unit is shown in Exhibit 11-11 below.

EXHIBIT 11-11: EMPLOYEE HOUSING REQUIREMENT

	Units or Square Feet	Per Unit Requirement	Total Requirement
Office	35,000	0.03	1.1
Retail	31,500	0.05	1.6
Restaurant/Bar	3,500	1.01	3.5
Residential Condos/Townhouses (Village Core)	78	0.390	30.4
Residential Condos/Townhouses (TVSRC)	34	0.390	13.3
Total Persons Housed			49.9

Note: The Employee Housing Requirement table (Exhibit 11-11) assumes that 60,000 square feet of commercial space is transferred from Area 1 to Area 2.

Note: Unit requirement for square footage based on every 1,000 square feet.

Phase 3 Affordable Housing. After certificates of occupancy are received on free-market residential units that generate a cumulative affordable housing requirement of more than 110.4 persons, the applicant shall be responsible for completing the remaining affordable housing. On average, the applicant must receive certificates of occupancy on affordable units that house 10 persons per year until affordable housing has been met for a cumulative total of 220.5 persons. The applicant is required to bond for the remaining affordable housing obligation before it is able to receive final plat on its last seven unplatted free-market units. The applicant will retain this bonding obligation unless it explicitly transfers the obligation to a third party along with the sale of a minimum of seven unplatted free-market units. And any sale or transfer of the last seven unplatted free-market units by the applicant must include the bonding obligation outlined above. The applicant must notify the [Housing Director of the Housing Authority](#) and the Director of the Planning and [DevelopmentBuilding](#) Department if the transfer of the bonding obligation occurs. The affordable housing requirement for each type of unit is shown in Exhibit 11-12 below.

Commented [agb77]: Changes for accuracy.

EXHIBIT 11-12: AFFORDABLE HOUSING REQUIREMENT

	Units	Per Unit Requirement	Total Requirement
Single-Family Units (TVSRC)	100	0.700	70.0
Townhouse A Sub-Tract Units (TVSRC)	12	0.525	6.3
Townhouse B Sub-Tract Units (TVSRC)	36	0.656	23.6
Condominiums/Townhouses (Village Core)	20	0.525	10.5
Total Persons Housed			110.4

Allocation of Affordable and Employee Housing to Free-Market Development

The persons housed in affordable and employee housing built on Parcel I and Parcel J will first be applied to the requirement associated with free-market construction in the TVSRC. Any excess persons housed in affordable and employee housing on Parcel I and Parcel J after meeting the required persons housed in affordable and employee units associated with the free-market residential development in TVSRC shall be applied to the Village Core.

Conceptual Plan, Minimum Sizes, and Persons Housed per Unit

The affordable and employee housing units will be built using materials and colors that will complement those of the market units. In addition, similar CCRs that govern the market units will be used for the affordable housing units. These guidelines will ensure that the units will be attractive, desirable and compatible with the overall development. The original CCRs for Parcel J affordable housing units were recorded on October 31, 2012.

The minimum unit sizes and persons housed per affordable and employee unit are shown in Exhibit 11-13 below. All units will comply with or exceed all other applicable minimum standards of the [UniformInternational](#) Building Codes and other development codes adopted by Teton County.

Commented [agb78]: Change for accuracy.

EXHIBIT 11-13: MINIMUM UNIT SIZES AND PERSONS HOUSED

	Minimum Square Feet	Persons Housed
Dorm-Style or Small Studio	275	1.00
Large Studio or Studio-One	450	1.25
1 Bedroom	600	1.75
2 Bedroom	950	2.25
3 Bedroom	1,200	3.00
4 Bedroom	1,150	3.75

Note: Dorm-style units are [permitted and are defined as](#) a series of bedrooms sharing a living area (employee housing only).

Commented [agb79]: Change for clarity.

Restrictions

Affordable Housing

The applicant intends to restrict the initial and subsequent purchase and transfer of each affordable unit to qualified buyers, [as defined by the Housing Authority](#). The purchase of each unit shall be limited exclusively to persons [that the Housing Authority deems deemed](#) eligible as qualified buyers, [either by the Housing Department or the Board of County Commissioners](#). As such, no affordable housing unit may be sold or otherwise transferred to anyone who is not a qualified buyer (except in the case of the death of an owner who passes interest in a unit to a non-qualified beneficiary). The applicant will be responsible for designing and administering the selection process by which the purchasers of the Employment Based housing units as well as the additional units on "Land Donated or Additional Units" are chosen from the pool of qualified applicants. The selection matrix developed by the applicant will favor employees who provide essential services to Teton County.

Commented [agb80]: Change for accuracy, how handled today.

The maximum allowed resale price for any traditional affordable unit (Category I, Category II, and Category III) shall not exceed the initial sales price plus a percentage increase equal to the percentage increase in the CPI-U Denver-Boulder, Colorado as published by the U.S. Department of Labor to reflect inflation, or its most nearly comparable successor index as determined by the Housing Authority. The maximum allowed resale price for the new Employment Based affordable units shall not exceed the initial sales price plus a percentage increase that would track purchasing power; such as, although not limited to a CPI index.

Subsequent owners of the affordable housing units will be required to give notice to the Housing [AuthorityDepartment](#) at least thirty days prior to a sale or transfer of their unit. The owner is also responsible for supplying the Housing Authority with the information it requests concerning the sale or transfer of the unit.

Commented [agb81]: Change for accuracy.

These special restrictions shall constitute covenants running with the affordable housing units and shall be binding on all parties having any title or interest in the units.

A housing compliance and monitoring plan was created and approved by the Planning Director [and Development](#) in 2007.

Commented [agb82]: Change for accuracy.

A draft of the proposed restrictions to be placed on the affordable units to ensure they remain affordable and comply with the Housing Authority Guidelines, as amended are included in Appendix R.

Employee Housing

The special restrictions related to limits on rent levels, which include language to ensure affordability and to target employees who work at Teton Village Resort, were approved by the Housing Authority, Board of County Commissioners, and Planning Director in 2011. These special restrictions were placed on the employee housing units on Lot 1 and Lot 2 of Parcel I.

Housing Mitigation Standards

For so long as the Area Two PUD of the Teton Village PUD District for Planned Resort is in compliance with the Housing Mitigation Plan, it shall be deemed to be in compliance with all Teton County affordable and employee housing requirements and shall not be subject to amendments in the Teton County affordable and employee housing regulations.

Section 12 (Section XII). Area Use Schedule

The Section 12 (Section XII) Use Schedule as referenced in the Resort Master Plan and in instruments and plats filed of record has been moved to Section 4.

Section 13. Off Site Impacts

Development Exactions

Teton County requires that a developer dedicate land for public use or improvements at a rate of 0.03 acres per housing unit or lot. These development exactions can be provided on site or as a fee in lieu. The applicant will provide all development exactions as transfers in fee ~~in~~, or grants of easements across, land within Area 2 to Teton County, TVA or TVISD, at times specified in the Phasing Plan. These development exactions represent the dedication of sufficient land to meet the requirement of the LDRs for all development proposed within Area 2, including development by others on land transferred to them by the applicant.

The applicant is providing more acreage than is required by the LDRs because of the need at the Teton Village Resort for parks, roads, pathways, a transit center and a visitor center and sheriff's substation. The applicant is committed to providing these lands for public purposes and will not reserve the excess toward future development.

~~The~~Area 2 includes 280 market-rate dwelling units and an estimated 100 affordable housing dwelling units for a total of 380 dwelling units. As such, 11.4 acres of land are required to meet the mandatory land dedications. The applicant is providing approximately 13.34 acres as listed below. If the exaction land does not total 11.4 acre the applicant may substitute land or fee in lieu for transportation purposes.

The exaction land provided is shown in the table below.

EXHIBIT 13-1: EXACTION LAND PROVIDED

	Acres
Apres Vous Road	0.33
Sheriff's Substation Site and Visitor Center	0.50 26
Village Park Including Potential 3.0-Acre School Site and Potential Fire District site	11.7 (offsite exaction)
Transit Center with Visitor Center	0.81 1.05 (estimate)
Total Estimated Acreage	13.34

The 0.33 net acres provided by Apres Vous Road is calculated by taking the total 2.7-acre easement for Apres Vous Road and subtracting the 2.37 acres of Teton Village County Road easement that was vacated. The 11.7 net acres provided by the Village Park is calculated by taking the 12.25-acre park less the applicable 0.55-acre portion of Apres Vous Road easement within the park.

The exaction land required is determined as follows: (280 Free Market Units + 100 Affordable Units) * (0.03 Acres / Unit) = 11.4 Acres

Section 14. Phasing Plan

The phasing plan outlined below is a realistic projection of the development. The phasing plan outlines the timing of and responsible entity for each capital improvement. There exists flexibility within the phasing plan to accommodate vagaries in the build-out of the commercial and free-market residential units. However, the phasing plan is structured such that the infrastructure and capital improvements are linked and timed in a manner that ensures that at each stage of the development, the Teton Village Resort is a well-functioning, connected community.

It is important to note that the utilities are built along the road right-of-way and are associated with construction of roads. In general, pathways are built at the same time as the corresponding roads and are the responsibility of the entity building the road. Completion of the phasing plan and full build-out is expected to take approximately twenty-five years.

PHASE 1

Resort Element	Functional Phasing	Responsible Entity
Apres Vous Road	Completed in 2013.	The Applicant
TVSRC Roads (excluding Bowman Road)	Completed in 2009.	The Applicant
Teton Village Entrance Road	Completed in 2007.	Teton County, WYDOT and adjoining property owners
Reclamation of Fish Creek	Completed in 2007.	The Applicant
Storm Water Runoff Facilities	Completed in 2007 and enlarged in 2013.	The Applicant
Transfer of Replacement Transit Space and Visitor Center	The transfer would take place no later than 23 years after approval is received from the BOCC for the first final plat for any office, retail or free-market housing on all parcels in the Village Core, excluding Parcel I. (Institutional space such as visitor center, visitor information space, sheriff's substation, post office, non-profit office space and other such uses and Resort Support space are not considered "office, retail or free market housing".)	The Applicant and TVA
Transfer of Visitor Center Land Lot 15, Parcel I	Transfer of land 3 years after approval is received from the BOCC for the first final plat for any commercial or free-market residential development on all parcels in the Village Core, excluding Parcel I. (Institutional space such as visitor center, sheriff's substation, post office, non-profit office space and other such uses and Resort Support space are not considered "office, retail or free market housing".) Upon approval of this Master Plan amendment.	The Applicant and TVA

Commented [agb83]: Change to reflect Lot 15 as exaction land, and conveying on approval of amendments.

Transfer Sheriff's Sub Station Land	Transfer of land 3 years after approval is received from the BOCC for the first final plat for any commercial or free market residential development on all parcels in the Village Core, excluding Parcel I. (Institutional space such as visitor center, sheriff's substation, post office, non-profit office space and other such uses and Resort Support space are not considered "office, retail or free market housing".)	The Applicant and TVA
Transfer Fire District Site	<u>If requested by the Teton Village Fire District and BOCC up to one acre will be transferred to the Teton Village Fire District. Land will be committed to potential use by the Teton Village Fire District up until submittal of the sketch plan application to Teton County for the Village Core. If the Teton Village Fire District and the BOCC both agree that this land is needed for additional fire services, then up to one acre of land (the exact acreage should be agreed upon by the Teton Village Fire District and the BOCC) will be transferred to the Teton Village Fire District before final development plan approval for the Village Core. This exaction land may be subtracted from the 12-acre village park land.</u>	The Applicant, BOCC and Teton Village Fire District

Commented [agb84]: This is exact language from above, so used same language here to avoid conflicts and ambiguity. No changes to this.

PHASE 2

Resort Element	Functional Phasing	Responsible Entity
New Bowman Road and Reclaim old Bowman Road	Completed no later than 2 years after final plat on the first Townhouse B Sub Tract unit or Single Family Lots accessed by Bowman Road. Completed in 2018.	The Applicant
Teton Village Entry Connector Between the South-Western Most Condominiums	Built as soon as any of the free-market units lying adjacent to this road are built on Parcel L and Parcel M.	The Applicant
Saratoga North Road	Built as soon as free-market units lying adjacent to this road on Parcel G and Parcel H are built.	The Applicant

PHASE 3

Resort Element	Functional Phasing	Responsible Entity
Fish Creek Park	Completed in 2015. Transferred to TVA immediately after the construction of residential or retail units on Parcel L and the south side of Parcel A. Lodges at Fish Creek.	The Applicant
New Post Office	Land leased to USPS at termination of current lease. Construction at discretion of the United States Post Office.	USPS
Permanent Crystal Springs Road	Built as soon as the new grocery store, gas station and local convenience store are re-located/built. Built when physical development occurs on adjacent parcels.	The Applicant

Commented [agb85]: Changed for accuracy.

Commented [agb86]: Changed so that road gets built no matter what is built next to it.

Crystal Springs Road (north of intersection with Teton Village Entrance Road)	Built as soon as certain free-market units, affordable units, employee units, commercial space or institutional space lying adjacent to this road on Parcel J, Parcel K, the east side of Parcel E, the west side of Parcel N, and the east side of Parcel F are built.	The Applicant
Sheriff's Substation	Built at the discretion of Teton County.	County
Visitor Center	Built at the discretion of TVA in association with the Transit Center .	TVA
Fire House	Built at the discretion of the Teton Village Fire District and BOCC	Teton Village Fire District

Commented [agb87]: Changed to include with transit center.

PHASE 4

Resort Element	Functional Phasing	Responsible Entity
Saratoga South Road	Built as soon as certain commercial space, residential units, employee units along the west side of the road on the east side of Parcel C and Parcel B are built.	The Applicant
Tram Line Road	The timing to build Tram Line Road will be determined at the discretion of the Board of County Commissioners during sketch plan approval for any of the following parcels: A, B, E, and F.	The Applicant
Transit Center	Construction timing determined by START and Board of County Commissioners in consultation with the applicant's traffic consultant.	TVA
Easement for Tram Line Road to Exaction Land	The requirement and timing for the applicant to provide to Teton County an easement (up to 60-feet wide) for access from the Tram Line Road alignment east of Crystal Springs Road to the southwest corner of the exaction parcel will be determined at the discretion of the Board of County Commissioners upon the first of the following to occur: (1) the construction of Tram Line Road is required by the Resort Master Plan; (2) a building permit is issued by Teton County for either Parcel K or Parcel N; or (3) a determination by the Board of County Commissioners that a connection is warranted by the development of a school, park, or fire house on the exaction parcel. This access may be in the form of an access road, driveway, and/or non-motorized pathway. The County Attorney shall review and approve the easement prior to recordation. The County shall be responsible for constructing any access improvements within the easement, although if the applicant desires to construct a portion of the access at the time of development of Parcel K or Parcel N, they may do so in coordination with Teton County.	The Applicant and County

PHASE 5

Resort Element	Functional Phasing	Responsible Entity
Village Green	Built at the same time as adjacent buildings on the southern side of Parcel D and northern side of Parcel E are completed. Transferred to TVA upon completion.	The Applicant

Section 15. Procedure for Review of Development Proposals by Teton County

Unless otherwise noted in Section 15 Procedure for Review of Development Proposals by Teton County, all [provisions, standards and procedures](#) of the 2016 Land Development Regulations shall apply. In the event of a contradiction between this Resort Master Plan, on the one hand, and the 2016 Land Development Regulations on the other, the Resort Master Plan shall govern.

Commented [agb88]: Changed for accuracy/clarity.

Minor Development Plans

The following shall be considered Minor Developments:

- Residential. Any residential development of four (4) or fewer dwelling units, not requiring a Conditional Use Permit or subdivision of land.
- Nonresidential. Any non-residential development not requiring a Conditional Use Permit or the subdivision of land, containing 3,450 square feet or less of total floor area, exclusive of floor area for accessory residential units, or, utilities collection and distribution, or any other development that does not include a structure but contains an activity that will occupy land area of 6,000 square feet or less. Notwithstanding the above, the subdivision of land for conveyance to the state of Wyoming or any political subdivision thereof, including, but not limited to required land exactions, are not considered a Minor Development and are exempt from the subdivision platting requirements by Wyo. Stat. § 18-5-303, and shall be processed as an Exempt Land Division pursuant to LDR Sec. 8.5.4.

Teton County Review and Approval

Development proposals that are considered Minor Developments as defined above shall be reviewed according to the following procedures:

- The only permits that may be required for the physical development of a residential unit on a subdivided lot are a Building Permit, a Grading Permit, and a Sign Permit; the requirement for each permit to be determined by the standards and procedures established by the 2016 Land Development Regulations.
- The only permits that may be required for the development of a non-residential structure containing less than 3,450 square feet are a Building Permit, a Grading Permit, [Basic Use Permit](#), and a Sign Permit; the requirement for each permit to be determined by the standards and procedures established by [the 2016 Land Development Regulations Exhibit 4-2 Area Use Schedule](#).
- A development on [or use of an](#) area of less than 6,000 square feet, which does not include a structure requires a Basic Use Permit obtained according to procedures established by the 2016 Land Development Regulations.

Commented [agb89]: Changed for accuracy.

Commented [agb90]: Changed for accuracy/clarity.

Intermediate and Major Developments

Any development that is not considered a Minor Development as defined above, shall be reviewed according to the procedure described in this subsection.

Pre-application Conference

This conference shall take place prior to submitting a sketch plan application to the Teton County Planning Director. The purpose of the pre-application conference is to allow an informal review of the proposal before commitments of time and money have been made. A Pre-application Conference request shall be submitted and processed in accordance with the procedures set forth in the 2016 Land Development Regulations. At the Pre-application Conference Teton County Department staff shall provide information on the submittal requirements for all phases of the approval process for the proposed development, on issues that should be given special consideration and a preliminary response to the proposal. Within seven days of the Pre-application Conference Teton County Planning Department staff shall provide the applicant with a written pre-application conference summary containing the submittal requirements and information discussed at the conference. Any preliminary comments on the proposal shall be for informational and guidance purposes only and shall in no way bind Teton County or the applicant.

Sketch Plan Review and Approval

Public hearings will be held before the Teton County Planning Commission and the BOCC. This review will provide the applicant with the opportunity to discuss the design concept and receive feedback from Teton County and the public before significant amounts of time and money are spent on the design. The following findings must be made in order to approve a sketch plan:

- That the proposal is consistent with the provisions and intent of the Resort Master Plan;
- That the proposed structures and improvements orient to and contribute to the adjoining streets and public spaces;
- That the proposed bulk and scale are appropriate to the site and its surroundings;
- That the proposal utilizes sunlight in its design and, to the maximum extent possible, preserves the solar access of adjacent properties;
- That the structure and improvements are sited and designed to blend into the natural, existing features and profile of the property;
- That the site plan preserves significant, existing trees to the maximum extent possible; and
- That pedestrian circulation has been provided for in accordance with the Resort Master Plan.

The following chart indicates the steps and deadlines required for the review of a Sketch Plan following a pre-application conference. Each step must be completed before moving to the next step.

1.Neighborhood Meeting		A neighborhood meeting is required following the pre-application conference and prior to submittal of the sketch plan application. Notice of the meeting and the format of the meeting shall follow the procedures established by the 2016 Land Development Regulations for neighborhood meetings.
2.Application Submittal	Must occur within 1 year of the pre-application conference	The sketch plan application shall follow the submittal standards set forth in the 2016 Land Development Regulations. Applicants for sketch plan approval shall submit those items listed as submittal requirements for the sketch plan in the pre-application conference summary unless a waiver of said requirements, or portions thereof, is granted by the Planning Director for good cause shown. The Planning Director shall ensure that only pertinent information is required from the applicant, commensurate with the magnitude of the project.
3.Sufficiency Sufficiency Determination	Determination by Teton County Planning Department staff within 14 days of application submittal; should a determination not be provided to the applicant within the 14 days, the application shall be considered sufficient	An application must be declared sufficient prior to its review based on criteria established by the 2016 Land Development Regulations. Should the application be determined insufficient, a written notice shall be mailed to the applicant specifying the deficiencies. If the applicant fails to correct the deficiencies within 60 days, the application shall be considered withdrawn.
4.Staff Review and Recommendation		Review of the application by Teton County Planning Staff shall be made based on procedural standards established by the 2016 Land Development Regulations.
5.Planning Commission Recommendation	The Planning Commission hearing for review of the application shall occur within 90 days of the determination of sufficiency	The Planning Commission shall review the application at a public hearing and make recommendations regarding the application in accordance with the procedural standards established by the 2016 Land Development Regulations that are specific to Planning Commission Recommendation and to those general to all public hearings.
6. Board of County Commissioners' Decision	The Board of County Commissioners hearing of the application shall occur within 60 days of the Planning Commission recommendation Findings of Fact and Conclusions of Law shall be made at the next regular BOCC meeting after the meeting at which a decision was rendered	The Board of County Commissioners shall review the application at a public hearing and approve, approve with conditions, or deny the application based on the findings established by this section of the Resort Master Plan. The 2016 Land Development Regulations establish the procedural standards that are specific to the BOCC's decision, that are general to all public hearings and to the standards general to all decisions.

A Sketch Plan shall expire two years after the date of approval, except under one of the following circumstances:

- A sufficient development plan application to implement the sketch plan is submitted and approval of the development plan is being pursued in good faith;
- An approved development plan is being implemented;
- In the case of a phased development, not more than two years has passed since the issuance of a certificate of occupancy for physical development approved by the sketch plan; or
- An alternate expiration date is set through the approval of the sketch plan.

Sketch plan approval permits the submittal of a development plan, it does not permit actual physical development or subdivision of land.

An approved sketch plan may be amended pursuant to the procedural standards established by the 2016 Land Development Regulations.

Development Plan Review and Approval

Public Hearing and Notification Not Required. If the submitted development plan is consistent with the approved sketch plan, including conformance with the required sketch plan findings, public notification and a public hearing shall not be required prior to review or approval of the development plan. The Planning Director shall have the authority to approve the development plan if the development plan is consistent with the approved sketch plan and with all provisions of the Resort Master Plan and LDRs.

The Phasing Plan included in the Resort Master Plan is a general guideline for the development of the Teton Village Expansion PUD. Thus, a development plan need not be submitted in accordance with the Phasing Plan, so long as it is consistent with the Resort Master Plan.

Teton County Planning Directors Review and Approval. The following chart indicates the steps and deadlines required for the review of a Development Plan following approval of a Sketch Plan. Each step must be completed before moving to the next step.

1.Application Submittal	Must occur within 1 year and 50 weeks of the date of the sketch plan approval	The Development Plan Application shall follow the submittal standards set forth in the 2016 Land Development Regulations. Applicants for development plan approval shall submit those items listed as submittal requirements for the development plan in the pre-application conference summary unless a waiver of said requirements, or portions thereof, is granted by the Planning Director for good cause shown. The Planning Director shall ensure that only pertinent information is required from the applicant, commensurate with the magnitude of the project.
-------------------------	---	---

2. Sufficiently <u>Sufficiency</u> Determination	Determination by Teton County Planning Department staff within 14 days of application submittal; should a determination not be provided to the applicant within the 14 days, the application shall be considered sufficient	An application must be declared sufficient prior to its review based on criteria established by the 2016 Land Development Regulations. Should the application be determined insufficient, a written notice shall be mailed to the applicant specifying the deficiencies. If the applicant fails to correct the deficiencies within 60 days, the application shall be considered withdrawn.
3. Staff Review and Recommendation		Review of the application by Teton County Planning Staff shall be made based on procedural standards established by 2016 Land Development Regulations.
4. Planning Director's Decision	Decision within 60 days of sufficiency determination	Based on consistency with the sketch plan as approved, consistency with provisions of the Resort Master Plan and applicable provisions of the 2016 Land Development Regulations, the Planning Director shall approve, approve with conditions or deny the development plan. The applicant shall be notified in writing of the decision, findings for the decision, and expiration of the decision within 14 days of the decision.

A grading and erosion control permit application and/or building permit application may be submitted to Teton County and reviewed concurrently with the development plan.

Appeal of Planning Director's Decision. The Planning Director's decision with regard to a development plan may be appealed by the applicant to the BOCC within 30 days after receipt of written notice regarding such decision. Such appeal shall be handled by the BOCC in accord with the 2016 Land Development Regulations.

A development plan shall expire ~~two years~~18 months after the date of approval, except under one of the following circumstances. The applicable circumstances shall be established in the notice of decision on the application.

- In the case of physical development, a building permit or building permits for the entire development are issued ~~and do not expire and the certificates of occupancy for the building permits are issued within three years of issuance of the building permits;~~
- In the case of a subdivision, a subdivision plat has been recorded with the County Clerk;
- In the case of a phased development, all phases are in compliance with the approved phasing plan, or not more than ~~18 months~~two years has passed since the completion of the previous phase and the current phase is in compliance with an applicable above criteria, or
- An alternate expiration date is set through the approval of the development plan.

An approved development plan may be amended pursuant to the procedural standards established by the 2016 Land Development Regulations.

Section 16. Conditions of Approval and Standing of Resort Master Plan

Conditions of Approval

The document setting forth in full the Conditions of Approval adopted by the Board of County Commissioners on July 12, 2005, as amended is annexed hereto as Appendix S, Summary of Amendments and Conditions. Each of the Conditions of Approval has been incorporated into these Standards and Conditions with the exception of Conditions number 57, 60, 65. These Conditions stand on their own as Conditions of Approval imposed by the Board of County Commissioners.

Standing of Resort Master Plan

Any amendments to the LDRs shall not affect the approval of the Resort Master Plan, or the conditions of approval, provided development within the Teton Village Expansion PUD proceeds in accordance with the Resort Master Plan. In addition, any amendments to the LDRs shall not change the standards or requirements in place at the time of Master Plan approval on July 12, 2005 or November 16, 2016 where specifically referenced. In the event there is a conflict between the LDRs and the Resort Master Plan, the standards and processes of the Resort Master Plan shall apply.

Commented [agb91]: Added for clarity.

Section 17. Amendment of, Minor Deviation from, and Administrative Adjustments to the Resort Master Plan

Major Amendments

Any landowner within the Teton Village Expansion PUD may apply for amendment to the Resort Master Plan, but only insofar as it affects that landowner's property. The amendment shall be reviewed and acted upon pursuant to the procedures set forth in the LDRs for review and action on a Resort Master Plan. The amendment shall be subject to all applicable standards of the LDRs that are in effect at the time of review of the amendment.

Minor Amendments

Further, Minor Amendments to the Resort Master Plan may also be approved by the Planning Director. The Planning Director shall be required to render a decision on the sufficiency of an application within 14 days of its submittal, and to approve, approve with conditions, or deny an application within 60 days of its being determined sufficient. Minor Amendments shall comply with the following standards:

- The proposed amendment does not increase the total amount of development permitted at the Teton Village Expansion PUD;
- The proposed amendment does not materially affect other property owners at the Teton Village Expansion PUD;
- The proposed amendment is consistent with the purposes of the Planned Unit Development and with the purposes of the approval standards; and
- The proposed amendment is consistent with the Planned Unit Development (PUD-PR) District for Planned Resort Section of the Teton County LDRs.

Minor Deviations

Notwithstanding the foregoing, minor deviations from the Resort Master Plan may be approved by the Planning Director. The Planning Director shall be required to render a decision on the sufficiency of an application within 14 days after its submittal, and to approve, approve with conditions, or deny an application within 60 days of its being determined sufficient

The Property Owner may submit Minor Deviations to the Planning Director that can be approved through administrative procedure without public hearing. However, the Planning Director may elevate the request to public hearing if the Planning Director deems it appropriate.

Minor Deviations fall into two categories:

- those that are from Design Guidelines of either the Village Core or the Teton Village South Residential Community as stated respectively in Appendix G, Village Core Design Standards, and Appendix H, Teton Village South Residential Community Design Standards and Master Signage Plan; and
- those that are from approved Development Plans.

Minor Deviations from Design Guidelines shall comply with the following standards:

- The granting of the deviation allows a creative and positive design solution and the deviation will not adversely affect the intent and purpose of the design principles. The principles for the Village Core are outlined as Design Principles at the beginning of the Village Core Design Standards, Appendix G. The principles for the Teton Village South Residential Community are outlined as Design Objectives of Teton Village South Residential Community Design Standards, Appendix H.
- The design solution proposed by the applicant is as good as or better, given the underlying intent and purpose of the design guidelines, than that provided for in the design guidelines.
- The proposed deviation does not materially impact the health, safety and welfare of other property owners in Area 2.
- Applications for Minor Deviations from Design Guidelines may be submitted to the Planning Director only after they are reviewed and approved by the governing architectural review committee.

Minor deviations from approved Development Plans shall:

- be a result of changes that appear necessary in light of technical or engineering considerations first discovered during development that are not reasonably anticipated during the initial approval process;
- comply with the standards of this Resort Master Plan and not include reductions in the amount of open space set aside or required resource protection, or increases in the amount of building floor area.

Administrative Adjustment

Notwithstanding the foregoing, administrative adjustments from the Resort Master Plan may be approved by the Planning Director. The Planning Director shall be required to render a decision on the sufficiency of an application within 14 days of its submittal, and to approve, approve with conditions, or deny an application within 60 days of its being determined sufficient. An administrative adjustment shall be approved prior to the decision on any permit application dependent upon the administrative adjustment.

The Property Owner may submit Administrative Adjustments to the Planning Director that can be approved through administrative procedure without public hearing. An application may be made for administrative adjustment of the following standards:

- Landscape Surface Ratio may be adjusted up to 20%;
- Structure setbacks, not including setbacks from natural resources, may be adjusted up to 20%;
- Site development setbacks, not including setbacks from natural resources, may be adjusted up to 20%;
- Fencing height and setbacks may be adjusted up to 20%;

- Parking Standards, as approved by the Planning Director;

Commented [agb92]: Added for clarity.

- Sidewalk standards may be adjusted to decrease the clear walking zone width from 8 feet to no less than 5 feet;
- Grade of developable slopes may be adjusted up to 20%;
- Wildlife friendly fencing may be adjusted if it meets the following standards of special purpose fencing: the special purpose fencing shall encompass the smallest area necessary to achieve the purpose, special purpose fencing is constructed for a particular use and requires a specific design to accomplish the purpose of the fence, special purpose fencing located in a street yard shall not exceed 4 feet in height, special purpose fencing located in a side or rear yard shall not exceed 6 feet in height, and special purpose fencing is not subject to a setback from property lines;
- Standard plant units may be adjusted if it can be demonstrated that the design intent of the proposed project is compromised by the use of the standard plant units and the alternative proposed meets the objectives of softening and integrating the project into the existing landscape; and
- Street and road standards may be adjusted in order to provide flexibility to the application of these standards and regulations and where exceptions do not materially compromise public safety and in granting an exception the following minimum criterion are considered: potential land uses and traffic volumes to be served by the road at buildout, compatibility with adjacent roadway sections, effect on non-motorized facility users, cumulative effect if an exception to more than one standard is requested, effect of the exception on the safety of residents, motorists and non-motorists, effect on level of service, accident data, potential mitigation measures (including, but not limited to, vehicle turnouts, warning signs, mirrors at curves, guard rails, mandatory plowing or maintenance contracts, etc.) to address excepted standards or regulations, and comparative cost of required standard or regulation versus exception request.

An adjustment to Street and Road Standards shall be considered an exception to the street and road standards, and must also be approved by the Teton County Engineer, who shall document all requests for such exceptions in an Exception Report, which shall include a description of the exception request and relevant standards and regulations, the County Engineer's determination, any required mitigation, and the basis for the approval or the denial. All exception requests shall be stamped by a registered Wyoming Engineer. The County Engineer shall seek comment from the Teton County Road and Levee Superintendent, Fire Chief and Planning Department in determining whether to grant or deny the exception request. The County Engineer shall distribute all completed Exception Reports to the Teton County Road and Levee Superintendent, Fire Chief, the Planning and Development Department, and the applicant.

An administrative adjustment shall be approved upon finding the application:

- Complies with the applicability standards of this standards outlined above;
- Either: a. Compensates for some unusual constraint of the site or proposal that is not shared by landowners generally, or b. better protects natural and scenic resources, or c. better supports the purpose of the Resort zone;

Commented [agb93]: Typo.

- Is consistent with the purpose of the Resort zone and the desired future character for the area described in the Comprehensive Plan;
- Will not pose a danger to the public health or safety; and
- The site is not subject to a series of incremental administrative adjustments that circumvent the purpose of an administrative adjustment.

Issuance of an administrative adjustment shall not ensure the approval of any other application. The decision on an administrative adjustment cannot be reversed by the Board of County Commissioners through review of an associated permit application. The decision on an administrative adjustment can only be reversed through an appeal pursuant to the appeal of an administrative decision process outlined in the 2016 Land Development Regulations.

An administrative adjustment shall expire one year after the date of approval except under one of the following circumstances: 1. The physical development, use, development option, or subdivision enabled by the administrative adjustment is in review or implementation; or 2. An alternate expiration is set through the approval of the administrative adjustment.

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
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)	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.

Planning Commission Recommendation:

The Planning Commission recommends **denial** of Development Plan P25-205 based on its inability to make all required Development Plan findings pursuant to LDR Section 8.3.3.C.

Planning Director Recommendation:

The Planning Director recommends **denial** of Development Plan P25-205, based on an inability to make all required Development Plan findings pursuant to LDR Section 8.3.3.C.

Background.

The Development Plan application for this proposal was submitted on October 27, 2025. The project has since gone before the Planning Commission and Design Review Committee (DRC) for review (see summaries of their recommendations below). This item was then scheduled to be heard by the Council on March 2, 2026. However, at that meeting, the Applicant asked for and was granted by the Council their one-time, 45-day continuance pursuant to LDR Section 8.2.14.D.4.a. The Applicant indicated that this timeframe would allow some outstanding issues identified by staff to be resolved.

Analysis & Key Questions.

LDR Section 8.3.3.A states that *"the purpose of a Development Plan is to review a proposal at a sufficient level of detail to determine compliance with the LDRs prior to preparation of final construction or plat documents."* Moreover, Development Plan proposals may only be approved if all of the findings set forth in LDR 8.3.3.C are affirmatively made.

Staff are no longer in possession of submittal plans authorized for use by the Applicant and are therefore unable to complete a full review of the proposal for LDR compliance. Additionally, even if revised submittal plans were provided at this stage, staff would not have adequate time to complete the necessary analysis prior to the Town Council's May 18 meeting. Given the absence of reviewable plans, the application does not provide the level of detail or project clarity necessary to evaluate compliance with applicable standards or make the required findings, and staff therefore recommend denial of the application.

Key Question #1.

Does the Town Council agree with staff's recommendation of denial?

Public Comment.

No public comment has been received since the Planning Commission Meeting.

Development Plan Findings.

All Development Plan proposals may be approved only if all of the following findings are made:

1. ***Is consistent with the purposes and organization of the LDRs;***
Unable to Evaluate Compliance.
2. ***Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;***
Unable to Evaluate Compliance.
3. ***Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;***
Unable to Evaluate Compliance.
4. ***Complies with the Town of Jackson Design Guidelines, if applicable;***
Unable to Evaluate Compliance.
5. ***Complies with all relevant standards of these LDRs and other Town Ordinances;***
Unable to Evaluate Compliance.
6. ***Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***
Unable to Evaluate Compliance.

Possible Alternatives

Alternative 1: Deny the application consistent with the staff and Planning Commission recommendation. Staff recommends this alternative. The Town is no longer in possession of valid submittal plans and staff cannot complete the LDR compliance review necessary to support approval.

Alternative 2: Continue the item to allow the Applicant to resolve outstanding issues. Council may continue the item to a future meeting. Because the Applicant used their one by-right continuance under the LDRs, the Council is under no obligation to grant a further continuance even if the Applicant requests one. Staff does not recommend this alternative given that the outstanding issues, specifically the absence of valid submittal plans, have not been resolved in the time already provided and there is no clear timeline for resolution.

Comprehensive Plan & Priority Alignment

Because the Town is no longer in possession of valid submittal plans and staff is recommending denial, a full Comprehensive Plan alignment analysis could not be completed.

Fiscal Impact.

Staff is no longer in possession of valid submittal plans and is unable to evaluate the fiscal impact of the item.

Staff Impact.

Staff time to review, meet with the Applicant, research, and prepare this staff report is estimated at approximately 100 hours.

Suggested Motion.

I move to **deny** Development Plan P25-205, based on an inability to make the required Development Plan findings pursuant to LDR Section 8.3.3.C.

SCOPING STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Hidden Ranch HOA Speed Limit Reduction Scoping Staff Report	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to perform speed zone study in the Hidden Ranch subdivision.

Recommendations.

Staff recommend the Town Council direct the Town Manager to initiate a speed zone study for the Hidden Ranch subdivision. Staff have assessed the scope of the work and find it can be incorporated into the current workload without significant impact on existing priorities. Staff recommend the speed zone study begin within 90 days of Council direction and return to Council with findings and a recommendation at a subsequent Regular meeting.

Background.

On August 26, 2025, the Council received a letter from the Hidden Ranch Homeowners' Association of Board of Directors formally petitioning the Town to reduce the speed on the Town streets located in the Hidden Ranch subdivision from 25 mph to 15 mph. Per the August 26 letter, the basis for the request includes the following:

- There are no sidewalks in the Hidden Ranch subdivision
- There are curves on the streets in the subdivision which limit visibility
- There is no through traffic in the subdivision so the reduced speed limit will largely impact residents
- There are cars parked on the streets forcing pedestrians into the street
- There is bike traffic as residents opt for multi-modal forms of transportation
- Several families with children live in the neighborhood

On March 2, 2026, at the Regular Council Meeting, the Town Council directed staff to draft a scoping report about the time and staff capacity it will take to perform a speed zone study in the Hidden Ranch subdivision. Staff understand Council's request is to identify the impact on Council, the impact on staff, and the impact on the community. Staff are also including an estimate of the fiscal cost, if any, of the Council undertaking work performing a speed zone study in the Hidden Ranch subdivision so that Council can consider all the implications of moving forward with this initiative.

Staff estimate time to consider this initiative at Council meetings will be approximately 1 hour at one Council meeting, 9 hours of staff time, and a minimal amount of community engagement.

The table under the Staff Impact section of this Report identifies the projected amount of time this item will take for both staff and Council.

In considering direction to staff on moving this request forward, staff requests Council consider the following points:

- A. The impact on Council's priorities and workplan for the next two years.
- B. The impact on staff and their ability to carve out time from their regular work tasks to work on this initiative.
- C. The fact that the initiative will not come back before Council for at least 90 days.
- D. The capacity of the community to fully engage on this initiative relative to other initiatives under discussion.

Analysis & Key Questions.

Key Question #1: Does Council agree with staff's understanding of the initiative being proposed?

Staff understand that this initiative consists of performing an overall speed zone study (speed, roadway characteristics, etc.) of the area and conducting research. This work involves staff:

- Reviewing the Town of Jackson Code
- Reviewing the Manual on Uniform Traffic Control Devices (MUTCD)
- Conducting a speed zone study
- Reviewing information with the Chief of Police and the Teton County Transportation Manager
- Participating in meetings
- Drafting comprehensive staff report(s)

Key Question #2: Does this initiative have significant impact on staff's ability to manage their regular workload and Council's already scheduled priority initiatives?

No, this initiative will not have a significant impact on the staff's existing workload. Staff assess that this initiative, estimated at approximately 9 hours of staff time and one Council meeting of approximately one hour, can be incorporated into the current workload without displacing existing priority work.

Key Question #3: Does the proposed initiative have an impact on Council's priorities and workplan?

At this time, this item will likely not have an impact on the Council's priorities and workplan.

Key Question #4: Does the proposed initiative necessitate significant community engagement?

This initiative does not necessitate public engagement. However, given the level of interest from the Hidden Ranch HOA, staff anticipate a small amount of voluntary engagement. Any public input received during the speed zone study will be considered and reflected in the staff report returned to Council.

Possible Alternatives (Optional).

Alternative 1: Direct staff to initiate the speed zone study as recommended. Staff recommend this alternative. The study is a discrete, manageable task estimated at 9 hours of staff time that can be completed without significant impact on existing workload or Council priorities.

Alternative 2: Decline to initiate the study at this time. Council could decline to direct staff to proceed and defer the request indefinitely. The Hidden Ranch HOA petition will remain on file. Staff do not recommend this alternative given the concerns raised by the HOA and the minimal resource impact of the study.

Fiscal Impact.

The fiscal impact of moving forward with a speed zone study to determine the speed limit conditions in the Hidden Ranch HOA may include conducting a speed zone study in the amount between \$500 - \$1,000. This cost would be absorbed within the Public Works operating budget. Staff time of approximately 9 hours is estimated to be absorbed within existing department capacity at no additional cost.

Staff Impact.

The following table identifies the projected amount of time this item will take for both staff and Council.

Party	Hours	Tasks
Public Works Director	4	Conduct study, meetings, review
Police Chief	1	Review, meetings
Transportation Manager	4	Conduct study, meetings, review

Attachments or Links.

Town Council Calendar and Priority List.

Suggested Motion.

I move to direct the Town Manager to initiate a speed zone study for the Hidden Ranch subdivision at staff's next opportunity.

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Municipal Code Update: Amending Water and Sewer Rates	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider amendments to water and sewer rates & fees in Title 13 of the Town of Jackson Municipal Code. The rate amendments include a 25% increase to water volume and base charges, a 10% increase to sewer volume and base charges, and related adjustments to capacity fees, capital replacement charges, and dump station fees.

Recommendations.

Staff recommend the Council approve Ordinance B on third reading, amending water and sewer rates and fees in Title 13 of the Town of Jackson Municipal Code.

Background.

The Town of Jackson provides water and wastewater utility services to residents and businesses within the corporate limits. The Town's water and sewer rates are established in Title 13 of the Municipal Code and are periodically reviewed and updated to ensure the utility system remains financially sustainable and capable of delivering reliable service.

On March 16, 2026, the Town Council reviewed the proposed rate amendments in detail, including the underlying analysis of existing use data, the new master meter rate structure, and the rationale for each proposed adjustment. Council directed staff to proceed with the ordinance.

Council approved the second reading of Ordinance B, an ordinance amending water and sewer rates & fees in Title 13 of the Town of Jackson Municipal Code, on May 4, 2026.

Analysis & Key Questions.

The key policy questions and analysis regarding amending water and sewer rates and fees in Title 13 were discussed and resolved, by Council on March 16, 2026.

Possible Alternatives.

Council has the option to:

1. Alternative 1: Modify Ordinance B before approval. Council may amend the ordinance to adjust one or more of the proposed rate increases before approving the third reading. Any substantive modification would require the ordinance to restart the reading process. Staff do not recommend this alternative as the rate structure was reviewed and approved in concept by Council on March 16, 2026, and modifications at this stage would delay implementation.
2. Alternative 2: Decline to approve Ordinance B. Council may decline to approve the ordinance on third reading. This would leave the existing rates in effect and delay the revenue needed to fund capital improvements and re-establish the Water Fund balance. Staff do not recommend this alternative.

Comprehensive Plan & Priority Alignment.

This item advances the Town Comprehensive Plan through the following specific provisions:

- Principle 1.2 – Preserve and enhance surface water and groundwater quality
- Principle 2.5 – Conserve energy through waste management and water conservation

- Principle 8.1 – Maintain current, coordinated service delivery

Maintaining financially sustainable water and sewer utility rates directly supports the Town's ability to deliver reliable utility services and fund the infrastructure investments necessary to serve current and future residents.

Fiscal Impact.

The proposed water and sewer rate increases will affect all users of the Town's utility system. For new development, there will be a fiscal impact of increased water and sewer capacity fees (5.2%) for connecting to the Town's water and sewer systems. For water users, there will be a 25% increase in the water volume and base charges and for sewer users there will be a 10% increase in the sewer volume and base charges. Additionally, there will be a 5.2% increase to the 3 Creek Capital Replacement charge and a 10% increase to Septic Dump Station fees.

Staff Impact.

Staff impact for this item required roughly 30 hours of staff time for the Public Works Director and Town Engineer to review existing use data, design a new master meter rate structure, and analyze the proposed rate amendments.

Attachments or Links.

- Ordinance B

Suggested Motion.

I move to approve Ordinance B on third reading and designate it as Ordinance 1459.

ORDINANCE B

AN ORDINANCE AMENDING SECTIONS 13.04.050 SUPPLY — HOW OBTAINED—CAPACITY FEES, 13.04.300 WATER RATES, OF CHAPTER 13.04, WATER SYSTEM, AND SECTIONS 13.08.013 WASTEWATER RATES, 13.08.020 WASTEWATER CAPACITY FEES, AND 13.08.070 PERMIT FOR SEPTIC TANK PUMPING, OF CHAPTER 13.08, SEWERAGE DISPOSAL SYSTEM, OF TITLE 13, UTILITIES, REGARDING ADJUSTING UTILITY RATES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION 1.

Sections 13.04.050 Supply—How obtained—Capacity fees, 13.04.300 Water rates, 13.08.013 Wastewater rates, 13.08.020 Wastewater capacity fees, and 13.08.070 Permit for septic tank pumping, of Chapter 13.04, Water System, of the Municipal Code of the Town of Jackson are hereby amended as follows:

13.04.050 Supply—How obtained—Capacity fees.

A. . . .

- B. *Nonresidential.* All nonresidential Water Users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth in Section 13.04.300, shall pay water capacity fees for each meter, which must include a domestic meter and may include an irrigation meter, according to the following fee schedule:

Nonresidential Water Capacity Fees	
Size of the Water Meter	Capacity Fee* per meter installed
¾ inch	\$ 3,455.00
1 inch	5,768.00
1 ½ inch	11,503.00
2 inch	18,409.00
3 inch	36,853.00
4 inch	57,577.00
6 inch	115,120.00
8 inch	184,200.00
10 inch	264,895
12 inch	495,205

* Capacity fees for compound meters shall be based on the size of the largest meter.

- C. *Residential.* All residential and multi-family Water Users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth in Section 13.04.300, shall pay the total of the below water capacity fee components according to the following fee schedule:

Residential and Multi-Family Water Capacity Fees		
Type*	Capacity Fee	
Component 1:		
1 Bedroom/Studio	\$	783.00
2 Bedroom		1,173.00
3 Bedroom		1,564.00
	+	
Component 2:		
Each Additional Bedroom or Unfinished Room per 400 sq. ft.		390.00
	+	
Component 3:		
Irrigation per 1,000 Square Feet of Landscaped Surface Area		451.00

* Definitions for the terms used in the "Type" column are those set forth in the Town of Jackson Land Development Regulations, as amended.

D. . . .

E. . . .

F. . . .

(Ord. ____ § 1, 2026; Ord. 1376 § I, 2024; Ord. 1358 § I, 2023; Ord. 1319 § I, 2022; Ord. 1271 § 1, 2020; Ord. 1071 § 1, 2014; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 743 § 2, 2003; Ord. 664 § 3, 2000; Ord. 538 § 1, 1996; Ord. 410 § 1, 1990; Ord. 270 § 1, 1980).

13.04.300 Water rates.

- A. Water rates for Water Users within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this Section 13.04.300 shall include two charges per meter according to the following fee schedule:

Base Charges	
Monthly fixed charge based on meter size	
¾ inch	\$ 15.74
1 inch	23.45
1 ½ inch	40.84
2 inch	62.41
3 inch	123.63
4 inch	189.83
6 inch	371.58
8 inch	592.91
10 inch	928.41
12 inch	1,699.79

* A base charge will be charged for each meter size comprising a compound meter.

** All meters, including meters for irrigation, shall be charged a base fee according to meter size.

*** Base charges include 2,000-gallon minimum usage.

User Charges		
Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0—2,000	\$ 0.00
	2,001—6,000	1.76
	6,001—25,000	3.96
	25,001—50,000	6.18
	50,001—100,000	8.38
	Over 100,000	10.58
Multi-Family	0—2,000	\$ 0.00
	Over 2,000	3.04
Nonresidential	0—2,000	\$ 0.00
	Over 2,000	3.04
Irrigation Only	0—2,000	\$ 0.00
	Over 2,000	3.96

* Mixed-use buildings will be charged at the nonresidential rate in the table above.

B. . . .

- C. Water sold from the Commercial Filling Station located on Snow King Avenue shall include charges according to the following fee schedule. An account with the Town is required, and pre-payment of an initial fee, in order to access this water supply.

User Charges	
Type of User	\$/1,000 gallons
Non-Town User (private, commercial, nonprofit, other government agencies, quasi-government organizations)	\$ 12.50
Town of Jackson User (its agents, contractors)	7.31

- D. Master Meter Residential Water rates for Water Users within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries shall include charges according to the following fee schedule:

User Charges			
Type of Meter	Tiers (gallons)	Water Allocation ¹	\$/1,000 gallons
Residential Master Meter	0—2,000		\$ 0.00
	2,001—6,000		1.76
	6,001—25,000		3.96
	25,001—50,000		6.18
	50,001—100,000		8.38
	Over 100,000		10.58

¹Water allocations by tier multiplied by the number of active taps and applied to the master meter monthly volume charge.

- E. Water rates for Water Users within the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges per meter according to the following fee schedules:

3 Creek Base Charges			
Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
¾ inch	\$ 19.40	\$ 22.08	\$ 41.48
1 inch	28.85	22.08	50.93
1 ½ inch	50.34	22.08	72.42
2 inch	76.94	22.08	99.02
3 inch	152.40	22.08	174.48
4 inch	234.00	22.08	256.08
6 inch	458.05	22.08	480.13
8 inch	730.90	22.08	752.98

* Are assessed per service line connection.

** All meters, including meters for irrigation, shall be charged a base fee according to meter size.

*** A base charge will be charged for each meter size comprising a compound meter.

**** Base charges include 2,000-gallon minimum usage.

3 Creek User Charges		
Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0—2,000	\$ 0.00
	2,001—6,000	2.89
	6,001—25,000	6.50
	25,001—50,000	10.11
	50,001—100,00	11.55
	Over 100,000	14.44
Nonresidential	0—2,000	\$ 0.00
	Over 2,000	2.89
Metered Irrigation	0—2,000	\$ 0.00
	2,001—25,000	6.50
	25,001—50,000	10.11
	50,001—100,00	11.55
	Over 100,000	14.44

* Mixed use buildings will be charged at the nonresidential rate in the table above.

(Ord. ____ § 1, 2026; Ord. 1436, § 1, 2025; Ord. 1358 § 1, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Res. 8-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1039 § 1, 2013; Ord. 1018 § 1, 2013; Ord. 1008 § 1, 2012; Ord. 999 § 1, 2012; Res. 11-12, 2011; Ord. 992 § 1, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 833 § 1, 2006; Ord. 804 § 1, 2005; Ord. 743 § 2, 2003; Ord. 664 § 18, 2000; Ord. 588 § 1, 1996; Ord. 551 § 1, 1996; Ord. 539 § 1, 1996; Ord. 479 § 1, 1994; Ord. 381 § 1, 1988; Ord. 370 § 1, 1987; Ord. 270 § 2, 1980; Ord. 97A § 2, 1972; Ord. 97 § 30, 1966).

13.08.013 Wastewater rates.

- A. Wastewater rates for customers within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this Section 13.08.013 shall include two charges to the applicable meter according to the following fee schedules:

Base Charges	
Monthly fixed charge based on meter size	
¾ inch	\$ 14.13
1 inch	17.88
1 ½ inch	28.89
2 inch	38.72
3 inch	65.27
4 inch	99.14
6 inch	179.07
8 inch	275.28

* Based on largest water meter size for compound water meters or sewer meter size.

** Base charges include 2,000-gallon minimum.

Customer Class	mg/L	Flow	BOD	TSS	Total
1	0—250	\$ 1.85	\$ 0.52	\$ 0.42	\$ 2.79
2	251—550	1.85	0.86	0.86	3.57
3	551—850	1.85	1.51	1.55	4.91
4	851—1,150	1.85	2.17	2.26	6.28
5	1,151—1,450	1.85	2.79	2.97	7.61
6	1,451—1,750	1.85	3.45	3.65	8.95
7 ¹	> 1,750				

¹ User charges for customer Class 7 are determined based on actual loading and strength data from sampling.

B. . . .

- C. More than one class may apply to a customer at the same time. For example, a customer with a BOD value of 350 and a TSS value of 900 would pay a rate based on a classification of 2 for BOD (\$0.86) and a classification of 4 for TSS (\$2.26). These amounts combined with the flow rate (\$1.85) would equal a rate of \$4.97 per 1,000 gallons.

D. . . .

E. . . .

F. . . .

3 Creek User Charges					
Customer Class	mg/L	Flow	BOD	TSS	Total
1	0—250	\$ 1.85	\$ 0.52	\$ 0.42	\$ 2.79
2	251—550	1.85	0.86	0.86	3.57
3	551—850	1.85	1.51	1.55	4.91
4	851—1,150	1.85	2.17	2.26	6.28
5	1,151—1,450	1.85	2.79	2.97	7.61
6	1,451—1,750	1.85	3.45	3.65	8.95
7 ¹	>1,750				

- G. Wastewater rates for the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges to the applicable meter according to the following fee schedules:

3 Creek Base Charges			
Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
¾ inch	\$ 21.71	\$ 20.51	\$ 42.22
1 inch	27.47	20.51	47.98
1 ½ inch	44.40	20.51	64.91
2 inch	59.50	20.51	80.01
3 inch	100.30	20.51	120.81
4 inch	152.36	20.51	172.87
6 inch	275.19	20.51	295.70
8 inch	423.05	20.51	443.56
* Base charges include 2,000-gallon minimum usage.			

¹User charges for customer Class 7 are determined based on actual loading and strength data from sampling.

(Ord. ____ § 1, 2026; Ord. 1436, § I, 2025; Ord. 1358 § I, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Res. 18-19, 2018; Res. 17-03, 2017; Ord. 1182 § 1, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1040 § 1, 2013; Ord. 1019 § 1, 2013; Ord. 1009 § 1, 2012; Ord. 1000 § 1, 2011; Ord. 991 § 1, 2011; Res. 11-12, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 936 § 1, 2009; Ord. 867 § 1, 2008; Ord. 834 § 1, 2006; Ord. 805 § 1, 2005; Ord. 745 § 2, 2003; Ord. 677 § 2, 2000; Ord. 558 § 6, 1996; Ord. 259 § 2(part), 1979).

13.08.020 Wastewater capacity fees.

Any customer desiring to obtain service from the Town's wastewater treatment facilities shall make application in writing to the Town planning department, pay nonrefundable connection request fees in amounts established by resolution at the time of application, and file an acknowledgment that the customer shall be governed by the laws and regulations as may be provided by the Mayor and Town Council pertaining to wastewater facilities. If the application is granted, the Public Works Department shall be authorized to extend the sewer mains to include the property. All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative. All connections to the sewer main shall be done by or under

the supervision of the Public Works Department. The customer shall pay the total of the applicable wastewater capacity fees according to the following fee schedule:

Description	GPD	Assessment Unit	Capacity Fee
Apartment, Studio or 1 Bedroom ¹	140	Per Dwelling	\$ 2,812.00
Residential Unit (2 Bedroom) ¹	210	Per Dwelling	4,216.00
Residential Unit (3 Bedroom) ¹	280	Per Dwelling	5,623.00
Residential Unit Each Additional Bedroom ¹	70	Per Dwelling	1,407.00
Unfinished Habitable Space ¹	70	Per 400 sq. ft.	1,407.00
Bars, Taverns, Cocktail Lounge (no food) ² (15 sq. ft. /Seat)	20	Per Seat	402.00
Restaurants (full service) ² (15 sq. ft./Seat Net)	64	Per Seat	1,286.00
Restaurants (paper service only—no dishes)	50	Per 100 sq. ft. Gross	1,005.00
Restaurants (single service) (15 sq. ft./Seat Net)	30	Per Seat	602.00
Caterers	80	Per 100 sq. ft. Gross	1,606.00
Motels and Hotels/Bed and Breakfast	140	Per Room	2,812.00
Assembly (w/o food)	3	Per 5 sq. ft. Net	61.00
Assembly (w/food)	5	Per 15 sq. ft. Net	101.00
RV Park (w/sewer connection)	100	Per Site	2,008.00
Campground/RV Park (w/comfort station)	75	Per Site	1,505.00
Mobile Home Park	210	Per Site	4,216.00
Laundry (self service)	450	Per Machine	9,038.00
Laundry (commercial 100#/day capacity)	1,000	100#/Machine	20,083.00
Breweries (per annual barrel production)	20	Per Gallon Annual Beer Capacity	402.00
Fitness (gyms, dance studios, yoga, karate)	50	Per 100 sq. ft. Net	1,005.00
Medical Offices and Dentists	250	Per Seat	5,021.00
Veterinary Offices (not including boarding)	250	Per Treatment Room	5,021.00
Animal Boarding	20	Kennel, Pen, Cage, or Stall	402.00

Offices	15	Per 100 sq. ft. Gross	302.00
Retail Stores	5	Per 1,000 sq. ft. Gross	101.00
Unfinished Commercial Space	5	Per 1,000 sq. ft. Gross	101.00
Public Access Restroom	325	Per fixture	6,528.00
Service Stations (220 GPD/two nozzle fuel pump)	220	Per Gas Pump	4,418.00
Car Wash	1,000	Per Bay	20,083.00
Public Spas, Pools, Hot Tubs	10	Per 50 sq. ft. Gross	200.00
Schools (w/ cafeteria, gym, and showers) ³	20	Per Student	402.00
Schools (w/ cafeteria, no gym, and no showers) ³	15	Per Student	302.00
Schools (w/o cafeteria, no gym, and no showers) ³	10	Per Student	200.00
Day Care and Pre School	20	Per Student	402.00
Others Not Listed Wastewater Service	1	Building Permit	18.67

¹ Definitions are set forth in the Town of Jackson Land Development Regulations, as amended.

² Indoor and outdoor seat areas. Kitchen, employees, and bathroom included.

³ Includes teachers and staff.

The Town Engineer shall have the responsibility for interpreting the provisions hereof. If in the opinion of the Town Engineer unique circumstances exist making the strict application of the schedules set forth in the section inapplicable to a listed description, the Town Engineer may assess an appropriate fee. If a particular business does not have an applicable description listed in the table above, the wastewater capacity fee amount will be assigned by the Town Engineer.

(Ord. ____ § 1, 2026; Ord. 1377 § I, 2024; Ord. 1358 § I, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Ord. 991 § 1, 2011; Ord. 936, § 1, 2009; Ord. 867 § 1, 2008; Ord. 745 § 2, 2003; Ord. 677 § 7, 2000; Ord. 576 § 1, 1997; Ord. 122 § 2, 1969).

13.08.070 Permit for septic tank pumping.

A. . . .

B. . . .

C. The fee for septic tank dumping shall be \$100.63 per 1,000 gallons.

(Ord. ____ § 1, 2026; Ord. 1358 § I, 2023; Ord. 745 § 2, 2003; Ord. 289 § 20, 1982; Ord. 232 § 1, 1977).

SECTION 2.

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

SECTION 3.

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 4.

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

SECTION 5.

This Ordinance shall become effective on June 1, 2026.

PASSED 1ST READING THE _____ DAY OF _____ 2026.

PASSED 2ND READING THE _____ DAY OF _____ 2026.

PASSED AND APPROVED 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 _____ 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

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Municipal Code Update: Water Efficiency (Irrigation)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider approval of Ordinance C on third and final reading, amending Title 13 of the Town of Jackson Municipal Code to establish water efficiency (irrigation) restrictions.

Recommendations.

Staff recommend the Council approve Ordinance C on third reading, amending Title 13 of the Town of Jackson Municipal Code to include water efficiency restrictions on outdoor irrigation.

Background.

The Town of Jackson provides water service to residents and businesses within and outside of the corporate limits. Outdoor irrigation represents a significant portion of total water consumption, particularly during summer months. Ordinance C establishes water efficiency restrictions on outdoor irrigation to reduce unnecessary water consumption, protect the long-term reliability of the Town's water supply, and align with the community's conservation values.

Council approved the second reading of Ordinance C, an ordinance amending Title 13 of the Town of Jackson Municipal Code to include water efficiency (irrigation) restrictions, on May 4, 2026.

Analysis & Key Questions.

The key policy questions and analysis regarding amending Title 13 of the Town of Jackson Municipal Code for water efficiency (irrigation) were discussed, and resolved, by Council on March 16, 2026. The following summarizes the basis for the proposed restrictions for the public record.

The Town's water system is experiencing increasing pressure from irrigation and reduced snowpack. Outdoor irrigation restrictions directly reduce peak demand on the system and help extend the reliability of the Town's water supply during high-demand summer months. The restrictions align the Town with Wyoming water conservation best practices and support the Comprehensive Plan's water conservation policies.

Possible Alternatives.

Council has the option to:

1. Alternative 1: Modify Ordinance C before approval. Any substantive modification would require the ordinance to restart the reading process. Staff does not recommend this alternative as the restrictions were reviewed and approved in concept by Council on March 16, 2026, and modifications at this stage would delay implementation into the peak irrigation season.
2. Alternative 2: Decline to approve Ordinance C. Council may decline to approve the ordinance on third reading. This would leave the Town without formal irrigation restrictions during the 2026 season, which is already shaping up as a drought year with below-normal water supply conditions. Staff does not recommend this alternative.

Comprehensive Plan & Priority Alignment.

- Principle 1.2 – Preserve and enhance surface water and groundwater quality
- Principle 2.5 – Conserve energy through waste management and water conservation

- Principle 8.1 – Maintain current, coordinated service delivery

The adoption of water efficiency restrictions directly supports the Town's water conservation goals at a time when the Snake River Basin is experiencing a below average snowpack. The restrictions complement the Teton Conservation District's Trout Friendly Lawns program and irrigation efficiency cost-share program currently underway in the community.

Fiscal Impact.

Fiscal impact on this item may result in less revenue generated for the water fund due to less water being used for irrigation.

Staff Impact.

Staff impact for this item required roughly 12 hours of staff time for the Public Works Director, Ecosystem Stewardship Administrator, and the Town Attorney to propose the draft amendment to Title 13 of the Jackson Municipal Code.

Attachments or Links.

- Ordinance C

Suggested Motion.

I move to approve Ordinance C on third reading and designate it as Ordinance 1460.

ORDINANCE C

AN ORDINANCE AMENDING 13.04.140, REGULATION OF WATER FOR SPRINKLING PURPOSES, OF TITLE 13, UTILITIES, OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER FOR IRRIGATION.

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

SECTION 1.

Section 13.04.140, Regulation of Water for Sprinkling Purposes, of Title 13, Utilities of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

13.04.140 Regulation of water for sprinkling purposes.

A. Definitions.

1. Area 1 is all properties that have an address in which the last whole number is an even number.
2. Area 2 is all properties that have an address in which the last whole number is an odd number.
3. Lawn Watering is the artificial application of water to a lawn and/or natural landscape by sprinkler to maintain its health and appearance.
4. Natural Landscape Areas are outdoor spaces that predominantly feature native vegetation and design principles that mimic the wild landscapes of the local environment.

B. Water Restriction System. There is hereby established a two-phase mandatory water use restriction system applicable to all properties within the Town of Jackson and all those outside the Town's corporate boundaries that are connected to the Town water system.

C. Phase1 Mandatory Water Use Restrictions.

1. Phase 1 Mandatory Water Use Restrictions shall be in effect when the daily demand flow of Zone 3 of the Town's water system exceeds a fire flow buffer of 1,500 gallons per minute for more than one hour daily, for five days (whether consecutive or not) within a consecutive seven-day period, and public notice that the Phase 1 Mandatory Water Use Restrictions are in effect has been issued, defined as notice provided in a form and manner reasonably calculated to reach all persons served using at minimum one or more of the following: i) appropriate broadcast and/or print media such as radio, newspaper, television, digital streaming platform; ii) posting of the notice in conspicuous location at the Town Hall; iii) mailing notice to persons served.
2. When Phase 1 Mandatory Water Use Restrictions are in effect no person shall, and no owner of any property shall permit occupants of their property to, Lawn Water except within the following Areas and during the following days and time periods:

Phase 1		
Area	Day(s)	Time(s) When Area Can Lawn Water
Area 1	Even numbered days of the month	Only between 6:00 p.m. and 9:00 a.m.
Area 2	Odd numbered days of the month	Only between 6:00 p.m. and 9:00 a.m.

3. Exceptions When Phase 1 Mandatory Water Use Restrictions Are in Effect.

- i. Persons may apply water to property at any time and on any day as long as watering is either by drip irrigation or by hand using a watering can or hose with an automatic shut-off nozzle.
- ii. Persons may apply water to new or replacement lawns as follows:
 1. On the first day of installation at any time of and day of the week.
 2. After the first day, on any day for the next 30 consecutive calendar days, only between 6:00 p.m. and 9:00 a.m.
 3. After day 31, pursuant to Phase 1 Mandatory Water Restrictions set forth in C.2 of this Section.

4. Expiration. Phase 1 Water Use Restrictions expire on October 1 annually, unless terminated sooner.

D. Phase 2 Mandatory Water Use Restrictions.

1. Phase 2 Mandatory Water Use Restrictions shall be in effect when the daily demand flow of Zone 3 of the Town's water system still consistently exceeds a fire flow buffer of 1,500 gallons per minute despite the implementation of Phase 1 Mandatory Water Use Restrictions, and public notice that the Phase 2 Mandatory Water Use Restrictions are in effect has been issued, defined as notice provided in a form and manner reasonably calculated to reach all persons served using at minimum one or more of the following: i) appropriate broadcast and/or print media such as radio, newspaper, television, digital streaming platform; ii) posting of the notice in conspicuous location at the Town Hall; iii) mailing notice to persons served.
2. When Phase 2 Mandatory Water Use Restrictions are in effect no person shall, and no owner of any property shall permit occupants of their property to, Lawn Water except within the following Areas and during the following days and time periods:

Phase 2		
Area	Day(s)	Time(s) When Area Can Lawn Water
Area 1	Tuesday, Saturday	Only between 6:00 p.m. and 9:00 a.m.
Area 2	Sunday, Wednesday	Only between 6:00 p.m. and 9:00 a.m.

3. Exceptions When Phase 2 Mandatory Water Use Restrictions Are in Effect.

- i. Persons may apply water to property at any time and on any day as long as watering is either by drip irrigation or by hand using a watering can or hose with an automatic shut-off nozzle.
- ii. Persons may apply water to new or replacement lawns as follows:
 1. On the first day of installation at any time of and day of the week.
 2. After the first day, on any day for the next 30 consecutive calendar days, only between 6:00 p.m. and 9:00 a.m.
 3. After day 31, pursuant to Phase 2 Mandatory Water Restrictions set forth in D.2 of this Section.

4. Expiration. Phase 2 Water Use Restrictions expire on October 1 annually, unless terminated sooner.

(Ord. _____ § 1, 2026; Ord. 743 § 2, 2003; Ord. 97 § 14, 1966).

SECTION 2.

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

SECTION 3.

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 4.

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

SECTION 5.

This Ordinance shall become effective on June 1, 2026.

PASSED 1ST READING THE _____ DAY OF _____ 2026.

PASSED 2ND READING THE _____ DAY OF _____ 2026.

PASSED AND APPROVED THE _____ DAY OF _____ 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

STATE OF WYOMING)

COUNTY OF TETON)

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Special Event Ordinance Amendment	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider updates to provisions affecting special events in Jackson Municipal Code Title 12.

Recommendation.

Staff recommend Council approve Ordinance D on second reading.

Background.

On May 4, 2026 Council considered updating the Jackson Municipal Code to address special events, concurred with staff recommendations, and approved Ordinance D on first reading.

Analysis & Key Questions.

The key policy questions and analysis regarding amending the special event provisions in Title 12 were discussed, and resolved, by Council on May 4, 2026.

Possible Alternatives.

The Council has the option to:

1. Modify the ordinance attached to this staff report; or
2. Not approve the ordinance attached to this staff report.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

There are no fiscal impacts resulting from adopting Ordinance D.

Staff Impact.

The staff impact of this item was mostly felt in the Legal Department (30 hours); however, the Police, Public Works, and Administrative Departments were also involved to a lesser degree (5 hours each).

Attachments or Links.

- Special Event Code Sections: Ordinance D.

Suggested Motion.

I move to approve Ordinance D on second reading.

ORDINANCE D

AN ORDINANCE AMENDING SECTIONS 12.28.030, DEFINITIONS, 12.28.040, SPECIAL EVENT PERMIT—WHEN REQUIRED, EXCEPTIONS, 12.28.050, SPECIAL EVENT PERMIT—APPLICATION PROCEDURE—FILING PERIOD, 12.28.070, SPECIAL EVENT PERMIT—CONDITIONS OF ISSUANCE—GROUNDS FOR DENIAL, 12.28.080, SPECIAL EVENT PERMIT—NOTICE OF REJECTION, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 12.28.030, Definitions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.030 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. . . .
- B. . . .
- C. . . .
- D. . . .
- E. . . .
- F. . . .
- G. . . .
- H. . . .
- I. . . .

J. Short Notice Expressive Activity Event means a special event which arises out of, or is related to, events or other public issues which could not have been reasonably anticipated far enough in advance to allow for standard advance planning and review. The Applicant bears the burden of demonstrating that the application is for a Short Notice Expressive Activity Event.

K. Special Event means a preplanned single gathering, event or series of related gatherings or events of an entertainment, cultural, recreational, educational, political, religious or sporting nature, or of any other nature including, but not limited to, any parade, march, protest, demonstration, public ceremony, street fair, art and craft show, carnival, block party, soap box derby, farmer's market or jubilee day, athletic event, show, exhibition, pageant or procession of any kind, or any similar display, in the Town, including the Town Square. Short Notice Expressive Activity Events are a type of Special Event.

~~K~~L. . . .

~~L~~M. . . .

N. Permit Administrator means any person designated by the Town to administer, implement, and enforce the provisions of this chapter. The Permit Administrator shall have the authority to receive and review Special Event permit applications; issue, deny, suspend, revoke, or modify Special Event permits; impose reasonable conditions consistent with this chapter; and perform such other duties as are necessary to carry out its intent and purpose. The Permit Administrator may be an employee, officer, or authorized agent of the Town.

SECTION II

Section 12.28.040, Special Event Permit—When required, exceptions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.040 Special Event Permit—When required, exceptions.

A. A Special Event Permit shall be obtained for either of the following:

~~A. Any Special Event in or upon a street, alley, sidewalk, Public Building or Public Park.~~

1B. An Special eEvent ion public property~~the Town Square for the purpose of informing, engaging or inviting the public with ten-fifty or more people in attendance, including the Applicant and its representatives and/or which may attract or accumulate ten-fifty or more people, as determined at the discretion of the Town Manager or designee. Events in the Town Square for the purpose of informing, engaging or inviting the public with less than ten people in attendance, including the Applicant and its representatives and/or which may attract or accumulate less than ten people as determined at the discretion of the Town Manager or designee are required to file an application with the Town Clerk on forms prepared by the Town Manager or designee within the timeframe outlined in Section 12.28.050(B) of this chapter. The forms provided by the Town Clerk shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be required and/or issued.~~

2C. To request or enlist the services of Town personnel for a Special Event.

B~~D~~. This chapter shall not apply to:

1. Funeral processions or oversize load escorts;
2. Regularly scheduled school events, such as athletic events, which use existing parking, traffic controls and public safety support;
3. The Town of Jackson acting within the scope of its functions, or an event sponsored in whole or in part by the Town;
4. Any section or part of any Public Park or Public Building declared closed to the public by the Director of the Parks and Recreation Department or designee or the Town Manager or designee and for any interval of time, either temporarily or at regular and stated intervals, daily or otherwise and either entirely or merely to certain uses,~~as the Town Manager or designee or the Director of the Parks and Recreation Department or designee finds reasonably necessary;~~

5. Events in Public Parks managed by the Parks and Recreation Department, with the exception of George Washington Memorial Park, when no services of Town personnel are requested or enlisted or when no exemptions from Town of Jackson Municipal Code are requested, and when the proper applications have been approved by the Parks and Recreation Director or designee;
6. When police services are enlisted or requested for private events when a Special Event Permit is not otherwise required and when the proper applications have been approved by the Chief of Police or designee;
7. When START services are enlisted or requested for events when a Special Event Permit is not otherwise required and when no other services of Town personnel are enlisted or requested, when no exemptions from Town of Jackson Municipal Code are requested, and when the proper applications have been approved by the START Board or designee;
8. Events held at the Fair Grounds and approved by the Fair Board, when no services of Town personnel are requested or enlisted or when no exemptions from Town of Jackson Municipal Code are requested; or
9. ~~Expressive Activity in traditional public forums as alternative channels of communication by the public, provided such use is for the free exercise of constitutionally protected activities, does not exceed the number or persons threshold set forth in Section 12.28.040(B), does not require sound amplification and does not disrupt or interfere with traffic on public streets or the use of public places by other members of the public. Such Expressive Activity, however, is subject to the same requirements and/or permits for signs, banners or structures, including, but limited to height or dimensional limitations, as set forth in this chapter, the Land Development Regulations, and/or Municipal Code. Special Events with attendance i) less than fifty people, and ii) the Event does not have amplified sound, and iii) the Event does not require a permit from a local, state, or federal agency (including permits issued by the Jackson/Teton County Fire Department), and iv) the Event is not conducted as part of a commercial enterprise. Nothing in this chapter shall be interpreted to preclude the Town from permitting groups of fewer than 50 people if voluntarily applied for.~~

SECTION III

Section 12.28.050, Special Event Permit—Application procedure—Filing period, exceptions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.050 Special Event Permit—Application procedure—Filing period.

- A. A person or organization seeking a Special Event Permit in or upon a street, alley, sidewalk, Public Building or a Public Park shall file an application with the Town ~~Clerk~~ Permit Administrator on forms prepared by the Town Manager or designee. The forms provided by the Town ~~Clerk~~ shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be issued.
- B. Special Event applications ~~shall~~ may be filed with the Permit Administrator no earlier than 365 days ~~Town Clerk at least 21 days~~ prior to the ~~date that a proposed~~ Special Event ~~date.~~ is proposed to be

~~conducted.~~ The Permit Administrator ~~Town Clerk~~ shall determine if the application is complete or requires Town Council approval.

1. Applications requesting Town Council exemption from Town of Jackson Municipal Code 6.40.050 prohibiting the consumption of Alcoholic Beverages in George Washington Memorial Park shall not be ~~granted~~accepted or processed by the Town Clerk.
 2. The Permit Administrator shall apply best efforts to provide approval, approval with conditions, or denial of Special Event applications within 30 days of receipt of a complete application, or at least seven days before the scheduled event, whichever is earlier.
 3. Applications for Short Notice Expressive Activity Events shall be processed on an expedited basis. The Permit Administrator shall apply best efforts to provide approval, approval with conditions, or denial of the application within three business days of the Town's receipt of a complete application, or prior to the event date, whichever is earlier.~~Any application filed less than 21 days before the date such Special Event is proposed to be conducted shall be subject to any conditions or restrictions deemed necessary by Town Council, or the Town Manager or designee. Such conditions or restrictions may be placed on the application prior to or after Town Council approval until such time the application and any other application associated with the Special Event may be fully reviewed by all Town Departments, Teton County Fire Department, Parks and Recreation Department, Pathways Department, and other agencies.~~
- C. ~~The Town Council shall approve or deny all Special Event Permit applications and related additional permits or applications, which are filed less than 21 days before the date such Special Event permit is proposed to be conducted or are new Special Event Permit applications.~~ The following Special Event Permit applications may be approved at the Staff level:
1. Applications for Special Events that have been previously approved by the Town Council in prior years and no significant or material changes are requested.
 2. Applications in which all potentially impacted Town, County and Joint departments have reviewed the application and signed off on the Special Event.
 3. Repealed.~~Applications in which the anticipated or estimated number of attendance/participants is 250 people or less.~~
 4. Applications for Short Notice Expressive Activity Events~~minor changes to a previously approved Special Event (e.g. a date change).~~
- D. ...
- E. ...
- F. ...
- G. ...
- H. ...
- I. ...
- J. Insurance. An insurance certificate naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and stating that coverage is primary and noncontributory is required for every Special Event and must be submitted to the Permit Administrator~~Town Clerk~~ at least ten days prior to the Special Event. Insurance limits must be at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The additional insured language on the

certificate may not include any limitations or exclusions. The policy shall include general liability insurance protecting against liability for bodily injury, death, and property damage in an amount not less than \$1,000,000.00 each occurrence. The ~~Permit Administrator-Town Manager, or designee,~~ or Town Attorney, may require additional insurance requirements to be met by the Applicant when deemed necessary. ~~Associated catering and/or Malt Beverage Permits for Special Events are required to include liquor liability insurance. Special Events for Expressive Activity, including Short Notice Expressive Activity Events, are exempt from this insurance provision.~~

- K. Sponsorship. The ~~Permit Administrator-Town Council,~~ may approve the sale of goods, products and/or services, food or alcohol by for-profit vendors or Applicants during a Special Event that is on public property or in a Public Park provided that Special Event is sponsored by a nonprofit organization. The Applicant shall submit to the ~~Permit Administrator-Town Clerk-~~with the Special Event ~~A~~pplication a letter from the nonprofit sponsor which describes in detail the direct benefit the nonprofit sponsor will receive as a result of the Special Event, financial or otherwise.

(Ord. 1353 § I, 2023; Ord. 1280 § 7, 2021; Ord. 1112 § 1, 2016; Ord. 1011 § 1, 2012; Ord. 1003 § 1, 2012).

SECTION III

Section 12.28.070, Special Event Permit—Conditions of issuance—Grounds for denial, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.070 Special Event Permit—Conditions of issuance—Grounds for denial.

- A. The ~~Permit Administrator-Town Council-~~may approve -applications for Special Events, ~~deny them, or approve them, in whole or in part, with time, place, or manner restrictions-~~application. In reviewing applications and placing time, place, or manner restrictions on a Special Event, the Town shall tailor restrictions to address governmental interests, and shall consider: partially or in its entirety for events as provided for under this chapter unless the Town Council finds, from a consideration of the application and from such other information and recommendations and/or conditions obtained from the Town Police Department, Town Fire Department, Planning Department, Town Attorney, Town Administration and Town Public Works, that it may be denied on the grounds that:
1. The ~~conduct of the~~ Special Event ~~Permit-~~will substantially interrupt the safe and orderly movement of other traffic, whether vehicular, pedestrian, or otherwise-~~contiguous to its route;~~
 2. The ~~conduct of the~~ Special Event will require the diversion of so great a number of police officers of the Town to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the Town;
 3. The ~~conduct of such~~ Special Event will require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the Town other than that to be occupied by the proposed line of movement and the areas contiguous thereto;
 4. ...
 5. ...
 6. With ~~T~~he size, nature, or location of the Special Event, the applicant failed to provide sufficient safety, health, or portable sanitation equipment, services, or facilities that are reasonably

necessary to ensure that the event will be conducted with due regard for safety~~is reasonably likely to cause a clear and present danger of injury to persons and property;~~

7. ...

8. ...

9. Another Special Event Permit application has been received prior in time or has already been approved for the same time and place requested by the Applicant or so close in time and place to that requested by the Applicant that the issuance of both permits would unreasonably impede, obstruct, impair, or interfere with: cause undue traffic (vehicular, pedestrian or otherwise); police or emergency service provision, access, or care for participants, spectators, or individuals near the events; ability of residents and others not participating in the special event, to travel on the roadways and to access other public and private property without unreasonable disruption or parking congestion or cause the police or fire departments to be unable to meet the needs for police or fire services for both events;

10. The location of the Special Event will substantially interfere with Town or utility operations, or any event, construction, or maintenance work scheduled to take place or taking place upon Town streets, right-of-way, alleys, parks or Town property; ~~or~~

11. The Special Event will violate a federal, state, or local law or regulation~~Town Ordinance or Wyoming State Statute;~~

12. The Special Event will unreasonably impede, obstruct, impair, or interfere with reasonable access to adjacent properties and the applicant will not agree to redesign the proposed event so as to allow reasonable access to the adjacent properties.

B. Repealed.~~An Applicant for a Special Event Permit and any other permit application associated with a Special Event desiring to accept the modified Special Event Permit or any other permit associated with a Special Event shall, after receiving notice of the action of the Town Council, file a written notice of acceptance with the Town Clerk or designee prior to the event. The modified Special Event Permit shall conform to the requirements of, and shall have the effect of, a Special Event Permit and any other permit associated with the Special Event Permit under this chapter.~~

C. Repealed.~~The Town Council may condition or restrict the issuance of a Special Event Permit or any other permit associated with a Special Event by imposing reasonable requirements concerning the time, place and route of the event and such requirements as are necessary to protect the health, safety or welfare of persons and property and control of traffic.~~

D. ...

E. Appeal.

1. An Applicant may appeal the denial of a Special Event Permit or any time, place, or manner restriction placed on a Special Event Permit to the Town Manager. Appeals shall be filed with the Office of the Town Clerk.

2. Any appeal shall be filed within ten business days of the denial or issuance of a Special Event Permit with conditions, in writing, and include: (i) A statement of the basis for the appeal, (ii) Any supporting documents the Applicant wishes to be considered in the appeal, and (iii) A copy of any written decision issued by the Permit Administrator.

~~2-3.~~ The Town Manager shall issue a decision that affirms, modifies, or reverses the decision of the Permit Administrator as soon as reasonably practicable, but no later than seven business days after

receiving the written appeal, not including the day the appeal is received. Such decision shall be final unless further appeal is provided by law.

SECTION IV

Section 12.28.080, Special Event Permit—Notice of rejection, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.080 Special Event Permit—Notice of rejection.

If the Permit Administrator ~~Town Council disapproves~~ denies the an application ~~for failure to meet the conditions as outlined in Section 12.28.060 of this chapter,~~ they ~~Town Clerk~~ shall state in writing the reason for the ~~recommendation of denial or stipulate additional conditions.~~

SECTION V

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

SECTION VI

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

SECTION VII

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

SECTION VIII

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

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 ____ 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

STAFF REPORT



Meeting Date:	May 18, 2026	Meeting Title:	Regular
Submitting Department:	Jackson Hole Fire/EMS	Presenter:	Mike Moyer Fire Chief
Agenda Item:	2026 National Electrical Code Ordinance	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider the ordinance adopting the 2026 National Electrical Code.

Recommendation.

Staff recommend Council review the ordinance and consider adopting it.

Background.

On May 18, 2026 Council considered adopting the 2026 National Electrical Code. Council concurred with staff recommendations and directed staff to present an ordinance for consideration. This staff report accompanies the first reading of Ordinance E, which adopts the 2026 National Electrical Code.

Analysis & Key Questions.

The key policy questions and analysis regarding adopting the 2026 National Electrical Code were discussed, and resolved, by Council on May 18, 2026.

Possible Alternatives.

The Council has the option to:

1. Modify the ordinance attached to this staff report; or
2. Not approve the ordinance attached to this staff report.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

There are no fiscal impacts resulting from adopting Ordinance E.

Staff Impact.

Jackson Hole Fire/EMS has invested over 16 hours reviewing the 2026 National Electrical Code and the proposed ordinance. In preparation for adoption, staff will continue to invest time educating electrical contractors and the public on the key changes prior to July 1, 2026 effective date.

Attachments or Links.

- Ordinance E.

Suggested Motion.

I move to approve Ordinance E on first reading.

ORDINANCE _____

AN ORDINANCE AMENDING SECTION 15.20.010, ADOPTION OF THE NATIONAL ELECTRICAL CODE, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 15.20.010, Adoption of the National Electrical Code, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.20.010 Adoption of the National Electrical Code.

- A. *The National Electrical Code*, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2026 Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) is incorporated herein by reference as if the same were fully herein set out, except with the following amendments:

1. *Article 230, Services, SECTION VI, Service Equipment - Disconnecting Means, Subsection 230.70, (A), (1), & (2) Readily Accessible Location.*

~~The service disconnecting means shall be installed outside of the building or structure at a readily accessible location.~~

~~Exception: Services of 300 amp or less with line-to-line meter sockets with the service disconnect directly behind the meter base and connected to the meter base with rigid conduit are allowed to have service disconnect inside the building. Feeders to other buildings or structures are required to have a disconnect on the exterior.~~

The service disconnecting means shall be installed on the exterior of the building or structure it serves at a readily accessible location. Branch circuit(s) and feeder(s) to other buildings or structures shall have a disconnect(s) installed on the exterior of the building or structure it serves at a readily accessible location. All disconnects shall be grouped. If installed in a doghouse enclosure, doors must be hinged, and a maximum free space of 6 inches measured from face of the largest electrical equipment to the back side of door.

2. *Article 250, Grounding, Section III, Grounding Electrode System and Grounding Electrode Conductor, Subsection 250.52, (A), (3) Concrete-Encased Electrode.*

All services ~~over~~ 200 amperes or larger in size shall have at least 20 ft in length₂ of bare copper conductor sized in accordance with Table 250₂-66 installed in the foundation footers and with enough length added to ~~connect~~ terminate in the main disconnect.

3. *Article 300, Wiring Methods, Section I, General Requirements, Subsection 300.1, Scope, Subsection (A) All Wiring Installations.*

All electrical wiring installed in buildings, structures or premises designed using the International Building Code located in Teton County shall be installed in accordance with the following wiring methods:

- a. Article 320, Armored Cable: Type AC

- b. Article 330, Metal-Clad Cable: Type MC
- c. Article 332, Mineral-Insulated, Metal-Sheathed Cable: Type MI
- d. Article 342, Intermediate Metal Conduit: Type IMC
- e. Article 344, Rigid Metal Conduit, Type RMC
- f. Article 348, Flexible Metal Conduit, Type FMC
- g. Article 350, Liquid-Tight Flexible Metal Conduit: Type LFMC
- h. Article 358, Electrical Metallic Tubing: Type EMT

B. *Electrical Fee Schedule.* All electrical fees shall be in amounts established by resolution.

(Ord. ____ § I, 2026; Ord. 1417 § 1, 2024; Ord. 1280 § 8, 2021; Ord. 1254 § 1, 2020; Ord. 1171 § 1, 2017; Ord. 1101 § 1, 2015; Ord. 1057 § 1, 2014; Ord. 990 § 1, 2011; Ord. 899 § 1, 2008; Ord. 886 § 1, 2008; Ord. 803 § 1, 2005; Ord. 706 § 1, 2002; Ord. 633 § 1, 2000; Ord. 413 § 1, 1990; Ord. 325 § 1, 1984; Ord. 313 § 2, 1983)

SECTION 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 VI

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

SECTION V

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

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 ____ 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: May 18, 2026

RE: Town Manager's Report

Jackson Hole Travel and Tourism Board Funding for Dark Sky Lighting

Teton County, including the Town of Jackson, attained Dark Sky Community Certification in April of 2025. One condition of the certification is that the Town and County must convert Town and County-owned lighting to dark-sky-compliant lighting within five years of receiving the certification. Staff created a five-year conversion plan and included funding for dark-sky lighting conversions in the Fiscal Year 2026 (FY26) budget (approved) and Fiscal Year 2027 (FY27) budget (pending). The Jackson Hole Travel and Tourism board recently offered the Town up to \$61,000 in funding for dark-sky lighting using funds that had to be expended by the end of April. The Town is moving forward with the purchase of 21 streetlights that will be installed in downtown areas surrounding the Town Square, Broadway Avenue, Cache Street, and Pearl Avenue, areas frequently visited by tourists. This is the first outside funding the Town has received for dark-sky lighting. Staff intends for this purchase to be in addition to the dark sky lighting improvements budgeted for in FY26 and FY27. Budgeted funds will be used to pay for the installation of these streetlights or the purchase and installation of additional dark-sky lighting. Upon approval of this Town Manager's Report, staff will execute a budget amendment for the receipt of funds and purchase of dark sky lighting, not to exceed \$61,000.

Teton County Request for Additional Funding for Rodeo Grounds Management Agreement

On February 20, 2026, staff received a request from Teton County for a payment of \$40,152.02 in addition to the \$80,000 payment set forth in the Rodeo Grounds Management Agreement (RGMA). A copy of their submittal is attached to the Town Manager's Report. The RGMA has a section that allows requests of this type. The language in the RGMA is as follows with the applicable language in italics:

4. FUNDING.

During the term of this Agreement, and for subsequent renewals thereof, the Town shall reimburse Teton County, upon its submission of sworn vouchers without itemization, for all reasonable sums expended in its administration and maintenance of the subject property, a minimum of \$10,000 per year, and a maximum of \$80,000 per year but at no time shall the reimbursement exceed the amount received by the Town from its Concession Agreement with the Rodeo Concessionaire. *Should expenditures, capital or otherwise, exceed the maximum of \$80,000, Teton County may present an itemized accounting of expenses for the Town Council's consideration of reimbursement. The itemized accounting of expenses over \$80,000 shall be submitted in one request no later than April 30 of each year.*

This is the first time the Town has received a request for additional funding above the \$80,000 set forth in the RGMA. As a quick recap, 1) the Town owns the rodeo grounds and has a long term lease with Teton County to allow them to use it for production of the Teton County Fair, 2) the Town intends to discuss a 50 year extension of the lease in the next 12-18 months looking at all of the agreements impacting the grounds, and 3) the RGMA provides for a pass-through of funds to Teton County for their management of the grounds for us.

The Town Council is not required to approve additional funding to Teton County for their services or improvements under the RGMA, and payment would require a budget amendment to do so. The request to extend the rodeo concession agreement is currently on Council's priority calendar for the August 3, 2026 evening meeting. The larger discussion of the entire rodeo grounds is currently on the Council's priority calendar for the December 21, 2026 workshop to begin this work. Payment of these funds to Teton County extends our current good working relationship with the County for use of these Town owned grounds.

With the approval of the Town Manager's report, staff will include \$40,152.02 payment to Teton County in the next budget amendment for FY26 and provide this payment to Teton County.

Temporary Sign Permits

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

- ✓ Community Foundation of Teton Valley requests to hang one temporary banner at 1110 W Broadway (McDonald's) from July 9 – 22, 2026 to advertise the Tin Cup Challenge Event Day (P26-079).
- ✓ Wilderness Adventures Foundation requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from June 7 – 13, 2026 to advertise the Wilderness Adventures Base Camp (P26-080).

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.

Approval for Council Travel to WAM Summer Conference

The Wyoming Association of Municipalities' Summer Conference takes place in Laramie from June 3-5. This annual event is a gathering for Wyoming's municipal leaders, focusing on education, advocacy, and networking to strengthen local communities. It provides educational opportunities for elected officials and municipal staff while addressing common challenges at the state and federal levels. A key highlight is the annual business meeting where appointed delegates vote on policy resolutions and establish legislative priorities for the coming year. The Mayor and two Councilors plan to attend this conference. If these travel expenses are approved, there would be \$1700.00 remaining in the line item for Council travel. With approval of the Town's Manager's report, funding for travel and accommodations for this professional development opportunity will be approved.