

# Jackson Town Council Regular Meeting

September 6, 2022

6:00 PM

Town Council Chambers

**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

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/89045251869?pwd=di9rZFFWd0V5YmdBUWI4bW9ZZitWQT09>

If the link does not work, join at zoom.com with Webinar ID **890 4525 1869** Password: **83001**

or join by phone **+1 346 248 7799** with Webinar ID **890 4525 1869** and Password: **83001**

## II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
  - 1. Hunger Action Month Proclamation

## III. PUBLIC COMMENT

This section is reserved for comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to [Council@jacksonwy.gov](mailto:Council@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. August 15, 2022 Special Town Council Meeting
  - 2. August 15, 2022 Town Council Meeting
- B. Disbursements
- C. P22-186 Temporary Sign Art Association of JH - September Arts on the Green
- D. P22-187 Temporary Sign JH Classical Academy
- E. P22-203 Temporary Sign Old Bill's Fun Run
- F. Special Event: Gallery Wild Falls Arts Sculpture/Parklet
- G. Special Event: Falls Arts Festival
- H. Special Event: JH Marathon
- I. Special Event: JH Fire/EMS 9/11 Ceremony
- J. Special Event: Ben Jen LLC Independent Movie Filming

*Please note that at any point during the meeting, the Mayor and Council 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.*

- K. Special Event: Carving the Future
- L. New Motor Grader Procurement
- M. New Snowplow Blade Procurement
- N. Bid #22-03 Award for New Police Department Vehicles
- O. Appointment of Special Municipal Officers
- P. 910 Smith Lane First Amendment to Buy/Sell

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

- A. Administration
  - 1. Application for New Satellite Winery Liquor License - Jackson Hole Winery LLC (Lynsey Lenamond)
  - 2. Chamber of Commerce MOU Home Ranch Visitor Center (Tyler Sinclair)
- B. Planning
  - 1. P22-066 Request for Subdivision Plat 445 E. Kelly Avenue and Northern Parcel (Tyler Valentine) *This item will be continued to the October 3, 2022 regular meeting.*
  - 2. P22-144 Development Plan for 80 E. Karns Avenue (Katelyn Page)

#### **VI. RESOLUTIONS**

- A. Resolution #22-20: FAA Grant for Expansion of Terminal Building

#### **VII. ORDINANCES**

- A. **Ordinance M:** Exterior Lighting Amendment (presented for first reading, Tyler Valentine)
- B. **Ordinance O:** Yellow Iron Franchise Agreement (presented for first reading, Lea Colasuonno)
- C. **Ordinance P:** Wildlife Feeding (presented for first reading, Tanya Anderson)
- D. **Ordinance Q:** Bear-Resistant Trash (presented for first reading, Tanya Anderson)

#### **VIII. MATTERS FROM MAYOR AND COUNCIL**

- A. Board and Commission Reports
- B. Travel Authorization for Jessica Sell Chambers to attend the Climate Solutions Summit

#### **IX. MATTERS FROM THE TOWN MANAGER**

- A. Town Manager's Report

#### **X. ADJOURN**

*Please note that at any point during the meeting, the Mayor and Council 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.*





## PROCLAMATION DESIGNATING SEPTEMBER AS HUNGER ACTION MONTH

**WHEREAS**, addressing food insecurity is fundamental to the future of Jackson; and,

**WHEREAS**, hunger and poverty are issues of vital concern in Jackson and Teton County where at least 3.4% of families live below the poverty line, one in every six children does not know where their next meal is coming from, and 3.5% of students are eligible for free or reduced-price lunch in our school district; and,

**WHEREAS**, due to the COVID-19 Pandemic and related inflation and our high cost-of-living, more families in Teton County have become food insecure; and,

**WHEREAS**, the need for comprehensive, coordinated emergency food programs is critical to our community and local agencies such as Hole Food Rescue, the Jackson Cupboard, the school district, Foodbank of Wyoming, and others regularly collaborate to help ensure our neighbors do not go hungry; and,

**WHEREAS**, it is our responsibility as members of this community to recognize and learn about food insecurity and to do our part to reduce hunger; and,

**WHEREAS**, the Town of Jackson is committed to combating hunger in our community and supporting agencies that provide resources for people in need; and,

**WHEREAS**, Food Bank of Wyoming, a member of the Feeding America nationwide network of food banks and their local partners, educate people about hunger relief and the importance of devoting resources and attention to hunger and food insecurity issues; and

**WHEREAS**, the month of September is designated "Hunger Action Month" in order to bring attention to food insecurity in our community.

**NOW, THEREFORE**, I, Arne Jorgensen, Vice Mayor of the Town of Jackson, Wyoming do hereby proclaim September 2022 as Hunger Action Month and encourage all citizens to increase their understanding and awareness of food insecurity and how it impacts our nation, state, county, town, and community.

DATED THIS 6<sup>th</sup> DAY of SEPTEMBER 2022.

**TOWN OF JACKSON**

ATTEST:

\_\_\_\_\_  
Arne Jorgensen, Vice Mayor

\_\_\_\_\_  
Riley Taylor, Town Clerk

**TOWN COUNCIL PROCEEDINGS - UNAPPROVED**

**AUGUST 15, 2022**

**JACKSON, WYOMING**

The Jackson Town Council met in a special meeting at 9:00 A.M. This meeting was held through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jessica Sell Chambers. *via Zoom*: None. Jonathan Schechter was absent.

STAFF: Tyler Sinclair, Lea Colasuonno, Roxanne Robinson, Susan Scarlata, Paul Anthony, Jason Wright, Michelle Weber, Michael Palazzolo, Katelyn Page, Annette Langley, Bruce Abel, Brian Lenz, Brian Schilling, Steve Ashworth, and Lynsey Lenamond.

**Liquor License Applications Public Hearing.** Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Applicant presentations for a retail liquor license were made by Andrew Ward and Betsey Campbell for Caliente Taqueria, LLC, Colby Cox for Get Loose LLC, and Mike Reid and Brandon Ryan for ShopCoo LLC.

Council recessed at 9:35 am and reconvened at 9:45 am.

Applicant presentations for a bar and grill liquor license were made by Ali Cohane for Coe LLC, Dan Janjigian for Kampai Holdings LLC, and Brandon Harrison for Rusty Parrot LLC.

Mayor Morton Levinson called for public comment, including protest. Kelsey Proctor, Gavin Fine, Jim Klauss, and Anna Olson made public comment.

Council recessed at 10:23 am and reconvened at 10:44 am.

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

Having considered the Wyo. Stat. §12-4-104(b) statutory factors, a motion was made by Arne Jorgensen and seconded by Jim Rooks to approve the issuance of a Retail liquor license to Pearl Street Market for the current liquor license year terminating March 31, 2023, subject to the following conditions of approval:

- a. The Clerk shall not issue the liquor license until all required Town permits, licenses, and lease issues have been satisfied.
- b. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- c. The Pearl Street Market must remain a retail market that sells packaged food, pre-packaged ready-to-eat meals, basic household goods, and be operated on a self-service basis.
- d. The Town Clerk shall not issue the license until confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

Mayor Morton Levinson called for the vote. The vote showed 3-0 in favor with Schechter absent and Sell Chambers abstaining. The motion passed.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors, a motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the issuance of a Bar and Grill liquor license to Coe LLC for the current license year terminating March 31, 2023, subject to the following conditions of approval:

- a. The Clerk shall not issue the liquor license until all required Town permits, licenses and lease issues have been satisfied.
- b. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- c. The Town Clerk shall not issue the license until confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Schechter absent. The motion carried.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors, a motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the issuance of a Bar and Grill liquor license to Rusty Parrot LLC for the current license year terminating March 31, 2023, subject to the following conditions of approval:

- a. The Clerk shall not issue the liquor license until all required Town permits, licenses and lease issues have been satisfied.
- b. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- c. The Town Clerk shall not issue the license until confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Schechter absent. The motion carried.

Mayor Morton Levinson closed the public hearing.

Council recessed at 11:44 am and reconvened at 12:16 pm.

**Stars and Stripes Proclamation Presentation.** Jim Martin presented the Stars & Stripes proclamation to Mayor Morton Levinson.

**Sustainable Strategies Presentation.** Susan Scarlata and Tyler Sinclair made staff comment. Council held discussion with staff. Ashley Badesch, Debra Ferguson, and Spiro Maleki made comment on behalf of Sustainable Strategies. Jim Rooks left the meeting at 12:54 pm and returned at 1:10 pm. Tim Young, Brenda Ashworth, Sam Petri, and Tim Fram made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to affirm the three priority areas that staff has established for Sustainable Strategies to continue its work. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Schechter absent. The motion carried.

Council recessed at 1:23pm and reconvened at 1:30 pm.

**Flat Creek Apartments 400 W. Snow King Ave. Update.** Paul Anthony and Lea Colasuonno made staff comment. April Norton made comment on behalf of the applicant. Council held discussion with staff and the applicant. Rebecca Bextel, Mary Martin, Jim McKinney, Rebecca Rothbard, David Pulliam, Nancy Marquina Garcia, George Halep, Jim Genzer, Horton Spencer, Lisa Knapp, Katie Moser-Murray, Cammy Lawson, Suzie Breen, Francis Worzniak, Elizabeth Hutchings, Claire Stumpf, Katherine Dowson, Jessica Jaubert, Stefania Fram, Tim Fram, Julien Hass, Joey Sackett, Blair Maus, and Nikki Kaufman made public comment.

Council recessed at 3:22 pm and reconvened at 3:33 pm.

Council continued discussion with staff.

A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to continue to move 400 W. Snow King forward to building permit as presented in the staff report dated August 15, 2022 and discussed this afternoon. Mayor Morton Levinson called for the vote. The vote showed 3-1 in favor with Rooks opposed and Schechter absent. The motion carried.

**Short Term Rentals.** Tyler Sinclair made staff comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to continue the item to an upcoming workshop. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Schechter absent. The motion carried.

**Director Updates.** Bruce Abel and Lea Colasuonno provided director updates for START and the Legal Department.

**Adjourn.** A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Schechter absent. The motion carried. The meeting adjourned at 4:35 p.m. minutes:ll

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

\_\_\_\_\_  
Lynsey Lenamond, Sr. Deputy Town Clerk

Publish JH News & Guide: August 24, 2022

## TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 15, 2022

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tanya Anderson, Michelle Weber, Kelly Thompson, Brian Lenz, Susan Scarlata, Tyler Valentine, and Lynsey Lenamond.

Mayor Morton Levinson led the Pledge of Allegiance and introduced new employees Pavel Vasin and Phylliss Johnson.

**Public Comment.** None.

**Consent Calendar.** A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the consent calendar including items A-H as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the August 1, 2022 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$1,090.67; ADVANCED INDUSTRIAL SUPPLY INC \$129.49; ADVANCED PUMP & EQUIPMENT, INC \$344.50; AFLAC \$2,534.68; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$142,762.82; ALTA PLANNING & DESIGN \$4,448.00; AMAZON \$1,036.95; AMERICAN PLANNING ASSOCIATION \$129.00; AQUASHIELD, INC \$14,240.00; ARCHITECTURAL BUILDING SUPPLY \$205.97; ARISTORENAS, MARIA \$450.00; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BESTDRIVE IDAHO FALLS \$7,263.96; BIG R RANCH & HOME \$150.52; BISON LUMBER \$278.49; BLISS CARGO \$39.09; BLUE SPRUCE CLEANERS, INC \$198.37; BRIGGS, ERIC L \$299.95; BURKHOLDER, SHAWN \$6,564.52; CANO, JUAN \$240.00; CARQUEST AUTO PARTS INC. \$71.37; CASELLE INC. \$1,867.00; CASH \$178.75; COMMUNITY ENTRY SERVICES \$32,500.00; CONTROL SYSTEM TECHNOLOGY, INC. \$967.50; DAY, JEAN \$450.00; DELL \$22,940.04; DIVISION OF VICTIM SERVICES \$350.00; DLT SOLUTIONS, INC. \$375.00; DPC INDUSTRIES, INC. \$3,442.78; E.R. OFFICE EXPRESS \$288.53; ENERGY 1 \$169.00; ENERGY LABORATORIES INC. \$1,411.00; ETNA TRADE PARK LLC \$3,230.00; FIRE SERVICES OF IDAHO \$2,160.00; FIRST TRANSIT \$15,087.78; FREEDOM MAILING SERVICE INC. \$1,889.43; FRITTS, JASON \$450.00; GARMIN USA \$65.95; GERTA LLC \$2,400.00; HD FOWLER COMPANY \$4,805.06; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$3,146.12; HIRST APPLGATE, LLP \$194.00; HOLE FOOD RESCUE \$5,000.00; HR 28 LLC \$8,700.00; IDAHO STATE TAX COMMISSION \$4,559.00; INTERMOUNTAIN WORKMED \$15.00; IPRO TECH, LLC \$5,946.93; IVY OUTDOOR SERVICES LLC \$1,755.00; JACKSON HOLE CHILDRENS MUSEUM \$3,920.00; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE LAW, PC \$3,006.00; JACKSON HOLE NEWS & GUIDE \$4,097.37; JACKSON HOLE SECURITY, LLC \$3,000.00; JACKSON LUMBER INC \$4,078.28; KLUS, TOMA \$200.00; KRUEGER, ERICA JADE \$450.00; LEGACY PHILANTHROPY WORKS \$500.00; LEPCO \$17.53; LOWER VALLEY ENERGY INC \$40,892.08; MASON, TOM \$155.00; MOBILITY FOREFRONT LLC \$35,000.00; NAPA AUTO PARTS INC. \$396.87; NELSON ENGINEERING \$10,610.40; NEW WEST BUILDING COMPANY INC. \$20,000.00; NOLAD, STACY \$450.00; OPS STRATEGIES, LLC \$11,462.50; OTIS ELEVATOR COMPANY \$5,316.22; PERFORM PRINTING INC \$1,969.40; PITTS, JASON \$904.64; PRAZMA PAINT & AUTO BODY \$2,734.33; RINK-TEC INTERNATIONAL, INC \$20,906.34; ROBINSON, HUA \$170.00; RODAC, LLC \$24,307.50; ROUTEMATCH SOFTWARE, INC. \$6,000.00; RUI INC. DBA VILLAGE GARDNER \$631.45; SANCHEZ-MACHUCA, ROSA \$450.00; SMITH, SHANE \$1,673.00; SNAKE RIVER ROASTING \$326.70; SOSA'S JANITORIAL SERVICE \$6,240.00; SPRING CREEK ANIMAL HOSPITAL \$231.11; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; STANDARD INSURANCE COMPANY \$16,219.31; SUNRISE ENVIRONMENTAL \$244.83; SUSTAINABLE STRATEGIES DC, LLC \$10,270.24; TETON COUNTY CLERK \$264,782.33; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$25,054.92; TETON COUNTY SHERIFF-DISPATCH \$17,287.83; TETON COUNTY SHERIFF'S-JAIL \$1,656.00; TETON COUNTY SPECIAL FIRE FUND \$15,413.39; TETON COUNTY-FUND 10 \$78,090.54; TETON COUNTY-FUND 19 \$207.00; TETON MOTORS INC \$6,014.14; TETON RENTAL CENTER \$71.00; TETON TRASH REMOVAL, INC. \$49.00; THE CONNOR E FIELD TRUST \$2,575.00; THE TIRE RACK, INC. \$1,544.56; THOMSON WEST \$911.82; TREFONAS LAW, P.C. \$1,114.11; TRIHYDRO CORPORATION \$12,115.00; WALTERS, LAURENE \$397.00; WESTERN STATE \$8,171.06; WHITE GLOVE CLEANING, INC. \$8,455.16; WILSON HARDWARE \$53.69; WILSON, JOHN \$2,200.00; WOOD ENVIRONMENT & INFRASTRUCTURE \$9,698.40; WY WORKERS' SAFETY & COMP \$17,377.31; WYOMING DEPARTMENT OF

ENVIRONMENTAL QUAL \$1,000.00; WYOMING GARAGE DOOR, LLC \$8,960.20; WYOMING LAW ENFORCEMENT \$240.00; WYOMING RETIREMENT SYSTEM \$139,176.19; WYOMING.COM INC \$15.00

- C. **July Municipal Court Report.** To accept the July Municipal Court Report into the record.
- D. **P22-183 JH Ski & Snowboard Club Registration Temporary Sign.** To approve temporary banner application (P22-183) for JH Ski & Snowboard Club, including the three conditions of approval recommended by the Planning Director in the staff report dated August 15, 2022.
- E. **Bus Storage Facility in Etna, Wyoming.** To approve the First Amendment to the Commercial Rental Agreement as presented in this staff report and authorize the mayor to execute the necessary document(s), subject to final, minor changes by staff.
- F. **Special Restriction for Workforce Rental Housing at 367 S. Willow St.** To approve the Special Restriction for Workforce Rental Housing located at 367 S Willow Street as presented in the attachment to the staff report dated August 15, 2022.
- G. **Thaw Well #4 Contract Approval.** To 1) award Project #23-01 to KD Services, LLC, in the amount of \$455,150 and authorize the Mayor to execute all necessary contract agreements and 2) to approve the overall project budget for Project #23-01 in the amount of \$556,150, to be paid for from the 2019 Gregory Lane SPET Fund.
- H. **Jackson Street Apartments Special Restrictions.** To approve the Special Restrictions for Workforce Rental Housing located at 320 S. Jackson Street and 210, 220, 240, 260 W. Hansen Avenue, the Special Restrictions for Workforce Rental Housing located at 235, 245 W Kelly Avenue and 380 S Jackson Street, as presented in the attachments to the staff report dated August 15, 2022.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**Town/County Emergency Operations Plan.** Council held discussion. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve and adopt the 2022 Teton County/Town of Jackson Emergency Operations Plan and authorize the mayor to execute the Letter of Adoption for said Plan. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**P21-149 Westview Townhome Subdivision.** A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to continue the item to the September 19, 2022 regular meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**P21-134 Conditional Use Permit for Fairgrounds Community Center.** Tyler Valentine and Roxanne Robinson made staff comment. Council held discussion with staff. Rachel Grimes spoke on behalf of the applicant. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve Conditional Use Permit P22-134 for the Fairgrounds Community Center located on the northern portion of the 26-acre Rodeo-Fairgrounds site at 305 West Snow King Avenue based upon the findings and conditions presented in the staff report, 1) Concurrent with the building permit, a signage plan shall be submitted for review and approval, and 2) Concurrent with the building permit, the applicant shall provide at least 7 bike racks, the departmental reviews, and subject to the staff report dated August 15, 2022. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**Wildlife Feeding and Trash.** Tanya Anderson, Michelle Weber, Lea Colasuonno, and Ryan Hostetter made staff comment. Council held discussion with staff. Renee Sidler, Opie Garvin, Drew Gath, Kristin Combs, and Sam Bland made public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the proposed amendments to Titles 7 and 8 of the Municipal Code as presented by staff in this August 15, 2022 staff report, including any minor modifications required by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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

**Ordinance N: An Ordinance Amending the Official Zoning District Map to Change the Zoning Designation of 460 East Broadway Avenue**

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1077, 1078, 1082, 1088, 1099, 1117, 1120, 1131, 1133, 1135, 1156, 1168, 1178, 1184, 1197, 1207, 1239, 1240, 1241, 1244, AND 1251; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 1.67 ACRES OF LAND ADDRESSED AS 460 EAST BROADWAY AVENUE AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY-2 TO PUBLIC/SEMI-PUBLIC (P22-053); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance N on third reading and designate it Ordinance 1320. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**Matters from Mayor and Council.** A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to authorize travel for Mayor Morton Levinson to attend the NLC meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to authorize travel for Vice Mayor Jorgensen to attend the Corporations Committee meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. Council discussed Pacaso, Park City's governance of short-term rentals, and construction management plans. Tyler Sinclair and Lea Colasuonno made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct the Town Manager or their designee to draft a brief Scoping Staff Report about the Town's Construction Management Plans to be added to an agenda within 45 days. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**Town Manager's Report.** Tyler Sinclair made staff comment. The report contained an update on the Town Manager Position Roles and Responsibility Refinement Work, the October 24, 2022 Council Retreat, and the Transit Director Search Process. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

**Adjourn.** A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 8:06 pm. Minutes: II

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

\_\_\_\_\_  
Lynsey Lenamond, Sr. Deputy Town Clerk

Publish JH News & Guide: August 24, 2022

## 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           | 842092022      | PAYROLL DEDUCTIONS        | 08/01/2022   | 96.00              | 96.00       | 08/31/2022 |
| Total 328:  |                                   |                |                           |              | 96.00              | 96.00       |            |
| 51          | ACE HARDWARE                      | 792853         | PAINT                     | 08/03/2022   | 16.47              | 16.47       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 792990         | FITTINGS                  | 08/04/2022   | 30.97              | 30.97       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793085         | BATTERY                   | 08/04/2022   | 25.96              | 25.96       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793228         | WASHER STRAINERS          | 08/05/2022   | 12.65              | 12.65       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793405         | LIGHT BULBS               | 08/08/2022   | 57.84              | 57.84       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793460         | SPRAYER                   | 08/08/2022   | 8.99               | 8.99        | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793536         | LIGHT BULBS               | 08/09/2022   | 49.99              | 49.99       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793553         | CREDIT                    | 08/09/2022   | 49.99-             | 49.99-      | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793573         | Led lamp                  | 08/09/2022   | 29.97              | 29.97       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793609         | FLAHSLIGHT AND MULTI TOOL | 08/09/2022   | 130.97             | 130.97      | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793752         | HOSES                     | 08/10/2022   | 19.99              | 19.99       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 793996         | MOUSE TRAP                | 08/12/2022   | 8.97               | 8.97        | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794021         | STIHL ULTRA               | 08/12/2022   | 32.94              | 32.94       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794036         | MOUSE TRAP                | 08/12/2022   | 10.76              | 10.76       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794246         | MASKING TAPE              | 08/15/2022   | 11.99              | 11.99       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794318         | SHACKLE                   | 08/15/2022   | 119.72             | 119.72      | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794321         | TUBE HEAT SHRINK          | 08/15/2022   | 6.99               | 6.99        | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794342         | WASHERS AND SCREWS        | 08/15/2022   | 6.05               | 6.05        | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794352         | CREDIT                    | 08/15/2022   | 39.92-             | 39.92-      | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794443         | CREDIT                    | 08/16/2022   | 21.99-             | 21.99-      | 08/31/2022 |
| 51          | ACE HARDWARE                      | 794444         | EXT CORD                  | 08/16/2022   | 54.99              | 54.99       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 795216         | BATTERIES                 | 08/22/2022   | 19.99              | 19.99       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 795514         | WIRE ROPE CLIP            | 08/24/2022   | 26.94              | 26.94       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 795902         | BAG trash                 | 08/27/2022   | 35.98              | 35.98       | 08/31/2022 |
| 51          | ACE HARDWARE                      | 796098         | LINER DRUM                | 08/29/2022   | 19.49              | 19.49       | 08/31/2022 |
| Total 51:   |                                   |                |                           |              | 626.71             | 626.71      |            |
| 7091        | ADVANCED LINING LLC               | INVAL3197      | INSTAL OBIC MANHOLE       | 07/01/2022   | 16,475.00          | 16,475.00   | 08/31/2022 |
| Total 7091: |                                   |                |                           |              | 16,475.00          | 16,475.00   |            |
| 2269        | AFLAC                             | 658083         | ACCOUNT #y9599            | 08/25/2022   | 2,484.37           | 2,484.37    | 08/31/2022 |
| Total 2269: |                                   |                |                           |              | 2,484.37           | 2,484.37    |            |
| 88          | AIRGAS INTERMOUNTAIN INC.         | 9128856282     | OXYGEN FOR WELDING        | 08/09/2022   | 145.31             | 145.31      | 08/31/2022 |
| Total 88:   |                                   |                |                           |              | 145.31             | 145.31      |            |
| 6686        | Allegiance Benefit Plan Manage, I | 080822         | claims                    | 08/11/2022   | 5,221.99           | 5,221.99    | 08/24/2022 |
| 6686        | Allegiance Benefit Plan Manage, I | 081522         | claimses                  | 08/18/2022   | 11,491.06          | 11,491.06   | 08/24/2022 |
| 6686        | Allegiance Benefit Plan Manage, I | 082525         | claims 08.25.22           | 08/25/2025   | 55,740.29          | 55,740.29   | 08/25/2022 |
| Total 6686: |                                   |                |                           |              | 72,453.34          | 72,453.34   |            |
| 6524        | ALPHAGRAPHICS                     | JX-266312      | VINYL SIGNAGE             | 07/28/2022   | 832.94             | 832.94      | 08/31/2022 |



| Vendor      | Vendor Name               | Invoice Number | Description                         | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|-------------------------------------|--------------|--------------------|-------------|------------|
| Total 6524: |                           |                |                                     |              | 832.94             | 832.94      |            |
| 5726        | AMAZON                    | 1141-J6Y9-NJ6  | TOASTER OVEN                        | 03/06/2022   | 99.99              | 99.99       | 08/31/2022 |
| 5726        | AMAZON                    | 1GNJ-1W9C-JJ   | CO2 MONITOR                         | 06/10/2022   | 39.99              | 39.99       | 08/31/2022 |
| 5726        | AMAZON                    | 1JLJ-LM1G-4F   | CAR ADAPTER/CHARGER                 | 08/17/2022   | 88.17              | 88.17       | 08/31/2022 |
| 5726        | AMAZON                    | 1QTF-PNC7-9    | PLANT STANDS                        | 06/08/2022   | 251.50             | 251.50      | 08/31/2022 |
| Total 5726: |                           |                |                                     |              | 479.65             | 479.65      |            |
| 3487        | ARCHITECTURAL BUILDING SU | 71366748       | REKEY LOCKS                         | 08/15/2022   | 50.00              | 50.00       | 08/31/2022 |
| Total 3487: |                           |                |                                     |              | 50.00              | 50.00       |            |
| 1783        | AT&T                      | 287279795460   | MONTHLY ACCOUNT 287279795           | 08/19/2022   | 251.88             | 251.88      | 08/31/2022 |
| Total 1783: |                           |                |                                     |              | 251.88             | 251.88      |            |
| 7099        | BAKER TILLY US, LLP       | BT2161680      | CLASSIFICATION ADN COMPEN           | 08/18/2022   | 35,675.00          | 35,675.00   | 08/31/2022 |
| Total 7099: |                           |                |                                     |              | 35,675.00          | 35,675.00   |            |
| 6583        | BESTDRIVE IDAHO FALLS     | 29003324       | COACH HA3                           | 08/05/2022   | 5,184.00           | 5,184.00    | 08/31/2022 |
| 6583        | BESTDRIVE IDAHO FALLS     | 29003379       | 12R22.5                             | 08/24/2022   | 4,000.00           | 4,000.00    | 08/31/2022 |
| Total 6583: |                           |                |                                     |              | 9,184.00           | 9,184.00    |            |
| 4774        | BIG R RANCH & HOME        | 1573478        | MENS JACKET                         | 08/03/2022   | 89.99              | 89.99       | 08/31/2022 |
| Total 4774: |                           |                |                                     |              | 89.99              | 89.99       |            |
| 3500        | BISON LUMBER              | 2208-788727    | PATIO BLOCKS                        | 08/11/2022   | 77.24              | 77.24       | 08/31/2022 |
| Total 3500: |                           |                |                                     |              | 77.24              | 77.24       |            |
| 1560        | BLUE SPRUCE CLEANERS,INC  | 080822         | DRY CLEANING SAM JEWISON            | 08/08/2022   | 25.90              | 25.90       | 08/31/2022 |
| Total 1560: |                           |                |                                     |              | 25.90              | 25.90       |            |
| 4634        | BREAKFAST ROTARY OF JH    | 2475           | MEMBERSHIP DUES MICHELLE            | 07/01/2022   | 175.00             | 175.00      | 08/31/2022 |
| Total 4634: |                           |                |                                     |              | 175.00             | 175.00      |            |
| 6727        | BRIGGS, ERIC L            | 16214          | MODULAR                             | 07/28/2022   | 249.95             | 249.95      | 08/31/2022 |
| 6727        | BRIGGS, ERIC L            | 16216          | TOOLS                               | 07/28/2022   | 108.70             | 108.70      | 08/31/2022 |
| 6727        | BRIGGS, ERIC L            | 16402          | TOOLS                               | 08/04/2022   | 56.20              | 56.20       | 08/31/2022 |
| 6727        | BRIGGS, ERIC L            | 16570          | NITRO                               | 08/11/2022   | 516.90             | 516.90      | 08/31/2022 |
| 6727        | BRIGGS, ERIC L            | 16571          | LED HEADLAMP                        | 08/11/2022   | 76.95              | 76.95       | 08/31/2022 |
| 6727        | BRIGGS, ERIC L            | 16738          | TOOLS                               | 08/18/2022   | 26.95              | 26.95       | 08/31/2022 |
| 6727        | BRIGGS, ERIC L            | 16740          | TOOLS                               | 08/18/2022   | 111.50             | 111.50      | 08/31/2022 |
| Total 6727: |                           |                |                                     |              | 1,147.15           | 1,147.15    |            |
| 3303        | BRISTOL, JAMES            | 6605           | CHECKS                              | 08/05/2022   | 520.00             | 520.00      | 08/31/2022 |
| Total 3303: |                           |                |                                     |              | 520.00             | 520.00      |            |
| 7095        | BULLOCK CAPITAL PARTNERS, | 082522         | return funds held by xpress bill pa | 08/25/2022   | 4,582.05           | 4,582.05    | 08/24/2022 |

| Vendor      | Vendor Name              | Invoice Number | Description                       | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|--------------------------|----------------|-----------------------------------|--------------|--------------------|-------------|------------|
| Total 7095: |                          |                |                                   |              | 4,582.05           | 4,582.05    |            |
| 5           | CARQUEST AUTO PARTS INC. | 6090-575519    | BATTERY                           | 07/05/2022   | 172.65             | 172.65      | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-578936    | KEYSTOCK                          | 07/29/2022   | 4.00               | 4.00        | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-579598    | REPAIR                            | 08/03/2022   | 17.97              | 17.97       | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-580005    | AIR FILTER                        | 08/06/2022   | 39.35              | 39.35       | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-580026    | BATTERY CLEANER                   | 08/06/2022   | 28.35              | 28.35       | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-580479    | brake PADS                        | 08/10/2022   | 57.44              | 57.44       | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-580500    | ADAPTER                           | 08/10/2022   | 40.20              | 40.20       | 08/31/2022 |
| 5           | CARQUEST AUTO PARTS INC. | 6090-582206    | BRAKE PAD SET                     | 08/23/2022   | 115.87             | 115.87      | 08/31/2022 |
| Total 5:    |                          |                |                                   |              | 475.83             | 475.83      |            |
| 544         | CENTURYLINK              | 301064398      | Monthly bill for account 75912352 | 07/20/2022   | 182.82             | 182.82      | 08/31/2022 |
| 544         | CENTURYLINK              | 307-111-5050-  | 307-111-5050 246m                 | 08/07/2022   | 2,203.63           | 2,203.63    | 08/31/2022 |
| 544         | CENTURYLINK              | 307-733-3106-  | 307-733-3106 742B                 | 08/13/2022   | 47.21              | 47.21       | 08/31/2022 |
| Total 544:  |                          |                |                                   |              | 2,433.66           | 2,433.66    |            |
| 7089        | CHARLIE'S PLUMBING OF JH | 8120           | CLEAR LINE                        | 07/14/2022   | 385.00             | 385.00      | 08/31/2022 |
| 7089        | CHARLIE'S PLUMBING OF JH | 8161           | CLEAR LINE                        | 07/21/2022   | 385.00             | 385.00      | 08/31/2022 |
| 7089        | CHARLIE'S PLUMBING OF JH | 8270-1         | WEEKEND CALL                      | 08/08/2022   | 835.00             | 835.00      | 08/31/2022 |
| 7089        | CHARLIE'S PLUMBING OF JH | 8270-2         | CAMERA LINE                       | 08/09/2022   | 229.00             | 229.00      | 08/31/2022 |
| Total 7089: |                          |                |                                   |              | 1,834.00           | 1,834.00    |            |
| 514         | CONRAD & BISCHOFF INC.   | IN-002513-22   | FUEL                              | 08/18/2022   | 38,356.72          | 38,356.72   | 08/31/2022 |
| 514         | CONRAD & BISCHOFF INC.   | IN-971370-22   | FUEL                              | 08/02/2022   | 32,585.55          | 32,585.55   | 08/31/2022 |
| Total 514:  |                          |                |                                   |              | 70,942.27          | 70,942.27   |            |
| 4887        | CONTROL SYSTEM TECHNOLO  | 10349          | TROUBLESHOOT WELL 678             | 03/01/2022   | 450.00             | 450.00      | 08/31/2022 |
| 4887        | CONTROL SYSTEM TECHNOLO  | 10449          | WATER SCADA                       | 05/16/2022   | 300.00             | 300.00      | 08/31/2022 |
| 4887        | CONTROL SYSTEM TECHNOLO  | 10539          | CONTROL SYSTEM                    | 08/03/2022   | 300.00             | 300.00      | 08/31/2022 |
| 4887        | CONTROL SYSTEM TECHNOLO  | 10540          | CONTROL SERVICE WELLS 678         | 08/03/2022   | 600.00             | 600.00      | 08/31/2022 |
| 4887        | CONTROL SYSTEM TECHNOLO  | 10566          | CONTROL HARDWARE WATER            | 08/22/2022   | 750.00             | 750.00      | 08/31/2022 |
| Total 4887: |                          |                |                                   |              | 2,400.00           | 2,400.00    |            |
| 6475        | CONVERGEONE, INC         | IE9095490      | MAINTENANCE                       | 08/12/2022   | 2,038.70           | 2,038.70    | 08/31/2022 |
| 6475        | CONVERGEONE, INC         | IE9095562      | MANAGED SERVICES                  | 08/15/2022   | 48,123.00          | 48,123.00   | 08/31/2022 |
| Total 6475: |                          |                |                                   |              | 50,161.70          | 50,161.70   |            |
| 1691        | CORE & MAIN LP           | R341821        | FLASHLIGHT                        | 08/04/2022   | 210.97             | 210.97      | 08/31/2022 |
| 1691        | CORE & MAIN LP           | R365237        | GATE VALVE                        | 08/15/2022   | 86.71              | 86.71       | 08/31/2022 |
| Total 1691: |                          |                |                                   |              | 297.68             | 297.68      |            |
| 6718        | CULTIVATE                | 082322         | 1ST QUARTER                       | 08/23/2022   | 1,625.00           | 1,625.00    | 08/31/2022 |
| Total 6718: |                          |                |                                   |              | 1,625.00           | 1,625.00    |            |
| 7085        | CV-I LLC                 | 082422         | RELEASE BOND 120 E KELLY U        | 08/24/2022   | 250.00             | 250.00      | 08/31/2022 |
| Total 7085: |                          |                |                                   |              | 250.00             | 250.00      |            |

| Vendor      | Vendor Name               | Invoice Number | Description                     | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|---------------------------------|--------------|--------------------|-------------|------------|
| 4918        | DEAN'S PEST CONTROL LLC   | 72439          | DEANS PEST CONTROL              | 07/13/2022   | 100.00             | 100.00      | 08/31/2022 |
| 4918        | DEAN'S PEST CONTROL LLC   | 72719          | PEST CONTROL                    | 07/28/2022   | 50.00              | 50.00       | 08/31/2022 |
| 4918        | DEAN'S PEST CONTROL LLC   | 72755          | PEST CONTROL                    | 07/11/2022   | 100.00             | 100.00      | 08/31/2022 |
| Total 4918: |                           |                |                                 |              | 250.00             | 250.00      |            |
| 148         | DELL                      | 10606271325    | OPTIPLEX 7090                   | 08/10/2022   | 5,454.00           | 5,454.00    | 08/31/2022 |
| Total 148:  |                           |                |                                 |              | 5,454.00           | 5,454.00    |            |
| 708         | DELTA DENTAL PLAN OF WYOM | 070122         | JULY PREMIUM                    | 07/01/2022   | 639.60             | 639.60      | 08/31/2022 |
| 708         | DELTA DENTAL PLAN OF WYOM | 070122         | JUNE CLAIMS                     | 07/01/2022   | 7,766.03           | 7,766.03    | 08/31/2022 |
| 708         | DELTA DENTAL PLAN OF WYOM | 080122         | July CLAIMS                     | 08/01/2022   | 6,899.80           | 6,899.80    | 08/31/2022 |
| 708         | DELTA DENTAL PLAN OF WYOM | 080122         | August PREMIUM                  | 08/01/2022   | 639.60             | 639.60      | 08/31/2022 |
| Total 708:  |                           |                |                                 |              | 15,945.03          | 15,945.03   |            |
| 6883        | DIVISION OF CHILD SUPPORT | 081122         | DCSE CASE #0005405448           | 08/11/2022   | 509.23             | 509.23      | 08/11/2022 |
| 6883        | DIVISION OF CHILD SUPPORT | 082422         | DCSE CASE #0005405448           | 08/24/2022   | 509.23             | 509.23      | 08/24/2022 |
| Total 6883: |                           |                |                                 |              | 1,018.46           | 1,018.46    |            |
| 7083        | DYNAMIC DEVELOPMENT LLC   | 082422         | RELEASE prow for 310 vine stree | 08/24/2022   | 1,500.00           | 1,500.00    | 08/31/2022 |
| Total 7083: |                           |                |                                 |              | 1,500.00           | 1,500.00    |            |
| 3408        | E.R. OFFICE EXPRESS       | 19719          | NOTARY STAMP                    | 06/23/2022   | 25.70              | 25.70       | 08/31/2022 |
| 3408        | E.R. OFFICE EXPRESS       | 19898          | Office CHAIR                    | 08/03/2022   | 295.24             | 295.24      | 08/31/2022 |
| 3408        | E.R. OFFICE EXPRESS       | 19928          | PAPER                           | 08/09/2022   | 82.63              | 82.63       | 08/31/2022 |
| 3408        | E.R. OFFICE EXPRESS       | 19940          | Office Supplies                 | 08/18/2022   | 81.42              | 81.42       | 08/31/2022 |
| 3408        | E.R. OFFICE EXPRESS       | 19951          | PAPER                           | 08/18/2022   | 118.95             | 118.95      | 08/31/2022 |
| 3408        | E.R. OFFICE EXPRESS       | 19954          | Office Supplies                 | 08/18/2022   | 122.72             | 122.72      | 08/31/2022 |
| Total 3408: |                           |                |                                 |              | 726.66             | 726.66      |            |
| 2380        | EMPLOYERS COUNCIL SERVIC  | 0000426920     | MEMBERSHIP DUES                 | 08/01/2022   | 7,200.00           | 7,200.00    | 08/31/2022 |
| Total 2380: |                           |                |                                 |              | 7,200.00           | 7,200.00    |            |
| 1134        | ENERGY LABORATORIES INC.  | 476486         | INFLUENT EFFLUENT               | 06/02/2022   | 169.00             | 169.00      | 08/31/2022 |
| 1134        | ENERGY LABORATORIES INC.  | 492885         | INFLUENT, EFFLUENT              | 08/08/2022   | 169.00             | 169.00      | 08/31/2022 |
| 1134        | ENERGY LABORATORIES INC.  | 493287         | ANALYSIS PARAMETER              | 08/09/2022   | 177.00             | 177.00      | 08/31/2022 |
| 1134        | ENERGY LABORATORIES INC.  | 495914         | WATER TESTING                   | 08/23/2022   | 527.00             | 527.00      | 08/31/2022 |
| 1134        | ENERGY LABORATORIES INC.  | 495915         | INFLUENT EFFLUENT               | 08/23/2022   | 417.00             | 417.00      | 08/31/2022 |
| 1134        | ENERGY LABORATORIES INC.  | 496146         | WATER TESTING                   | 08/23/2022   | 613.00             | 613.00      | 08/31/2022 |
| Total 1134: |                           |                |                                 |              | 2,072.00           | 2,072.00    |            |
| 81          | EVANS CONSTRUCTION INC    | 082222         | E PEARL SIDEWALKS PAY APP#      | 08/22/2022   | 154,404.59         | 154,404.59  | 08/31/2022 |
| 81          | EVANS CONSTRUCTION INC    | 226001         | ROAD BASE                       | 08/09/2022   | 259.25             | 259.25      | 08/31/2022 |
| Total 81:   |                           |                |                                 |              | 154,663.84         | 154,663.84  |            |
| 7097        | FERRIS, MARK              | 082522         | RETURN BOND 160 REDMOND         | 08/25/2022   | 5,250.00           | 5,250.00    | 08/31/2022 |
| 7097        | FERRIS, MARK              | 082522         | RETURN BOND 170 REDMOND         | 08/25/2022   | 4,250.00           | 4,250.00    | 08/31/2022 |
| Total 7097: |                           |                |                                 |              | 9,500.00           | 9,500.00    |            |

| Vendor      | Vendor Name            | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| 4294        | FIRE SERVICES OF IDAHO | 12472637       | SERVICE @ VERTICAL HARVES   | 07/25/2022   | 282.50             | 282.50      | 08/31/2022 |
| Total 4294: |                        |                |                             |              | 282.50             | 282.50      |            |
| 7087        | FIRST REPUBLIC BANK    | 082422         | RELEASE BOND B20-0456 1122  | 08/24/2022   | 2,000.00           | 2,000.00    | 08/31/2022 |
| Total 7087: |                        |                |                             |              | 2,000.00           | 2,000.00    |            |
| 5337        | FLAT CREEK WID         | 073122         | FCWID BUDGET                | 07/31/2022   | 12,000.00          | 12,000.00   | 08/31/2022 |
| Total 5337: |                        |                |                             |              | 12,000.00          | 12,000.00   |            |
| 4709        | FLEETPRIDE             | IDF015367      | ALIGNMENT                   | 08/02/2022   | 458.00             | 458.00      | 08/31/2022 |
| 4709        | FLEETPRIDE             | IDF015415      | ALIGNMENT                   | 08/09/2022   | 458.00             | 458.00      | 08/31/2022 |
| 4709        | FLEETPRIDE             | IDF015476      | ELECTRIC BUS                | 08/25/2022   | 486.00             | 486.00      | 08/31/2022 |
| Total 4709: |                        |                |                             |              | 1,402.00           | 1,402.00    |            |
| 3521        | FRIENDS OF PATHWAYS    | 1253           | APRIL BIKE OPERATIONS       | 05/06/2022   | 8,428.00           | 8,428.00    | 08/31/2022 |
| 3521        | FRIENDS OF PATHWAYS    | 1266           | BIKE OPERATIONS MAY         | 06/07/2022   | 8,424.00           | 8,424.00    | 08/31/2022 |
| 3521        | FRIENDS OF PATHWAYS    | 1276           | JUNE BIKE OPERATIONS        | 07/03/2022   | 8,424.00           | 8,424.00    | 08/31/2022 |
| 3521        | FRIENDS OF PATHWAYS    | 1277           | JULY BIKE OPERATIONS        | 08/05/2022   | 8,424.00           | 8,424.00    | 08/31/2022 |
| Total 3521: |                        |                |                             |              | 33,700.00          | 33,700.00   |            |
| 7096        | GAVIN, JAMES           | 082522         | BAIL REFUND CASE 22-05-0139 | 08/25/2022   | 740.00             | 740.00      | 08/31/2022 |
| Total 7096: |                        |                |                             |              | 740.00             | 740.00      |            |
| 4212        | GILLIG LLC             | 40943222       | ASM NUT                     | 08/28/2022   | 121.60             | 121.60      | 08/31/2022 |
| 4212        | GILLIG LLC             | 40945135       | HOSE ASM                    | 08/04/2022   | 378.05             | 378.05      | 08/31/2022 |
| Total 4212: |                        |                |                             |              | 499.65             | 499.65      |            |
| 4988        | HD FOWLER COMPANY      | I6166987       | CURB BOX                    | 07/28/2022   | 773.52             | 773.52      | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6168149       | C-PLUG                      | 07/29/2022   | 157.20             | 157.20      | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6176646       | CURB BOX                    | 08/08/2022   | 526.76             | 526.76      | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6176647       | UNDERGROUD LINE EXTENSIO    | 08/08/2022   | 6,938.07           | 6,938.07    | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6179604       | WEDGE GATE VALVE            | 08/10/2022   | 3,644.61           | 3,644.61    | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6181006       | GASKETED PVC PIPE           | 08/11/2022   | 4,176.14           | 4,176.14    | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6181007       | ADAPTER                     | 08/11/2022   | 598.56             | 598.56      | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6182137       | TAPPING SLEEVES AND GASKE   | 08/12/2022   | 11,499.33          | 11,499.33   | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6183655       | GASKET                      | 08/15/2022   | 119.76             | 119.76      | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6183656       | MUD PLUG                    | 08/15/2022   | 364.40             | 364.40      | 08/31/2022 |
| 4988        | HD FOWLER COMPANY      | I6186568       | SPACER                      | 08/17/2022   | 6,781.80           | 6,781.80    | 08/31/2022 |
| Total 4988: |                        |                |                             |              | 35,580.15          | 35,580.15   |            |
| 6893        | HEALTHIEST YOU         | 202207270832   | JULY PREMIUM                | 07/01/2022   | 1,339.20           | 1,339.20    | 08/31/2022 |
| 6893        | HEALTHIEST YOU         | 202208471561   | AUGUST PREMIUM              | 08/01/2022   | 1,360.80           | 1,360.80    | 08/31/2022 |
| Total 6893: |                        |                |                             |              | 2,700.00           | 2,700.00    |            |
| 96          | HIGH COUNTRY LINEN     | 0319608        | UNIFORMS                    | 06/09/2022   | 5.56               | 5.56        | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN     | 0319608        | UNIFORMS                    | 06/09/2022   | 17.21              | 17.21       | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN     | 0319608        | UNIFORMS                    | 06/09/2022   | 23.26              | 23.26       | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN     | 0319608        | UNIFORMS                    | 06/09/2022   | 6.85               | 6.85        | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN     | 0319608        | UNIFORMS                    | 06/09/2022   | 6.65               | 6.65        | 08/31/2022 |

| Vendor | Vendor Name        | Invoice Number | Description       | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------|--------------------|----------------|-------------------|--------------|--------------------|-------------|------------|
| 96     | HIGH COUNTRY LINEN | 0319608        | UNIFORMS          | 06/09/2022   | 4.42               | 4.42        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0319608        | UNIFORMS          | 06/09/2022   | 13.30              | 13.30       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0319608        | UNIFORMS          | 06/09/2022   | 12.46              | 12.46       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0319608        | UNIFORMS          | 06/09/2022   | 17.20              | 17.20       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0319608        | UNIFORMS          | 06/09/2022   | 32.63              | 32.63       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | BUILDING MAINT    | 07/14/2022   | 15.31              | 15.31       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 17.20              | 17.20       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 4.42               | 4.42        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 13.30              | 13.30       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 32.63              | 32.63       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | SHOP SUPPLIES     | 07/14/2022   | 6.85               | 6.85        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 6.65               | 6.65        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 5.56               | 5.56        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 16.61              | 16.61       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0326432        | UNIFORMS          | 07/14/2022   | 17.21              | 17.21       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 16.61              | 16.61       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | SHOP SUPPLIES     | 07/21/2022   | 6.85               | 6.85        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 6.65               | 6.65        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 5.56               | 5.56        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 17.21              | 17.21       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 32.63              | 32.63       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | BUILDING MAINT    | 07/21/2022   | 11.80              | 11.80       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 17.20              | 17.20       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 13.30              | 13.30       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0327855        | UNIFORMS          | 07/21/2022   | 4.42               | 4.42        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | SHOP SUPPLIES     | 07/28/2022   | 6.85               | 6.85        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 6.65               | 6.65        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 13.30              | 13.30       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 20.54              | 20.54       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | BUILDING MAINT    | 07/28/2022   | 152.48             | 152.48      | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 17.20              | 17.20       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 3.90               | 3.90        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 2.75               | 2.75        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 32.63              | 32.63       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0329223        | UNIFORMS          | 07/28/2022   | 16.61              | 16.61       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330375        | MATS @ SHELTER    | 08/03/2022   | 81.85              | 81.85       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330471        | SUPPLIES @ START  | 08/03/2022   | 100.69             | 100.69      | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 4.42               | 4.42        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 16.61              | 16.61       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 32.63              | 32.63       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 5.56               | 5.56        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 13.30              | 13.30       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 17.21              | 17.21       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | SHOP SUPPLIES     | 08/04/2022   | 6.85               | 6.85        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 6.65               | 6.65        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | BUILDING MAINT    | 08/04/2022   | 11.80              | 11.80       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0330621        | UNIFORMS          | 08/04/2022   | 17.20              | 17.20       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0331270        | MATS @ SI-FERRIN  | 08/08/2022   | 19.58              | 19.58       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0331276        | MATS @ HOME RANCH | 08/08/2022   | 22.87              | 22.87       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0331750        | MATS @ WWTP       | 08/10/2022   | 76.64              | 76.64       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | UNIFORMS          | 08/11/2022   | 47.84              | 47.84       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | shop SUPPLIES     | 08/11/2022   | 6.85               | 6.85        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | UNIFORMS          | 08/11/2022   | 6.65               | 6.65        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | UNIFORMS          | 08/11/2022   | 4.88               | 4.88        | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | UNIFORMS          | 08/11/2022   | 19.16              | 19.16       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | UNIFORMS          | 08/11/2022   | 31.88              | 31.88       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | BUILDING MAINT    | 08/11/2022   | 15.69              | 15.69       | 08/31/2022 |
| 96     | HIGH COUNTRY LINEN | 0332028        | UNIFORMS          | 08/11/2022   | 17.20              | 17.20       | 08/31/2022 |

| Vendor      | Vendor Name               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 96          | HIGH COUNTRY LINEN        | 0332028        | UNIFORMS                   | 08/11/2022   | 13.30              | 13.30       | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | 0332028        | UNIFORMS                   | 08/11/2022   | 3.72               | 3.72        | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | 0333246        | MATS @ START               | 08/17/2022   | 250.53             | 250.53      | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | C033285        | CREDIT                     | 08/15/2022   | 40.50-             | 40.50-      | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | C0332851       | CREDIT                     | 08/15/2022   | 8.27-              | 8.27-       | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | C0333311       | CREDIT                     | 08/17/2022   | 9.75-              | 9.75-       | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | S0331067       | COLD CUPS                  | 08/05/2022   | 9.45               | 9.45        | 08/31/2022 |
| 96          | HIGH COUNTRY LINEN        | S0331442       | PAPER TOWELS               | 08/09/2022   | 58.03              | 58.03       | 08/31/2022 |
| Total 96:   |                           |                |                            |              | 1,540.94           | 1,540.94    |            |
| 6747        | HR 28 LLC                 | 081522         | 445 VINE DEPOSIT           | 08/15/2022   | 350.00             | 350.00      | 08/31/2022 |
| 6747        | HR 28 LLC                 | 081522         | 445 VINR MASTER LEASE SEPT | 08/15/2022   | 50.00              | 50.00       | 08/31/2022 |
| Total 6747: |                           |                |                            |              | 400.00             | 400.00      |            |
| 4164        | ICMA MEMBERSHIP           | 425291 0822    | MEMBERSHIP ROXANNE ROBI    | 08/17/2022   | 1,400.00           | 1,400.00    | 08/31/2022 |
| Total 4164: |                           |                |                            |              | 1,400.00           | 1,400.00    |            |
| 4044        | IDAHO FALLS PETERBILT     | 609692X1       | OIL FILTER                 | 07/22/2022   | 29.79              | 29.79       | 08/31/2022 |
| 4044        | IDAHO FALLS PETERBILT     | 617851         | FILTER                     | 08/10/2022   | 64.62              | 64.62       | 08/31/2022 |
| 4044        | IDAHO FALLS PETERBILT     | 618790         | NSB                        | 08/19/2022   | 705.62             | 705.62      | 08/31/2022 |
| Total 4044: |                           |                |                            |              | 800.03             | 800.03      |            |
| 36          | IDAHO STATE TAX COMMISSIO | 083122         | AUGUST WITHHOLDINGS        | 08/31/2022   | 4,051.00           | 4,051.00    | 08/31/2022 |
| Total 36:   |                           |                |                            |              | 4,051.00           | 4,051.00    |            |
| 106         | INTERSTATE BATTERY        | 22252699       | BATTERIES                  | 03/01/2022   | 107.95             | 107.95      | 08/31/2022 |
| 106         | INTERSTATE BATTERY        | 22254146       | BATTERIES                  | 08/08/2022   | 423.90             | 423.90      | 08/31/2022 |
| Total 106:  |                           |                |                            |              | 531.85             | 531.85      |            |
| 6954        | IVY OUTDOOR SERVICES LLC  | 0000014        | TRASH REMOVAL DOWNTOWN     | 08/09/2022   | 16,484.25          | 16,484.25   | 08/31/2022 |
| Total 6954: |                           |                |                            |              | 16,484.25          | 16,484.25   |            |
| 6931        | JACKSON DOWTOWNER, LLC    | 1009           | JUNE FUEL & VEHICLE HOURS  | 07/15/2022   | 36,415.92          | 36,415.92   | 08/31/2022 |
| 6931        | JACKSON DOWTOWNER, LLC    | 1009           | AUGUST 2022                | 07/15/2022   | 27,957.00          | 27,957.00   | 08/31/2022 |
| 6931        | JACKSON DOWTOWNER, LLC    | 1010           | FUEL & VEHICLE HOURS JULY/ | 08/15/2022   | 68,992.94          | 68,992.94   | 08/31/2022 |
| Total 6931: |                           |                |                            |              | 133,365.86         | 133,365.86  |            |
| 858         | JACKSON HOLE COMMUNITY H  | 060922         | REIMBURSE LEGAL FEES       | 06/09/2022   | 6,126.00           | 6,126.00    | 08/31/2022 |
| Total 858:  |                           |                |                            |              | 6,126.00           | 6,126.00    |            |
| 6474        | JACKSON HOLE LAW, PC      | 1663           | LEGAL SERVICES AUGUST      | 08/30/2022   | 3,010.00           | 3,010.00    | 08/31/2022 |
| Total 6474: |                           |                |                            |              | 3,010.00           | 3,010.00    |            |
| 131         | JACKSON HOLE NEWS & GUID  | 334304         | AD 400556                  | 12/22/2021   | 222.40             | 222.40      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID  | 336806         | AD 402946                  | 03/02/2022   | 386.60             | 386.60      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID  | 336806         | AD 402946                  | 03/02/2022   | 386.60             | 386.60      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID  | 337685         | AD 403806                  | 03/30/2022   | 201.00             | 201.00      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID  | 337751         | AD 403809                  | 03/31/2022   | 83.20              | 83.20       | 08/31/2022 |

| Vendor      | Vendor Name                | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 131         | JACKSON HOLE NEWS & GUID   | 339635         | AD 405843                  | 05/25/2022   | 311.20             | 311.20      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 342871         | AD 408605                  | 08/10/2022   | 526.50             | 526.50      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 342872         | AD#408288                  | 08/10/2022   | 54.00              | 54.00       | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 342873         | AD 408287                  | 08/10/2022   | 243.00             | 243.00      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 342941         | AD 408607                  | 08/10/2022   | 36.00              | 36.00       | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 342977         | AD#408553                  | 08/10/2022   | 410.40             | 410.40      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 342978         | AD#408554                  | 08/10/2022   | 410.40             | 410.40      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343108         | AD#408922                  | 08/17/2022   | 99.00              | 99.00       | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343170         | AD 408606                  | 08/17/2022   | 81.00              | 81.00       | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343206         | AD#408961                  | 08/17/2022   | 604.80             | 604.80      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343207         | AD#408950                  | 08/17/2022   | 604.80             | 604.80      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343208         | AD#408899                  | 08/17/2022   | 604.80             | 604.80      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343344         | AD#408889                  | 08/24/2022   | 194.40             | 194.40      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343482         | AD 409292                  | 08/24/2022   | 125.00             | 125.00      | 08/31/2022 |
| 131         | JACKSON HOLE NEWS & GUID   | 343486         | AD 409183                  | 08/24/2022   | 40.50              | 40.50       | 08/31/2022 |
| Total 131:  |                            |                |                            |              | 5,625.60           | 5,625.60    |            |
| 5084        | JACKSON HOLE SECURITY, LL  | 11733          | ALARM RESPONSE 400 W SNO   | 08/01/2022   | 1,000.00           | 1,000.00    | 08/31/2022 |
| Total 5084: |                            |                |                            |              | 1,000.00           | 1,000.00    |            |
| 114         | JACKSON LUMBER INC         | 0000792522-0   | LATH                       | 07/22/2022   | 115.50             | 115.50      | 08/31/2022 |
| 114         | JACKSON LUMBER INC         | 0000802577-0   | TIRE WIRE AND BOLTS        | 08/24/2022   | 11.40              | 11.40       | 08/31/2022 |
| Total 114:  |                            |                |                            |              | 126.90             | 126.90      |            |
| 115         | JACKSON PAINT AND GLASS, I | 1127120        | WINDSHIELD                 | 07/20/2022   | 750.00             | 750.00      | 08/31/2022 |
| Total 115:  |                            |                |                            |              | 750.00             | 750.00      |            |
| 6890        | JAMF SOFTWARE, LLC         | INV272519      | JAMF PRO                   | 08/18/2022   | 2,858.00           | 2,858.00    | 08/31/2022 |
| Total 6890: |                            |                |                            |              | 2,858.00           | 2,858.00    |            |
| 239         | JH20 WATER CONDITIONING &  | 1220819454     | BOTTLE DELONIZED WATER, DI | 08/19/2022   | 57.50              | 57.50       | 08/31/2022 |
| Total 239:  |                            |                |                            |              | 57.50              | 57.50       |            |
| 139         | JORGENSEN ASSOCIATES, PC   | 49321          | 1945 N KING STREETSCAPE    | 07/24/2022   | 480.00             | 480.00      | 08/31/2022 |
| 139         | JORGENSEN ASSOCIATES, PC   | 49485          | 22141 SOUTH PARK LOOP RD   | 08/11/2022   | 1,125.00           | 1,125.00    | 08/31/2022 |
| 139         | JORGENSEN ASSOCIATES, PC   | 49546          | 19137 FLAT CREEK SEWER     | 08/14/2022   | 3,375.00           | 3,375.00    | 08/31/2022 |
| 139         | JORGENSEN ASSOCIATES, PC   | 49547          | 19145 NORTH KING STREETSC  | 08/14/2022   | 567.50             | 567.50      | 08/31/2022 |
| 139         | JORGENSEN ASSOCIATES, PC   | 49572          | 20402 BUDGE DRIVE          | 08/14/2022   | 1,872.50           | 1,872.50    | 08/31/2022 |
| Total 139:  |                            |                |                            |              | 7,420.00           | 7,420.00    |            |
| 5965        | KIMLEY HORN                | 196538000-07   | PARKING NEEDS STUDY        | 07/31/2022   | 5,280.00           | 5,280.00    | 08/31/2022 |
| Total 5965: |                            |                |                            |              | 5,280.00           | 5,280.00    |            |
| 7094        | KL2 CONNECTS, LLC          | 081922         | START PROFESSIONAL SERVIC  | 08/19/2022   | 9,687.50           | 9,687.50    | 08/31/2022 |
| Total 7094: |                            |                |                            |              | 9,687.50           | 9,687.50    |            |
| 7082        | KLEE, KAREN                | 082422         | RETURN GRADING BOND b17-   | 08/24/2022   | 9,375.00           | 9,375.00    | 08/31/2022 |

| Vendor      | Vendor Name               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| Total 7082: |                           |                |                            |              | 9,375.00           | 9,375.00    |            |
| 7100        | LAW ENFORCEMENT SEMINAR   | 2023108        | BACKGROUND                 | 04/12/2022   | 395.00             | 395.00      | 08/31/2022 |
| Total 7100: |                           |                |                            |              | 395.00             | 395.00      |            |
| 6926        | LEGACY PHILANTHROPY WOR   | 081122         | SURVERY RESPONSES          | 08/11/2022   | 4,900.00           | 4,900.00    | 08/31/2022 |
| Total 6926: |                           |                |                            |              | 4,900.00           | 4,900.00    |            |
| 5691        | LEPCO                     | 48346          | CHEMICALS                  | 06/02/2022   | 893.00             | 893.00      | 08/31/2022 |
| 5691        | LEPCO                     | 48385          | MAINTENANCE                | 06/08/2022   | 275.00             | 275.00      | 08/31/2022 |
| 5691        | LEPCO                     | 48659          | CHEMICALS                  | 07/06/2022   | 893.00             | 893.00      | 08/31/2022 |
| 5691        | LEPCO                     | 48926          | REPAIR                     | 07/20/2022   | 810.00             | 810.00      | 08/31/2022 |
| Total 5691: |                           |                |                            |              | 2,871.00           | 2,871.00    |            |
| 156         | LOWER VALLEY ENERGY INC   | 75962          | 1540 MARTIN THAW WELL      | 08/22/2022   | 20,845.36          | 20,845.36   | 08/31/2022 |
| Total 156:  |                           |                |                            |              | 20,845.36          | 20,845.36   |            |
| 7048        | M. NEILS ENGINEERING, INC | 14909          | 155 E PEARL TENANT IMPROVE | 07/31/2022   | 2,960.00           | 2,960.00    | 08/31/2022 |
| Total 7048: |                           |                |                            |              | 2,960.00           | 2,960.00    |            |
| 677         | MACY'S SERVICES           | 36335          | CAMERA LINES               | 07/31/2022   | 165.00             | 165.00      | 08/31/2022 |
| Total 677:  |                           |                |                            |              | 165.00             | 165.00      |            |
| 6571        | MALLORY SAFETY & SUPPLY   | 5415483        | CUSTOM JR BADGE            | 08/08/2022   | 1,930.00           | 1,930.00    | 08/31/2022 |
| Total 6571: |                           |                |                            |              | 1,930.00           | 1,930.00    |            |
| 7092        | MATUSZEWSKI, ANDY         | 081722         | TRAINING                   | 08/17/2022   | 1,514.18           | 1,514.18    | 08/31/2022 |
| Total 7092: |                           |                |                            |              | 1,514.18           | 1,514.18    |            |
| 7101        | MCMASTER-CARR             | 83420685       | BLACK SCREWS               | 08/19/2022   | 82.39              | 82.39       | 08/31/2022 |
| Total 7101: |                           |                |                            |              | 82.39              | 82.39       |            |
| 998         | METROQUIP INC             | P16861         | CONV DRIVEN                | 08/03/2022   | 266.81             | 266.81      | 08/31/2022 |
| 998         | METROQUIP INC             | P16964         | CHAIN RLLER                | 08/09/2022   | 84.03              | 84.03       | 08/31/2022 |
| Total 998:  |                           |                |                            |              | 350.84             | 350.84      |            |
| 4776        | MOUNTAIN STATES LIGHTING  | 11986          | K118                       | 08/01/2022   | 300.00             | 300.00      | 08/31/2022 |
| Total 4776: |                           |                |                            |              | 300.00             | 300.00      |            |
| 4623        | MSC INDUSTRIAL SUPPLY CO  | 5556542001     | CABLE TIES, BATTERIES      | 07/22/2022   | 138.83             | 138.83      | 08/31/2022 |
| Total 4623: |                           |                |                            |              | 138.83             | 138.83      |            |
| 257         | NAPAAUTO PARTS INC.       | 077154         | FUEL CAP                   | 07/07/2022   | 53.68              | 53.68       | 08/31/2022 |
| 257         | NAPAAUTO PARTS INC.       | 077940         | BRAKE PADS                 | 07/11/2022   | 123.03             | 123.03      | 08/31/2022 |
| 257         | NAPAAUTO PARTS INC.       | 081608         | RTV SIL                    | 07/26/2022   | 41.98              | 41.98       | 08/31/2022 |



| Vendor      | Vendor Name               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 257         | NAPA AUTO PARTS INC.      | 082203         | CONTROL                    | 07/28/2022   | 75.99              | 75.99       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 082903         | FUEL FILTER                | 08/01/2022   | 26.50              | 26.50       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 082930         | AIR FILTER                 | 08/01/2022   | 57.26              | 57.26       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 082955         | AIR FILTER                 | 08/01/2022   | 38.69              | 38.69       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 082956         | AIR FILTER                 | 08/01/2022   | 77.38              | 77.38       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 082961         | DISCONNECT SET             | 08/01/2022   | 58.79              | 58.79       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 083253         | GUNK ENGINE                | 08/02/2022   | 17.94              | 17.94       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 083415         | CAP AND VALVE KIT          | 08/03/2022   | 17.99              | 17.99       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 083724         | SUPER                      | 08/04/2022   | 14.84              | 14.84       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 083945         | OIL FILTER                 | 08/05/2022   | 12.04              | 12.04       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 084224         | PARTS                      | 08/06/2022   | 85.05              | 85.05       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 084461         | BRAKES                     | 08/08/2022   | 150.76             | 150.76      | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 084651         | FILTERS                    | 08/08/2022   | 36.80              | 36.80       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 084712         | LED FLEX                   | 08/09/2022   | 22.98              | 22.98       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 084788         | AIR FILTERS                | 08/09/2022   | 182.80             | 182.80      | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 085010         | ADAPTERS                   | 08/10/2022   | 31.37              | 31.37       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 085270         | BATTERY                    | 08/11/2022   | 141.43             | 141.43      | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 085416         | PRIMARY WIRE               | 08/11/2022   | 168.00             | 168.00      | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 085456         | CABIN AIR                  | 08/11/2022   | 20.69              | 20.69       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 086658         | SHIFT LINKAGE              | 08/17/2022   | 11.23              | 11.23       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 086960         | BLADE FUSE                 | 08/18/2022   | 10.98              | 10.98       | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 087993         | IMPACT SOCKET              | 08/23/2022   | 8.69               | 8.69        | 08/31/2022 |
| 257         | NAPA AUTO PARTS INC.      | 088702         | FUEL STAB                  | 08/26/2022   | 8.99               | 8.99        | 08/31/2022 |
| Total 257:  |                           |                |                            |              | 1,495.88           | 1,495.88    |            |
| 187         | NELSON ENGINEERING        | 59158          | SIDEWALK EASEMNET 20-085-0 | 07/29/2022   | 260.00             | 260.00      | 08/31/2022 |
| 187         | NELSON ENGINEERING        | 59210          | 21-060-01 THAW WELL #4     | 07/29/2022   | 2,512.50           | 2,512.50    | 08/31/2022 |
| Total 187:  |                           |                |                            |              | 2,772.50           | 2,772.50    |            |
| 6556        | NTS CONSOLIDATION, LLC    | INV0130363     | FILTERS                    | 08/12/2022   | 186.12             | 186.12      | 08/31/2022 |
| 6556        | NTS CONSOLIDATION, LLC    | INV0130363     | FILTERS                    | 08/12/2022   | 7,177.09           | 7,177.09    | 08/31/2022 |
| 6556        | NTS CONSOLIDATION, LLC    | INV0130363     | FILTERS                    | 08/12/2022   | 181.46             | 181.46      | 08/31/2022 |
| 6556        | NTS CONSOLIDATION, LLC    | INV0130363     | FILTERS                    | 08/12/2022   | 55.83              | 55.83       | 08/31/2022 |
| Total 6556: |                           |                |                            |              | 7,600.50           | 7,600.50    |            |
| 513         | ON SIGHT LAND SURVEYORS I | P22-066        | Project P22-066            | 08/26/2022   | 450.00             | 450.00      | 08/31/2022 |
| Total 513:  |                           |                |                            |              | 450.00             | 450.00      |            |
| 1504        | ONE CALL OF WYOMING       | 64230          | JULY TICKETS               | 08/04/2022   | 199.50             | 199.50      | 08/31/2022 |
| 1504        | ONE CALL OF WYOMING       | 64230          | JULY TICKETS               | 08/04/2022   | 199.50             | 199.50      | 08/31/2022 |
| Total 1504: |                           |                |                            |              | 399.00             | 399.00      |            |
| 7070        | PEAK WATER SERVICES, LLC  | INVPWS574      | 3 CREEK REBUILD            | 08/05/2022   | 3,416.30           | 3,416.30    | 08/31/2022 |
| Total 7070: |                           |                |                            |              | 3,416.30           | 3,416.30    |            |
| 7052        | PITTS, JASON              | 081222         | REIMBURSE FOR FURNITURE    | 08/12/2022   | 1,059.98           | 1,059.98    | 08/31/2022 |
| Total 7052: |                           |                |                            |              | 1,059.98           | 1,059.98    |            |
| 4894        | PLATT                     | 3C5223         | ECP PLUG                   | 08/04/2022   | 172.15             | 172.15      | 08/31/2022 |

| Vendor      | Vendor Name                | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total 4894: |                            |                |                           |              | 172.15             | 172.15      |            |
| 6260        | POLISEO, FLOREN            | 082222         | TRAVEL EXPENSES TO WAM    | 08/22/2022   | 95.03              | 95.03       | 08/31/2022 |
| Total 6260: |                            |                |                           |              | 95.03              | 95.03       |            |
| 7090        | PORT53 TECHNOLOGIES, INC   | 061622         | DUO MFA EDITION 12 MONTHS | 06/16/2022   | 4,861.35           | 4,861.35    | 08/31/2022 |
| Total 7090: |                            |                |                           |              | 4,861.35           | 4,861.35    |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775414678      | SUPPORT AL                | 08/01/2022   | 331.21             | 331.21      | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775415814      | SENSOR                    | 08/02/2022   | 812.58             | 812.58      | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775416389      | SENSOR                    | 08/03/2022   | 125.35             | 125.35      | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775416805      | SENSOR                    | 08/04/2022   | 44.23              | 44.23       | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775417604      | HOSE PLAIN                | 08/08/2022   | 92.68              | 92.68       | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775418331      | OPCUM                     | 08/10/2022   | 1,373.34           | 1,373.34    | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775419988      | SENSOR                    | 08/16/2022   | 287.53             | 287.53      | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775420791      | CORE DEPOSIT              | 08/18/2022   | 71.33              | 71.33       | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775421204      | SENSOR                    | 08/19/2022   | 71.28              | 71.28       | 08/31/2022 |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775421645      | KIT EXH                   | 08/22/2022   | 1,607.94           | 1,607.94    | 08/31/2022 |
| Total 6483: |                            |                |                           |              | 4,817.47           | 4,817.47    |            |
| 4922        | PREMIER VEHICLE INSTALLATI | 38900          | REMOTE SIRENS             | 06/29/2022   | 3,043.74           | 3,043.74    | 08/31/2022 |
| Total 4922: |                            |                |                           |              | 3,043.74           | 3,043.74    |            |
| 6594        | PROTERRA                   | 1022442        | relay                     | 12/23/2020   | 37.56              | 37.56       | 08/31/2022 |
| 6594        | PROTERRA                   | 1024769        | WHEEL END COVER           | 03/15/2021   | 467.80             | 467.80      | 08/31/2022 |
| 6594        | PROTERRA                   | 1028317        | SWITCH                    | 06/29/2021   | 57.82              | 57.82       | 08/31/2022 |
| 6594        | PROTERRA                   | 1031465        | STUD BALL                 | 09/23/2021   | 17.36              | 17.36       | 08/31/2022 |
| 6594        | PROTERRA                   | 1031752        | BRACKETS                  | 09/30/2021   | 911.52             | 911.52      | 08/31/2022 |
| 6594        | PROTERRA                   | 1033552        | WINDOW                    | 11/17/2021   | 1,180.92           | 1,180.92    | 08/31/2022 |
| 6594        | PROTERRA                   | 1033553        | WINDOWS                   | 11/17/2021   | 872.40             | 872.40      | 08/31/2022 |
| 6594        | PROTERRA                   | 1034414        | LIGHT                     | 12/08/2021   | 199.46             | 199.46      | 08/31/2022 |
| 6594        | PROTERRA                   | 1037355        | HARNESS                   | 02/15/2022   | 886.86             | 886.86      | 08/31/2022 |
| 6594        | PROTERRA                   | 1037741        | LIGHT                     | 02/23/2022   | 154.31             | 154.31      | 08/31/2022 |
| 6594        | PROTERRA                   | 1038878        | PUMP                      | 03/18/2022   | 416.46             | 416.46      | 08/31/2022 |
| 6594        | PROTERRA                   | 1043217        | BOTTOMW CONVEX            | 06/23/2022   | 28.09              | 28.09       | 08/31/2022 |
| Total 6594: |                            |                |                           |              | 5,230.56           | 5,230.56    |            |
| 7102        | RD RENTALS LLC             | 091122         | 910 SIMON LANE PURCHASE   | 08/31/2022   | 1,200,000.00       | .00         |            |
| Total 7102: |                            |                |                           |              | 1,200,000.00       | .00         |            |
| 7079        | ROBINSON, HUA              | 082422         | TRANSLATION SERVIES       | 08/24/2022   | 170.00             | 170.00      | 08/31/2022 |
| Total 7079: |                            |                |                           |              | 170.00             | 170.00      |            |
| 2850        | RT1 INC                    | 072722         | ship monthly samples      | 07/27/2022   | 44.21              | 44.21       | 08/31/2022 |
| 2850        | RT1 INC                    | 080822         | POSTAGE                   | 08/08/2022   | 110.71             | 110.71      | 08/31/2022 |
| 2850        | RT1 INC                    | 081522         | ship monthly samples      | 08/15/2022   | 109.10             | 109.10      | 08/31/2022 |
| Total 2850: |                            |                |                           |              | 264.02             | 264.02      |            |
| 7086        | RUSTY PARROT LODGE         | 082422         | RELEASE BOND 175 NORTH JA | 08/24/2022   | 2,000.00           | 2,000.00    | 08/31/2022 |

| Vendor      | Vendor Name               | Invoice Number | Description                      | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|----------------------------------|--------------|--------------------|-------------|------------|
| Total 7086: |                           |                |                                  |              | 2,000.00           | 2,000.00    |            |
| 7084        | RY WOHNSEN                | 082422         | STOCK PILE BOND RELEASED         | 08/24/2022   | 1,500.00           | 1,500.00    | 08/31/2022 |
| Total 7084: |                           |                |                                  |              | 1,500.00           | 1,500.00    |            |
| 4530        | SAFARILAND, LLC           | 1010-447277    | LASER TRAJECTORY KIT             | 07/29/2022   | 639.56             | 639.56      | 08/31/2022 |
| Total 4530: |                           |                |                                  |              | 639.56             | 639.56      |            |
| 6889        | SAFELITE FULFILLMENT INC  | 05008-002076   | SOLAR VISOR                      | 07/22/2022   | 491.29             | 491.29      | 08/31/2022 |
| Total 6889: |                           |                |                                  |              | 491.29             | 491.29      |            |
| 6965        | SAGEBRUSH INVESTORS, LLC  | 08172022       | Partial release of bond B18-0301 | 08/17/2022   | 156,488.00         | 156,488.00  | 08/17/2022 |
| Total 6965: |                           |                |                                  |              | 156,488.00         | 156,488.00  |            |
| 4691        | SCHOW'S TRUCK CENTER      | 11875B         | TOOK CREDIT THAT WAS REFU        | 08/30/2022   | 1,440.49           | 1,440.49    | 08/31/2022 |
| Total 4691: |                           |                |                                  |              | 1,440.49           | 1,440.49    |            |
| 201         | SENIOR CENTER OF JACKSON  | 020822         | 3RD QUARTER                      | 02/28/2022   | 29,126.25          | 29,126.25   | 08/31/2022 |
| Total 201:  |                           |                |                                  |              | 29,126.25          | 29,126.25   |            |
| 6365        | SIGN IT NOW INC           | 6797           | ORDINANCE NUMBER STICKER         | 08/11/2022   | 179.66             | 179.66      | 08/31/2022 |
| Total 6365: |                           |                |                                  |              | 179.66             | 179.66      |            |
| 6501        | SILLIMAN, JEFF            | 051722         | REIMBURSE FOR PAVERS             | 05/17/2022   | 23.31              | 23.31       | 08/31/2022 |
| Total 6501: |                           |                |                                  |              | 23.31              | 23.31       |            |
| 4548        | SILVER CREEK SUPPLY       | 0007360358-0   | WEBSTONE                         | 07/14/2022   | 18.17              | 18.17       | 08/31/2022 |
| Total 4548: |                           |                |                                  |              | 18.17              | 18.17       |            |
| 4699        | SNAKE RIVER ROASTING      | 78611          | COFFEE                           | 06/21/2022   | 108.90             | 108.90      | 08/31/2022 |
| 4699        | SNAKE RIVER ROASTING      | 78989          | COFFEE                           | 07/12/2022   | 54.45              | 54.45       | 08/31/2022 |
| 4699        | SNAKE RIVER ROASTING      | 79449          | COFFEE                           | 08/09/2022   | 29.44              | 29.44       | 08/31/2022 |
| 4699        | SNAKE RIVER ROASTING      | 79505          | COFFEE                           | 08/10/2022   | 113.90             | 113.90      | 08/31/2022 |
| 4699        | SNAKE RIVER ROASTING      | 79749          | COFFEE                           | 08/24/2022   | 217.80             | 217.80      | 08/31/2022 |
| Total 4699: |                           |                |                                  |              | 524.49             | 524.49      |            |
| 7050        | SOSA'S JANITORIAL SERVICE | 082922         | JANITORIAL SERVICES TOWN         | 08/29/2022   | 5,760.00           | 5,760.00    | 08/31/2022 |
| 7050        | SOSA'S JANITORIAL SERVICE | 083022         | august town hall                 | 08/30/2022   | 5,760.00-          | .00         |            |
| 7050        | SOSA'S JANITORIAL SERVICE | 083022         | august town hall cleaning        | 08/30/2022   | 5,760.00           | .00         |            |
| Total 7050: |                           |                |                                  |              | 5,760.00           | 5,760.00    |            |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029048      | MEDS                             | 08/08/2022   | 11.74              | 11.74       | 08/31/2022 |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029223      | ANIMAL CARE                      | 08/10/2022   | 111.35             | 111.35      | 08/31/2022 |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029224      | ANIMAL CARE                      | 08/10/2022   | 209.00             | 209.00      | 08/31/2022 |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029225      | MEDS                             | 08/10/2022   | 23.42              | 23.42       | 08/31/2022 |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029540      | ANIMAL CARE                      | 08/17/2022   | 81.31              | 81.31       | 08/31/2022 |

| Vendor      | Vendor Name               | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029805      | MEDS                      | 08/22/2022   | 30.38              | 30.38       | 08/31/2022 |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029806      | MEDS                      | 08/22/2022   | 14.14              | 14.14       | 08/31/2022 |
| 1505        | SPRING CREEK ANIMAL HOSPI | 625029807      | ANIMAL CARE               | 08/22/2022   | 78.32              | 78.32       | 08/31/2022 |
| Total 1505: |                           |                |                           |              | 559.66             | 559.66      |            |
| 241         | ST JOHN'S HOSPITAL        | 50000643       | case blood draws          | 06/30/2022   | 455.00             | 455.00      | 08/31/2022 |
| Total 241:  |                           |                |                           |              | 455.00             | 455.00      |            |
| 6871        | STANDARD INSURANCE COMP   | 063022         | JUNE VOLUNTARY PREMIUM    | 06/30/2022   | 774.35             | 774.35      | 06/30/2022 |
| 6871        | STANDARD INSURANCE COMP   | 063022         | JUNE PREMIUM              | 06/30/2022   | 4,717.34           | 4,717.34    | 06/30/2022 |
| 6871        | STANDARD INSURANCE COMP   | 063022         | JUNE PREMIUM ADJUSTMENTS  | 06/30/2022   | 1,207.34           | 1,207.34    | 06/30/2022 |
| 6871        | STANDARD INSURANCE COMP   | 070122         | JULY PREMIUM              | 07/01/2022   | 4,378.00           | 4,378.00    | 08/31/2022 |
| 6871        | STANDARD INSURANCE COMP   | 070122         | JULY VOLUNTARY BENEFITS   | 07/01/2022   | 1,034.60           | 1,034.60    | 08/31/2022 |
| 6871        | STANDARD INSURANCE COMP   | 080122         | STANNDARD AUGUST PREMIU   | 08/01/2022   | 4,648.52           | 4,648.52    | 08/31/2022 |
| 6871        | STANDARD INSURANCE COMP   | 080122         | AUGUST VOLUNTARY PREMIU   | 08/01/2022   | 1,074.55           | 1,074.55    | 08/31/2022 |
| Total 6871: |                           |                |                           |              | 17,834.70          | 17,834.70   |            |
| 6091        | STEP BACK LEADERSHIP CON  | 080122         | TRAINING                  | 08/01/2022   | 36,000.00          | 36,000.00   | 08/31/2022 |
| Total 6091: |                           |                |                           |              | 36,000.00          | 36,000.00   |            |
| 5260        | STEPHENS, SHAWN           | 081122         | DUTY BOOTS                | 08/11/2022   | 93.99              | 93.99       | 08/31/2022 |
| Total 5260: |                           |                |                           |              | 93.99              | 93.99       |            |
| 7088        | STONE, KIRK               | 081922         | 3585 CANADIAN SEPTEMBER D | 08/19/2022   | 2,800.00           | 2,800.00    | 08/31/2022 |
| 7088        | STONE, KIRK               | 081922         | 3585 CANADIAN SEPTEMBER R | 08/19/2022   | 2,800.00           | 2,800.00    | 08/31/2022 |
| Total 7088: |                           |                |                           |              | 5,600.00           | 5,600.00    |            |
| 5055        | STOTZ EQUIPMENT           | P94958         | WASHERS, SCREWS AND BUSH  | 08/22/2022   | 186.83             | 186.83      | 08/31/2022 |
| Total 5055: |                           |                |                           |              | 186.83             | 186.83      |            |
| 1054        | SUNRISE ENVIRONMENTAL     | 132390         | STREAKOUT                 | 08/03/2022   | 324.25             | 324.25      | 08/31/2022 |
| 1054        | SUNRISE ENVIRONMENTAL     | 132929         | STAY SLICK, CHAIN GUARD   | 08/22/2022   | 459.52             | 459.52      | 08/31/2022 |
| Total 1054: |                           |                |                           |              | 783.77             | 783.77      |            |
| 4990        | Swagit Productions, LLC   | SW-00203SI     | VIDEO STREAMING           | 07/31/2022   | 1,775.00           | 1,775.00    | 08/31/2022 |
| Total 4990: |                           |                |                           |              | 1,775.00           | 1,775.00    |            |
| 1443        | TETON COUNTY CLERK        | 100A           | LEGAL RFQ                 | 08/09/2022   | 47,623.02          | 47,623.02   | 08/31/2022 |
| Total 1443: |                           |                |                           |              | 47,623.02          | 47,623.02   |            |
| 581         | TETON COUNTY INTEGRATED   | 080822         | 1ST QUARTER BAG FEE       | 08/08/2022   | 19,205.99          | 19,205.99   | 08/23/2022 |
| 581         | TETON COUNTY INTEGRATED   | 577527         | DUMP FEES                 | 08/09/2022   | 75.00              | 75.00       | 08/31/2022 |
| 581         | TETON COUNTY INTEGRATED   | 577560         | TRASH                     | 08/09/2022   | 74.00              | 74.00       | 08/31/2022 |
| 581         | TETON COUNTY INTEGRATED   | 7430           | CARBOARD PICKUP SERVICE   | 07/01/2022   | 327.00             | 327.00      | 08/23/2022 |
| Total 581:  |                           |                |                           |              | 19,681.99          | 19,681.99   |            |
| 6813        | TETON COUNTY PLANNING & B | 205            | NEIGHBORHOOD PLAN         | 08/03/2022   | 1,527.47           | 1,527.47    | 08/31/2022 |

| Vendor      | Vendor Name               | Invoice Number | Description           | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|-----------------------|--------------|--------------------|-------------|------------|
| 6813        | TETON COUNTY PLANNING & B | 205B           | NEIGHBORHOOD PLAN     | 08/03/2022   | 5,657.53           | 5,657.53    | 08/31/2022 |
| Total 6813: |                           |                |                       |              | 7,185.00           | 7,185.00    |            |
| 392         | TETON LITERACY CENTER     | 060922         | 3rd QUARTER           | 06/09/2022   | 13,400.00          | 13,400.00   | 08/31/2022 |
| Total 392:  |                           |                |                       |              | 13,400.00          | 13,400.00   |            |
| 268         | TETON MOTORS INC          | 205013844      | FOG LAMP              | 07/13/2022   | 144.28             | .00         |            |
| 268         | TETON MOTORS INC          | 20514065       | CREDIT                | 08/04/2022   | 144.28-            | .00         |            |
| 268         | TETON MOTORS INC          | 5102600 1      | KIT TPC103            | 06/14/2022   | 88.62              | .00         |            |
| 268         | TETON MOTORS INC          | 5103105        | N-STEP                | 07/26/2022   | 460.26             | .00         |            |
| 268         | TETON MOTORS INC          | 5103152        | TRANS OIL COOLER      | 07/29/2022   | 283.28             | .00         |            |
| 268         | TETON MOTORS INC          | 5103169        | CORE CREDIT           | 07/29/2022   | 2,000.00-          | .00         |            |
| 268         | TETON MOTORS INC          | 5103268        | N-LEVER               | 08/08/2022   | 78.75              | .00         |            |
| 268         | TETON MOTORS INC          | 5103409 1      | JACK ASY KIT          | 08/19/2022   | 132.82             | .00         |            |
| 268         | TETON MOTORS INC          | 6160926/1      | PROGRAMMING           | 07/28/2022   | 183.60             | .00         |            |
| Total 268:  |                           |                |                       |              | 772.67-            | .00         |            |
| 154         | THE CHILDREN'S LEARNING C | 073122         | first quarter         | 08/30/2022   | 29,252.75          | 29,252.75   | 08/31/2022 |
| Total 154:  |                           |                |                       |              | 29,252.75          | 29,252.75   |            |
| 3727        | TREFREN, TRACEY           | 082222         | REIMBURSE FOR FOOD    | 08/22/2022   | 17.53              | 17.53       | 08/31/2022 |
| Total 3727: |                           |                |                       |              | 17.53              | 17.53       |            |
| 7098        | TRIPLE L LUMBER COMPANY   | 8666           | 2X8 BAND SAWN         | 08/15/2022   | 12,055.68          | 12,055.68   | 08/31/2022 |
| Total 7098: |                           |                |                       |              | 12,055.68          | 12,055.68   |            |
| 3881        | VALLEY OFFICE SYSTEMS     | AR1084071      | COLOR COPIER          | 07/26/2022   | 52.53              | 52.53       | 08/31/2022 |
| Total 3881: |                           |                |                       |              | 52.53              | 52.53       |            |
| 3070        | VALLEY WEST ENGINEERING,  | 1659           | Rancher Street        | 08/15/2022   | 2,263.59           | 2,263.59    | 08/31/2022 |
| 3070        | VALLEY WEST ENGINEERING,  | 1659           | Rancher Street        | 08/15/2022   | 10,083.28          | 10,083.28   | 08/31/2022 |
| 3070        | VALLEY WEST ENGINEERING,  | 1659           | Rancher Street        | 08/15/2022   | 1,371.88           | 1,371.88    | 08/31/2022 |
| Total 3070: |                           |                |                       |              | 13,718.75          | 13,718.75   |            |
| 7093        | VASIN, PAVEL              | 081822         | RECRUITMENT REIMBURSE | 08/18/2022   | 48.40              | 48.40       | 08/31/2022 |
| 7093        | VASIN, PAVEL              | 081822         | CDL REIMBURSEMENT     | 08/18/2022   | 132.24             | 132.24      | 08/31/2022 |
| Total 7093: |                           |                |                       |              | 180.64             | 180.64      |            |
| 1949        | VERIZON WIRELESS          | 9912479808     | MONTHLY SERVICES      | 08/01/2022   | 6,830.76           | 6,830.76    | 08/31/2022 |
| Total 1949: |                           |                |                       |              | 6,830.76           | 6,830.76    |            |
| 3420        | VISA                      | Admin 1 2963   | pinky g's             | 07/24/2022   | 131.33             | 131.33      | 08/31/2022 |
| 3420        | VISA                      | Admin 1 2963   | teton county clerk    | 07/24/2022   | 104.55             | 104.55      | 08/31/2022 |
| 3420        | VISA                      | Admin 1 2963   | staples               | 07/24/2022   | 17.99              | 17.99       | 08/31/2022 |
| 3420        | VISA                      | Admin 1 2963   | target                | 07/24/2022   | 113.72             | 113.72      | 08/31/2022 |
| 3420        | VISA                      | Admin 1 2963   | coolworks             | 07/24/2022   | 159.00             | 159.00      | 08/31/2022 |
| 3420        | VISA                      | Admin 1 2963   | smiths                | 07/24/2022   | 123.96             | 123.96      | 08/31/2022 |
| 3420        | VISA                      | Admin 1 2963   | coolworks             | 07/24/2022   | 318.00             | 318.00      | 08/31/2022 |

| Vendor    | Vendor Name | Invoice Number  | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-----------|-------------|-----------------|---------------------------|--------------|--------------------|-------------|------------|
| 3420 VISA |             | Admin 1 2963    | ny city sub shop          | 07/24/2022   | 100.00             | 100.00      | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | jim's trophy rom          | 07/24/2022   | 205.36             | 205.36      | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | dollar store              | 07/24/2022   | 5.30               | 5.30        | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | indeed                    | 07/24/2022   | 303.50             | 303.50      | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | indeed                    | 07/24/2022   | 511.31             | 511.31      | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | staples                   | 07/24/2022   | 39.99              | 39.99       | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | skinny skis               | 07/24/2022   | 100.00             | 100.00      | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | carquest                  | 07/24/2022   | 12.06              | 12.06       | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | we cater jh               | 07/24/2022   | 1,232.00           | 1,232.00    | 08/31/2022 |
| 3420 VISA |             | Admin 1 2963    | rad power bikes           | 07/24/2022   | 1,678.00           | 1,678.00    | 08/31/2022 |
| 3420 VISA |             | Animal 2344 07  | animal shelter supplies   | 07/24/2022   | 323.80             | 323.80      | 08/31/2022 |
| 3420 VISA |             | Animal 2344 07  | ace hardware              | 07/24/2022   | 23.31              | 23.31       | 08/31/2022 |
| 3420 VISA |             | Animal 2344 07  | animal shelter supplies   | 07/24/2022   | 310.91             | 310.91      | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | bubbba                    | 07/24/2022   | 51.62              | 51.62       | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | costco                    | 07/24/2022   | 59.17              | 59.17       | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | iapc                      | 07/24/2022   | 625.00             | 625.00      | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | canva                     | 07/24/2022   | 119.40             | 119.40      | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | credit delta              | 07/24/2022   | 690.30-            | 690.30-     | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | albertsons                | 07/24/2022   | 120.38             | 120.38      | 08/31/2022 |
| 3420 VISA |             | Chief 1115 07/2 | the lodge at jackson hole | 07/24/2022   | 1,593.96           | 1,593.96    | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | alterations by carmen     | 07/24/2022   | 167.48             | 167.48      | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | revzilla                  | 07/24/2022   | 167.99             | 167.99      | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | online web services       | 07/24/2022   | 1,250.00           | 1,250.00    | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | the wort                  | 07/24/2022   | 200.53             | 200.53      | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | galls                     | 07/24/2022   | 185.03             | 185.03      | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | blue media 360            | 07/24/2022   | 85.75              | 85.75       | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | albertsons                | 07/24/2022   | 142.46             | 142.46      | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | smiths                    | 07/24/2022   | 25.43              | 25.43       | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | albertsons                | 07/24/2022   | 34.89              | 34.89       | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | smiths                    | 07/24/2022   | 185.67             | 185.67      | 08/31/2022 |
| 3420 VISA |             | Finance 2179 0  | wort                      | 07/24/2022   | 89.20              | 89.20       | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | portland labs             | 07/24/2022   | 90.00              | 90.00       | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | amazon                    | 07/24/2022   | 162.99             | 162.99      | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | iphone payment            | 07/24/2022   | 139.00             | 139.00      | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | antler motel              | 07/24/2022   | 361.60             | 361.60      | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | godaddy                   | 07/24/2022   | 709.92             | 709.92      | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | sp owl labs               | 07/24/2022   | 1,949.00           | 1,949.00    | 08/31/2022 |
| 3420 VISA |             | IT 6908 07/24/2 | amazon                    | 07/24/2022   | 4,405.66           | 4,405.66    | 08/31/2022 |
| 3420 VISA |             | LT 2 1123 07/2  | in crimetech              | 07/24/2022   | 43.90              | 43.90       | 08/31/2022 |
| 3420 VISA |             | LT 2 1123 07/2  | sp forensics              | 07/24/2022   | 258.84             | 258.84      | 08/31/2022 |
| 3420 VISA |             | LT 2 1123 07/2  | target                    | 07/24/2022   | 68.09              | 68.09       | 08/31/2022 |
| 3420 VISA |             | LT 2 1123 07/2  | ace hardware              | 07/24/2022   | 76.27              | 76.27       | 08/31/2022 |
| 3420 VISA |             | LT 2 1123 07/2  | shell oil                 | 07/24/2022   | 69.23              | 69.23       | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | amazon                    | 07/24/2022   | 413.17-            | 413.17-     | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | amazon                    | 07/24/2022   | 12.71              | 12.71       | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | ups                       | 07/24/2022   | 16.15              | 16.15       | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | amazon                    | 07/24/2022   | 398.39             | 398.39      | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | amazon                    | 07/24/2022   | 61.42              | 61.42       | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | ups                       | 07/24/2022   | 14.09              | 14.09       | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | ups                       | 07/24/2022   | 19.87              | 19.87       | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | amazon                    | 07/24/2022   | 136.73             | 136.73      | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | broulims                  | 07/24/2022   | 206.77             | 206.77      | 08/31/2022 |
| 3420 VISA |             | PD 3 0355 07/2  | amazon                    | 07/24/2022   | 121.88             | 121.88      | 08/31/2022 |
| 3420 VISA |             | Planning 1 609  | canva                     | 07/24/2022   | 129.99             | 129.99      | 08/31/2022 |
| 3420 VISA |             | Planning 1 609  | amazon                    | 07/24/2022   | 172.75-            | 172.75-     | 08/31/2022 |
| 3420 VISA |             | Planning 1 609  | amazon                    | 07/24/2022   | 132.48             | 132.48      | 08/31/2022 |
| 3420 VISA |             | Planning 1 609  | mail chimp                | 07/24/2022   | 59.00              | 59.00       | 08/31/2022 |
| 3420 VISA |             | Planning 1 609  | casper star tribune       | 07/24/2022   | 9.99               | 9.99        | 08/31/2022 |

| Vendor                          | Vendor Name | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------------------------|-------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 3420 VISA                       |             | Planning 1 609 | amazon                     | 07/24/2022   | 7.14               | 7.14        | 08/31/2022 |
| 3420 VISA                       |             | Planning 1 609 | american planning          | 07/24/2022   | 531.00             | 531.00      | 08/31/2022 |
| 3420 VISA                       |             | Planning 1 609 | eb mountain towns          | 07/24/2022   | 400.00             | 400.00      | 08/31/2022 |
| 3420 VISA                       |             | Planning 1 609 | international code council | 07/24/2022   | 1,117.20-          | 1,117.20-   | 08/31/2022 |
| 3420 VISA                       |             | Planning 1 609 | survey monkey              | 07/24/2022   | 2,700.00           | 2,700.00    | 08/31/2022 |
| 3420 VISA                       |             | Planning 1 609 | amazon                     | 07/24/2022   | 29.14              | 29.14       | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | C&B operations             | 07/24/2022   | 108.98             | 108.98      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | albertsons                 | 07/24/2022   | 9.99               | 9.99        | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | electric motor service     | 07/24/2022   | 595.00             | 595.00      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | knox company               | 07/24/2022   | 490.00             | 490.00      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | whole foods                | 07/24/2022   | 59.20              | 59.20       | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | radwell                    | 07/24/2022   | 687.48             | 687.48      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | b&c technologies           | 07/24/2022   | 255.28             | 255.28      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | rad power bikes            | 07/24/2022   | 132.96             | 132.96      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | picas                      | 07/24/2022   | 104.06             | 104.06      | 08/31/2022 |
| 3420 VISA                       |             | PW 1 8144 07/  | picas                      | 07/24/2022   | 17.55              | 17.55       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | 5.11 inc                   | 07/24/2022   | 234.68             | 234.68      | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | wendy's                    | 07/24/2022   | 21.17              | 21.17       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | mackenzie river            | 07/24/2022   | 37.43              | 37.43       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | canva                      | 07/24/2022   | 119.99             | 119.99      | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | olive garden               | 07/24/2022   | 48.79              | 48.79       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | mackenzie river            | 07/24/2022   | 43.46              | 43.46       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | shell                      | 07/24/2022   | 86.76              | 86.76       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | amazon                     | 07/24/2022   | 450.45             | 450.45      | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | amazon                     | 07/24/2022   | 84.70              | 84.70       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | hampton inn                | 07/24/2022   | 325.44             | 325.44      | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | buffalo wild wings         | 07/24/2022   | 59.66              | 59.66       | 08/31/2022 |
| 3420 VISA                       |             | Sergeant 1064  | 5.11 inc                   | 07/24/2022   | 78.22              | 78.22       | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | ace hardware               | 07/24/2022   | 6.36-              | 6.36-       | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | albertsons                 | 07/24/2022   | 42.13              | 42.13       | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | amazon                     | 07/24/2022   | 5.82               | 5.82        | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | staples                    | 07/24/2022   | 41.29              | 41.29       | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | dollar store               | 07/24/2022   | 2.65               | 2.65        | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | staples                    | 07/24/2022   | 21.98              | 21.98       | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | creekside                  | 07/24/2022   | 232.22             | 232.22      | 08/31/2022 |
| 3420 VISA                       |             | START 2 1214   | staples                    | 07/24/2022   | 23.30              | 23.30       | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | staples                    | 07/24/2022   | 156.83             | 156.83      | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | antler inn                 | 07/24/2022   | 497.20             | 497.20      | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | coca-cola                  | 07/24/2022   | 98.00              | 98.00       | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | coca-cola                  | 07/24/2022   | 18.10              | 18.10       | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | madd                       | 07/24/2022   | 65.00              | 65.00       | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | usps                       | 07/24/2022   | 60.00              | 60.00       | 08/31/2022 |
| 3420 VISA                       |             | VS 9126 07/24/ | creekside                  | 07/24/2022   | 54.46              | 54.46       | 08/31/2022 |
| Total 3420:                     |             |                |                            |              | 27,209.75          | 27,209.75   |            |
| 5022 VISION SERVICE PLAN - (WY) |             | 815380246      | JULY PREMIUM               | 07/01/2022   | 1,560.11           | 1,560.11    | 08/31/2022 |
| 5022 VISION SERVICE PLAN - (WY) |             | 815609156      | AUGUST PREMIUM             | 07/17/2022   | 1,767.73           | 1,767.73    | 08/31/2022 |
| Total 5022:                     |             |                |                            |              | 3,327.84           | 3,327.84    |            |
| 4848 WAMCO LAB, INC.            |             | 14644          | EFFLUENT TEST              | 08/10/2022   | 650.00             | 650.00      | 08/31/2022 |
| Total 4848:                     |             |                |                            |              | 650.00             | 650.00      |            |
| 6226 WEST COAST CODE CONSULT    |             | UT22-579-002   | MIXED USE DEVELOPMENT      | 03/08/2022   | 255.00             | 255.00      | 08/31/2022 |

| Vendor      | Vendor Name                | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total 6226: |                            |                |                           |              | 255.00             | 255.00      |            |
| 563         | WESTBANK SANITATION        | 4030536T022    | WWTP TRASH                | 08/01/2022   | 1,871.72           | 1,871.72    | 08/31/2022 |
| Total 563:  |                            |                |                           |              | 1,871.72           | 1,871.72    |            |
| 1640        | WESTERN STATE              | IN002090919    | PARTS KIT SERVICE         | 07/26/2022   | 344.18             | 344.18      | 08/31/2022 |
| 1640        | WESTERN STATE              | IN002100373    | FILTER AND OIL            | 08/02/2022   | 196.44             | 196.44      | 08/31/2022 |
| 1640        | WESTERN STATE              | IN002100477    | SERVICE CALL              | 08/03/2022   | 727.72             | 727.72      | 08/31/2022 |
| 1640        | WESTERN STATE              | IN002100480    | SERVICE CALL              | 08/03/2022   | 730.52             | 730.52      | 08/31/2022 |
| 1640        | WESTERN STATE              | IN00210475     | SERVICE CALL              | 08/03/2022   | 712.32             | 712.32      | 08/31/2022 |
| Total 1640: |                            |                |                           |              | 2,711.18           | 2,711.18    |            |
| 2802        | WESTWOOD CURTIS            | 082222         | aAPPLICATION 3            | 08/24/2022   | 125,013.01         | 125,013.01  | 08/31/2022 |
| 2802        | WESTWOOD CURTIS            | 082222         | aAPPLICATION 3            | 08/24/2022   | 90,913.50          | 90,913.50   | 08/31/2022 |
| 2802        | WESTWOOD CURTIS            | 082222         | aAPPLICATION 3            | 08/24/2022   | 97,425.00          | 97,425.00   | 08/31/2022 |
| Total 2802: |                            |                |                           |              | 313,351.51         | 313,351.51  |            |
| 472         | WHITE GLOVE CLEANING, INC. | 8263           | SHELTER CLEANING          | 07/31/2022   | 3,048.13           | 3,048.13    | 08/31/2022 |
| 472         | WHITE GLOVE CLEANING, INC. | 995B           | CLEANING SNOW KING Unit 3 | 06/30/2022   | 78.21              | 78.21       | 08/31/2022 |
| Total 472:  |                            |                |                           |              | 3,126.34           | 3,126.34    |            |
| 7081        | WILMA D SORSBY TRUST       | 081822         | WILSON SORSBY DEPOSIR     | 08/18/2022   | 3,000.00           | 3,000.00    | 08/19/2022 |
| 7081        | WILMA D SORSBY TRUST       | 081822         | AUGUST/SEPTEMBER RENT     | 08/18/2022   | 3,967.74           | 3,967.74    | 08/19/2022 |
| Total 7081: |                            |                |                           |              | 6,967.74           | 6,967.74    |            |
| 3619        | WY CHILD SUPPORT ENFORCE   | 081122         | case #209790              | 08/11/2022   | 146.76             | 146.76      | 08/11/2022 |
| 3619        | WY CHILD SUPPORT ENFORCE   | 08242022       | case #209790              | 08/24/2022   | 146.76             | 146.76      | 08/24/2022 |
| Total 3619: |                            |                |                           |              | 293.52             | 293.52      |            |
| 4139        | WY WORKERS' SAFETY & COM   | 083122         | SEPTEMBER PREMIUM         | 08/31/2022   | 17,550.02          | 17,550.02   | 08/31/2022 |
| Total 4139: |                            |                |                           |              | 17,550.02          | 17,550.02   |            |
| 7071        | WYOMING DEPARTMENT OF E    | 071922         | PERMIT FOR THAW WELL      | 06/30/2022   | 1,000.00           | 1,000.00    | 08/23/2022 |
| Total 7071: |                            |                |                           |              | 1,000.00           | 1,000.00    |            |
| 4198        | WYOMING FIRST AID & SAFETY | 80001008       | first aid kit resupply    | 08/23/2022   | 139.39             | 139.39      | 08/31/2022 |
| Total 4198: |                            |                |                           |              | 139.39             | 139.39      |            |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2528           | SERVICE CALL              | 08/03/2022   | 1,232.00           | 1,232.00    | 08/31/2022 |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2529           | SERVICE CALL              | 08/04/2022   | 915.50             | 915.50      | 08/31/2022 |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2541           | SERVICE CALL              | 08/11/2022   | 1,295.50           | 1,295.50    | 08/31/2022 |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2542           | SERVICE CALL              | 08/15/2022   | 476.00             | 476.00      | 08/31/2022 |
| Total 5788: |                            |                |                           |              | 3,919.00           | 3,919.00    |            |
| 7065        | WYOMING LAW ENFORCEMEN     | C-1176         | advanced course-holcomb   | 07/20/2022   | 675.00             | 675.00      | 08/31/2022 |



| Vendor        | Vendor Name                | Invoice Number | Description          | Invoice Date | Net Invoice Amount | Amount Paid  | Date Paid  |
|---------------|----------------------------|----------------|----------------------|--------------|--------------------|--------------|------------|
| Total 7065:   |                            |                |                      |              | 675.00             | 675.00       |            |
| 329           | WYOMING RETIREMENT SYST    | 228127         | AUGUST CONTRIBUTIONS | 08/31/2022   | 34,264.21          | 34,264.21    | 08/31/2022 |
| 329           | WYOMING RETIREMENT SYST    | 228128         | AUGUST CONTRIBUTIONS | 08/31/2022   | 34,738.13          | 34,738.13    | 08/31/2022 |
| 329           | WYOMING RETIREMENT SYST    | 228129         | AUGUST CONTRIBUTIONS | 08/31/2022   | 68,482.12          | 68,482.12    | 08/31/2022 |
| Total 329:    |                            |                |                      |              | 137,484.46         | 137,484.46   |            |
| 3767          | XYLEM CCI                  | 954577         | ELECTRODE KIT        | 08/03/2022   | 62.00              | 62.00        | 08/31/2022 |
| Total 3767:   |                            |                |                      |              | 62.00              | 62.00        |            |
| 2842          | YELLOW IRON EXCAVATION, LL | 73007          | 915 simon lane       | 07/31/2022   | 40.00              | 40.00        | 08/31/2022 |
| 2842          | YELLOW IRON EXCAVATION, LL | 73317          | 155 E PEARL          | 07/31/2022   | 120.00             | 120.00       | 08/31/2022 |
| 2842          | YELLOW IRON EXCAVATION, LL | 73319          | SNOW KING TRASH      | 07/31/2022   | 640.00             | 640.00       | 08/31/2022 |
| Total 2842:   |                            |                |                      |              | 800.00             | 800.00       |            |
| Grand Totals: |                            |                |                      |              | 2,977,318.09       | 1,778,090.76 |            |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

# STAFF REPORT



|                               |                                                                                                   |                        |                         |
|-------------------------------|---------------------------------------------------------------------------------------------------|------------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                                                 | <b>Meeting Title:</b>  | Council Regular Meeting |
| <b>Submitting Department:</b> | Planning Department                                                                               | <b>Presenter:</b>      | Paul Anthony            |
| <b>Agenda Item:</b>           | P22-186 TEMPORARY SIGN PERMIT<br>Art Association of Jackson Hole –<br>September Arts on the Green | <b>Public Comment:</b> | Yes                     |

## **Purpose & Policy Considerations.**

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

## **Requested Action.**

Art Association of Jackson Hole has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their September Arts of the Green event (see attached for design details).

- 105 Buffalo Way, Albertson's during:
  - September 7, 2022 – September 12, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

## **Recommendations.**

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

- 105 Buffalo Way, Albertson's during:
  - September 7, 2022 – September 12, 2022

## **Background.**

NA

## **Analysis.**

NA

## **Alternatives (Optional).**

NA

**Fiscal Impact.**

None

**Staff Impact.**

Preparation of this report took approximately 2 hours of staff time to process.

**Attachments or Links.**

Applicant Submittal

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

I move to **approve** temporary banner application (P22-186) for Art Association of Jackson Hole September Arts on the Green, including the three conditions of approval recommended by the Planning Director in this staff report dated September 6, 2022.

**Albertson's**

**6' x 4'**

**Canvas**





## TEMPORARY SIGN PERMIT APPLICATION

### Planning & Building Department

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

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

#### EVENT NAME:

Event Name: Arts on the Green Physical Address of Event: 265 S. Cache St.  
Description of Event: Local artists selling handmade art; fundraising event  
Grand Opening ☐ Yes ☒ No

#### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Kaylee Pickett Phone: 307-733-6379, x7  
E-mail: 240 S. Glenwood St. ZIP: 83001  
kaylee@artassociation.org Non-Profit: ☒ For Profit: ☐

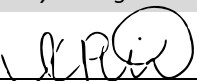
#### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: _____                                                           |
| Physical Address: <u>105 Buffalo Way</u>                                                         | Physical Address: _____                                                               |
| Dates of Display: <u>9/ /7/ /22 - 9/12/2022</u>                                                  | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                           |
| Physical Address: _____                                                                          | Physical Address: _____                                                               |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

#### SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.  
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

*Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.*

  
Signature of Authorized Event Applicant  
Kaylee Pickett  
Applicant Name Printed

7/20/2022  
Date  
Event Coordinator  
Title

# STAFF REPORT



|                               |                                                                  |                        |                         |
|-------------------------------|------------------------------------------------------------------|------------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                | <b>Meeting Title:</b>  | Council Regular Meeting |
| <b>Submitting Department:</b> | Planning Department                                              | <b>Presenter:</b>      | Paul Anthony            |
| <b>Agenda Item:</b>           | P22-187 TEMPORARY SIGN PERMIT<br>JH Classical Academy Open House | <b>Public Comment:</b> | Yes                     |

## **Purpose & Policy Considerations.**

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

## **Requested Action.**

Jackson Hole Classical Academy has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Open House event (see attached for design details).

- 105 Buffalo Way, Albertson's during:
  - November 1, 2022 – November 11, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

## **Recommendations.**

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
  - 105 Buffalo Way, Albertson's during:
    - November 1, 2022 – November 11, 2022

## **Background.**

NA

## **Analysis.**

NA

## **Alternatives (Optional).**

NA

**Fiscal Impact.**

None

**Staff Impact.**

Preparation of this report took approximately 2 hours of staff time to process.

**Attachments or Links.**

Applicant Submittal

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

I move to **approve** temporary banner application (P22-187) for Jackson Hole Classical Academy Open House, including the three conditions of approval recommended by the Planning Director in this staff report dated September 6, 2022.

Albertson's  
Vinyl  
96" x 144"



*Discover Classical Learning!*  
**OPEN HOUSE**

**Wednesday  
November 9 @ 5PM**

**JACKSON HOLE CLASSICAL ACADEMY**

RSVP: [jhclassical.org](http://jhclassical.org)





## TEMPORARY SIGN PERMIT APPLICATION

### Planning & Building Department

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

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

#### EVENT NAME:

Event Name: Fall Open House Physical Address of Event: 2500 S Park Loop Rd. Jackson Wy  
Description of Event: School open house with campus tours, teacher meet and greet, and classroom demos.  
Grand Opening ☐ Yes ☒ No ☐

#### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 7466 Phone: 307-201-5040  
E-mail: Jackson, WY 83002 ZIP:   
bsemco@jhclassical.org Non-Profit: ☒ For Profit: ☐

#### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: <u></u>                                                         |
| Physical Address: <u>105 Buffalo Way, Jackson, WY</u>                                            | Physical Address: <u></u>                                                             |
| Dates of Display: <u>11/1/22 - 11/10/22</u>                                                      | Dates of Display: <u></u>                                                             |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: <u></u>                                                                    | Business/Description: <u></u>                                                         |
| Physical Address: <u></u>                                                                        | Physical Address: <u></u>                                                             |
| Dates of Display: <u></u>                                                                        | Dates of Display: <u></u>                                                             |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

#### SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.  
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

*Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.*

Brittany Semco

Signature of Authorized Event Applicant

Brittany Semco

Applicant Name Printed

8/23/22

Date

Marketing & Event Manager

Title

# STAFF REPORT



|                               |                                                                                       |                        |                         |
|-------------------------------|---------------------------------------------------------------------------------------|------------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                                     | <b>Meeting Title:</b>  | Council Regular Meeting |
| <b>Submitting Department:</b> | Planning Department                                                                   | <b>Presenter:</b>      | Paul Anthony            |
| <b>Agenda Item:</b>           | P22-203 TEMPORARY SIGN PERMIT – Old Bill’s Fun Run (JH Historical Society and Museum) | <b>Public Comment:</b> | Yes                     |

## Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town’s sign standards.

## Requested Action.

The Jackson Hole Historical Society and Museum has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their support of Old Bill’s Fun Run fundraising event (see attached for design details).

- 175 E Broadway, JH History Museum during:
  - September 7, 2022 – September 16, 2022

Section 5.6.1.C.4.c of the Town’s Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

## Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following locations:

- 175 E Broadway, JH History Museum during:
  - September 7, 2022 – September 16, 2022

## Background.

NA

## Analysis.

NA

## Alternatives (Optional).

NA

**Fiscal Impact.**

None

**Staff Impact.**

Preparation of this report took approximately 2 hours of staff time to process.

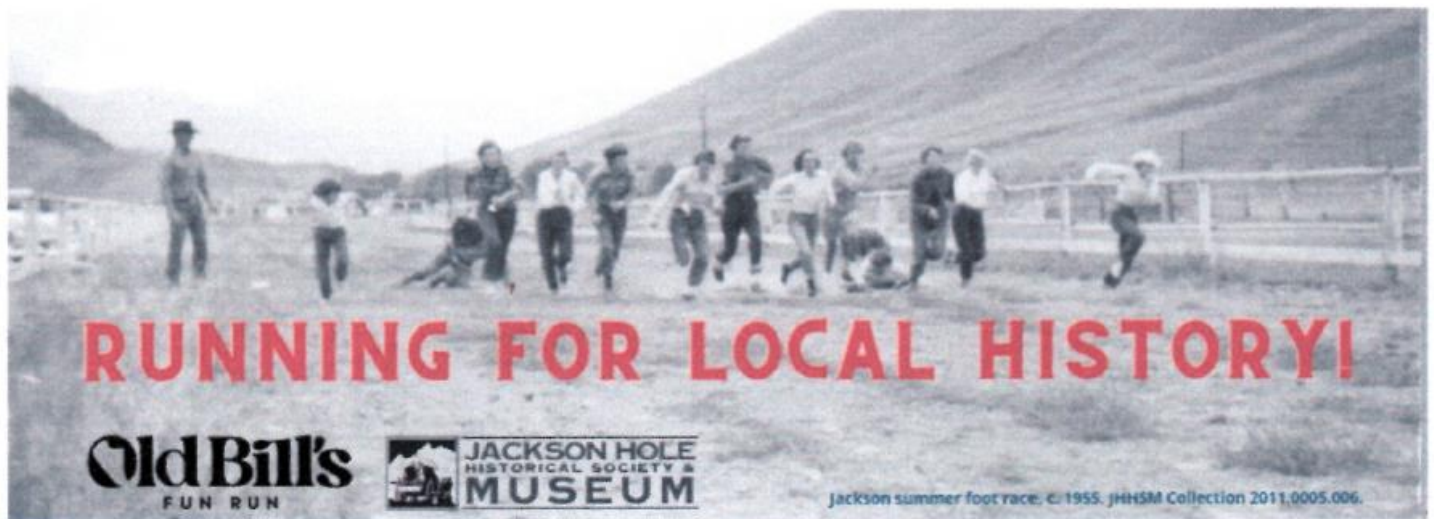
**Attachments or Links.**

Applicant Submittal

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

I move to **approve** temporary banner application (P22-203) for Jackson Hole Historical Society and Museum, including the three conditions of approval recommended by the Planning Director in this staff report dated September 6, 2022.

## JH History Museum



Banner size: W 83 inches x H 30 inches



## TEMPORARY SIGN PERMIT APPLICATION

### Planning & Building Department

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

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

#### EVENT NAME:

Event Name: Old Bills Fun Run Physical Address of Event: Jackson Elementary  
Description of Event: annual community fundraising event  
Grand Opening ☐ Yes ☒ No ☐ Community Foundation of Jackson Hole

#### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: 245 E Simpson Ave Phone: 307-739-1026  
E-mail: srees@cfjacksonhole.org ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

#### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Business/Description: <u>Jackson Hole History Museum</u>                                         | Business/Description: _____                                                           |
| Physical Address: <u>175 E Broadway</u>                                                          | Physical Address: _____                                                               |
| Dates of Display: <u>9/7/22 - 9/16/22</u>                                                        | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                           |
| Physical Address: _____                                                                          | Physical Address: _____                                                               |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                               |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> |

#### SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.  
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

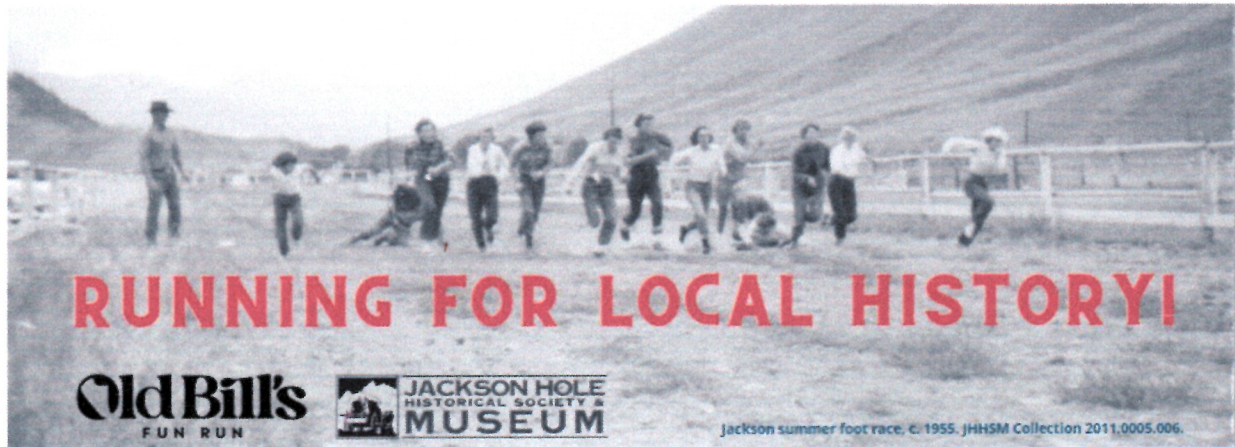
*Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize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

Morgan A. Jaouen  
Signature of Authorized Event Applicant  
Morgan Jaouen  
Applicant Name Printed

8/2/2022  
Date  
Executive Director  
Title



### Sign Illustration



Banner size: W 83 inches x H 30 inches

### Installation Specifications

- Sign will have grommets along the edges for hanging the sign on the construction fencing of the new Jackson Hole Historical Society and Museum building site.

# STAFF REPORT



|                               |                                                        |                       |                         |
|-------------------------------|--------------------------------------------------------|-----------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                      | <b>Meeting Title:</b> | Regular Meeting Consent |
| <b>Submitting Department:</b> | Administration                                         | <b>Presenter:</b>     | Carl Pelletier          |
| <b>Agenda Item:</b>           | Special Event: Gallery Wild Fall Arts Festival Parklet | <b>Public Comment</b> | Yes                     |

## **Purpose & Policy Considerations.**

The Mayor and Council consider all special event applications requesting temporary parking restrictions and Town equipment.

## **Requested Action.**

Staff is requesting Town Council to consider the special event application submitted by Gallery Wild for their "Fall Arts Festival Parklet" outdoor artist demonstrations.

## **Recommendations.**

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

## **Background.**

The applicant, Gallery Wild (80 West Broadway), requests permission to utilize 2 parking spaces in front of their business located on Glenwood Street from September 7, 2022 through September 20, 2022 between the hours of 10:00 A.M. and 8:00 P.M. The applicant is requesting the use of the spaces to all allow for artists to work outside. Some of the work that the artists will be doing will require outdoor space due to the nature of the creation of the art. The public is invited to observe. The art demonstration will provide an educational opportunity for the public and allow the public to interact with the artists.

The past two years the applicant has received permission to host similar events through the Parklet Application. This year the Town has requested that the applicant seek permission through a Special Event application.

The applicant requests the following in association with the event:

- Permission to close 2 parking spaces directly in front of their business located on Glenwood Street from 10:00 A.M. until 8:00 P.M. between the dates of September 7 and September 20, 2022.
- Permission to post "No Parking" signs in the proposed parking spaces. The applicant will be responsible for the production, posting, and removal of the signage.
- Permission to use Town of Jackson barricades and cones.

## **Analysis.**

The application has been submitted for review and comment to all Town departments.

## **Possible Alternatives.**

- Approve the request with modifications
- Deny the request
- Other

## **Comprehensive Plan & Priority Alignment.**

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

**Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community’s central Complete Neighborhood, a gateway to the nation’s parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson’s role as the central Complete Neighborhood.

**Policy 4.4.a: Maintain and improve public spaces**

Public spaces are the building blocks of a thriving community. Jackson’s public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

**Fiscal Impact.**

Fiscal impact includes income from a special event application fee of \$150.

**Staff Impact.**

- processing special event permit (approximately 30 minutes),
- preparation of staff report (approximately 1 hour),

In total approximately 1.5 hours of staff time split between town, county and joint departments.

**Conditions and Restrictions.**

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The event will be subject to the review of the Teton County Health Department.
2. The event shall abide by any state or local health order in place.
3. The applicant shall clean up immediately after the event and shall be responsible for the collection and removal of all trash generated by the event.
4. The applicant shall coordinate all food service with Teton County Public Health prior to serving food to the public.
5. Insurance: An insurance certificate that names the “Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers” and states that coverage is primary and non-contributory is required at least one week prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
6. The applicant shall not block any sidewalk or obstruct pedestrian traffic.
7. The applicant shall maintain an emergency vehicle access lane during the event.
8. Banners are not permitted unless approved in advance by separate application to the Planning and Building Department.
9. All power or sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.



10. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
11. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
12. All electrical/temporary power shall be in accordance with the National Electric Code and subject to inspection from this Department (IFC 605.9).
13. Appropriate signage will be erected to regulate, warn, and guide traffic. The applicant shall coordinate traffic control, including parking, with the Police Department at least one week before the event start date, and is responsible for the production, as well as the physical placement and removal of, all signage required by the Police Department pursuant to this condition.
14. An adequate number of designated handicapped parking spaces shall be established in the vicinity of the event.

**Attachments or Links.**

Special Event Application

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

I move to approve the special event application made by Gallery Wild for their “Fall Arts Festival Parklet” for outdoor artist demonstrations from September 7, 2022 through September 20, 2022 between the hours of 10:00 A.M. and 8:00 P.M subject to the conditions and restrictions listed in the staff report.

# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)



**A completed application  
must be submitted at least  
21 days prior to your event.**

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: Fall Arts Artist Parklet

Name of Organization: Gallery Wild

Type of Organization: ☐ Non-Profit ☐ Public Agency ☒ For-Profit Business

Mailing Address: PO Box 2775

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Jason Williams

Email Address: info@gallerywild.com

Work Phone: 3072032322 Cell Phone: 3076909429

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☒ Other: Public Art Demonstrations

Description & Purpose of Event *(Attach additional sheets if necessary):* \_\_\_\_\_

Space for artists to work and interact with the public during Fall Arts Festival

Location of Event: Gallery Wild Alternative Location: N/A

Date(s) of Event: 9/7/22 - 9/18/22 Event Operating Hours: 10am-8pm

Event Set Up Begins Date: September 06, 2022 Time: 10am

Event Clean Up Ends Date: September 19, 2022 Time: 10am

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 200 Total Event: ~2400

Special Considerations (check all that apply):

- |                                              |                                                    |                                                |
|----------------------------------------------|----------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling          | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales         | <input type="checkbox"/> Recurring Event       |
| <input type="checkbox"/> Ticketed Admission  | <input type="checkbox"/> Sound Amplification       | <input type="checkbox"/> Pets or Animals       |
| <input checked="" type="checkbox"/> Tents    | <input checked="" type="checkbox"/> Street Closure | <input type="checkbox"/> Sidewalk Closure      |
| <input type="checkbox"/> Overnight Parking   | <input type="checkbox"/> Overnight RV Camping      | <input type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): \_\_\_\_\_

***All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.***

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Carrie Wild Cell Phone: 3076992077

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |                                                         |                                                           |
|---------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Tents (X)           | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)          | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)           | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)        | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)          | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)           | <input checked="" type="checkbox"/> Barricades (B)        |
| <input type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

***Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.***

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

First two spaces on S Glenwood outside Gallery Wild 9/6/22 10am 9/19/22 6pm

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: 2 parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted?

☐ Yes ☐ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☒ No

# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

\_\_\_\_\_ Large Street Barricades

\_\_\_\_\_ "Road Closed" Street Signs

\_\_\_\_\_ Small Sidewalk Barricades

\_\_\_\_\_ "Local Traffic Only" Street Signs

\_\_\_\_\_ 28 Inch Street Cones

\_\_\_\_\_ "Detour" Street Signs

\_\_\_\_\_ Candlestick Cones

\_\_\_\_\_ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

(307) 733-1430

☐ Event Security

☐ Mounted Horse Patrol

☐ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☐ General Presence

☐ Towing / Ticketing

☒ Assistance with  
Parking Closures

☐ Assistance with  
Street Closures

Please describe in detail your request: \_\_\_\_\_

We will need the area we are aloud to use to be delineated \_\_\_\_\_

**The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.**



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: \_\_\_\_\_

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: \_\_\_\_\_

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☐ Yes ☒ No

If "Yes", please indicate times: Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Will your event feature any musical entertainment? ☐ Yes ☒ No

*If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.*

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

*A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.*

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No

# Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: \_\_\_\_\_ Number of ADA Accessible Portable Toilets: \_\_\_\_\_

If "No", please explain: \_\_\_\_\_

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**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: \_\_\_\_\_

Restroom Drop off / Pick Up Date for Drop Off: \_\_\_\_\_ Time for Drop Off: \_\_\_\_\_

Date for Pick Up: \_\_\_\_\_ Time for Pick Up: \_\_\_\_\_

## ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes

☒ No

If "Yes", what will be offered in addition to beer? \_\_\_\_\_

*If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.*



# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? \_\_\_\_\_

How many trash receptacles will be supplied for your event? \_\_\_\_\_

When will the trash receptacles be delivered? \_\_\_\_\_

When will the trash receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for the collection and removal of trash during your special event:

No distribution of food related or other goods will take place in the parklet and no recycling or trash outside of normal gallery operation will be generated or needed.

***Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.***

# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan?

☐ Yes

☒ No

If "Yes" which company will you be using? \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? \_\_\_\_\_

When will these recycling receptacles be delivered? \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for collection and removal of recyclable materials during your special event:  
No distribution of food related goods will take place in the parklet and no recycling or trash outside of normal gallery operation will be generated or needed.

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*

---

# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

There are no changes, we are using the same planter barriers and tents.

## STANDARD CONDITIONS OF APPROVAL

***Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.***

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: JW

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: JW \_\_\_\_\_



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: JW

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: JW \_\_\_\_\_

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: JW \_\_\_\_\_



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: \_\_\_\_\_

Signature

APPLICANT: Jason Williamss

Printed Name

DATE: 08/17/2022

TITLE: Owner



# STAFF REPORT



|                               |                                   |                       |                         |
|-------------------------------|-----------------------------------|-----------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                 | <b>Meeting Title:</b> | Regular Meeting Consent |
| <b>Submitting Department:</b> | Administration                    | <b>Presenter:</b>     | Carl Pelletier          |
| <b>Agenda Item:</b>           | Special Event: Fall Arts Festival | <b>Public Comment</b> | Yes                     |

## Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, Town personnel, the closure and restricted use of Town streets, temporary parking restrictions, and temporary relief from Town ordinances.

## Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Jackson Hole Chamber of Commerce to host the Fall Arts Festival from September 7 through September 18, 2022.

## Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

## Background.

The Jackson Hole Chamber of Commerce is requesting the use of Deloney Street (between Cache and Center) as well the inside of the Town Square.

### Deloney Street Closure Request

- Close Deloney Street (including parking) between Cache and Center starting at approximately 6:00 AM on Friday, September 16 through approximately 5:00 PM on Saturday, September 17. A large tent will be erected on Friday night.
- Permission to host a small reception for the artists and buyers in the tent on Deloney Street on Friday, September 16 between the hours of 5:00 PM until 7:00 PM. Permission for food and drink to be served on Deloney in the tent area. This would require a temporary exemption from Municipal Code prohibiting open alcohol on public streets.
- Since Deloney Street between Cache and Center will be utilized by the Fall Arts Festival the organizers are requesting that an additional portion of Deloney (between Center Street and King Street) be closed and utilized by the Farmer's Market. The Farmer's Market typically utilizes the space requested by the Fall Arts Festival for the Quick Draw. The Farmer's Market indicated that they would be able to move down Deloney Street to the east. The closure for this portion of Deloney Street would remain consistent with normal Market closures (from approximately 6:00 AM to 1:00 PM on Saturday, September 17).

### Town Square Request

- The Chamber of Commerce is requesting permission for exclusive use of the inside of the Town Square (George Washington Memorial Park) on Saturday, September 17 between the hours of 8:00 AM and 1:00 PM for the artists and 100 individuals who will be bidding on the artwork that is painted during this time.

### Additional Requests

- Permission to place a pop-up 10x10 tent on the Town Square boardwalk near the intersection of Broadway and Cache in order to sell Fall Arts Festival posters and provide general information about the Fall Arts Festival between the hours of 8:00 PM and 5:00 PM between the dates of September 7 – September 18, 2022. This pop-up is currently in place and used as a general information booth by the Chamber of Commerce.

- A temporary sign permit for a sign to be placed at Albertsons from September 6 – September 18
- A temporary sign permit for a sign to be placed on the above tent at the Town Square stating “Fall Arts Festival tickets & information” and our major sponsors.
- Permission for amplified sound at the Center for the Arts lawn between the hours of 9:00 AM – 4:00 PM on Sunday, September 11, 2022.
- A temporary sign permit for 2 stand-up banners to be placed on Town Square from September 7 – September 18, 2022 with a QR code for festival information.

#### Schedule of Fall Arts Festival Events:

- Palates & Palettes Gallery Walk  
Date: Friday, September 9, 2022, 5-7 PM  
Location: Various galleries throughout town.  
Estimated attendance: 1,000  
Description of Event: Palates & Palettes is a gallery walk to engage locals and visitors with 15+ fine art galleries in Jackson. This free event allows attendees to walk to participating galleries, shop local fine art, and sample catering and alcoholic beverages from local restaurants. All alcohol will be served by local restaurants and catering companies with TIPS-certified staff who will be thoroughly checking IDs.  
Request from the Town: Catering / alcohol permit.
- Arts on the Green  
Date: Sunday, September 11, 2022, 9 AM – 4 PM  
Location: Center for the Arts Lawn  
Estimated attendance: 1,000  
Description of Event: Arts on the Green is a renamed and revamped version of the previous art fair called “Takin’ It to the Streets”. Local artists showcase and sell their work from 10x10 tents on the Center for the Arts Lawn. Live entertainment from local singer / songwriters will be showcased on the Center for the Arts Patio throughout the afternoon. Beer & wine bar available throughout the afternoon, served by TIPS certified bartenders.  
Request from the Town: Catering / alcohol permit. Vendor license to sell art at the event (Art Association to handle). Signage on Town Square to promote the local art fair. Amplified sound.
- Jackson Hole QuickDraw  
Date: Saturday, September 17, 2022, 8 AM – 1 PM  
Location: Inside Town Square and Deloney Ave.  
Estimated attendance: 1,000  
Description of Event: The main event for The Jackson Hole Fall Arts Festival, the QuickDraw features 30 artists completing paintings or sculptures on Town Square in 90 minutes. Artists will complete their works from 8 – 9:30 am, then from 9:30 – 10:30 am the finished artwork will be on display in the Square. Starting at 10:30 am, all works will be auctioned live in a 40x120 tent on Deloney. The QuickDraw is open to spectators free of charge. The auction tent is restricted to 250 guests who have purchased bidder paddles for \$50 each. The QuickDraw auction tent will have a champagne bar for guests, served by TIPS-certified bartenders. There will also be a VIP lounge as part of the QuickDraw auction tent, serving very light brunch food.  
Request from the Town: Street closure (including parking) of Deloney from 5 am on Friday, September 16 – 5 pm on Saturday, September 17. Use of Town Square with 10x10 tents and amplified sound. Catering / alcohol permit.
- Sunday Art Brunch

Date: Sunday, September 18, 2022, 10 AM – 2 PM

Location: Participating galleries

Estimated attendance: 1,000

Description of Event: The Sunday Art Brunch is a gallery walk to attract potential buyers to 10+ fine art galleries in Jackson. This free event allows attendees to walk to participating galleries, shop local fine art, and get brunch bites and beverages. All alcohol will be provided by a local liquor store and served by certified gallery employees checking IDs.

Request from the Town: Catering / alcohol permit.

- **Wine Down Wednesdays**  
Wednesday, September 7. Private event inside the Wort Hotel
- **Western Design Conference**  
Thursday, September 8 – Sunday, September 11. Ticketed event inside Snow King Event Center.
- **Sponsor Appreciation Event**  
Saturday, September 10. Small, private event at Jackson Hole Winery (TBC)
- **Poster Signing**  
Wednesday, September 14. Open event inside Mountain Trails Gallery.
- **A Night with the Artist**  
Wednesday, September 14. Private event inside Mountain Trails Gallery.
- **Western Visions Show & Sale**  
Thursday, September 15. Ticketed event at the National Museum of Wildlife Art.
- **Showcase of Homes**  
Friday, September 16. Ticketed event at private residences.
- **QuickDraw Artist Reception**  
Friday, September 16. Ticketed event at Cloudveil Rooftop.

This application has been submitted to all Town departments for review.

### **Analysis.**

The plans submitted by the applicant has been reviewed by all Town Departments.

- **Possible Alternatives.**  
Approve the request with modifications
- Deny the request
- Other .

### **Comprehensive Plan & Priority Alignment.**

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

**Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

**Policy 4.4.a: Maintain and improve public spaces**

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

**Fiscal Impact.**

Direct income includes income from the Exposition Business License (\$123), a catering permit (\$40) and a special event permit (\$27).

**Staff Impact.**

- processing catering permits and exposition permits (approximately 30 minutes),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 3 hours of total staff time),
- preparation of staff report (approximately 1 hour),
- Parks and Recreation providing access to electricity (approximately 30 minutes)

In total approximately 5.5 hours of staff time split between town, county and joint departments.

**Conditions and Restrictions.**

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. Four handicap spots shall be posted in the indicated reserved parking areas.
2. The drop off area on Cache Street is for drop-off only. No parking is permitted. The applicant shall be responsible for the collection and removal of all trash and recycled material generated by the events. Additional trash receptacles are required at food areas. The applicant shall be responsible for all clean up, which shall be completed immediately after each event.
3. All power needs and irrigation locates must be coordinated with Parks & Recreation at least five (5) business days prior to set up of the event; otherwise, no stakes for tents or any other item may be placed in the ground (733-5056).
4. Applicant shall coordinate all use of the Town Square with the Parks & Recreation Department and utilize all recommendations for turf protection.
5. There shall be no alterations to the amenities to the park without prior approval from the park superintendent.
6. Vehicles may not be driven into the park.
7. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
8. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

9. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
10. The applicant shall apply and pay for all licenses and/or permits prior to the events.
11. All event banners shall be subject to the approval of the Planning and Building Department.
12. Applicant shall abide by all Fire Department Restrictions including:
  - a. **Fire department access roads** shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. *All streets in the square apply and shall maintain emergency vehicle access toward the business side of the street.*
  - b. All **tents having an area in excess of 200 square feet** shall require advance permitting through this Department *unless open on all sides* (IFC 105.6.43).
  - c. **Tents which can hold over 50** or more occupants must provide this Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6). *Please note this tent requirement on tents of approximately 750 square feet or more.*
  - d. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
  - e. **Tents must meet the flame propagation performance** criteria of NFPA 701 (IFC 3104.2).
  - f. **Combustible materials** shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
  - g. **Smoking shall not be permitted** in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
  - h. All **open flame devices are strictly prohibited** within tents unless approved by the fire code official (IFC 3104.7) *See cooking requirement below.*
  - i. Portable 2A:10B-C **fire extinguishers shall be provided**, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12). *All tents with cooking shall have minimum one fire extinguisher.*
  - j. Any **cooking** performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7). *Cooking tents must be located at least 10 feet from other tents, measured from tent edge to tent edge.*
  - k. **Generators and other internal combustion power sources** shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
  - l. All **electrical/temporary power** shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
13. The applicant shall advise and instruct all participants on the conditions, restrictions, prohibitions and responsibilities imposed on these events and assist in their enforcement.
14. The applicant and all participants shall conduct all activities in a responsible, professional and timely manner.
15. Appropriate signage will be erected to regulate, warn, and guide traffic. The applicant shall coordinate traffic control, including parking, with the Police Department at least one week before the event start date, and is responsible for the production, as well as the physical placement and removal of, all signage required by the Police Department pursuant to this condition.
16. The applicant shall be responsible for the timely set up and removal of barricades for the street closures.
17. The applicant will be responsible for picking up and returning all barricades to the Public Works Department.
18. Applicant shall advise all galleries and other participants in the Fall Arts Festival Palates & Palettes and Gallery Walk that the participants are responsible to comply with all alcohol dispensing laws and

- ordinances, including the prohibition against service to minors and the prohibition against the carrying or consumption of alcoholic and malt beverages in open containers of any kind on any street or sidewalk.
19. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked. It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons. Participants shall not be permitted to leave the event with open containers.
  20. Alcoholic beverage sales shall be in 16 oz. or smaller plastic cups only.
  21. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
  22. For the reception on Deloney Avenue scheduled for Friday, September 16, 2022 – alcohol will only be allowed in the portion of Deloney that is closed for this event (between Broadway and Center Street). Open alcohol containers are not permitted on surrounding streets, boardwalks, sidewalks or in the George Washington Memorial Park.
  23. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
  24. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers, phone numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
  25. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event **at least ten days prior to the event**. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.

#### **Attachments or Links.**

Special Event Application

Event Overview

Quick Draw Layout Map

Temporary Sign Permit Application

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

I move to approve the application made by the Jackson Hole Chamber of Commerce to host the Fall Arts Festival from Wednesday, September 7 - Sunday, September 18, 2022, subject to the conditions listed in the staff report.



### **General Information**

The following outlines event descriptions, dates, and times that will be taking place during Fall Arts Festival 2022. The Jackson Hole Chamber of Commerce looks forward to your review.

In addition to the individual event requests outlined below, The Jackson Hole Chamber of Commerce would like to request:

- A temporary sign permit for a sign to be placed at Albertsons from September 3 – September 18 (dates approved by Albertsons)
- The existing 10x10 tent on Town Square at the corner of Broadway and Cache from 10am – 3pm to provide Fall Arts Festival information and sell posters as well as providing visitor information which they already do.
- A temporary sign permit for a sign to be placed on the above tent stating “Fall Arts Festival tickets & information” and listing our major sponsors.
- A temporary sign permit for 2 stand-up banners to be placed on Town Square throughout the festival.

### **Main contact for all the following events will be:**

Britney Magleby

(208)521-0019

[britney@jacksonholechamber.com](mailto:britney@jacksonholechamber.com)

### **Secondary contact for the following events will be:**

Erin Farmer

(254)631-8988

[britney@jacksonholechamber.com](mailto:britney@jacksonholechamber.com)

### **Schedule of Permitted Events:**

**Events:** Palates & Palettes Gallery Walk

**Date:** Friday, September 9, 2022, 5-7 PM

**Location:** Various galleries

**Setup & Takedown:** Minimal setup and cleanup required.

**Estimated attendance:** 1,000

**Description of Event:** Palates & Palettes is a gallery walk to engage locals and visitors with 15+ fine art galleries in Jackson. This free event allows attendees to walk to participating galleries, shop local fine art, and sample catering and alcoholic beverages from local restaurants. List of participating galleries will be listed [here](#).

All alcohol will be served by local restaurants and catering companies with TIPS-certified staff who will be



thoroughly checking IDs.

**Request from the Town:** Catering / alcohol permit.

**Event:** Arts on the Green

**Date:** Sunday, September 11, 2022, 9 AM – 4 PM

**Location:** Center for the Arts Lawn

**Setup & Takedown:** Setup to begin at 6am and takedown to end at 7pm

**Estimated attendance:** 1,000

**Description of Event:** Arts on the Green is a renamed and revamped version of the previous art fair called “Takin’ It to the Streets”. Local artists showcase and sell their work from 10x10 tents on the Center for the Arts Lawn. Live entertainment from local singer / songwriters will be showcased on the Center for the Arts Patio throughout the afternoon. Beer & wine bar available throughout the afternoon, served by TIPS-certified bartenders.

**Request from the Town:** Catering / alcohol permit. Vendor license to sell art at the event (Art Association to handle). Signage on Town Square to promote the local art fair. Amplified sound.

**Event:** Jackson Hole QuickDraw

**Date:** Saturday, September 17, 2022, 8 AM – 1 PM

**Location:** Inside Town Square and Deloney Ave.

**Setup & Takedown:** Setup Friday starting at 8am. Takedown Saturday ending at 5pm.

**Estimated attendance:** 1,000

**Description of Event:** The main event for The Jackson Hole Fall Arts Festival, the QuickDraw features 30 artists completing paintings or sculptures on Town Square in 90 minutes. Artists will complete their works from 8 – 9:30 am, then from 9:30 – 10:30 am the finished artwork will be on display in the Square. Starting at 10:30 am, all works will be auctioned live in a 40x120 tent on Deloney.

The QuickDraw is open to spectators free of charge. The auction tent is restricted to 250 guests who have purchased bidder paddles for \$50 each. The QuickDraw auction tent will have a champagne bar for guests, served by TIPS-certified bartenders.

There will also be a VIP lounge as part of the QuickDraw auction tent, serving very light brunch food.

**Request from the Town:** Street closure (including parking) of Deloney from 5 am on Friday, September 16 – 5 pm on Saturday, September 17. Use of Town Square with 10x10 tents and amplified sound. Catering / alcohol permit.

**Map:** Attached.

**Event:** Sunday Art Brunch

**Date:** Sunday, September 18, 2022, 10 AM – 2 PM

**Location:** Participating galleries

**Setup & Takedown:** Minimal setup and takedown required.

**Estimated attendance:** 1,000

**Description of Event:** The Sunday Art Brunch is a gallery walk to attract potential buyers to 10+ fine art galleries in Jackson. This free event allows attendees to walk to participating galleries, shop local fine art, and get brunch bites and beverages. List of participating galleries will be listed [here](#).

All alcohol will be provided by a local liquor store and served by certified gallery employees checking IDs.

**Request from the Town:** Catering / alcohol permit.

### **Schedule of Events that don’t require permitting:**

**Wine Down Wednesdays:** Wednesday, September 7. Private event inside the Wort Hotel

**Western Design Conference:** Thursday, September 8 – Sunday, September 11. Ticketed event inside Snow King Event Center.

**Sponsor Appreciation Event:** Saturday, September 10. Small, private event at Jackson Hole Winery (TBC)

**Poster Signing:** Wednesday, September 14. Open event inside Mountain Trails Gallery.

**A Night with the Artist:** Wednesday, September 14. Private event inside Mountain Trails Gallery.

**Western Visions Show & Sale:** Thursday, September 15. Ticketed event at the National Museum of Wildlife Art.

**Showcase of Homes:** Friday, September 16. Ticketed event at private residences.

**QuickDraw Artist Reception:** Friday, September 16. Ticketed event at Cloudveil Rooftop.

**2022  
QuickDraw**

## 10x10 artist tents

TV / projection

**5 portable toilets**

## Spider box for Hughes

## Barricades

## Bar

## Stage

20x20  
VIP

## Bidder checkin

**Deloney**

**fire lane**

## 40x120 auction tent set by Canvas

## Bidder checkin

## Farmer's Market

## Center

## Farmer's Market

## Broadway



## TEMPORARY SIGN PERMIT APPLICATION

### Planning & Building Department

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

**First, go to [www.townofjackson.com/245/Temporary-Sign-Permit](http://www.townofjackson.com/245/Temporary-Sign-Permit)  
for process and other necessary information.**

#### EVENT NAME:

Event Name: Jackson Hole Fall Arts Festival Physical Address of Event: 10 E Broadway  
Description of Event: Art festival  
Grand Opening ☐ Yes ☒ No ☐

#### EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 550, Jackson, WY, 83001 Phone: (307)733-3316  
E-mail: britney@jacksonholechamber.com ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

#### TEMPORARY BANNER LOCATION: Consent from Property Owner Required

|                                                                                                  |                                                                                                  |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Business/Description: <u>Chamber Building</u>                                                    | Business/Description: <u>Town Square</u>                                                         |
| Physical Address: <u>260 W Broadway</u>                                                          | Physical Address: <u>10 E Broadway</u>                                                           |
| Dates of Display: <u>09/01/22 - 09/18/22</u>                                                     | Dates of Display: <u>09/07/22 - 09/18/22</u>                                                     |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                                      |
| Physical Address: _____                                                                          | Physical Address: _____                                                                          |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                                          |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            |

#### SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.  
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

*Under penalty of perjury, I hereby certify that I have read this application 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 the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.*

\_\_\_\_\_  
Signature of Authorized Event Applicant

Britney Magleby

\_\_\_\_\_  
Applicant Name Printed

08/03/22

\_\_\_\_\_  
Date

DirectorofEvents

\_\_\_\_\_  
Title

# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)



**A completed application  
must be submitted at least  
21 days prior to your event.**

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: Jackson Hole Fall Arts Festival

Name of Organization: Jackson Hole Chamber of Commerce

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 550

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

Work Phone: (307)733-3316 Cell Phone: (208)521-0019

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly  
☐ Parade ☒ Festival ☐ Biking ☐ Education  
☐ Other: \_\_\_\_\_

Description & Purpose of Event *(Attach additional sheets if necessary):* \_\_\_\_\_

To showcase Jackson as a world-class arts destination

Location of Event: Town Square, downtown Jackson Alternative Location: N/A

Date(s) of Event: September 7-18, 2022 Event Operating Hours: \_\_\_\_\_

Event Set Up Begins Date: September 07, 2022 Time: 8am

Event Clean Up Ends Date: September 18, 2022 Time: 5pm

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1000 Total Event: 5000

Special Considerations (check all that apply):

- |                                                         |                                                         |                                                           |
|---------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling               | <input checked="" type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales                     | <input type="checkbox"/> Merchandise Sales              | <input type="checkbox"/> Recurring Event                  |
| <input checked="" type="checkbox"/> Ticketed Admission  | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals                  |
| <input checked="" type="checkbox"/> Tents               | <input checked="" type="checkbox"/> Street Closure      | <input checked="" type="checkbox"/> Sidewalk Closure      |
| <input type="checkbox"/> Overnight Parking              | <input type="checkbox"/> Overnight RV Camping           | <input checked="" type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): \_\_\_\_\_

***All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.***

Will you be charging admission or a fee for your event? ☒ Yes ☐ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Erin Farmer Cell Phone: (254)631-8988

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |                                                                    |                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Tents (X)                      | <input checked="" type="checkbox"/> Food Vendors (FV)     |
| <input checked="" type="checkbox"/> Beverage Vendors (BV)          | <input checked="" type="checkbox"/> Alcohol Vendors (A)   |
| <input checked="" type="checkbox"/> Portable Toilets (T)           | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input checked="" type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input checked="" type="checkbox"/> Garbage Receptacles (G)        | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)                     | <input type="checkbox"/> Security (P)                     |
| <input checked="" type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)                      | <input type="checkbox"/> Barricades (B)                   |
| <input checked="" type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

***Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.***

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☒ Yes ☐ No

| Area of Closure Request                                 | Date(s) | Start Time | End Time |
|---------------------------------------------------------|---------|------------|----------|
| Deloney Ave. from Cache to Center 09.16 - 09.17 6am 5pm |         |            |          |
|                                                         |         |            |          |
|                                                         |         |            |          |
|                                                         |         |            |          |
|                                                         |         |            |          |

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: ~20 parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted? ☐ Yes ☒ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☒ Yes ☐ No



# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

|                                 |                                         |
|---------------------------------|-----------------------------------------|
| 4 _____ Large Street Barricades | _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades | _____ "Local Traffic Only" Street Signs |
| _____ 28 Inch Street Cones      | _____ "Detour" Street Signs             |
| _____ Candlestick Cones         | _____ 32-Gallon Recycling Bins          |

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

(307) 733-1430

|                                                        |                                                                         |                                                             |
|--------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Event Security                | <input type="checkbox"/> Mounted Horse Patrol                           | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle             | <input type="checkbox"/> Parade Lead Vehicle                            | <input type="checkbox"/> General Presence                   |
| <input checked="" type="checkbox"/> Towing / Ticketing | <input checked="" type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>Street Closures |

Please describe in detail your request: \_\_\_\_\_

Help with towing / removal of vehicles from Deloney Ave. on Friday, September 16

**The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.**



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☒ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: \_\_\_\_\_

Requesting all electricity in the square turned on

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☒ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: \_\_\_\_\_

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 09/17 at 8am Finish Time: 09/17 at 1pm

Will your event feature any musical entertainment? ☒ Yes ☐ No

*If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.*

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☒ Yes ☐ No

*A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.*

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No

# Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☒ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: <sup>4</sup>\_\_\_\_\_ Number of ADA Accessible Portable Toilets: <sup>1</sup>\_\_\_\_\_

If "No", please explain: \_\_\_\_\_

---

**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 09/17 Time for Drop Off: 5am

Date for Pick Up: 09/17 Time for Pick Up: 5pm

## ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☒ Yes ☐ No

If "Yes", what will be offered in addition to beer? Champagne

***If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.***

# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event:

Art

Will any food or beverages be sold at your event?

☐ Yes

☒ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? \_\_\_\_\_

How many trash receptacles will be supplied for your event? 4 portable trash cans

When will the trash receptacles be delivered? Day of the event (Chamber is providing)

When will the trash receptacles be picked up and removed from site? Evening of event

Describe your plan for the collection and removal of trash during your special event:

Little trash will be generated. All trash will be collected by The Chamber of Commerce and removed the same day as the event.

***Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.***



# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. **For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.**

Will you be using a company for your recycling plan? ☒ Yes ☐ No

If "Yes" which company will you be using? <sup>TBD</sup> \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? <sup>1</sup> \_\_\_\_\_

When will these recycling receptacles be delivered? <sup>Day of event</sup> \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? <sup>Evening of event</sup> \_\_\_\_\_

Describe your plan for collection and removal of recyclable materials during your special event:  
Recycling will only be generated from the bar. Will be removed the same day as the event.

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*

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# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

No longer hosting Taste of the Teton on the first Sunday of the festival.  
Added live music to Arts on the Green on the Center for the arts lawn.  
Enhanced QuickDraw with clearer signage and VIP area.

## STANDARD CONDITIONS OF APPROVAL

***Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.***

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: BM

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: BM



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: BM

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: BM

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: BM



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT:   
Signature

APPLICANT: Britney Magleby  
Printed Name

DATE: 08/03/2022

TITLE: Director of Events &

# STAFF REPORT



|                               |                                      |                       |                         |
|-------------------------------|--------------------------------------|-----------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                    | <b>Meeting Title:</b> | Regular Meeting Consent |
| <b>Submitting Department:</b> | Administration                       | <b>Presenter:</b>     | Carl Pelletier          |
| <b>Agenda Item:</b>           | Special Event: Jackson Hole Marathon | <b>Public Comment</b> | Yes                     |

## Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel and Town equipment on behalf of the Town of Jackson.

## Requested Action.

Staff is requesting Town Council to consider the special event application submitted by the Jackson Hole Chamber of Commerce to host registration for the Jackson Hole Marathon.

## Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

## Background.

On Saturday, September 24, 2022 the Jackson Hole Chamber of Commerce will host several running races. Similar to previous years, the applicant requests permission to place the starting line on Center Street in front of the former E. Leaven building in order to provide an accurate marathon distance. The applicant is requesting that Center Street (between Broadway and Gill) be closed from approximately 5:00 A.M. to 8:00 A.M. on the day of the race. Volunteers will be stationed at the Broadway & Center Street intersection to briefly stop traffic while runners cross the street. Runners will then proceed down Broadway in a coned off portion of the street. No other street closures are requested aside from the race start area.

The applicant is requesting: the use of Home Ranch Lot for a staging area for runners between the hours of 5:00 A.M. and 8:00 A.M.; the use of the Home Ranch Lot public restrooms beginning at 6:00 A.M.; amplified sound associated with the event near the starting line between the hours of 6:00 A.M. and 8:00 A.M.; and the use of Miller Park on Friday, September 23 from Noon until 8:00 P.M. for walk-up registration.

Since the event is being held on a Saturday in September, there is overlap between the Farmer's Market and the Jackson Hole Marathon request. The Jackson Hole Farmer's Market on Town Square will be in the process of setting up for their event beginning at 6:45 A.M. The organizers of the marathon and the JH Farmer's Market are working to ensure that the two events will work together in a safe and effective manner. These two events overlapped in years past.

## Analysis.

The application has been submitted for review and comment to all Town departments.

## Possible Alternatives.

- Approve the request with modifications
- Deny the request
- Other

## Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

**Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

**Policy 4.4.a: Maintain and improve public spaces**

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

**Fiscal Impact.**

Fiscal impact includes income from a special event application fee of \$27.

**Staff Impact.**

- processing special event permit (approximately 30 minutes),
- preparation of staff report (approximately 1 hour),

In total approximately 1.5 hours of staff time split between town, county and joint departments.

**Conditions and Restrictions.**

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The event will be subject to the review of the Teton County Health Department.
2. The event shall abide by any state or local health order in place.
3. The applicant shall post signage on all pathways being used for the event alerting users to the times and date of the race and advising all users to use caution.
4. Pathways will remain open for public use. The applicant shall notify racers of pathways etiquette including: pathways open to other users, stay to the right, do not block pathway, give audible warning when passing other users, it is the responsibility of the overtaking user to pass safely.
5. Volunteers shall be located at each intersection/street crossing for traffic safety.
6. The applicant shall coordinate the crossing of HWY 22 and HS Road with the Teton County Sheriff's office and Hwy Patrol.
7. No vehicles are allowed on pathways.
8. Applicant shall abide by all recommendations from the Police Department with regards to runner safety including placing of cones and use of volunteers.
9. The applicant must supply extra trash containers and dispose of all trash generated by the event including any trash on the pathways.
10. The applicants shall be responsible for barricade setup and placement and disassembly.
11. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event at least ten days prior to the event. Insurance limits must be at least

- \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
12. The applicant shall advertise use of the parking garage during the event.
  13. The applicant will be responsible for procuring, posting and removing all temporary no parking signs.
  14. Any additional conditions as directed by the Town Council.
  15. Appropriate signage will be erected to regulate, warn, and guide traffic. The applicant shall coordinate traffic control, including parking, with the Police Department at least one week before the event start date, and is responsible for the production, as well as the physical placement and removal of, all signage required by the Police Department pursuant to this condition.
  16. An adequate number of designated handicapped parking spaces shall be established in the vicinity of the event.
  17. Applicant shall abide by the following regulations from the Fire Department:
    - Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).
    - All tents having an area in excess of 200 square feet shall require advance permitting through this Department unless open on all sides (IFC 105.6.43).
    - Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 2403.6).
    - Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 2403.8.2)
    - Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 2404.2).
    - Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 2404.5).
    - Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 2404.6).
    - All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 2404.7)
    - Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 2404.12).
    - Any cooking performed within tents shall require advance approval by the Fire Department (IFC 2404.15.3 – 2404.15.7).
    - Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 2404.19).
    - All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

#### **Attachments or Links.**

Special Event Application

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



I move to approve the special event application made by the Jackson Hole Chamber of Commerce and the Jackson Hole Racing Company for the Jackson Hole Marathon on Saturday, September 24, 2022 subject to the conditions and restrictions listed in the staff report.

# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)



**A completed application  
must be submitted at least  
21 days prior to your event.**

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: Jackson Hole Marathon

Name of Organization: Jackson Hole Chamber of Commerce

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 550

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

Work Phone: (307)733-3316 Cell Phone: (208)521-0019

## EVENT INFORMATION

Type of Event: ☒ Run / Walk ☐ Concert ☐ Filming ☐ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☐ Other: \_\_\_\_\_

Description & Purpose of Event *(Attach additional sheets if necessary):* \_\_\_\_\_

Marathon, half marathon, quarter marathon

Location of Event: Town Square to The Village Alternative Location: NA

Date(s) of Event: September 24, 2022 Event Operating Hours: 7am - 2pm

Event Set Up Begins Date: September 23, 2022 Time: 12pm

Event Clean Up Ends Date: September 24, 2022 Time: 5pm

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 700 Total Event: 700

Special Considerations (check all that apply):

- |                                                         |                                                         |                                                |
|---------------------------------------------------------|---------------------------------------------------------|------------------------------------------------|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling               | <input type="checkbox"/> Electricity Requested |
| <input checked="" type="checkbox"/> Food Sales          | <input checked="" type="checkbox"/> Merchandise Sales   | <input type="checkbox"/> Recurring Event       |
| <input type="checkbox"/> Ticketed Admission             | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals       |
| <input checked="" type="checkbox"/> Tents               | <input checked="" type="checkbox"/> Street Closure      | <input type="checkbox"/> Sidewalk Closure      |
| <input type="checkbox"/> Overnight Parking              | <input type="checkbox"/> Overnight RV Camping           | <input type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): Jackson Hole Racing Co.

***All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.***

Will you be charging admission or a fee for your event? ☒ Yes ☐ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Erin Farmer Cell Phone: (254)631-8988

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |                                                                    |                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Tents (X)                      | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)                     | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)                      | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input checked="" type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)                   | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input checked="" type="checkbox"/> Retail Merchants (RM)          | <input type="checkbox"/> Security (P)                     |
| <input checked="" type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)                      | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)              | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

***Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.***

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

Center (Deloney to Gill) September 24, 2022 5 am 8 am

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: 10 parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted?

☐ Yes ☐ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☒ Yes ☐ No

# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

|                                 |                                         |
|---------------------------------|-----------------------------------------|
| 6 _____ Large Street Barricades | _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades | _____ "Local Traffic Only" Street Signs |
| _____ 28 Inch Street Cones      | _____ "Detour" Street Signs             |
| _____ Candlestick Cones         | _____ 32-Gallon Recycling Bins          |

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

(307) 733-1430

|                                             |                                                                         |                                                                        |
|---------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Event Security     | <input type="checkbox"/> Mounted Horse Patrol                           | <input type="checkbox"/> Traffic Control                               |
| <input type="checkbox"/> Race Lead Vehicle  | <input type="checkbox"/> Parade Lead Vehicle                            | <input type="checkbox"/> General Presence                              |
| <input type="checkbox"/> Towing / Ticketing | <input checked="" type="checkbox"/> Assistance with<br>Parking Closures | <input checked="" type="checkbox"/> Assistance with<br>Street Closures |

Please describe in detail your request: \_\_\_\_\_

In case anyone is parked in the closed parking on the morning of the event, may need \_\_\_\_\_

**The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.**



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☒ Additional Public Restroom Cleaning

Please describe in detail your request: Open Home Ranch restrooms early if possible?

Use of Miller Park Pavilion for race registration on September 23 (requested separately)

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☒ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☒ Yes ☐ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: \_\_\_\_\_

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 7am Finish Time: 8:30am

Will your event feature any musical entertainment? ☐ Yes ☒ No

*If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.*

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☒ No

*A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.*

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No



## Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☒ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: 20      Number of ADA Accessible Portable Toilets:           

If "No", please explain: \_\_\_\_\_

**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: Macy's

Restroom Drop off / Pick Up      Date for Drop Off: 09/23      Time for Drop Off: 5pm

Date for Pick Up: 09/24 Time for Pick Up: 5pm

## ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☒ No

If "Yes", what will be offered in addition to beer? No permit because drinks are being served

*If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.*

# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event:

Race merch

Will any food or beverages be sold at your event?

☐ Yes

☒ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☐ No

If "Yes", which company will you be using? \_\_\_\_\_

How many trash receptacles will be supplied for your event? \_\_\_\_\_

When will the trash receptacles be delivered? \_\_\_\_\_

When will the trash receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for the collection and removal of trash during your special event:

Trash generated throughout the event will be cleaned up and properly removed by the JH Chamber and Jackson Hole Racing Co.

*Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.*

# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan?

☐ Yes

☒ No

If "Yes" which company will you be using? \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? \_\_\_\_\_

When will these recycling receptacles be delivered? \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for collection and removal of recyclable materials during your special event:  
Cup less race so everyone will bring their own water bottles. Not much recycling will be generated, but all that is will be properly removed.

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*

---

# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

Not a change, just a reminder - we will host our race registration in Miller Park under one of the pavilions.

## STANDARD CONDITIONS OF APPROVAL

***Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.***

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: BM



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: BM

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: BM



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: BM

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: BM

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT:   
Signature

APPLICANT: Britney Magleby  
Printed Name

DATE: 08/12/2022

TITLE: Director of Events &

# STAFF REPORT



|                               |                                                         |                       |                         |
|-------------------------------|---------------------------------------------------------|-----------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                       | <b>Meeting Title:</b> | Regular Meeting Consent |
| <b>Submitting Department:</b> | Administration                                          | <b>Presenter:</b>     | Carl Pelletier          |
| <b>Agenda Item:</b>           | Special Event: JH Fire EMS 9/11 Ceremony and Hill Climb | <b>Public Comment</b> | Yes                     |

## **Purpose & Policy Considerations.**

The Mayor and Council consider all special event applications requesting use of Town property, Town personnel, and temporary parking restrictions.

## **Requested Action.**

Staff is requesting Town Council consider the special event application submitted by Jackson Hole Fire/EMS to host the 9/11 Ceremony events on September 11, 2022.

## **Recommendations.**

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

## **Background.**

The Jackson Hole Fire / EMS Department requests approval to host a September 11<sup>th</sup> Memorial in George Washington Memorial Park on Tuesday, September 11th from 8:00 A.M. to 9:00 A.M. The event will include a short speaking program. The applicant requests the use of parking spaces along the east side of Cache (between Deloney and Broadway) in order to park emergency service vehicles. The applicant expects that approximately 100 spectators will attend the memorial and requests the following in association with the event:

- Council permission to use George Washington Memorial Park as described above for the memorial.
- Council permission for amplified sound associated with the memorial.
- Access to electricity.
- Access to the flag pole.
- Temporary parking closure along the east side of Cache between Deloney and Broadway. The temporary parking closure is requested from 7:00 A.M. until 10:00 A.M.
- Permission to park a Fire Department apparatus overnight in a parking space on Cache on the evening of September 10. This will be coordinated between the Fire Department and the Police Department.

The applicant is also requesting approval of the use of the Phil Baux ballfield parking lot to park several emergency responder vehicles for the annual 9/11 memorial Snow King hill climb. For the past several years local emergency responders have gathered at the base of Snow King to climb to the top in remembrance of the emergency responders that climbed the stairs of the World Trade Center on September 11, 2001. The applicant expects that approximately 50 participants will climb Snow King and requests the following in association with the event:

- Temporary parking closure of up to approximately 20 parking spaces in the Snow King ballfield parking lot along the north side of the parking lot (closest to center field). The temporary parking closure is requested for September 11<sup>th</sup> from 5:00 P.M. until 8:00 P.M. The applicant plans to stage approximately 3 fire trucks and up to 6 law enforcement vehicles.

## **Analysis.**

The plans submitted by the applicant has been reviewed by all Town Departments.

### **Possible Alternatives.**

- Approve the request with modifications
- Deny the request
- Other

### **Comprehensive Plan & Priority Alignment.**

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

### **Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

#### **Policy 4.4.a: Maintain and improve public spaces**

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

### **Fiscal Impact.**

- Direct income includes income from a special event permit (\$27).

### **Staff Impact.**

- processing catering permits and exposition permits (approximately 30 minutes),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 1 hour of total staff time),
- preparation of staff report (approximately 30 minutes)
- In total approximately 2.5 hours of staff time split between town, county and joint departments

### **Conditions and Restrictions.**

Staff recommends approval of the application, subject to the following conditions and restrictions:

1. The applicant shall coordinate all set up and access to electricity with the Parks and Recreation Department at least one week prior to the event. No alterations of park amenities are permitted without the prior permission of the Parks & Recreation Department, and no items may be secured to any live forestry.
2. The applicant shall provide and be responsible for their own sound system.
3. The applicant shall clean up immediately after the event.
4. Any power or sound cords that cross walkways shall be taped and secured to prevent a tripping hazard.
5. Sidewalks and boardwalks shall not be obstructed.
6. Any other conditions or restrictions staff wishes to add upon further review of the application.



7. The applicant will coordinate any closure of the Snow King ball field parking lot with Snow King Mountain Resort.
8. The applicant will be responsible for the procurement, posting and removal of all “No Parking” signs used to close parking spaces for this event. *Appropriate signage will be erected to regulate, warn, and guide traffic. The applicant shall coordinate traffic control, including parking, with the Police Department at least one week before the event start date, and is responsible for the production, as well as the physical placement and removal of, all signage required by the Police Department pursuant to this condition.*
9. The applicant will work with the Jackson Police Department in order to follow the procedure for posting and enforcing “No Parking” signs.

**Attachments or Links.**

Special Event Application

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

I move to approve the special event application made by the Jackson Hole Fire / EMS Department to host the September 11<sup>th</sup> Memorial in the Town Square and the 9/11 Hill Climb at Snow King, subject to the conditions and restrictions listed in the staff report.



# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001



**A completed application  
must be submitted at least  
21 days prior to your event.**

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: Jackson Hole Fire/EMS 9/11 Ceremony

Name of Organization: Jackson Hole Fire/EMS

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 901

City: Jackson State: Wyoming Zip Code: 83001

Name of Person Completing Application: Shannon Burns

Email Address: sburns@tetoncountywy.gov

Work Phone: 307 732-8500 Cell Phone: 406 570-9402

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☒ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☐ Other: \_\_\_\_\_

Description & Purpose of Event *(Attach additional sheets if necessary):* \_\_\_\_\_

Ceremony in Town Square to honor the first responders who died on the attack on the world

Location of Event: Town Square Alternative Location: \_\_\_\_\_

Date(s) of Event: 9/11 Event Operating Hours: \_\_\_\_\_

Event Set Up Begins Date: September 11, 2022 Time: 7:30 AM

Event Clean Up Ends Date: September 11, 2022 Time: 8:30 AM

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: <sup>50</sup>\_\_\_\_\_ Total Event: <sup>50</sup>\_\_\_\_\_

Special Considerations (check all that apply):

- |                                              |                                               |                                                        |
|----------------------------------------------|-----------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling     | <input type="checkbox"/> Electricity Requested         |
| <input type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales    | <input type="checkbox"/> Recurring Event               |
| <input type="checkbox"/> Ticketed Admission  | <input type="checkbox"/> Sound Amplification  | <input type="checkbox"/> Pets or Animals               |
| <input type="checkbox"/> Tents               | <input type="checkbox"/> Street Closure       | <input type="checkbox"/> Sidewalk Closure              |
| <input type="checkbox"/> Overnight Parking   | <input type="checkbox"/> Overnight RV Camping | <input checked="" type="checkbox"/> Use of Town Square |

Event Co-Sponsor (s): \_\_\_\_\_

***All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.***

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Matt Redwine Cell Phone: 307 413-2849

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |                                                         |                                                           |
|---------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Tents (X)                      | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)          | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)           | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)        | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)          | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)           | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

***Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.***

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

Won't close any streets, but requesting to have signs set up so no one parks where fire trucks  
across from the Cowboy Bar on the square

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☐ Yes

☒ No

If "Yes", how many parking spaces will be unavailable due to the event: \_\_\_\_\_ parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted?

☐ Yes

☐ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes

☐ No

# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

|                                 |                                         |
|---------------------------------|-----------------------------------------|
| _____ Large Street Barricades   | _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades | _____ "Local Traffic Only" Street Signs |
| _____ 28 Inch Street Cones      | _____ "Detour" Street Signs             |
| _____ Candlestick Cones         | _____ 32-Gallon Recycling Bins          |

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

(307) 733-1430

|                                             |                                                              |                                                             |
|---------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Event Security     | <input type="checkbox"/> Mounted Horse Patrol                | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle  | <input type="checkbox"/> Parade Lead Vehicle                 | <input type="checkbox"/> General Presence                   |
| <input type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>Street Closures |

Please describe in detail your request: \_\_\_\_\_

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: \_\_\_\_\_

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: \_\_\_\_\_

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 8 AM Finish Time: 8:30 AM

Will your event feature any musical entertainment? ☐ Yes ☒ No

*If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.*

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☐ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

*A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.*

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☒ No



# Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: \_\_\_\_\_ Number of ADA Accessible Portable Toilets: \_\_\_\_\_

If "No", please explain: \_\_\_\_\_

---

**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: \_\_\_\_\_

Restroom Drop off / Pick Up Date for Drop Off: \_\_\_\_\_ Time for Drop Off: \_\_\_\_\_

Date for Pick Up: \_\_\_\_\_ Time for Pick Up: \_\_\_\_\_

## ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☐ No

If "Yes", what will be offered in addition to beer? \_\_\_\_\_

*If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.*

# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☐ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☐ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☐ No

If "Yes", which company will you be using? \_\_\_\_\_

How many trash receptacles will be supplied for your event? \_\_\_\_\_

When will the trash receptacles be delivered? \_\_\_\_\_

When will the trash receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for the collection and removal of trash during your special event:

*Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.*

# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☐ No

If "Yes" which company will you be using? \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? \_\_\_\_\_

When will these recycling receptacles be delivered? \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for collection and removal of recyclable materials during your special event: \_\_\_\_\_

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*

---

# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

## STANDARD CONDITIONS OF APPROVAL

***Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.***

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: sb



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: sb

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: sb



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: sb

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: sb

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT:   
Signature

APPLICANT: Shannon Burns  
Printed Name

DATE: 08/17/2022

TITLE: Executive Assistant

# STAFF REPORT



|                               |                                                           |                       |                         |
|-------------------------------|-----------------------------------------------------------|-----------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                         | <b>Meeting Title:</b> | Regular Meeting Consent |
| <b>Submitting Department:</b> | Administration                                            | <b>Presenter:</b>     | Carl Pelletier          |
| <b>Agenda Item:</b>           | Special Event: Filming for Independent Film – Ben Jen LLC | <b>Public Comment</b> | Yes                     |

## **Purpose & Policy Considerations.**

The Mayor and Council consider all special event applications requesting use of Town property.

## **Requested Action.**

Staff is requesting Town Council consider the special event application submitted by Ben Jen LLC to film portions of an independent movie one day between the dates of September 7 and September 19, 2022.

## **Recommendations.**

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

## **Background.**

The production company, Ben Jen LLC, has requested to film a scene for an independent movie in downtown Jackson one day between the dates of September 7 and September 19, 2022. The film company has requested the use of town streets and boardwalks in the downtown area for the shooting of this scene. No closures (street, parking spaces, boardwalks, sidewalks or other) have been requested.

The applicant is producing an independent film about a family moving to a small town in Wyoming and their experiences along the way. The crew will consist of 25 people (at most) present at the location while filming. The equipment would include 1 camera on a tripod and one handheld camera.

The requested scene would include shots of the family in the film walking in front of shops on the sidewalk in the Jackson town square area as well as shots of the family parking and getting out of their car in an available parking space in the town square area. During this scene the crew would park 3-4 vehicles in the Home Ranch Lot and walk around the town square area to capture shots needed.

The applicant is in the process of working on the film schedule. They would ideally like to shoot this scene on a day of their choosing between September 7th and September 19th. Once a date has been selected the applicant will inform the Town of Jackson Special Event Coordinator of the exact details. These details will be shared with various departments including Fire/EMS, Police, Public Works and Parks and Recreation.

In connection with the event, the applicant has requested:

1. The use of town streets, parking spaces, boardwalks and sidewalks for filming on a date selected by the production company.
2. The potential use of George Washington Memorial Park/Town Square for filming

## **Analysis.**

The plans submitted by the applicant has been reviewed by all Town Departments.

## **Possible Alternatives.**

- Approve the request with modifications
- Deny the request

- Other

### **Comprehensive Plan & Priority Alignment.**

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

### **Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

### **Policy 4.4.a: Maintain and improve public spaces**

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

### **Fiscal Impact.**

- Direct income includes income from a special event permit (\$150).

### **Staff Impact.**

- departmental review of application (approximately 2 hour of total staff time),
- preparation of staff report (approximately 1 hour)
- In total approximately 3 hours of staff time split between town, county and joint departments

### **Conditions and Restrictions.**

Staff recommends approval of the application, subject to the following conditions and restrictions:

1. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event, including recycled material.
2. Banners are not permitted unless approved in advance under a separate Sign Permit Application to the Planning and Building Department.
3. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney
4. The applicant shall conduct the filming in a timely and professional manner.
5. All power needs must be coordinated with Parks & Recreation at least five (5) business days prior to set up of the event (733-5056).
6. No stakes for tents or any other item may be placed in the ground in George Washington Memorial Park.
7. No closures of public property will take place. This includes streets, alleyways, boardwalks, sidewalks, parking spaces and parks.



8. Vehicular and pedestrian traffic will not be impeded or blocked for the filming of this movie scene.
9. There shall be no alterations to the amenities to the Town Square without prior approval from the park superintendent.
10. Vehicles may not be driven into the park.
11. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
12. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
13. Applicant shall abide by all Fire Department Restrictions including:
  - a. **Fire department access roads** shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. *All streets in the square apply and shall maintain emergency vehicle access toward the business side of the street.*
  - b. **Tents must meet the flame propagation performance** criteria of NFPA 701 (IFC 2404.2).
  - c. **Combustible materials** shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 2404.5).
  - d. **Smoking shall not be permitted** in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 2404.6).
  - e. All **open flame devices are strictly prohibited** within tents unless approved by the fire code official (IFC 2404.7) *See cooking requirement below.*
  - f. Portable 2A:10B-C **fire extinguishers shall be provided**, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 2404.12). *All tents with cooking shall have minimum one fire extinguisher.*
  - g. **Generators and other internal combustion power sources** shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 2404.19).
  - h. All **electrical/temporary power** shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
14. Walkways around the Town Square and walking access to local business surrounding Town Square shall remain open and unblocked. These walkways will be free of potential tripping hazards, including but not limited to supplies, boxes, cords, etc.... All electrical cords shall be covered for pedestrian safety.
15. The applicant will notify the Town of Jackson Special Event Coordinator of the exact details of timing once the filming date has been determined.
16. Any additional conditions and restrictions that the Town Council may wish to extend.

#### Attachments or Links.

Special Event Application

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

I move to approve the special event application made by Ben Jen LLC to film portions of an independent movie one day between the dates of September 7 and September 19, 2022, subject to the conditions and restrictions listed in the staff report.



## Town of Jackson Special Event Application Appendix A

### **Description of Activity**

We are producing an independent film about a family moving to a small town in Wyoming and their experiences along the way. The crew will consist of at most 25 people present at each location while filming. Our equipment would include 1 camera on a tripod and one handheld camera. There is one scene in which we would like to film in the town of Jackson. The scenes are outlined below.

Scene 1 - Shots of the family in the film walking in front of shops on the sidewalk in the Jackson town square area. Shots of the family parking and getting out of their car in an available parking space in the town square area. During this scene our crew would park 3-4 vehicles in the Home Ranch Lot and walk around the town square area to capture shots needed.

### **Dates**

We are in the process of working on our film schedule. We would ideally like to shoot this scene on a day of our choosing between September 5th and September 19th.

If you have any questions don't hesitate to reach out at 307-699-9887.

# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)



**A completed application  
must be submitted at least  
21 days prior to your event.**

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: Filming for Independent Film

Name of Organization: Ben Jen LLC

Type of Organization: ☐ Non-Profit ☐ Public Agency ☒ For-Profit Business

Mailing Address: PO Box 2201

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Amon Barker

Email Address: amon@apresvisuals.com

Work Phone: 307-699-9887 Cell Phone: \_\_\_\_\_

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☒ Filming ☐ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☐ Other: \_\_\_\_\_

Description & Purpose of Event *(Attach additional sheets if necessary):* \_\_\_\_\_

See Appendix A

Location of Event: See Appendix A Alternative Location: \_\_\_\_\_

Date(s) of Event: See Appendix A Event Operating Hours: \_\_\_\_\_

Event Set Up Begins Date: \_\_\_\_\_ Time: \_\_\_\_\_

Event Clean Up Ends Date: \_\_\_\_\_ Time: \_\_\_\_\_

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: <sup>25</sup> \_\_\_\_\_ Total Event: \_\_\_\_\_

Special Considerations (check all that apply):

- |                                              |                                               |                                                |
|----------------------------------------------|-----------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling     | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales    | <input type="checkbox"/> Recurring Event       |
| <input type="checkbox"/> Ticketed Admission  | <input type="checkbox"/> Sound Amplification  | <input type="checkbox"/> Pets or Animals       |
| <input type="checkbox"/> Tents               | <input type="checkbox"/> Street Closure       | <input type="checkbox"/> Sidewalk Closure      |
| <input type="checkbox"/> Overnight Parking   | <input type="checkbox"/> Overnight RV Camping | <input type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): none

***All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.***

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Jean Shim Cell Phone: 818-425-4220

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |                                                         |                                                           |
|---------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Tents (X)                      | <input type="checkbox"/> Food Vendors (FV)                |
| <input type="checkbox"/> Beverage Vendors (BV)          | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)           | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input type="checkbox"/> Stages or Amplified Sound (SO) | <input type="checkbox"/> Bleachers (BL)                   |
| <input type="checkbox"/> Garbage Receptacles (G)        | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)          | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                 | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)           | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)   | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

***Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.***

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☐ Yes ☒ No

| Area of Closure Request | Date(s) | Start Time | End Time |
|-------------------------|---------|------------|----------|
|                         |         |            |          |
|                         |         |            |          |
|                         |         |            |          |
|                         |         |            |          |
|                         |         |            |          |

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☐ Yes ☒ No

If "Yes", how many parking spaces will be unavailable due to the event: \_\_\_\_\_ parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted? ☐ Yes ☒ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients? ☐ Yes ☒ No

# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

|                                 |                                         |
|---------------------------------|-----------------------------------------|
| _____ Large Street Barricades   | _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades | _____ "Local Traffic Only" Street Signs |
| _____ 28 Inch Street Cones      | _____ "Detour" Street Signs             |
| _____ Candlestick Cones         | _____ 32-Gallon Recycling Bins          |

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

(307) 733-1430

|                                             |                                                              |                                                             |
|---------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Event Security     | <input type="checkbox"/> Mounted Horse Patrol                | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle  | <input type="checkbox"/> Parade Lead Vehicle                 | <input type="checkbox"/> General Presence                   |
| <input type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>Street Closures |

Please describe in detail your request: \_\_\_\_\_

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: \_\_\_\_\_

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: \_\_\_\_\_



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☐ Yes ☒ No

If "Yes", please indicate times: Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Will your event feature any musical entertainment? ☐ Yes ☒ No

*If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.*

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☒ No

*A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.*

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☒ No

# Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: \_\_\_\_\_ Number of ADA Accessible Portable Toilets: \_\_\_\_\_

If "No", please explain: \_\_\_\_\_

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**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: \_\_\_\_\_

Restroom Drop off / Pick Up Date for Drop Off: \_\_\_\_\_ Time for Drop Off: \_\_\_\_\_

Date for Pick Up: \_\_\_\_\_ Time for Pick Up: \_\_\_\_\_

## ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☐ No

If "Yes", what will be offered in addition to beer? \_\_\_\_\_

*If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.*

# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? \_\_\_\_\_

How many trash receptacles will be supplied for your event? \_\_\_\_\_

When will the trash receptacles be delivered? \_\_\_\_\_

When will the trash receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for the collection and removal of trash during your special event:

*Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.*

# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☒ No

If "Yes" which company will you be using? \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? \_\_\_\_\_

When will these recycling receptacles be delivered? \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for collection and removal of recyclable materials during your special event: \_\_\_\_\_

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*

---



# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☐ Yes

☒ No

If "YES" please indicate any significant changes to the event request since its last approval:

## STANDARD CONDITIONS OF APPROVAL

***Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.***

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: AB

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: AB



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: AB

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: AB

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: AB



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT:   
Signature

APPLICANT: Amon Barker  
Printed Name

DATE: 08/15/2022

TITLE: Producer

# STAFF REPORT



|                               |                                   |                       |                         |
|-------------------------------|-----------------------------------|-----------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                 | <b>Meeting Title:</b> | Regular Meeting Consent |
| <b>Submitting Department:</b> | Administration                    | <b>Presenter:</b>     | Carl Pelletier          |
| <b>Agenda Item:</b>           | Special Event: Carving the Future | <b>Public Comment</b> | Yes                     |

## Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, services of Town employees and equipment, temporary parking restrictions and temporary relief from Town ordinances.

## Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Carving the Future to host the fundraising pop-up skate jam in the Miller Park parking lot.

## Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

## Background.

Carving the Future, a non-profit organization requests permission for the use of Town parking spaces and amplified sound to host a pop-up skate jam skateboarding special event on Friday, September 16, 2022 between the hours of 5:00 P.M. and 8:00 P.M.

On Friday, September 16, 2022 the applicant is requesting the use of approximately 18 parking spaces in the Miller Park parking lot (near the corner of N. Jackson St. and W. Deloney Ave.) between the hours of 3:00 P.M. and 9:00 P.M. The applicant would like to place several removable skate park features in these parking spaces for the event which would operate from 5:00 P.M. until 8:00 P.M. The event is in association with Old Bill's. Participants would use the space as a temporary skateboard park in town. Amplified music would be played during this event. The applicant expects approximately 30 event participants and volunteers and requests the following in association with the event:

- The applicant requests permission to utilize approximately 18 parking spaces within the Miller Park parking lot between the hours of 3:00 P.M. and 9:00 P.M. on Friday, September 16, 2022. This space is indicated in yellow in the attached map. Appropriate signage will be erected to regulate, warn, and guide traffic. The applicant shall coordinate traffic control, including parking, with the Police Department at least one week before the event start date, and is responsible for the production, as well as the physical placement and removal of, all signage required by the Police Department pursuant to this condition.
- The applicant requests permission to block off an additional portion of the Miller Park parking lot directly adjacent to Hoff's Bikesmiths shop between the hours of 5:00 P.M. and 9:00 P.M. on Thursday, September 16, 2022 for additional skateboard park space. This space is indicated in green in the attached map.
- The applicant requests permission to utilize Public Works barricades, cones and road signs.
- The applicant requests to use amplified sound associated with the event between the hours of 5:00 P.M. and 8:00 P.M.

The applicant is considering the possibility of having a food truck present at the event during the hours of 5:00 P.M. and 8:00 P.M. on Thursday, September 16, 2022. If a food truck is activated for this event an Exposition license must be

obtained from the Town of Jackson prior to the event. Any food service would be coordinated with the Teton County Department of Health.

This event has been approved for the past three years. In the past, Hoff's Bikesmith has been granted special event permission to utilize these spaces for community bike swaps.

### **Analysis.**

The application has been submitted for review and comment to all Town departments.

### **Possible Alternatives.**

- Approve the request with modifications
- Deny the request
- Other

### **Comprehensive Plan & Priority Alignment.**

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

### **Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

### **Policy 4.4.a: Maintain and improve public spaces**

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

### **Fiscal Impact.**

Fiscal impact includes income from a Special Event application fee (\$27).

### **Staff Impact.**

Staff impact includes:

- Public Works involvement including providing barricades and cones, and potentially street sweeping the parking lot prior to the event. (approximately 2 hours of staff time),
- Departmental review of application (approximately 1 hour of total staff time),
- Preparation and review of staff report (approximately 1 hours),

In total approximately 4 hours of staff time.

### **Conditions and Restrictions.**

Staff recommends approval of the application, subject to the following conditions and restrictions:



1. The applicant must supply extra trash containers and dispose of all trash generated by the event including any trash on the pathways.
2. The applicants shall be responsible for barricade setup and placement and disassembly.
3. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
4. Appropriate signage will be erected to regulate, warn, and guide traffic. The applicant shall coordinate traffic control, including parking, with the Police Department at least one week before the event start date, and is responsible for the production, as well as the physical placement and removal of, all signage required by the Police Department pursuant to this condition.
5. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
6. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
7. All walkways and boardwalks shall be kept clear and unobstructed.
8. Any power cords that cross walkways shall be taped and secured so as to avoid a tripping hazard.
9. The applicant shall coordinate all public work services with the Public Works Department at (733-1430) at least one week prior to the event to work out the details cone/barricade/sign check out procedure.
10. Any additional conditions as directed by the Town Council.
11. If a food truck is present at the event, the applicant will obtain an expo license from the Town of Jackson prior to the event.
12. Any food service shall be coordinated with Teton County Environmental Health.

**Attachments or Links.**

Layout Map

Special Event Application

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

I move to approve the special event application made by Carving the Future to host their annual fundraising skate jam in the Miller Park parking lot on September 16, 2022, subject to the conditions and restrictions listed in the staff report.





W Deloney Ave

# Miller Park Parking Lot

N Jackson St

Exit Only Sign

50 ft

Lon: -110° 45' 57.5" Lat: 43° 28' 49.1"  
Lon: -110.76599° Lat: 43.48030°

NAD83 UTM Zone 12  
X: 518025 Y: 4814180

Scale 1 : 376 r: 0.33  
Ground Map



# Special Event Application

## Submit Completed Document To:

Town Hall  
Town of Jackson - Special Events  
150 East Pearl Street  
P.O. Box 1687  
Jackson, Wyoming 83001



**A completed application  
must be submitted at least  
21 days prior to your event.**

cpelletier@townofjackson.com  
(307) 733-3932 ext. 1112 (phone)  
(307) 739-0919 (fax)

Non-Profit Fee: \$25  
For-Profit Fee: \$150

## APPLICANT INFORMATION

Name of Event: Pop-Up Skate Jam

Name of Organization: Carving the Future

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: P.O. Box 10981

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Connor Andrus

Email Address: connor@carvingthefuture.com

Work Phone: 9739456325 Cell Phone: \_\_\_\_\_

## EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly  
☐ Parade ☐ Festival ☐ Biking ☐ Education  
☒ Other: Children's Event

Description & Purpose of Event *(Attach additional sheets if necessary):* \_\_\_\_\_

Annual Fundraiser Event \_\_\_\_\_

Location of Event: Hoff's Bikesmith Parking Lot Alternative Location: \_\_\_\_\_

Date(s) of Event: September 16, 2022 Event Operating Hours: 5PM-8PM

Event Set Up Begins Date: September 16, 2022 Time: 4PM

Event Clean Up Ends Date: August 16, 2022 Time: 9PM

# Special Event Application

## EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: <sup>30</sup>\_\_\_\_\_ Total Event: <sup>30</sup>\_\_\_\_\_

Special Considerations (check all that apply):

- |                                              |                                                         |                                                |
|----------------------------------------------|---------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling    | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales          | <input type="checkbox"/> Merchandise Sales              | <input type="checkbox"/> Recurring Event       |
| <input type="checkbox"/> Ticketed Admission  | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals       |
| <input type="checkbox"/> Tents               | <input type="checkbox"/> Street Closure                 | <input type="checkbox"/> Sidewalk Closure      |
| <input type="checkbox"/> Overnight Parking   | <input type="checkbox"/> Overnight RV Camping           | <input type="checkbox"/> Use of Town Square    |

Event Co-Sponsor (s): Hoff's Bikesmith

***All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.***

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Adam Dowell Cell Phone: 307-690-9720

## EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- |                                                             |                                                           |
|-------------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Tents (X)               | <input checked="" type="checkbox"/> Food Vendors (FV)     |
| <input type="checkbox"/> Beverage Vendors (BV)              | <input type="checkbox"/> Alcohol Vendors (A)              |
| <input type="checkbox"/> Portable Toilets (T)               | <input type="checkbox"/> Hand Washing Sink (HWS)          |
| <input type="checkbox"/> Stages or Amplified Sound (SO)     | <input type="checkbox"/> Bleachers (BL)                   |
| <input checked="" type="checkbox"/> Garbage Receptacles (G) | <input type="checkbox"/> Recycling Receptacles (RR)       |
| <input type="checkbox"/> Retail Merchants (RM)              | <input type="checkbox"/> Security (P)                     |
| <input type="checkbox"/> Fire Lane (FL)                     | <input type="checkbox"/> Fire Extinguishers (EX)          |
| <input type="checkbox"/> First Aid / EMS (FA)               | <input type="checkbox"/> Barricades (B)                   |
| <input type="checkbox"/> Electricity / Generator (EL)       | <input type="checkbox"/> Trailers, Vehicles, Storage (TR) |

***Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.***

# Special Event Application

## STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☐ Yes

☐ No

Area of Closure Request

Date(s)

Start Time

End Time

Hoff's Bikesmith west side of parking lot, 9/16/22, 4PM-9PM

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☒ Yes

☐ No

If "Yes", how many parking spaces will be unavailable due to the event: 10-15 parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: \_\_\_\_\_ START Bus contacted?

☐ Yes

☒ No

## RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☒ Yes

☐ No

# Special Event Application

## TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

|                                 |                                         |
|---------------------------------|-----------------------------------------|
| _____ Large Street Barricades   | _____ "Road Closed" Street Signs        |
| _____ Small Sidewalk Barricades | _____ "Local Traffic Only" Street Signs |
| 10 _____ 28 Inch Street Cones   | _____ "Detour" Street Signs             |
| _____ Candlestick Cones         | _____ 32-Gallon Recycling Bins          |

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

## TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

### POLICE DEPARTMENT

(307) 733-1430

|                                             |                                                              |                                                             |
|---------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Event Security     | <input type="checkbox"/> Mounted Horse Patrol                | <input type="checkbox"/> Traffic Control                    |
| <input type="checkbox"/> Race Lead Vehicle  | <input type="checkbox"/> Parade Lead Vehicle                 | <input type="checkbox"/> General Presence                   |
| <input type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with<br>Parking Closures | <input type="checkbox"/> Assistance with<br>Street Closures |

Please describe in detail your request: \_\_\_\_\_

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.



# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

### PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

### PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: \_\_\_\_\_

*\*Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

### FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: \_\_\_\_\_

# Special Event Application

## TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: \_\_\_\_\_

## VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 5PM Finish Time: 8PM

Will your event feature any musical entertainment? ☐ Yes ☒ No

*If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.*

## SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☒ Yes ☐ No

***A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.***

## INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No

# Special Event Application

## PORTABLE RESTROOMS AND SINKS

**The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.**

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: \_\_\_\_\_ Number of ADA Accessible Portable Toilets: \_\_\_\_\_

If "No", please explain: \_\_\_\_\_

---

**Portable restrooms may not be located within 50 feet of any food vendor.**

Restroom Company: \_\_\_\_\_

Restroom Drop off / Pick Up Date for Drop Off: \_\_\_\_\_ Time for Drop Off: \_\_\_\_\_

Date for Pick Up: \_\_\_\_\_ Time for Pick Up: \_\_\_\_\_

## ALCOHOL

Will there be alcoholic beverages at the event? ☐ Yes ☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ☒ No

If "Yes", what will be offered in addition to beer? \_\_\_\_\_

*If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.*

# Special Event Application

## VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

***If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.***

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☒ Yes

☐ No

***If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.***

## TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? \_\_\_\_\_

How many trash receptacles will be supplied for your event? <sup>2</sup> \_\_\_\_\_

When will the trash receptacles be delivered? <sup>4PM</sup> \_\_\_\_\_

When will the trash receptacles be picked up and removed from site? <sup>8PM</sup> \_\_\_\_\_

Describe your plan for the collection and removal of trash during your special event:

We will gather, clean up and dispose of all garbage during the event.

*Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.*



# Special Event Application

## SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

## RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☒ No

If "Yes" which company will you be using? \_\_\_\_\_

How many recycling receptacles will they (or you) supply for your event? \_\_\_\_\_

When will these recycling receptacles be delivered? \_\_\_\_\_

When will recycling receptacles be picked up and removed from site? \_\_\_\_\_

Describe your plan for collection and removal of recyclable materials during your special event: \_\_\_\_\_

*Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.*

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# Special Event Application

## SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

Talked to Sarah at Health Department about food trucks.

## STANDARD CONDITIONS OF APPROVAL

***Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.***

### GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: CA

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

### STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

### SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

### POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

### ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: CA

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

### PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

### INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

### FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: CA

# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

### TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: CA



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

### FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: CA



# Special Event Application

## STANDARD CONDITIONS FOR ALL EVENTS (continued)

### ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

### FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

***Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.***

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT:   
Signature

APPLICANT: Connor Andrus  
Printed Name

DATE: 08/22/2022

TITLE: Program Director

# STAFF REPORT



|                               |                                    |                        |                   |
|-------------------------------|------------------------------------|------------------------|-------------------|
| <b>Meeting Date:</b>          | September 6, 2022                  | <b>Meeting Title:</b>  | Regular - Consent |
| <b>Submitting Department:</b> | Public Works                       | <b>Presenter:</b>      | Johnny Ziem       |
| <b>Agenda Item:</b>           | New Procurement for a Motor Grader | <b>Public Comment:</b> | Yes               |

## Purpose & Policy Considerations.

The purpose of this item is to approve the procurement of a new Motor Grader for the Streets Division of the Public Works Department.

## Requested Action.

To approve the procurement of a new Motor Grader for the Streets Division of the Public Works Department.

## Recommendations.

Staff recommends approval of the purchase of a new Motor Grader for the Streets Division of the Public Works Department in the amount of \$309,098.26.

## Background.

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

## Analysis.

Staff is using a public purchasing cooperative called Sourcewell for the procurement of this piece of equipment. Sourcewell is a municipal contracting government agency that operates as a public entity under legislative authority through the state of Minnesota and has more the 50,000 members throughout the United States. Sourcewell has been around for forty years and secures roughly \$3 billion annual purchases by using their cooperative contracts. On behalf of its members, Sourcewell streamlines the procurement process by developing Request for Proposals (RFP's) for national, competitive solicitations that meet or exceed local requirements. Their procurement team takes care of the competitive solicitation process (RFP), which saves municipalities time and money. Sourcewell secures the lowest RFP (cost) nationwide for this procurement which allows for nationwide volume pricing.

This motor grader will be replacing an older motor grader, which we are trading in (typical for most vehicles we purchase), and will allow the Streets Division to better maintain snow operations in the winter.

## Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the procurement of this vehicle/equipment at this time
2. Other

## Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability

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

**Fiscal Impact.**

The fiscal impact for this item is composed of four parts: list price, Sourcewell discount, optional equipment, and any trade-in value of the equipment we are replacing.

|              |              |                     |            | Western States |             |          |              |
|--------------|--------------|---------------------|------------|----------------|-------------|----------|--------------|
| Vehicle      | List Price   | Sourcewell Discount | % Discount | Discount       | Options     | Trade-in | Total Cost   |
| Motor Grader | \$580,204.00 | \$174,061.20        | 30%        | \$56,076.72    | \$24,032.18 | \$65,000 | \$309,098.26 |

There was \$365,000 budgeted for this item in FY23 for the procurement of this new piece of equipment.

**Staff Impact.**

Using Sourcewell generates a positive staff impact by saving both in time and money since staff does by not have time to manage our typical bidding process (opening of bid, bid review, bid bonding, bid advertisement). To finalize this purchase, staff only must place the order of this equipment after Council approval.

**Attachments or Links.**

- Western States Sales Agreement

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

I move to approve the purchase of a New Motor Grader from Western States in Pocatello, Idaho, in the amount of \$309,098.26.



Pocatello  
8403 S. 5th Ave Pocatello, ID 83204  
208.232.2640

**SOLD TO:**  
Town Of Jackson  
PO Box 1687  
Jackson, WY 83001-1687

**SHIP TO:**  
Job Site  
450 W Snow King Ave  
Jackson, WY 83001-8497

**SALES AGREEMENT**

AGREEMENT: Q000272529-4  
AGREEMENT DATE: 8/11/2022  
AGREEMENT EXPIRES: 5/1/2022  
WAREHOUSE: Pocatello Machine Sales  
CUSTOMER NO.: 4498200  
CUSTOMER PO:  
SALESMAN:

| ITEM DESCRIPTION                                                            | PRICE         |
|-----------------------------------------------------------------------------|---------------|
| 2022 Caterpillar 140 AWD Motor Grader S/N: N9500530 SMU: 10 hrs ID:E0102034 | \$350,066.08  |
| ● Delivery Freight                                                          |               |
| ● EMS Gov - 5 year 3000 hour governmental failsafe warranty                 |               |
| HENKE 12 PLHW WING S/N: 34262 YEAR: 2022 ID: E0105474                       | \$24,032.18   |
| <b>TRADE PROPOSAL</b>                                                       |               |
| 2002 Caterpillar 143H S/N: 1AL01249 SMU: 0 hrs                              | (\$65,000.00) |

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

|                                                |                                |                                            |
|------------------------------------------------|--------------------------------|--------------------------------------------|
| <b>Notes</b>                                   | Before Tax Balance             | \$309,098.26                               |
|                                                | Sales Tax                      | \$0.00                                     |
|                                                | Trade Payoff                   | \$0.00                                     |
|                                                | Downpayment                    | \$0.00                                     |
|                                                | <b>Net Due</b>                 | <b>\$309,098.26</b>                        |
| <b>Western States Equipment</b>                |                                | <b>Town Of Jackson</b>                     |
| Order Received by _____                        | Approved and Accepted by _____ |                                            |
| Title <u>Regional Sales Manager</u> Date _____ | Title _____ Date _____         |                                            |
|                                                |                                | Warranty Document Received (initial) _____ |

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000272529-4

## EQUIPMENT DETAILS

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|                                                                  |                                                         |
|------------------------------------------------------------------|---------------------------------------------------------|
| 140 AWD 140 AWD                                                  | 5158361 140 13A AWD MOTOR GRADER                        |
| 1801679 MOUNT, SNOW WING, FRAME READY                            | 2497845 TIRES, 14.0R24 MX XSNO+ * G2 MP                 |
| 3593925 LIFT GROUP, FRONT MOUNTING                               | 3806775 PRECLEANER, SY-KLONE                            |
| 4370690 NO LOCK OUT, CAB                                         | 4399110 MOLDBOARD, 14' PLUS                             |
| 5152232 STARTER, EXTREME DUTY                                    | 5154649 RIPPER-SCARIFIER, REAR                          |
| 5162552 DECALS, ENGLISH (US)                                     | 5163994 LINES, RIPPER, ADDITIONAL                       |
| 5183017 WARNING STROBE                                           | 5183026 PREMIUM CORP RADIO (12V)                        |
| 5183382 SEAT, CLOTH AIR SUSPENSION                               | 5193712 PRODUCT LINK, CELLULAR PLE641                   |
| 5222402 COVERS, UNDER CAB                                        | 5222419 GUARD, TRANSMISSION                             |
| 5226396 COLD WEATHER PLUS PKG, AWD                               | 5226654 COOLANT (-40C)                                  |
| 5226688 CAB, PLUS                                                | 5226756 DRAWBAR, TOP ADJUST                             |
| 5226760 CROSS SLOPE AUTO                                         | 5241763 ACCUMULATORS, WITH ARO                          |
| 5241765 TRANSMISSION, AUTOSHIFT                                  | 5241768 CAMERA, REAR VISION                             |
| 5243111 MIRRORS, HEATED EXTERNAL                                 | 5489540 CAT GRADE, BASE KIT                             |
| 5532591 LIGHTS, SNOW, LED                                        | 5583845 FAN, STANDARD AWD                               |
| 5585823 HIGH BAR, LED, AWD                                       | 5586474 LIGHTS, CAB ROOF, LED                           |
| 5592201 LINK BAR, HYDRAULIC                                      | 5623742 ROADING LIGHTS W/FOLD DOWN ARM                  |
| 5999900 BASE+4 (RIP, FL, WM, WT) ARO                             | 5330077 LIFT GROUP, MANUAL 1.5"                         |
| 0P3978 FUEL ANTIFREEZE, -25C (-13F)                              | 4218926 SERIALIZED TECHNICAL MEDIA KIT                  |
| 0P2265 ROLL ON-ROLL OFF                                          | 0P9003 LANE 3 ORDER                                     |
| WT-ALLIED WT-ALLIED                                              | 6167242 HENKE PLHW12 HYD POSTLESS GRADER WING           |
| 61525 24" -28" HIGH BENCHING POST ASSEMBLY OF 5/16" HIGH TENSILE | 6162300 PUSH BEAM MOUNTED TO REAR RIPPER                |
| 2490831 SINGLE NON HYD SPRING CUSHIONED PUSH BEAM WITH MANUAL    | 61624 LOOSE SHIP                                        |
| 6188 HOSE KIT TO CONNECT HYD PUSH BEAM                           | 6211404 1/2"X6" SAE 1084 HIGH CARBON STEEL CUTTING EDGE |
| 7182020 PAINT CAT YELLOW                                         |                                                         |



## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Regional Sales Manager

Date: \_\_\_\_\_



Caterpillar Inc.  
Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF  
ENTERED INTO P.I.S.

### Delivery Service Record

### Comprobante Del Servicio de Entrega

| DLR. CODE     | MODEL   | MACHINE SERIAL NO. | HOURS | DELIVERY DATE    | ENGINE SERIAL NO. |
|---------------|---------|--------------------|-------|------------------|-------------------|
| COD. DISTRIB. | MODELO  | N/S MAQUINA        | HORAS | FECHA DE ENTREGA | N/S MOTOR         |
| H510          | 140 AWD | N9500530           | 10    |                  |                   |

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

|                                                       |                                                       |                                                       |                                                       |
|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| Mfr. & Model or Part No,<br>Fabricante y Modelo o N/P | Mfr. & Model or Part No,<br>Fabricante y Modelo o N/P | Mfr. & Model or Part No,<br>Fabricante y Modelo o N/P | Mfr. & Model or Part No,<br>Fabricante y Modelo o N/P |
| Serial No.<br>N/S                                     | Serial No.<br>N/S                                     | Serial No.<br>N/S                                     | Serial No.<br>N/S                                     |

Customer Name (Please Print)  
Nombre del Cliente (con letra de imprenta) Town Of Jackson

Dirección postal completa PO Box 1687 Jackson, WY 83001-1687

Country  
país USA

**Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.**  
**El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.**

- |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.<br>Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.              | <input type="checkbox"/> 3. Parts Book delivered with machine.<br>Se entregó con la máquina el Catálogo de Piezas.                                                    |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user,<br>Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed,<br>Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03). |

User's Signature  
Firma del usuario \_\_\_\_\_

Dir. Rep. Signature  
Firma del representante  
del distribuidor \_\_\_\_\_

**Delivery Checklist** CONTINUED ON REVERSE SIDE

#### At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

#### At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine,
- ☐ Show location of all serial numbers on machine.

#### **Lubrication and Maintenance.**

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

### **Lista de Comprobación SIGUE AL DORSO**

#### En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

#### En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

#### **Lubricación y Conservación**

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Company UCID : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_



# GEM Failsafe Maintenance Agreement



CUSTOMER NO.: 4498200

Thursday, August 11, 2022

- Preventive Maintenance Kits - Necessary filters, seals, gaskets and SOS kits required by the Caterpillar Lubrication and Maintenance guide are included. With the exception of dry filters, NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- This agreement will automatically terminate in accordance with the completion of the last service or when Warranty Failsafe expires for Machine listed below.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- No phone calls needed, we will proactively monitor your machine hours to ship your POK kits if equipped with productlink.
- In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.
- Agreement will follow the Warranty terms.
- Yearly machine condition inspection will be performed.

| Equipment Number | Serial Number | Model Number |
|------------------|---------------|--------------|
| E0102034         | N9500530      | 140 AWD      |

Agreement requires shipping address for the parts only kits. (No PO BOX)

Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

Customer

Western States Equipment

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

Thursday, August 11, 2022

## Terms and Conditions

**OBJECTIVE:** The objective of this Preventive Maintenance Agreement is to ensure that our customers receive the benefits of consistent, thorough, managed maintenance.

**SERVICES PERFORMED:** The parts (excluding oil) to perform scheduled routine Preventive Maintenance will be supplied performed in accordance with Manufacturer's recommendations described in the Operation & Maintenance Manual.

**ADDITIONAL PARTS & LABOR:** Additional parts such as A/C and cab filters, engine air filters and make-up fluids are not included in the above listed services. Any additional parts/fluids and applicable labor (beyond the manufacturer's specifications) may be added at the time of service, at an additional cost to the customer.

**WESTERN STATES EQUIPMENT COMPANY'S RESPONSIBILITIES:**  
Provide a contact person to coordinate delivery of PM kits.

**CUSTOMER RESPONSIBILITIES:**  
-Perform all 10 hr., 50 hr., and 100 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual.  
-Maintain accurate records of daily inspections, including machine operating hours.  
-Provide a contact person for Western States Equipment Company to advise of upcoming PMs and confirm delivery  
-Provide and add daily make-up fluids (fuel, oil, coolant, grease) using fuel, coolants and lubricants that meet Manufacturer's specifications.  
-Any additional filters outside of the scheduled service intervals will be the customer's responsibility.

**TERMS OF AGREEMENT:**  
This agreement will be in effect for the duration of the agreed terms. The prices quoted are subject to change upon the expiration of this agreement. This agreement is renewable with a mutual understanding of new terms. NOTE: This Agreement is not a contract and cannot be managed on a "Contractual Basis".

**EXCEPTIONS:** Delays or failures to perform, caused by acts beyond the reasonable control of either parties to this agreement, shall not constitute a breach of this agreement when a reasonable effort is made to correct such delays or failure. The acts may include, but are not limited to, acts of war, acts of God, supplier material shortages, riots, strikes, or government regulations imposed after the date of this agreement, etc. Each party must notify the other within 3 business days if this part of the agreement is to be exercised.

**WARRANTY AND INDEMNIFICATIONS:** Western States Equipment Company warrants that all filters and other goods shall be new. In no event shall Western States Equipment Company be liable for indirect, special or consequential damages, including but not limited to, claims for loss of anticipated profits or other economic loss in connection with or arising from the furnishing, functioning, or use of any item of equipment or service provided for in this agreement.

# STAFF REPORT



|                               |                                      |                        |                   |
|-------------------------------|--------------------------------------|------------------------|-------------------|
| <b>Meeting Date:</b>          | September 6, 2022                    | <b>Meeting Title:</b>  | Regular - Consent |
| <b>Submitting Department:</b> | Public Works                         | <b>Presenter:</b>      | Johnny Ziem       |
| <b>Agenda Item:</b>           | New Procurement for a Snowplow Blade | <b>Public Comment:</b> | Yes               |

## **Purpose & Policy Considerations.**

The purpose of this item is to amend the FY23 Central Equipment Budget and approve the procurement of a new Snowplow Blade for the Streets Division in the Public Works Department.

## **Requested Action.**

To amend the FY23 Central Equipment Budget and approve the procurement of a new Snowplow Blade for the Streets Division in the Public Works Department.

## **Recommendations.**

Staff recommends approval of a new Snowplow Blade for the Streets Division in the Public Works Department in the amount of \$21,000 and request Council approval to amend the FY23 Central Equipment Budget.

## **Background.**

The Public Works Department procured a dump truck/snowplow roughly five years ago that came with a snowplow blade. Unfortunately, the snowplow blade that came with the dump truck/snowplow was much smaller in height than Public Works typically uses during snowplow operations.

## **Analysis.**

When using this particular piece of equipment during snowplow operations, the driver has a hard time seeing the snow blade due to its height. The smaller height can cause the driver to lose sight of the blade and the angle at which the blade is set to plow. Public Works staff would like to purchase a much higher snowplow blade and would like to keep the current snowplow blade as a spare.

## **Possible Alternatives.**

Possible alternatives for this item include:

1. Not approving the procurement of a new snowplow blade and keeping the current blade for snowplow operations
2. Other

## **Comprehensive Plan & Priority Alignment.**

- Chapter 8: Quality Community Service Provision
  - Principle 8.1 – Maintain current, coordinated service delivery
  - Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

## **Fiscal Impact.**

During the FY23 Budget preparation, staff developed the Central Equipment Fund with the recommendation to replace the snowplow blade. The Central Equipment Fund has the fund balance to cover this purchase, and like other purchases in this fund, will be paid back through the life of the equipment by the department responsible for the purchase. Unfortunately, due to a communication error between Public Works and Finance, the

snowplow blade was not included in the recommended budget to Council. Since this purchase was originally envisioned for the Central Equipment Fund, staff feels confident that this amendment and procurement will not have any negative impact on the fund.

**Staff Impact.**

Staff impact includes roughly three hours researching the best option for procurement and working with our vendor to get a cost for this equipment.

**Attachments or Links.**

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

I move to approve the procurement of a new snowplow blade for the Streets Division in the Public Works Department in the amount of \$21,000 and further approve amending the FY23 Central Equipment Budget to allow for this purchase.

# STAFF REPORT



|                               |                                                                            |                        |                   |
|-------------------------------|----------------------------------------------------------------------------|------------------------|-------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                          | <b>Meeting Title:</b>  | Regular - Consent |
| <b>Submitting Department:</b> | Public Works                                                               | <b>Presenter:</b>      | Johnny Ziem       |
| <b>Agenda Item:</b>           | To Award Bid # 23-02 for the Procurement of New Police Department Vehicles | <b>Public Comment:</b> | Yes               |

## **Purpose & Policy Considerations.**

The purpose of this item is to accept and award Bid # 23-02 for the purchase of four new hybrid Police Department Patrol vehicles.

## **Requested Action.**

To approve and award Bid # 23-02 for the purchase of four new hybrid Police Department Patrol vehicles.

## **Recommendations.**

Staff is requesting that Council review and approve the procurement of four new hybrid vehicles for the Patrol division within the Police Department.

## **Background.**

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson. When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

## **Analysis.**

This vehicle will be purchased for and used by the Police Department. This division is the largest unit within the Police Department and is responsible for providing service 24-hours a day.

This procurement is the second order of hybrid vehicles for the Police Department. This spring, the Public Works Fleet Division accepted delivery of the first order of hybrid Patrol vehicles placed in 2021. Procuring hybrid vehicles not only saves on fuel costs and increases our overall efficiencies, but also allows the Patrol Division of the Police Department to perform their duties at the highest level.

## **Possible Alternatives.**

Possible alternatives for this item include:

1. Not approving and awarding Bid # 23-02
2. Providing staff direction on a new bid request and direct the bid to reissued
3. Other

## **Comprehensive Plan & Priority Alignment.**

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



**Fiscal Impact.**

We received one bid which is listed below. The one bid received was from Ken Garff Ford of Cheyenne, Wyoming. For the FY23 Budget, we show a budget of \$259,600 for the procurement of four new hybrid patrol vehicles. Additionally, the FY23 Budget amount will also be used to pay for parts and labor to build each vehicle and ready for service.

| <u>Vendor</u>  | <u>Vehicle Type</u> | <u>Unit Cost</u> | <u>Trade-in Value</u> | <u>Final Cost</u> |
|----------------|---------------------|------------------|-----------------------|-------------------|
| Ken Garff Ford | Ford Hybrid SUV AWD | \$ 45,294.00     | \$ -                  | \$ 181,176.00     |

It is typical to trade-in older Police Department vehicles when staff purchases new vehicles. Since the Police Department (PD) is currently fully staff, including new approved positions, the PD requested to not trade in any vehicles during this procurement. The vehicles that would have been traded-in this year will be traded-in on purchases in the next fiscal budget. By not trading-in any older vehicles during this procurement, those vehicles will be used by new PD staff.

**Staff Impact.**

Public Works staff will be impacted in additional labor hours to build each patrol vehicle when it arrives, which is estimated to be 100 hours per to vehicle.

**Attachments or Links.**

- Bid # 23-02 results

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

I move to accept Bid # 23-02 for the procurement of four new hybrid Police Department vehicles and award the contract to Ken Garff Ford of Cheyenne, Wyoming, in the amount of \$ 181,176.00.

BID NUMBER: Bid 23-02

PROJECT NAME: 4 AND Hybrid SUV

OPENING DATE &  
TIME: Aug. 18, 2022 @ 3pm

OPENED BY: Riley Taylor S

|   | Name of Bidding Agency & City | Proof of WY<br>Residency | Number of<br>Addendums<br>Acknowledged | Bid Bond /<br>Check |  | Bid Amount            | Returned Bid<br>Bond / Check |
|---|-------------------------------|--------------------------|----------------------------------------|---------------------|--|-----------------------|------------------------------|
| 1 | Ken Graff, cheyenne           | X                        | N/A                                    | X                   |  | \$45,294.00           |                              |
|   |                               |                          |                                        |                     |  | TOTAL<br>\$181,176.00 |                              |
| 2 |                               |                          |                                        |                     |  |                       |                              |
|   |                               |                          |                                        |                     |  |                       |                              |
| 3 |                               |                          |                                        |                     |  |                       |                              |
|   |                               |                          |                                        |                     |  |                       |                              |
| 4 |                               |                          |                                        |                     |  |                       |                              |
|   |                               |                          |                                        |                     |  |                       |                              |
| 5 |                               |                          |                                        |                     |  |                       |                              |
|   |                               |                          |                                        |                     |  |                       |                              |
| 6 |                               |                          |                                        |                     |  |                       |                              |
|   |                               |                          |                                        |                     |  |                       |                              |



**Town of Jackson**

**BID# : 23-02**

**''FOUR AWD HYBRID  
SUV''**

## BID INSTRUCTIONS AND INFORMATION

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

Town of Jackson  
BID 23-02  
RILEY TAYLOR  
P.O. Box 1687  
150 East Pearl Street  
Jackson, WY. 83001

Bidder shall mark lower left-hand corner with bid name:  
**``BID 23-02 FOUR AWD HYBRID SUVs``**

- Bidder must specify delivery from acceptance of bid by Town. Bid prices shall be F.O.B. Jackson, 450 West Snow King Avenue, Jackson, Wyoming.
- Bids will be accepted until **Thursday, August 18th, 2022, at 3:00 PM**. Bids will be opened and acknowledged at 3:05 PM at the Town Council Chambers, 150 East Pearl Avenue, Jackson, WY.
- These specifications are to be considered as minimums and must be equal to or exceeded. Bid shall be submitted on enclosed specification form. Bidder must check appropriate yes/no as per specification. Checking **``yes`` will mean full compliance, checking ``no`` will mean an exception is being taken**. All exceptions to minimums shall be listed and explained on a page titled **Bid Exceptions**. Entire specification form shall be filled out to be considered for this project.
- The Town of Jackson reserves the right to waive any and/or all irregularities in the bids and for rejecting any and/or all bids.
- Unit bid shall be new and unused of the latest year and model.
- Bidder shall enclose a letter on company letterhead detailing the manufactures warranty, name and address of OEM chassis warranty shop and warranty details for all added equipment/accessories.
- Per Wyoming Statue 16-6-107 a 5% preference will be given to bidders within the State of Wyoming.
- The Contract shall be bid to the most responsible certified resident making the responsive proposal, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the WORK to nonresident contractors (W.S. § 16-6-101, et seq.).
- **Bidder at time of bid submittal must furnish bid bond, or certified cashier's check in the amount equal to five (5%) percent of total bid. Successful bidder's surety shall be returned upon delivery inspection and acceptance of bid unit.**

**TOWN OF JACKSON**  
**"FOUR AWD SUVs"**  
**BID#: 23-02**

**1) GENERAL DESCRIPTION:**

- Y ☒ N ☐ A. Current model, new and unused, AWD HYBRID SUV.  
Y ☒ N ☐ B. Minimum wheelbase (118") one-hundred and eighteen inches.  
Y ☒ N ☐ C. Maximum wheelbase (120") one-hundred twenty inches.  
Y ☒ N ☐ D. Fuel tank capacity minimum (18) eighteen gallons.

**2) ENGINE & ENGINE EQUIPMENT:**

- Y ☒ N ☐ A. Fuel injected V6 HYBRID engine.  
Y ☒ N ☐ B. Cold climate package with factory engine block heater.  
Y ☒ N ☐ C. Lithium-ion battery pack.  
Y ☒ N ☐ D. EPA Estimated fuel economy 16 to 21 highway or better.

**3) TRANSMISSION & TRANSMISSION EQUIPMENT:**

- Y ☒ N ☐ A. Heavy duty automatic transmission with ten (10) speeds.  
Y ☒ N ☐ B. Column shift.  
Y ☒ N ☐ C. Heavy duty transmission cooler.

**4) CHASSIS:**

- Y ☒ N ☐ A. Independent front strut style suspension.  
Y ☒ N ☐ B. Multi-link rear suspension.

**5) BRAKES:**

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

**6) TIRES & WHEELS:**

- Y ☒ N ☐ A. (5) Five 18"X8.0 painted black steel with wheel hub cover.  
Y ☒ N ☐ B. (5) Five ~~245/55R18~~ A/S BSW. **255/60 R 18**

**7) ELECTRICAL SYSTEM:**

- Y ☒ N ☐ A. Battery minimum 800 CCA.  
Y ☒ N ☐ B. 220 AMP DC/DC converter (in lieu of alternator).

**KEN GARFF CHEYENNE**  
**2200 WESTLAND RD**  
**CHEYENNE, WY 82001**



### 8) STEERING:

Y ☒ N ☐ A. Electric power assist steering

### 9) UPHOLSTERY and TRIM:

Y ☒ N ☐ A. 1<sup>ST</sup> row, police grade cloth dual front buckets  
Y ☒ N ☐ B. 2<sup>ND</sup> row vinyl split bench  
Y ☒ N ☐ C. Floor- heavy duty thermoplastic elastomer

### 10) INSTRUMENTATION:

Y ☒ N ☐ A. Speedometer/ trip odometer  
Y ☒ N ☐ B. Engine temperature gauge  
Y ☒ N ☐ C. Fuel gauge

### 11) REAR DIFFERENTIAL:

Y ☒ N ☐ A. Final drive ratio = 3.73

### 12) ACCESSORIES and CONVENIENCE ITEMS:

Y ☒ N ☐ A. Dual power outside mirrors.  
Y ☒ N ☐ B. Inside day/night rear view mirrors.  
Y ☒ N ☐ C. Sun visor left and right.  
Y ☒ N ☐ D. Convenience light package, dome light.  
Y ☒ N ☐ E. Shaded windshield with tinted door glass. (2<sup>nd</sup> row, rear quarter, and lift gate privacy glass).  
Y ☒ N ☐ F. Dual horns.  
Y ☒ N ☐ G. Dark car feature.  
Y ☒ N ☐ H. AM/ FM// MP3 Capable/Voice activated hands free phone system/ Clock/ 4 Speaker Radio. programmable steering wheel-mounted controls  
Y ☒ N ☐ I. Air conditioning front/ heavy duty high output heater.  
Y ☒ N ☐ J. Intermittent two-speed wiper system.  
Y ☒ N ☐ K. Power locks, windows, driver's seat, and mirrors.  
Y ☒ N ☐ L. Remote keyless entry system, single key system, 6 sets of keys, 2 keyless remotes.  
Y ☒ N ☐ M. Drivers' side black LED spotlight.

### 13) PAINT:

Y ☒ N ☐ A. Exterior paint color- White.  
Y ☒ N ☐ B. Interior paint to match exterior.

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**2200 WESTLAND RD**  
**CHEYENNE, WY 82001**

#### 14) VEHICLE MANUAL:

Y ☒ N ☐ A. Bidder shall provide one complete set of vehicle repair overhaul and wiring manual, within (30) thirty days of vehicle delivery.

#### 15) DELIVERY INVOICE:

Y ☒ N ☐ A. Bidder shall furnish a copy of factory invoice listing standard and optional equipment as bid, at time of vehicle delivery.  
Y ☒ N ☐ B. Manufacture shall provide warranty service for a minimum of three years or 36,000 miles.  
Y ☒ N ☐ C. Enclose detailed letter with warranty coverage & address of dealer warranty shop.

#### 16) SPECIFICATIONS:

Make: Ford Model: PIU Year: 2023  
Wheelbase: 119.1 Inches Length: 198.8  
AWD/Four Wheel: Yes: X No:           
Drive:           
Fuel Tank Capacity: Gas: X Gallons: 19  
MPG City: 23 MPG Highway: 24 MPG Combines: 24  
Engine: 3.3 V6 Hybrid Liter: ~~2.3~~ 318 Horsepower@          RPM'S  
Alternator: 220 AMPS Rated. Battery: 800 CCA  
Wheels: 18" x 8.0 painted black steel wheel w/ chrome hub cover  
Transmission: 10 speed automatic  
Rear Axle Ratio: 3.73  
Traction Control: Yes: X No:          Stability Control: Yes: X No:           
Tires MFG.:          Size: 255/60 R18 Tread: A/S  
Warranty Center: Any Ford dealer.  
Warranty Months: 36 B-D Warranty Miles: 36,000 B-D  
60 Powertrain 100,000 Powertrain  
96 Hybrid unique components 100,000 Hybrid unique comp.

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CHEYENNE, WY 82001

## BID PROPOSAL

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

Bid per Specifications # 23-02: \$ 45,294

Total. 4 vehicles: \$ 181,176

90-180 days ARO  
Proposed Delivery Date:

Ken Garff Cheyenne  
Name of Firm:

David Sutherland  
Authorized Name:

[Signature] 8-11-22  
Authorized Signature: Date:

dsutherland@ken garff.com  
E-mail:

307-638-3335  
Area code and phone #:

2023 EXPLORER 4-DOOR

Order No: D700    Priority: L2    Ord FIN: QS044    Order Type: 5B    Price Level: 315

Ord Code: 500A    Cust/Flt Name: JACKSON    PO Number:

|      |                  | RETAIL  | DLR INV    |       | RETAIL           | DLR INV   |
|------|------------------|---------|------------|-------|------------------|-----------|
| K8A  | 4DR AWD POLICE   | \$47165 | \$45750.00 | 153   | FRT LICENSE BKT  | NC        |
|      | .119" WHEELBASE  |         |            |       | SP DLR ACCT ADJ  | (961.00)  |
| YZ   | OXFORD WHITE     |         |            |       | SP FLT ACCT CR   | (1320.00) |
| 9    | CLTH BKTS/VNL R  |         |            |       | FUEL CHARGE      | 8.88      |
| 6    | EBONY            |         |            | B4A   | NET INV FLT OPT  | NC        |
| 500A | EQUIP GRP        |         |            |       | DEST AND DELIV   | 1495      |
|      | .AM/FM STEREO    |         |            |       |                  | 1495.00   |
|      |                  |         |            | TOTAL | BASE AND OPTIONS | 49510     |
| 99W  | .3.3L HYBRID     | NC      | NC         | TOTAL |                  | 49510     |
| 44B  | .10-SP MOD HYBRD | NC      | NC         |       |                  | 45294.88  |
|      | FLEET SPCL ADJ   | NC      | (485.00)   |       |                  |           |
| 41H  | ENG BLK HEATER   | 90      | 85.00      |       |                  |           |
| 425  | 50 STATE EMISS   | NC      | NC         |       |                  |           |
| 43D  | COURTESY DISABL  | 25      | 24.00      |       |                  |           |
| 51R  | DRV LED SPT LMP  | 395     | 371.00     |       |                  |           |
| 55F  | KEYLESS - 4 FOB  | 340     | 320.00     |       |                  |           |

F1=Help                      F2=Return to Order                      F3/F12=Veh Ord Menu

F4=Submit      F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC007001

KEN GARFF CHEYENNE  
2200 WESTLAND RD  
CHEYENNE, WY 82001





# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



Contractor Number: 2063

THIS CERTIFIES THAT:

**KGA-CHEY, LLC**

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 4TH DAY of NOVEMBER TWO THOUSAND AND 21

A handwritten signature in black ink, reading "Trevor Mansfield".

Trevor Mansfield, Business Manager

EXPIRATION DATE: 11/3/2022



To verify the authenticity of the certificate,  
please contact our office at 307-777-7261 or visit  
[wyomingworkforce.org/businesses/labor/info](http://wyomingworkforce.org/businesses/labor/info)

CERTIFICATE SERIAL NUMBER: 0411202137



HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

## CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



Remitter: KGA-CHEY, LLC

Date 08/11/2022

9669301043

Valid after 7 years

25-3

440

Pay To The TOWN OF JACKSON  
Order Of:

Pay: NINE THOUSAND FIFTY EIGHT DOLLARS AND 80 CENTS

\$\$\$ 9,058.80 \*\*

Do not write outside this box

Memo:

Bid # 23-02

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH

⑈9669301043⑈ ⑆044000037⑆ 758661383⑈

WARNING: DO NOT CASH CHECK WITHOUT  
NOTING THE ARTIFICIAL WATERMARK.  
HOLD CHECK AT 45 DEGREE ANGLE TO VIEW.



X \_\_\_\_\_ MP

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT

FOR INFORMATION CONCERNING THIS INSTRUMENT

CONTACT:

JPMORGAN CHASE BANK, N.A.

1-866-593-0356

Security features on this document include:  
1. Microprint Endorsement Line  
2. Artificial Watermark on back of document  
Absence of these features may indicate alteration.  
® Padlock design is a certification mark of Check Payment  
Systems Association

2013656291

# STAFF REPORT



|                               |                                           |                        |                              |
|-------------------------------|-------------------------------------------|------------------------|------------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                         | <b>Meeting Title:</b>  | Regular Town Council Meeting |
| <b>Submitting Department:</b> | Jackson Police Department                 | <b>Presenter:</b>      | Michelle Weber               |
| <b>Agenda Item:</b>           | Appointment of Special Municipal Officers | <b>Public Comment:</b> | Yes                          |

## Purpose & Policy Considerations.

The purpose of this item is to appoint individuals as Special Municipal Officers with specific authority to issue citations for certain violations of the Jackson Municipal Code.

## Requested Action.

Staff recommends Council appoint the following individuals as Special Municipal Officers:

Jerad Weston – Community Service Officer  
Andrea Reynolds – Community Service Officer  
Keeley Buhler – Community Service Officer

## Recommendations.

Staff recommends Council appoint the following individuals as Special Municipal Officers:

Jerad Weston – Community Service Officer  
Andrea Reynolds – Community Service Officer  
Keeley Buhler – Community Service Officer

## Background.

During the 2007 Wyoming Legislative Session, Senate File 79 was proposed to provide for legislation to allow special municipal officers that are not certified peace officers to issue citations for municipal code offenses. The rationale of the proposal was: 1) The importance for safety and quality of life to have enforceable municipal ordinances; 2) Municipalities need to use their employees in the most efficient and cost-effective way; 3) It is especially important to utilize public safety employees as efficiently as possible; and, 4) The proposed legislation carefully establishes limited authority for special municipal officers only for municipal violations.

Senate File 79 was passed by the 2007 Legislature thereby allowing a municipality to appoint special officers that will now have specific authority to issue citations for municipal code violations.

Accordingly, the Town of Jackson may specifically appoint municipal officers with specific authority to issue citation for Jackson Municipal Code violations. Community Service Officers of the Jackson Police Department were hired and assigned to specifically enforce the Municipal Code, which includes health and safety, animals, parking violations, and nuisances.

## Analysis.

N/A

## Possible Alternatives.

N/A

**Comprehensive Plan & Priority Alignment.**

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

**Fiscal Impact.**

N/A

**Staff Impact.**

Preparation of this report took approximately 30 minutes.

**Attachments or Links.**

N/A

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

I move to appoint the following individuals as Special Municipal Officers:

Jerad Weston – Community Service Officer  
Andrea Reynolds – Community Service Officer  
Keeley Buhler – Community Service Officer

# STAFF REPORT



|                               |                                                                                                             |                        |                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                                                           | <b>Meeting Title:</b>  | Regular Council Meeting – Consent |
| <b>Submitting Department:</b> | Joint Affordable Housing                                                                                    | <b>Presenter:</b>      | April Norton                      |
| <b>Agenda Item:</b>           | First Amendment of Purchase Agreement for Affordable Workforce Housing at 910 Smith Lane and 915 Simon Lane | <b>Public Comment:</b> | Yes                               |

## **Purpose & Policy Considerations.**

Council will consider an amendment to the previously approved Purchase Agreement for 910 Smith Lane. This amendment does not change any terms of the purchase and is strictly clerical in nature.

## **Requested Action.**

Town Council is asked to consider and approve an amendment to the Purchase Agreement for 910 Smith Lane with a minor revision to ensure consistency between the Purchase Agreement and closing documents produced by the title company.

## **Recommendations.**

Staff recommends approving the First Amendment To Agreement For Purchase And Sale Of Real Property (“Amendment”). This amendment does not change any terms or conditions, thus does not impact the Town, but does satisfy a request of the seller.

## **Background.**

On July 5, 2022, Town Council approved a Purchase Agreement to buy a 0.12-acre lot adjacent to a lot of the same size currently owned by the Town of Jackson. The purchase is coupled with a ground lease to S4 Flats LLC for construction of 12 condo dwelling units with Affordable or Workforce restrictions. Additionally, a guarantee of eight revolving rights of first purchase are secured by the Town of Jackson.

Since the July 5, 2022 approval, the seller of 910 Smith Lane and the Housing Department with the Town Attorney, on behalf of the Town Council, have pursued closing on this purchase and the legal transfer of land ownership to the Town of Jackson. The agreed-upon purchase price for the lot is \$1.2 million even though the most recent appraisal of the property estimated a value of \$1.6 million. Upon review of closing documents produced by the title company, the seller became concerned that Purchase Agreement stated the price as \$1.6 million and memorialized a \$400,000 gift as a deduction on the total owed by Town of Jackson (bringing the final amount to \$1.2 million). The seller’s request is that the Agreement be amended to state the purchase price as the agreed-upon total of \$1.2 million, and the appraisal section memorialize the \$1.6 million appraised value.

This change does not impact the Town as the buyer, as the purchase price is identical; it is simply a technical redrafting of the Agreement at the seller’s request.

## **Analysis.**

N/A

## **Possible Alternatives.**

1. Not approving this amendment, which may cause detriment or delay to closing on the purchase of this property.

## **Fiscal Impact.**

None—this amendment does not impact the agreed-upon purchase price for the property, terms of the agreement or Town of Jackson investment in this project.



**Staff Impact.**

The Town Attorney spent approximately 3 hours coordinating and drafting the proposed First Amendment to Agreement for Purchase and Sale of Real Property. The Town Finance Director spent approximately 3 hours reviewing closing documents and coordinating the transfer of Town funds. Housing Department staff has spent approximately 2 hours reviewing and corresponding for this amendment request. Writing and review of the staff report for this item has resulted in approximately 2 hours of staff time.

**Attachments or Links.**

1. First Amendment to Agreement for Purchase and Sale of Real Property
2. Previously approved Purchase Agreement
3. July 5, 2022 Staff Report on initial consideration of Purchase Agreement and Ground Lease

**Suggested Motion.**

I move to approve the First Amendment to Agreement for Purchase and Sale of Real Property between the Town and RD RENTALS LLC and to authorize the Mayor to execute the document subject to minor changes by staff.

## FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**First Amendment**") is by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 East Pearl Street/P.O. Box 1687, Jackson, Wyoming 83001 ("**Buyer**") and RD RENTALS LLC, a limited liability company of the State of Wyoming, P.O. Box 877, Wilson, Wyoming 83014 ("**Seller**").

### RECITALS

**WHEREAS**, Buyer and Seller executed an *Agreement For Purchase And Sale Of Real Property* on \_\_\_\_\_ ("**Agreement**").

**WHEREAS**, this First Amendment is being executed by the parties in order to amend the section of the Agreement addressing the purchase price and appraisal.

Now therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller agree as follows:

A. **Amendment to Section 3 of the Agreement**. Section 3 of the Agreement shall be rewritten as follows:

3. **PURCHASE PRICE**: The total purchase price for said real and personal property shall be One Million Two Hundred Thousand US Dollars (US \$1,200,000.00) ("**Purchase Price**") to be paid in the following manner:

Balance of One Million Two Hundred Thousand US Dollars (US \$1,200,000.00) to be paid on the Closing Date through cash or check.

B. **Amendment to Section 8 of the Agreement**. Section 8 of the Agreement shall be added as follows:

8. **APPRAISAL**: Buyer is a public entity and will be using taxpayer funds to purchase the property. One appraisal has been conducted of the property. This appraisal valued the property at US \$1,600,000.00. Notwithstanding the foregoing, Seller agrees to execute the sale at the Purchase Price.

C. **Terms of the Agreement**. Any terms of the Agreement not otherwise modified herein shall remain as is and unaffected by this First Amendment.

In witness whereof, the parties have executed this First Amendment as of the last date written below.

**SELLER**

**RD RENTALS LLC**, a limited liability company of the State of Wyoming

\_\_\_\_\_  
By: Dennis Tobin  
Its: President

Date: \_\_\_\_\_

STATE OF WYOMING     )  
                                      )     ss  
COUNTY OF TETON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared Dennis Tobin for RD RENTALS LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**BUYER**

**Town of Jackson**, a municipal corporation of the State of Wyoming

By: Hailey Morton Levinson  
Its: Mayor

ATTEST:

By: Riley Taylor  
Its: Town Clerk

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Riley Taylor, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

NOTARY PUBLIC

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This *Agreement For Purchase And Sale Of Real Property* ("**Agreement**") is made and entered into this 5 day of July 2022 ("**Effective Date**"), by and between the Town of Jackson, Wyoming, a duly constituted municipal corporation of the State of Wyoming, P.O. Box 1687 Jackson, Wyoming 83001 ("**Buyer**"), and RD RENTALS LLC, a limited liability company of the State of Wyoming, P.O. Box 877, Wilson, Wyoming 83014 ("**Seller**"), (together "**Parties**").

### WITNESSETH:

**WHEREAS**, the Seller is the owner of certain real and personal property situated in Teton County, Wyoming, and are desirous of selling the same to Buyer who is desirous of purchasing the same, upon the terms and conditions set forth herein, as are more particularly described below; and

**WHEREAS**, the Parties desire to set out the terms and conditions of their agreement in writing with respect to the purchase and sale of said real and personal property.

**NOW THEREFORE**, in consideration of the premises, the terms and conditions hereinafter set forth to be faithfully performed by each, and other good and valuable consideration, the Parties hereto do mutually agree as follows:

1. **RECITALS:** The above and foregoing recitals are hereby incorporated into this Agreement as though fully set forth herein.

2. **DESCRIPTION OF PROPERTY:** The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller, the one parcel ("**Parcel**"), addressed as 910 Smith Lane, and legally described follows:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, Teton County, Wyoming, and being more particularly described as follows:

Lot 25 of the Jackson Hole Meadows Addition to the town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 16, 1970 as Plat No. 191.

PIN: 22-41-16-32-4-05-001.



Including and together with all and singular tenements, hereditaments, and appurtenances, and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way and easements, of sight and record.

3. PURCHASE PRICE: The total purchase price for said real and personal property shall be One Million Six Hundred Thousand US Dollars (US \$1,600,000.00) ("**Purchase Price**") to be paid in the following manner:

- a. Four Hundred Thousand Dollars (US \$400,000) gifted by Seller to Buyer.
- b. Balance of One Million Two Hundred Thousand US Dollars (US \$1,200,000.00) to be paid on the Closing Date through cash or check

4. TAXES AND ASSESSMENTS: The Parties agree that the taxes for the year 2022 shall be prorated as of the date of closing with Seller being responsible for all taxes, insurance, and all other property taxes, charges and assessments accruing in 2022 prior to that date and the Buyer being responsible to pay all taxes, insurance, and all other property taxes, charges and assessments levied and assessed thereafter.

5. TITLE COMMITMENT; OBJECTIONS TO CONDITIONS TO TITLE: A current commitment for the issuance of a standard American Land Title Association (A.L.T.A.) title insurance policy ("**Title Commitment**") from Wyoming Title and Escrow, located at 211 E Broadway Ave, Jackson, Wyoming, 83001 ("**Title Company**") in an amount equal to the Purchase Price and at Seller's expense, shall be furnished to Buyer no later than ten (10) business days after the Effective Date of this Agreement and shall be brought current as of the Closing Date (defined below). Buyer shall have the right to provide Seller written notice of any condition(s) in title or the Title Commitment to which Buyer objects within seven (7) business days of receipt of Title Commitment ("**Title Commitment Objection Deadline**"). If Buyer provides notice to Seller of objections to title to the Parcel or the Title Commitment, then Seller shall have five (5) business days within which to cure such objections or reach a written agreement with Buyer to cure such objections ("**Title Objection Cure Deadline**"). If Seller fails to cure such objection or reach a written agreement to cure prior to the Title Objection Cure Deadline to Buyer's satisfaction, Buyer shall have the option to either (i) terminate this Agreement by giving written notice of termination to Seller within two (2) business days after the expiration of the Title Objection Cure Deadline and each party hereto shall be released from all obligations hereunder or (ii) waive the objections to which no written agreement was reached and keep this Agreement in full force and effect. If Buyer fails to notify Seller in writing of an objection to the Title Commitment within the time frame set forth above, then Buyer shall be

deemed to have accepted the condition of title, excepting any objections to which written agreement was reached. If Buyer obtains a supplement or update to the Title Commitment that indicates any new conditions in title, Buyer reserves the right to object to such conditions within five (5) business days of its receipt of such supplement or update and the provisions of this Section shall apply to any new conditions. A pro forma policy or "marked" title commitment showing satisfaction of conditions to coverage shall be delivered at Closing. Seller will deliver the title insurance policy to Buyer after Closing without unreasonable delay and pay the premium thereon at the time of Closing (excluding premiums relating to extended coverage). Buyer shall be solely responsible for any additional costs associated with endorsements to the title insurance policy or extended coverage, unless otherwise agreed to in writing.

6. DUE DILIGENCE:

a. Buyer's obligations pursuant to this Agreement shall be subject to, conditioned and contingent upon the inspection, review and approval by Buyer and Buyer's attorney and agents, in all particulars, of the condition of the Parcel, explicitly including environmental assessment, sampling and testing of the Parcel and soil, water, and/or man-made materials thereupon ("**Due Diligence Investigation**"). The Buyer shall have the right, during the period commencing on the Effective Date and expiring at 5:00 P.M. Mountain Standard Time on the sixtieth (60th) calendar day after the Effective Date ("**Due Diligence Deadline**") to undertake any Due Diligence Investigation deemed necessary by Buyer.

b. Buyer may, at Buyer's sole and absolute discretion, on or before the Due Diligence Deadline: (i) terminate this Agreement for any reason or for no reason by providing notice of termination to Seller; (ii) proceed with Closing without objections subject to any additional contingencies provided elsewhere in this Agreement; or (iii) provide notice to Seller of any conditions or deficiencies or objections of any nature or sort discovered during Buyer's Due Diligence Investigation. In the event that Buyer timely delivers objection notice, the Parties shall have ten (10) business days from the date of any objection notice to reach a written agreement to remedy said objections ("**Due Diligence Cure Deadline**"). If the Parties are unable to agree upon how to remedy the objections prior to the Due Diligence Cure Deadline, Buyer, at Buyer's sole option, may (i) terminate this Agreement and the Parties will be relieved of all further obligations under this Agreement or (ii) waive the objections to which no written agreement was reached and proceed to Closing. If Buyer does not provide notice to Seller of termination or of any objections pursuant to this Section prior to the Due Diligence Deadline, then

Buyer shall be deemed satisfied with the condition of the Parcel and this Agreement will remain in full force and effect.

c. Upon twenty-four (24) hours' notice to the Seller and at reasonable times, Buyer and Buyer's agents may enter the Parcel for purposes of conducting any Due Diligence Investigation deemed necessary by Buyer; provided, however, that Buyer will minimize any disruption of Seller's use of the Parcel and, should Buyer fail to purchase the Parcel, then Buyer will repair and restore any damage to the Parcel or improvements and equipment therein as a result of such. Seller authorizes Buyer to confer and consult with any and all parties who may have information or knowledge concerning the Parcel or any of the matters identified herein.

7. ITEMS INCLUDED IN PURCHASE PRICE:

a. The Purchase Price includes all fixtures, including without limitation, all lighting, heating and plumbing fixtures, all outdoor plants, built in appliances, permanently attached floor coverings, storm windows and devices, attached mirrors, garage door openers and controls, smoke/fire detection devices, fences, water softener(s), propane tanks, heating stove(s), and fireplace inserts, and domestic water systems, if such fixtures or items currently exist on the property. No fixtures of a permanent nature will be removed.

8. APPRAISAL: Buyer is a public entity and will be using taxpayer funds to purchase the property. One appraisal has been conducted of the property. This appraisal valued the property at US \$1,600,000.00. Notwithstanding the foregoing, Seller agrees to execute the sale at the Purchase Price.

9. CLOSING: The Parties hereto agree that closing shall occur on or before 5:00PM Mountain Standard Time on ~~July 15~~ <sup>August 30</sup>, 2022 with the Parties to agree upon an exact date and time for closing ("**Closing Date**") within that period. Closing shall occur at the offices of the Title Company. The Title Company shall act as the closing agent and Seller shall be responsible for all closing costs. At Closing, fee simple title in and to the Parcel shall be conveyed to Buyer in the name of "Town of Jackson," or permitted assigns. Subject to terms and conditions set forth herein, and compliance therewith, Seller shall, at Closing, execute and deliver a good and sufficient special warranty deed ("**Deed**"), in form and substance satisfactory to counsel for Buyer, in favor of Buyer or permitted assigns, including the release and waiver of all homestead rights conveying the Parcel free and clear of all liens and other encumbrances, except: (i) liens, encumbrances, and title defects that may have arisen prior to Seller's ownership of the Parcel; (ii) the general taxes for the year as of Closing; (iii) easements for utilities benefiting the Parcel; (iv) building and zoning regulations; (v) city, state and county subdivision laws; and

(vi) reservations, restrictions, rights-of-way, agreements, and easements of record approved by Buyer and its legal counsel prior to the Due Diligence Deadline. Except as provided above, any liens on the Parcel agreed to be paid by Seller shall be paid at the time of Closing from the proceeds of the transaction contemplated hereby. In addition, Seller shall, at Closing, execute and deliver a bill of sale, in form and substance satisfactory to counsel for Buyer and Seller, in favor of Buyer or its permitted assigns for the conveyance of any Personal Property. The Personal Property shall be delivered to Buyer free and clear of any materialmen's lien, charge, or security interest and/or adverse claim.

10. DEFAULT: In the event of a default on the part of the Seller, Buyer may resort to the appropriate action at law to specifically enforce compliance with the terms of this Agreement or cancel same and recover as damages all sums paid hereunder.

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

**SELLER**

RD Rentals LLC  
P.O. Box 877  
Wilson, Wyoming 83014

**BUYER**

Town of Jackson, Wyoming  
P.O. Box 1687  
Jackson, WY 83001

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

12. RISK OF LOSS: All risk of loss, whether by casualty or condemnation, to the Parcel shall be borne by Seller until delivery of the Deeds.

13. HOMESTEAD: The Parties hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming for the purpose of this Agreement.

14. REPRESENTATIONS AND DISCLAIMERS:

a. Seller hereby represents and warrants to Buyer, to the best of Seller's actual knowledge, that the execution, delivery and performance by Seller of this Agreement (i) will not violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority having jurisdiction over Seller or the Parcel, (ii) will not violate, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Seller is a party or by which it is bound or to which the Parcel are subject, and (iii) is authorized pursuant to Seller's corporate records. The truth, accuracy, and completeness of each of the representations and warranties of Seller as of the date hereof, and as of the Closing Date, shall constitute a condition precedent to the obligations of Buyer hereunder.

b. Buyer hereby represents and warrants to Seller that the execution, delivery and performance by Buyer of this Agreement (i) will not violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority having jurisdiction over Buyer, and (ii) will not violate, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which Buyer is a party or by which it is bound. The truth, accuracy, and completeness of each of the representations and warranties of Buyer as of the date hereof, and as of the Closing Date, shall constitute a condition precedent to the obligations of Seller hereunder.

c. Buyer acknowledges that it is purchasing the Parcel described herein in "as is" condition and that no representations have been made to Buyer by Seller or Seller's agents as to the Parcel or their condition, except for warranties expressly provided for herein and except for any items noted pursuant to paragraph 6 hereof. At the time of closing Seller shall provide Buyer with all warranties and owner's manuals relating to the Parcel that are in Seller's possession. Seller warrants and will ensure that all equipment is in working condition on the closing date.

15. MISCELLANEOUS:

a. TIME: Time is of the essence of the Agreement, and the Parties agree to act promptly, and to do and to perform all acts required of them, respectively, in order to consummate this Agreement without delay.

b. BINDING EFFECT: It is mutually agreed that this Agreement shall supersede any and all prior contracts or memorandums of agreement which have been heretofore executed by the Parties and that all the

terms of said other agreements, including any previous oral agreements, have been incorporated herein. It is further agreed that this Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators and assigns.

c. SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect.

d. GOVERNING LAW; VENUE. 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 the Contract or any portion thereof.

e. LEGAL REPRESENTATION; FEES; EXPENSES: This Agreement was drafted by legal counsel for the Buyer, acting on behalf of the Town of Jackson. Seller acknowledges that they have had the opportunity to consult with an attorney of their choosing prior to entering into this Agreement. Each party shall be responsible for their own expenses in connection with this Agreement and the transactions contemplated hereby, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated hereby are consummated.

f. FORCE MAJEURE. No Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, pandemic, public enemy, civil war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control. Each Party agrees to notify the others promptly of the occurrence of any such cause and to carry out this Agreement as promptly as practicable after such cause is terminated.

g. SEVERABILITY. If any part of this Agreement is declared by any court or other judicial or administrative body of competent jurisdiction to be null, void, or unenforceable, said provision shall survive to



the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

h. AMENDMENTS; WAIVERS. This Agreement may only be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may only be waived, by a written instrument executed by the Parties hereto, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

i. SECTION AND PARAGRAPH HEADINGS. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. SALES TAX. Pursuant to Wyoming law, it is understood that the transfer of any personal property pursuant to this Agreement is not an exception to the obligation to pay sales tax. Accordingly, in accordance with Wyoming law, it shall be Buyer's obligation post-Closing to file all necessary documentation with the Department of Revenue regarding the transfer of the Personal Property and to pay all sales tax due (if any) to the State of Wyoming as a result of the transfer of the Personal Property. This item shall survive Closing and delivery of the Deed.

k. AGREEMENT REGARDING UNFORESEEN DELAY IN RECORDING DEED OR IN LENDING REQUIREMENTS. Buyer and Seller agree that the Title Company scheduled to close the transaction may not be able to record the Deeds and fund this transaction on an agreed upon Closing Date. If the Title Company must delay the Closing of this transaction, through no fault of the Buyer or Seller, the Buyer and Seller agree that the Closing shall be delayed until the Title Company is able to record the Deeds and fund the transaction without an extension agreement, but in no event may the Closing Date be extended pursuant to this Title Company delay for more than five (5) business days.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written and executed the same on the dates indicated below by their respective signatures.

**SELLER:**

**RD RENTALS, LLC**



Tobin Dennis  
RD Rentals, LLC

8/19/22  
Date

**BUYER:**

**Town of Jackson**



Hailey Morton Levinson, Mayor  
Town of Jackson, Wyoming

July 6, 2022  
Date

Attest:



Riley Taylor, Town Clerk





# STAFF REPORT



|                               |                                                                                             |                        |                         |
|-------------------------------|---------------------------------------------------------------------------------------------|------------------------|-------------------------|
| <b>Meeting Date:</b>          | May 2, 2022                                                                                 | <b>Meeting Title:</b>  | Regular Council Meeting |
| <b>Submitting Department:</b> | Joint Affordable Housing                                                                    | <b>Presenter:</b>      | April Norton            |
| <b>Agenda Item:</b>           | Consideration of a Housing Opportunity Project Located at 910 Smith Lane and 915 Simon Lane | <b>Public Comment:</b> | Yes                     |

## **Purpose & Policy Considerations.**

Council will consider a Housing Opportunity Project located at 910 Smith Lane and 915 Simon Lane that will create 12 condominium homes for members of the local workforce.

## **Requested Action.**

Town Council is asked to review the proposed development and provide direction to staff on moving forward with a Purchase Agreement and Ground Lease to build affordable workforce housing at 910 Smith Lane and 915 Simon Lane or reject the proposed development.

## **Recommendations.**

Staff recommends purchasing 910 Simon Lane and entering into a Ground Lease to develop 12 permanently deed restricted homes at 915 Simon Lane and 910 Smith Lane.

## **Background.**

From 2007 to 2012 the community worked to develop the Comprehensive Plan. This work included over 2,000 public comments and resulted in the adoption of the Jackson/Teton County Comprehensive Plan in 2012. Comprehensive Plan Policy 5.1.a sets a goal of housing 65% of our workforce locally. Comprehensive Plan Policy 5.4.a identifies Transitional Subareas that are appropriate for increased density and directs the community to develop a Workforce Housing Action Plan.

The 2015 Workforce Housing Action Plan (HAP) was informed by eight housing studies and is the result of the 2015 Housing Summit, which convened elected officials, stakeholders, and the public to examine workforce housing in Teton County and the Town of Jackson. HAP Initiative 2B ties together the Comprehensive Plan policy directives and Character Districts and directs staff to purchase appropriately zoned land for the purpose of partnering with private developers to develop housing for our working families. HAP Initiative 5A provides a map showing which neighborhoods in the community are appropriate for updated zoning in an effort to find locations to create affordable workforce housing through increased density.

In 2016 and 2018 density was added to the Transitional Subareas through updated Town zoning, implementing Comp Plan Policy 4.3.b and HAP Initiatives 5A and 5B. These Transitional Subareas have long been identified as places that are appropriate for more density because stand-alone houses are no longer affordable to households earning median income. Increasing the density of these Transitional Subareas to multifamily homes, which are more likely to be affordable to local working households, gives the community a better chance to achieve its goal of housing 65% of the workforce locally. By increasing the density, we are allowing workforce neighborhoods to retain their working family character instead of preserving the existing density and losing that working family character.

In July 2018, 910 Smith Lane and 915 Simon Lane along with the rest of their Midtown neighborhood, were rezoned to Neighborhood High Density 1 ("NH-1"). This zoning provides opportunities for developers to build more residential floor area if they are willing to permanently deed restrict a portion of it. We call this the 2:1 Workforce Housing "fill the box" Tool. The HAP tells us that we should prioritize areas that are zoned to allow for greater density for housing, which is exactly what the NH-1 zoning provides.

## The Project

The proposal in front of you today will create 12 condominium units across two lots, 910 Smith Lane and 915 Simon Lane. Eight will be two-bedroom units and four will be one-bedroom units for a total of 20 bedrooms. Eight will have 80-120% MFI deed restrictions (4, 2-beds and 4, 1-beds). It will provide 18 parking units using stacker machines.

The Town of Jackson owns 915 Simon Lane and the three-bedroom home currently houses a Town employee and their family. The property is zoned NH-1 and has been identified as a potential redevelopment site for future deed restricted housing. The individual who owns 910 Smith Lane approached the Housing Department about a potential partnership to develop deed restricted housing across both lots. As proposed, the owner is only willing to partner if the Town agrees to purchase his property for appraised value, then ground lease both properties to the development team (of which he is a part) to build the proposed project. This would be the first redevelopment in this neighborhood since the 2018 zoning update.

During their March 8, 2022 Regular Meeting, the Housing Supply Board recommended that Housing staff take this project to the Town Council for consideration. This recommendation came after the project was discussed by the board's Opportunities Committee then workshopped by the full board. These reviews offered an opportunity to refine the proposal before bringing it to Council for consideration.

## Town Participation

As proposed, the Town will purchase 910 Smith Lane for the appraised value of \$1,200,000 and then ground lease 915 Simon Lane and 910 Smith Lane to the development team. The Ground Lease will be very similar to previous leases like the one at 174 King Street and will define specific project deliverables and obligations of both the developers and the Town.

In addition to contributing the land to the development, the Town will contribute \$300,632 in cash.

In return for the land contribution and \$300,632 in cash, the Town will receive at least six and up to eight Employee Rights of First Purchase ("EROP") in the development. The exact number is up to Council to decide. More EROPs may help with Town recruitment and retention, but will limit the initial availability of the units to Town employees rather than the entire community. However, over time it is likely that Town employees who purchased units may change employment, at which point, the development will also be serving community members not employed by the Town.

These units will all be Affordable Ownership 80-120% MFI units and can be one or two bedrooms. Income and asset limits as well as maximum sales prices will be determined by median incomes at the time of sale. Current maximum sales prices by unit size and median incomes by household size are tabulated below.

## Affordability

As proposed, eight units will be restricted as Affordable Ownership 80-120% MFI units – four two-bedroom units and four one-bedroom units.

| Affordable Ownership 80-120% MFI Units |                             |                                                                                                                                                                                          |
|----------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One-bed, one-bath unit                 | Max Sales Price = \$314,947 | Max Income by Household Size <ul style="list-style-type: none"><li>1 person = \$103,320</li><li>2 people = \$118,020</li><li>3 people = \$132,840</li><li>4 people = \$147,600</li></ul> |
| Two-bed, two-bath unit                 | Max Sales Price = \$359,895 |                                                                                                                                                                                          |

Four two-bedroom units will be restricted as Workforce Rental units. The Workforce Rental units will be purchased separately, then rented to a household that qualifies under the Workforce Program (employed full-time locally, earns 75% income locally, no ownership of residential real estate within 150 miles). The Workforce Rental units do not have an appreciation cap or a rent cap and can therefore be sold for a higher price point than Workforce Ownership units that do have an appreciation cap. By selling four units as Workforce Rental units, increased affordability can be shared amongst the remaining eight units. This results in a 100% deed restricted development that is 67% Affordable Ownership and 33% Workforce Rental.

#### Unit Types

The development includes 12 condominium units with 9 and 10-foot ceilings and private balconies and porches.

1. Four one-bedroom units that are 527 square feet.
2. Four two-bedroom, two-bathroom units that are 819 square feet.
3. Four two-bedroom, two-bathroom units that are 832 square feet.

#### Parking

The development offers 18 parking spaces utilizing car stackers. The developers have agreed to include at least one electric vehicle (EV) charging station on site and have confirmed that EV charging will not be limited to non-stacker space (i.e., – cars that are on the stacker can also charge).

#### Timeline

The residential units will be constructed using modular construction methods that should minimize disruption to the neighborhood and accelerate the project timeline. Once the Ground Lease is approved, final design through construction and sales will take approximately 18 months. This includes eight months for off-site fabrication.

The current tenant located at 915 Simon Lane (Town employee) must live in the current house until the end of October 2022. At that time, the employee and his family have agreed to move to a different Town rental.

#### **Analysis.**

This project requests public investment comparable to the resources the Town of Jackson has invested in past or ongoing public-private partnership projects. Utilizing Workforce Rental units to increase affordability for the remaining units in the development is a new tool for the Town and one that ensures a 100% deed restricted development and maximizes the Town's investment through the creation of Affordable homes and the guaranteed Employee Rights of First Purchase for Town employees.

Housing Staff and the Housing Supply Board discussed density, physical development and design alternatives. This proposed 12-unit structure with a variety of three distinct floor plans in both 1 and 2-bedroom configurations was found to be an appropriate balance of considerations for housing needs and the bulk and scale character of this Midtown neighborhood. Iterations and alternatives for level of affordability of units have been discussed at length with the developer team, and the current proposal of four Workforce Rental and eight Affordable (80-120% MFI) Ownership units was refined by the Housing Director.

Redevelopment of this site for multi-family affordable workforce housing also can serve as a catalyst project demonstrating effective use of zoning in the Midtown area.

#### **Possible Alternatives.**

Alternatives include:

1. Not moving forward with the project.
2. Asking staff to come back with a different project proposal (more/less density, different design, etc.).



### **Comprehensive Plan & Priority Alignment.**

Principle 5.1 - Maintain a diverse population by providing workforce housing

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

Principle 5.2 - Strategically locate a variety of housing types

Policy 5.2.a: Provide a variety of housing options

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

Policy 5.2.c: Provide workforce housing solutions locally

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

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

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

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

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

### **Fiscal Impact.**

The Town's investment in this project would be \$2,700,632.

- Contribution of 915 Smith Lane, worth \$1,200,000 and already owned by the Town
- \$1,200,000 to purchase 915 Smith Lane
- \$300,632 cash

### **Staff Impact.**

The Town Attorney will spend an estimated 30 hours drafting the Purchase Agreement for 910 Smith Lane and writing and finalizing the Ground Lease for the development. However, should the negotiations become complex, more time may be required.

Housing Department staff has spent approximately 25 hours developing this opportunity and anticipates spending 80 additional hours shepherding the development through to completion, including qualifying buyers. Annually, the Housing Department will requalify owners and tenants within the development and provide technical assistance to the HOA.

The Town Community Development Director has spent approximately 4 hours developing this opportunity and anticipates the Planning Department spending 20 more hours on the development. Writing and review of the staff report for this item has resulted in approximately 5 hours of staff time.

### **Attachments or Links.**

Developer renderings and materials

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

I move to direct staff to prepare a Purchase Agreement for 910 Smith Lane for \$1,200,000, a Ground Lease for 910 Smith Lane and 915 Simon Lane that includes a \$300,632 investment by the Town of Jackson and \_\_\_\_\_ employee rights of first purchase for the Town of Jackson, and to bring both back to Council for approval.



910 SMITH LANE

FIGURE 9  
REAL ESTATE



# CONTENTS

## Project Overview

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- Exterior

- Site Plan

- Floorplans

- Parking Stackers

## Project Schedule

## Project Financials

- Financial Structure

- Sources and Uses

- Budget Summary

- Sale Assumptions

## Team Overview

- ch x tld – *Architect*

- Figure 9 – *Developer/Sponsor*

- TKG Construction

- SHAW Construction

## Project Criteria Worksheet

## Appendix



# Project Overview

910 Smith Lane consists of 12 workforce housing units constructed within a new three-story building, which includes covered parking spaces utilizing stacker systems on the first level, with the residential units in two floors above. The residential units will be constructed using modular construction methods, minimizing disruption to the neighborhood during construction and accelerating the project timeline.

The architecture reflects a simple and elegant modern form, with a ground floor common area, plenty of storage and bicycle parking, and an inviting entry. By utilizing the rear of the property for access and parking, the project maintains a consistent and uniform façade while the overall massing of the building utilizes a shift in materials, familiar to the mountain modern language proposed for this project. The building will be an attractive addition to the downtown area and will provide much-needed housing to the local community.

| Unit Type   | Qty |              |
|-------------|-----|--------------|
| Total Units | 12  |              |
| 1 Bed       | 4   | 33% of Units |
| 2 Bed       | 8   | 67% of Units |

|               |             |                  |
|---------------|-------------|------------------|
| Total Area    | 16,579 sqft | 11,623 sqft      |
| Residential   | 8,712 sqft  | w/o Parking Area |
| Lobby / Circ. | 2,305 sqft  |                  |
| Service       | 303 sqft    |                  |
| Amenities     | 303 sqft    |                  |
| Parking       | 4,956 sqft  | 19 Spaces Total  |

| Summary by Floor |             |            |           |   |
|------------------|-------------|------------|-----------|---|
| Level 1          |             |            |           |   |
|                  | Parking     | 4,956 sqft | 19 Spaces |   |
|                  | Trash       | 161        |           |   |
|                  | M E FP      | 142        |           |   |
|                  | Lobby/Circ. | 999        |           |   |
|                  | Storage     | 303        |           |   |
| Level 2          |             |            | Total     | 6 |
|                  | Unit 1      | 819        | 1 Bed     | 2 |
|                  | Unit 2      | 832        | 2 Bed     | 4 |
|                  | Unit 3      | 527        |           |   |
|                  | Unit 4      | 832        |           |   |
|                  | Unit 5      | 819        |           |   |
|                  | Unit 6      | 527        |           |   |
|                  | Lobby/Circ. | 653        |           |   |
| Level 3          |             |            | Total     | 6 |
|                  | Unit 7      | 819        | 1 Bed     | 2 |
|                  | Unit 8      | 832        | 2 Bed     | 4 |
|                  | Unit 9      | 527        |           |   |
|                  | Unit 10     | 832        |           |   |
|                  | Unit 11     | 819        |           |   |
|                  | Unit 12     | 527        |           |   |
|                  | Lobby/Circ. | 653        |           |   |

# Project Overview

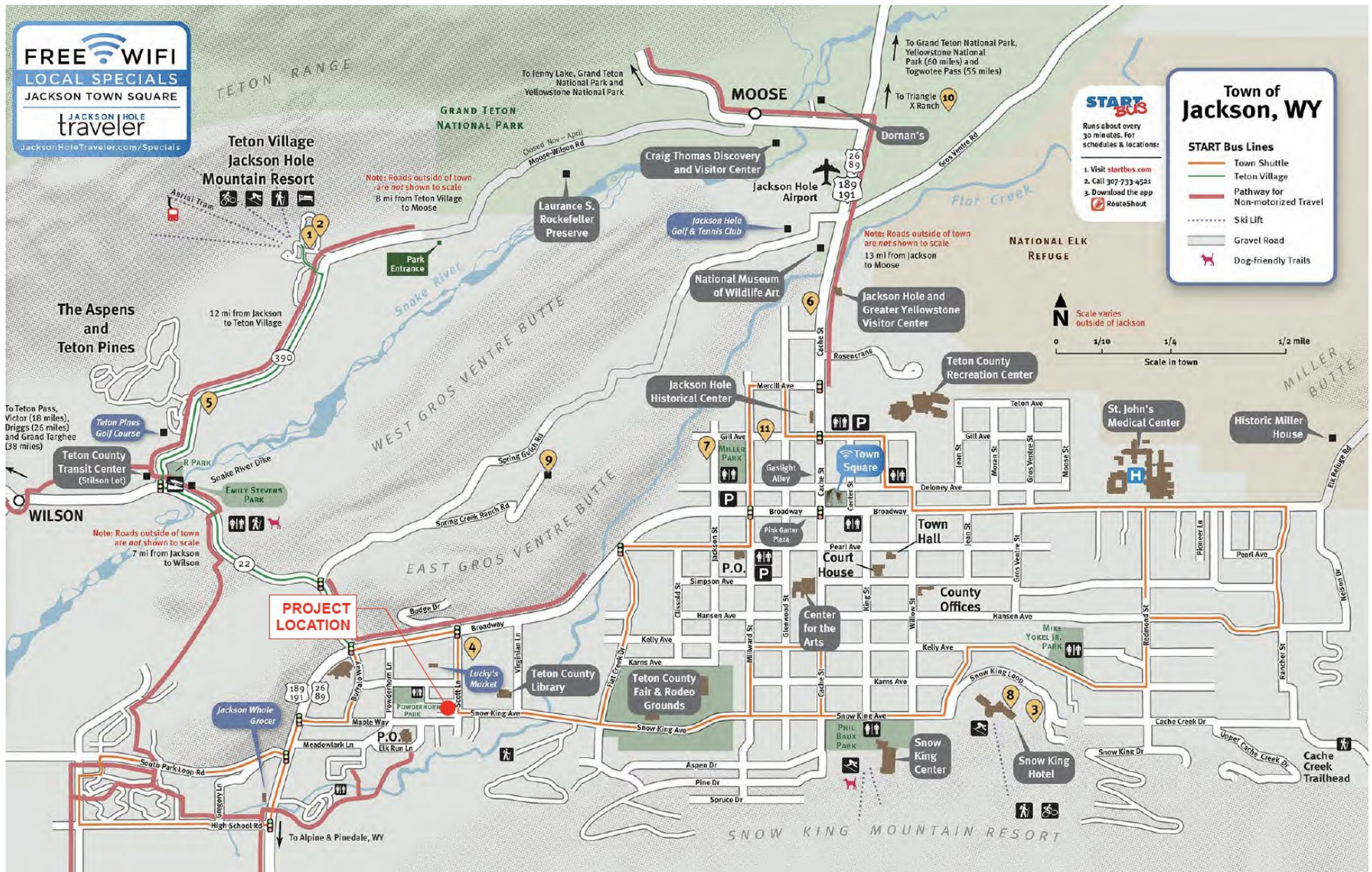
The project is a 12 unit hyper-functional complex, consisting of 6 one-bedroom one-bathroom and 6 two-bedroom two-bathroom residencies, 18 parking spaces, 9' and 10' ceiling heights and large windows to maximize light/ air and livability. Each unit will feature private balconies and porches. Net livable SF is about 10k, and gross SF is about 12k.

The condo units will be sold using the deed restricted Workforce Housing Rental standard in which Renters must earn at least 75% of their income in Teton County. Despite the Workforce Housing Rental standard not having a pricing cap, our units will be priced below comparable market rate units.





# Project Location





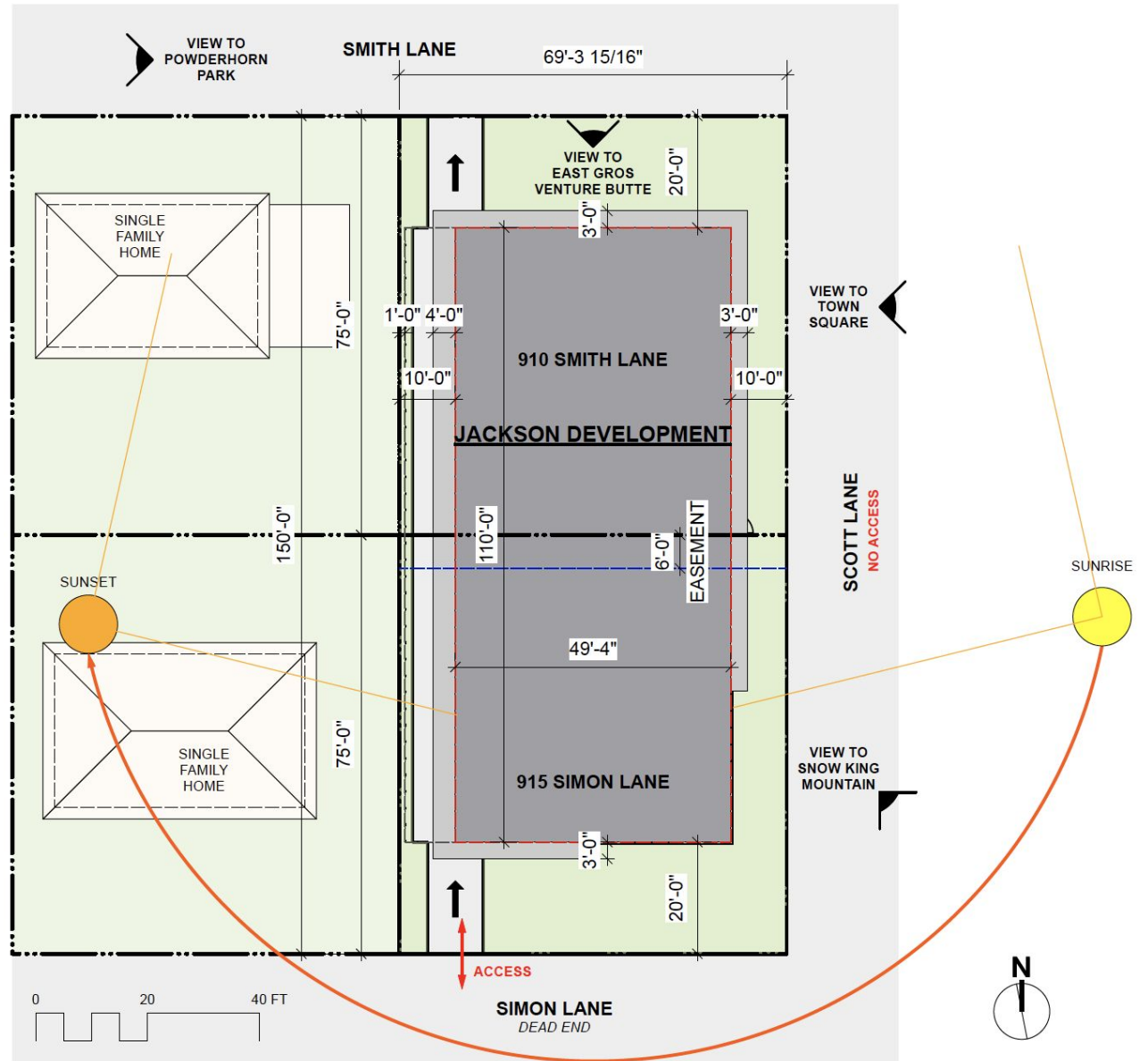
# Exterior Rendering



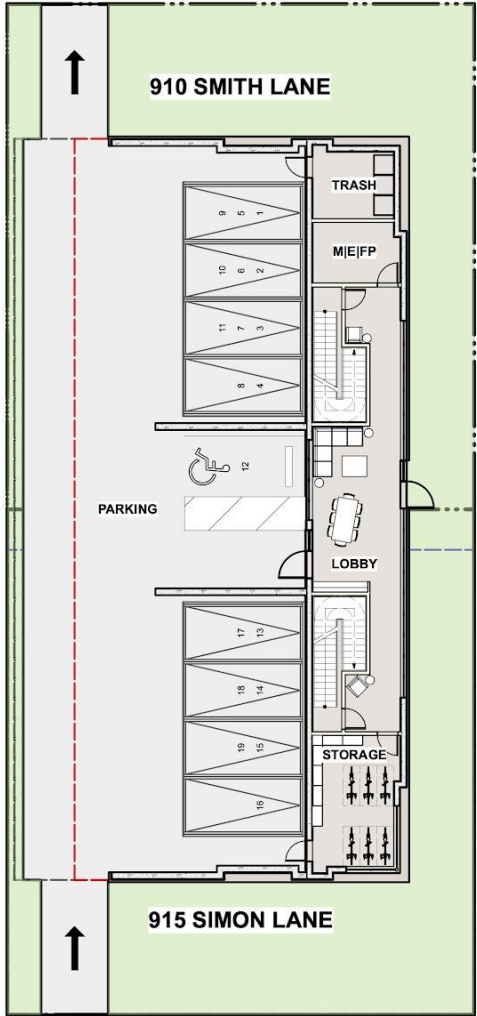
# Site Plan

After multiple iterations of the site plan and review with the Jackson planning review team, the building footprint and site plan is design to an 'as of right' standard and requires no special variance or zoning exemptions.

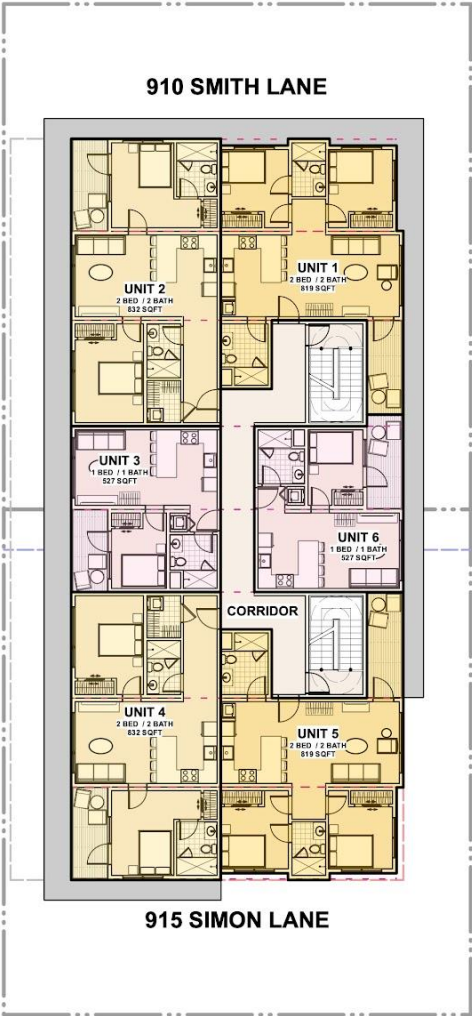
In addition to the zoning and setback considerations, the design team evaluated the optimum site layout in order to produce the most natural daylight within each unit.



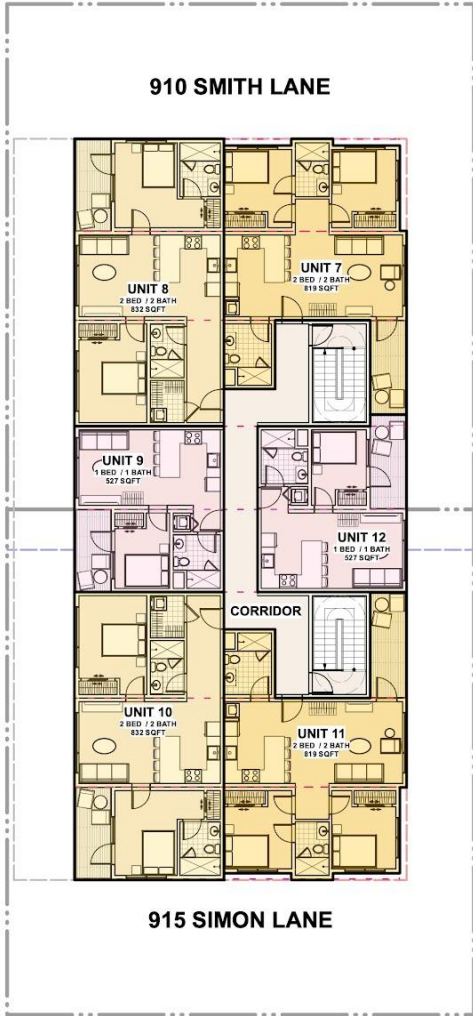
# Floorplans



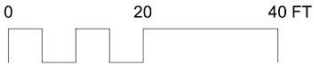
LEVEL 01



LEVEL 02

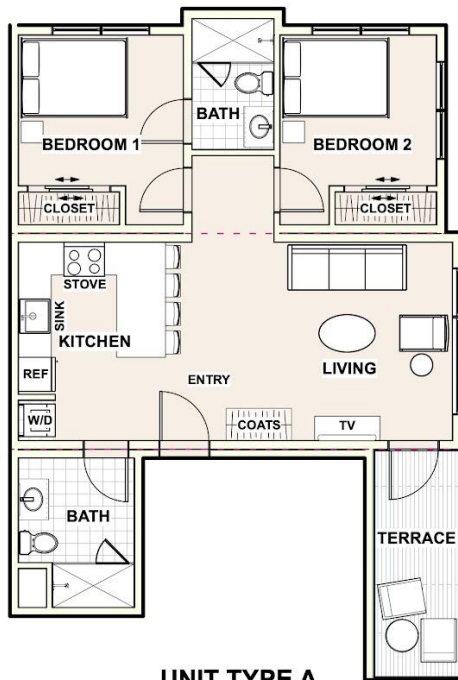


LEVEL 03





# Floorplans - Unit Types



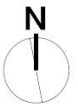
**UNIT TYPE A**  
2 BED / 2 BATH  
819 SQFT.



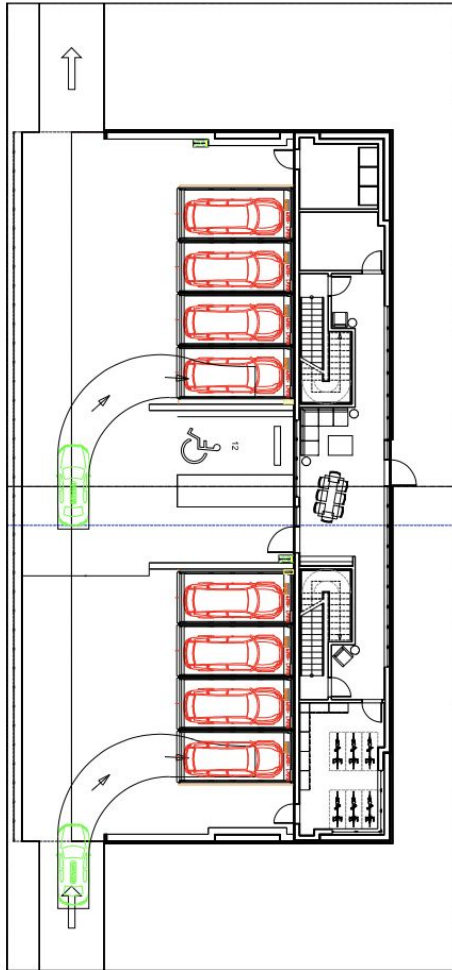
**UNIT TYPE B**  
2 BED / 2 BATH  
832 SQFT.



**UNIT TYPE C**  
1 BED / 1 BATH  
527 SQFT.



# Parking Stackers



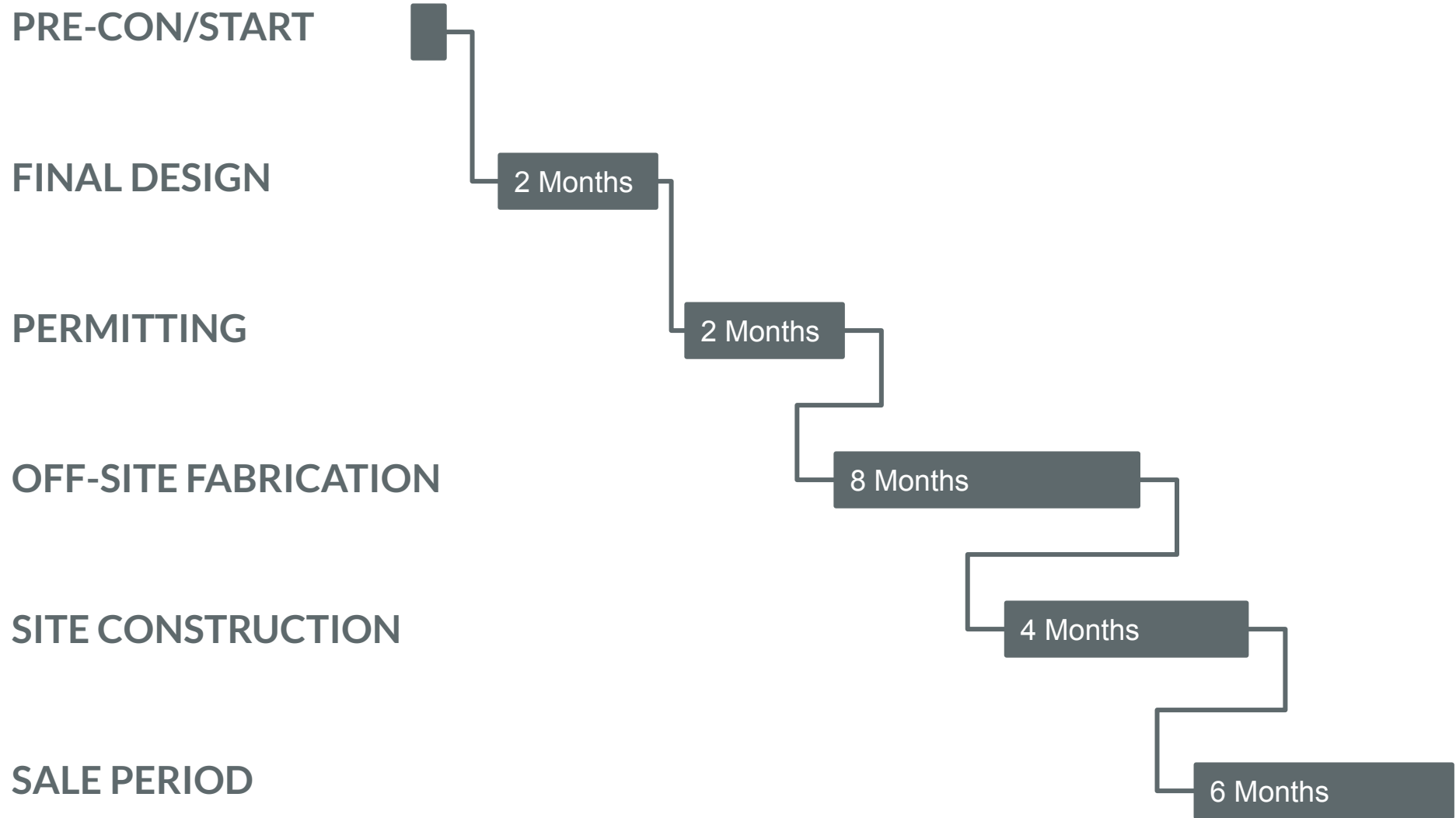
KLAUS Multiparking has been one of the leading manufacturers of parking systems and double parkers for almost 60 years, and is represented in more than 80 countries worldwide. The Global Headquarters and manufacturing is located in Southern Germany, between Munich and the Swiss border.

KLAUS has created more than 700,000 parking spaces worldwide. Over the years, our premium parking systems have become increasingly flexible and capable. At the same time, they are saving more and more resources – that's because they use less energy than competing systems.

<http://www.klausparking.com/>



# Project Schedule



# Project Financials

## *Financial Structure*

Public Funds Invested: \$2,700,632

Developer/Sponsor Contribution: \$5,306,931

---

**Total Project Cost: \$8,007,563**

*The following financial projections assume the Town of Jackson contributes the land for the project appraised at \$2.4M and \$300,632 in cash.*

*Developer/Sponsor will be the sole Guarantor on the construction loan in addition to cash investments.*

# Project Financials

## Sources & Uses



### Sources of Funds

---

Construction Loan: \$4,053,720  
Land from Town: \$2,400,000  
Cash from Town: \$300,632  
Sponsor Equity: \$1,253,211

---

**Total: \$8,007,563**

### Uses of Funds

---

Land: \$2,400,000\*  
Soft Costs: \$511,000  
Hard Costs: \$4,666,983  
Contingency: \$429,580\*\*

---

**Total: \$8,007,563**

\*Provided by Town of Jackson

\*\* Based upon recent hard cost variances in the construction industry

# Project Financials

## Budget Summary

### Construction Budget Summary

---

|                            |                    |
|----------------------------|--------------------|
| Land:                      | \$2,400,000        |
| Permitting & Design:       | \$511,000          |
| Developer Fee:             | \$250,000          |
| Construction:              | \$3,784,800        |
| Contingency:               | \$429,580          |
| Other Costs:               | \$632,183          |
| <hr/>                      |                    |
| <b>Total Project Cost:</b> | <b>\$8,007,563</b> |

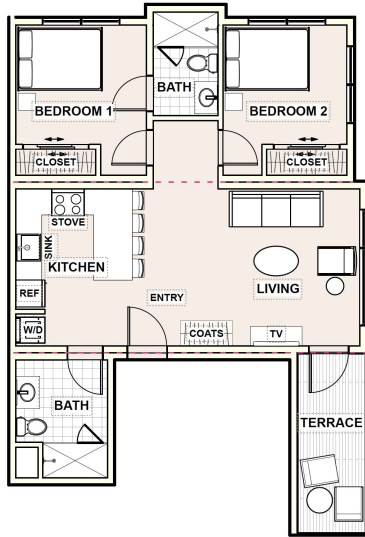
#### NOTE:

*This budget reflect our best estimate based upon a preliminary design and generic construction expenses. In this unprecedented time, building material costs, timelines, and contractor availability all have direct impacts on the costs as presented and projected.*

*As a result, we have included 10% contingency to help address cost increases encountered during construction.*

# Project Financials

## Sale Assumptions

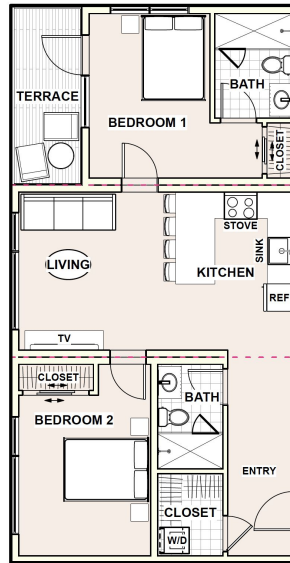


Unit Type A

Sale Price: \$850,000

Unit Sq Ft: 819

Price/Sq Ft: \$1,037.85

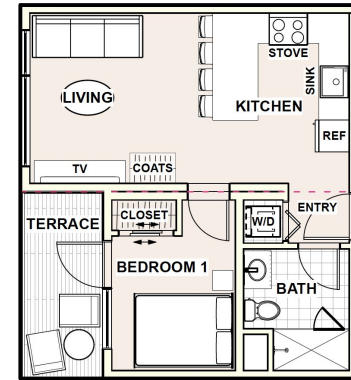


Unit Type B

Sale Price: \$359,895

Unit Sq Ft: 832

Price/Sq Ft: \$432.57



Unit Type C

Sale Price: \$314,947

Unit Sq Ft: 527

Price/Sq Ft: \$597.62

Unit Type A x4: \$3,400,000

Unit Type B x4: \$1,439,580

Unit Type C x4: \$1,259,788

---

**Total Sale Proceeds: \$6,099,368**



# Project Team

*Design & Development Team*



**FIGURE 9**  
REAL ESTATE

*Construction Funding and preferred lender for buyers;*



*We plan to use one of the following contractors for the site work.  
Final price/availability bids will be solicited from both contractors after design is completed; final selection will be based upon their response.*



*License #: 5265*

*License #: 5579*



Since 2001, tobylongdesign and the CleverHomes brand have been leaders in the prefab construction industry, promoting progressive and next-generation construction ideologies across California and the Western US.

Our work on residential projects has grown over the last 21 years, from hundreds of single family homes, to the emerging market of prefab multifamily and mixed-use construction projects. We have been honored to work with many inspired developers, seeking a better way to build their projects.

We are on a simple mission to bring good design to the prefab industry, which has traditionally lacked a celebration of architecture

Toby Long, AIA NCARB

## Project Highlights

- Hopkins Village Workforce Housing – Truckee, CA
- 3rd Street Apartments – Cathedral City, CA
- Wall Avenue Apartments – El Cerrito, CA
- Alameda Avenue Apartments – El Cerrito, CA
- The Civic – El Cerrito CA
- Walnut Street Apartments – San Carlos, CA
- El Camino Apartments – Menlo Park, CA
- Oakland Rose – Oakland, CA
- Evergreen Terrace – Austin, TX
- Elizabeth Street Condos – San Francisco, CA

*See Appendix for Additional projects and details*

# FIGURE 9

## REAL ESTATE

Figure 9 Real Estate has deep roots in the Alaska construction industry and our founders take an entrepreneurial approach to each and every project. We leverage our experience in the construction industry to identify and implement creative solutions to challenging projects.

We use a combination of data, unique relationships, and our 20 years of experience to source value-add or development opportunities in the Western US.

The Figure 9 team has extensive experience with project and financial management of real estate and construction projects. This depth of experience gives the company a unique position in the real estate industry to provide the best value for all of our project partners and stakeholders.

### Project Highlights

- Sage Ridge – Carson City, NV
- Iowa Flats – Anchorage, AK
- Riverside Apartments – Dayton, NV



With 22 years of experience, here at TKG we hold the highest standards for any project, big or small. We understand the importance of construction management and with our comprehensive knowledge of project staging, budget management, and construction legalities, we will ensure the job always exceeds your expectations. Our high-end contractors can complete any project with the highest level of craftsmanship and care. Take a look at our most recent commercial projects, including employee housing in Grand Teton National Park as well as a comprehensive remodel of the Lodge at Jackson Hole.

Local contractors boast of business' born and bred here in Jackson. We disagree. Our business philosophy and work ethic was not cultivated in the Jackson climate of bottomless budgets and absentee owners.

Toby Grohne

Before moving TKG Construction to Jackson in 2003, owner Toby grew up in the family construction company in the highly competitive markets of Asheville, NC and Vero Beach, FL. Being some of the hottest markets on the east coast, competition is fierce. Competition requires excellence to succeed.

We believe that one of our most important responsibilities is to be able listen to your priorities, and to be able to perform to your ideals

There are great craftsmen in the Jackson area, but you will find that most of them hang their hat on quality alone. We challenge that philosophy. It's easy to create a perfect piece of craftsmanship at a premium price. It is far more challenging to bring this quality to mid-market pricing and competitive timelines. This is where we stand alone.



Shaw Construction of Wyoming is celebrating almost 20 years of providing construction management services in Jackson and the surrounding area. We continue to grow our operation throughout the greater Yellowstone region and have recently opened our new office located at 460 South Cache. We build

for a variety of owners and developers and manage a diverse array of project types, including multifamily, hospitality, municipal, commercial, mixed-use, affordable housing and custom residences, to name a few.

Our clients appreciate our team approach to the construction management process and our mantra of understanding to deliver buildings that meet the vision and goals within the desired budget. We've enjoyed adding value to our community for the last 20 years and look forward to many years to come.

## SELECTED PROJECTS

- 199 East Pearl, Jackson WY
- Pearl at Jackson, Jackson WY
- 810 West Housing, Jackson WY
- Daisy Bush Housing, Jackson WY
- Redmond Rentals, Jackson WY
- Millward Apartments, Jackson WY
- Hidden Hollow, Jackson WY
- 440 W. KELLY, Jackson WY



# Project Criteria Worksheet

## Project Criteria Worksheet

**Directions:** Please do not change any formulas. The area is grey rows at the top will auto populate; please do not directly enter information into this area or any cells that contain formulas. "Residential Storage" includes all storage space for residents that is not inside the residential units.

|                            |                  |                             |           |
|----------------------------|------------------|-----------------------------|-----------|
| <b>Total # of Units</b>    | <b>12</b>        | <b>Gross Workers Housed</b> | <b>21</b> |
| <b>Total # of Bedrooms</b> | <b>20</b>        | <b>Net Workers Housed</b>   | <b>21</b> |
| <b>Date Complete</b>       | <b>Sept 2022</b> | <b>Total People Housed</b>  | <b>25</b> |

### Unit Summary - All Residential & Nonresidential

|                     | # Units | Bedrooms | Unit Sq. Ft. | Restriction/Use   | Sales Price | Annual HOA | Annual Utilities |
|---------------------|---------|----------|--------------|-------------------|-------------|------------|------------------|
| Unit Type A         | 4       | 2        | 819          | Workforce Rental  | \$850,000   | \$2,500    | \$1,500          |
| Unit Type B         | 4       | 2        | 832          | Affordable 80-120 | \$359,895   | \$2,500    | \$1,500          |
| Unit Type C         | 4       | 1        | 527          | Affordable 80-120 | \$314,947   | \$2,000    | \$1,250          |
| Unit Type D         |         |          |              |                   |             |            |                  |
| Unit Type E         |         |          |              |                   |             |            |                  |
| Unit Type F         |         |          |              |                   |             |            |                  |
| Unit Type G         |         |          |              |                   |             |            |                  |
| Unit Type H         |         |          |              |                   |             |            |                  |
| Unit Type I         |         |          |              |                   |             |            |                  |
| Unit Type J         |         |          |              |                   |             |            |                  |
| Unit Type K         |         |          |              |                   |             |            |                  |
| Unit Type L         |         |          |              |                   |             |            |                  |
| Residential Storage | 12      | n/a      |              | n/a               | n/a         | n/a        | n/a              |
| Total Residential   | 12      | 20       | 8712         | n/a               | \$6,099,368 | \$28,000   | \$17,000         |
| Commercial Type A   |         | n/a      |              |                   |             |            |                  |
| Commercial Type B   |         | n/a      | 0            |                   |             |            |                  |
| Total Commercial    | 0       | n/a      | 0            | n/a               | \$0         |            | \$0              |
| Total               | 12      | 20       | 8712         | n/a               | \$6,099,368 | \$28,000   | \$17,000         |

### People Housed

| Unit Type | # Units | Worker | People | Comments                                |
|-----------|---------|--------|--------|-----------------------------------------|
| 1 bed     | 4       | 1.25   | 1.75   | Multiplier based on Housing Nexus Study |
| 2 bed     | 8       | 2      | 2.25   | Multiplier based on Housing Nexus Study |
| 3 bed     |         | 2.25   | 2.75   | Multiplier based on Housing Nexus Study |
| Total     | 12      | 21     | 25     |                                         |

### Employees Generated

| Use           | Total SF | Worker | Total Workers |                      |
|---------------|----------|--------|---------------|----------------------|
| Restaurant    | 0        | 1.234  | 0             | Workers per 1,000 SF |
| Office        | 0        | 1.234  | 0             | Workers per 1,000 SF |
| Retail        | 0        | 1.234  | 0             | Workers per 1,000 SF |
| Institutional | 0        | 0.927  | 0             | Workers per 1,000 SF |
| Total         | 0        |        | 0             |                      |

**Net Workers Housed** **21**

**Total Funding** **\$8,800,000**

| Public Funds       |             | Comments                                                                    |
|--------------------|-------------|-----------------------------------------------------------------------------|
| General Fund       | \$300,632   | Estimated 'Buy-down' - April please verify (selling 1/2 as Deed Restricted) |
| Land               | \$2,400,000 | Owned/Purchased by Teton County                                             |
| Total Public Funds | \$2,700,632 |                                                                             |
| Partner Funds      |             | Comments                                                                    |
| Debt               | \$4,053,720 |                                                                             |
| Equity             | \$1,253,211 |                                                                             |
| Philanthropy       | \$0         |                                                                             |
| ROFP               |             |                                                                             |
| Sales Proceeds     | \$6,099,368 |                                                                             |

**Total Project Cost** **\$8,007,563**

|                                       |             | Comments                                                              |
|---------------------------------------|-------------|-----------------------------------------------------------------------|
| Land Cost                             | \$2,400,000 | Owned/Purchased by Teton County                                       |
| Permitting and Design                 | \$511,000   |                                                                       |
| Developer Fee                         | \$250,000   |                                                                       |
| Construction including infrastructure | \$3,784,800 |                                                                       |
| Contingency                           | \$429,580   | 10% of Hard Costs                                                     |
| Other costs (specify in comments)     | \$632,183   | Construction Interest Only PMTs, Lender Origination, Selling Expenses |

|                                    |             |                                            |
|------------------------------------|-------------|--------------------------------------------|
| Total                              | \$8,007,563 |                                            |
| Total Cost Per                     |             | Comments                                   |
| Residential Square Foot            | \$919       | \$643.66                                   |
| Unit                               | \$667,297   |                                            |
| Bedroom                            | \$400,378   |                                            |
| Person                             | \$320,303   |                                            |
| Gross Worker                       | \$381,313   |                                            |
| Net Worker                         | \$381,313   |                                            |
| Public \$ Per                      |             | Comments                                   |
| Residential Square Foot            | \$310       |                                            |
| Unit                               | \$225,053   |                                            |
| Bedroom                            | \$135,032   |                                            |
| Person                             | \$108,025   |                                            |
| Gross Worker                       | \$128,602   |                                            |
| Net Worker                         | \$128,602   |                                            |
|                                    |             |                                            |
| Affordability                      |             | Comments                                   |
| Total Residential Sales Price      | \$6,099,368 |                                            |
| Total Residential Annual HOA       | \$28,000    |                                            |
| Total Residential Annual Utilities | \$17,000    |                                            |
| Total Cost To Homeowners           | \$6,144,368 | Total sales price + annual HOA + utilities |
| Affordability Per                  |             |                                            |
| Residential Square Foot            | \$705       |                                            |
| Unit                               | \$512,031   |                                            |
| Bedroom                            | \$307,218   |                                            |
| Person                             | \$245,775   |                                            |
| Gross Worker                       | \$292,589   |                                            |
| Net Worker                         | \$292,589   |                                            |

# APPENDIX



March 2, 2022

To Whom It May Concern;

I recently met with Dave and Joe of Figure 9 LLC regarding the 12 unit condo workforce/affordable housing development project they plan to develop on 910 Smith Lane here in Jackson. Understanding that this project is still in the early stages, Rocky Mountain Bank is committed to helping the Town of Jackson address the workforce housing challenges and is very interested in providing the construction financing for this project as well as long term financing for the buyers of these condos.

As this project is contingent upon remaining commitments from the Jackson/Teton County Affordable Housing Department, we only have the ability to review preliminary financial projections. However, based upon our initial conversations and review of these preliminary projections, it is our understanding that this project fits well within our ability to finance.

In order for us to provide any additional commitments, we will need the following information:

- 1) Commitment from the Jackson/Teton County Affordable Housing Department to provide the land and affordable housing buy-downs necessary to make the project viable
- 2) Full financial disclosure from borrowers.
- 3) Hazard insurance policies, title insurance commitments, environmental reports, tax certificates (if applicable).
- 4) Final construction project plans, costs and timeline.
- 5) Acceptable As-Complete/As-Stabilized appraisal reports engaged by Rocky Mountain Bank
- 6) Any additional information as requested by Rocky Mountain Bank to complete due diligence and any other documents reasonably required.

Regards,

Jake Hanson  
SVP – Relationship Banker

**From:** Idaho@multiparking.com    
**Subject:** Klaus Multiparking References  
**Date:** February 19, 2022 at 12:07 PM  
**To:** Joe Saunders joe@figure9er.com, Dave Velasquez dave@figure9er.com

---

JL

Joe,

Per your request and our discussion the other day, I have prepared some information for you and your clients that I hope will satisfy any questions you may have and/or your clients. Please find attached a "one-page" experience summary along with a couple real-life examples that I thought are good general representations of a Trendvario system.

In addition, I have attached an installation reference sheet listing out many installations on the East Coast. There are too many to discuss individually but you can simply look at the large variations of installations to see that this is a very popular parking solution for many applications.

There are many, many more examples that are available in addition to what I have noted in this email. Several of these examples are available to see should that be of interest. Secondly, I would be happy to arrange a zoom call with our Vice President in the U.S. to answer any concerns that I have not been able to address myself.

Regarding "open-air" installations, I know that there are several in Germany but I have been unable to confirm locations and/or actual installation dates at this time. These are true open-air, non-covered installations unlike what you are proposing for your project. There is no concern about your design concept especially with the addition of "hot-dipped" galvanized platform option.

Finally, I would again emphasize that the key to achieving 25 years of reliability is regularly scheduled maintenance by trained professionals. Our proposal that was submitted to you includes a "complete turnkey" proposal with 1 year maintenance and parts INCLUDED. In addition, all shipping, installation, training & sales taxes are also included to ensure that you get a correct and complete installation that will last for years to come. There are NO hidden charges and all OPTIONS are clearly called out with associated costs for those options. We will also help you establish a maintenance contract for regular maintenance after the one year installation timeframe passes.

I hope this provides you with the necessary information to proceed towards approval with your clients. Please call me with any additional questions and/or concerns,

Sincerely,

John LaRosa

Klaus Multiparking America

517.599-5584

idaho@multiparking.com



05.17.21 KL ALIS



Klaus



## PROJECT REFERENCES – EAST COAST OFFICE

May 17, 2021 / Page 1 of 2

| Model Type Key  |                                       |
|-----------------|---------------------------------------|
| Parker - Double | 2 High / Horizontal Platform / No Pit |
| Parker - Triple | 3 High / Horizontal Platform / No Pit |
| Parker - w/Pit  | 2072i                                 |
| ParkBoard       | Parking Pallets                       |
| TrendVario      | Semi-Automatic System                 |
| MasterVario     | Fully Automatic System                |

| Project Name                                       | Spaces Qty. | Model                                                                                | Install Year | City, State      |
|----------------------------------------------------|-------------|--------------------------------------------------------------------------------------|--------------|------------------|
| 1. Toll Brothers, 121 East 22 <sup>nd</sup> Street | 24          | MasterVario R3C                                                                      | 2019         | New York, NY     |
| 2. Toll Brothers, 1425 Hudson Street at Hudson Tea | 24          | TrendVario 4200 - 2 High / No Pit                                                    | 2019         | Hoboken, NJ      |
| 3. 1711 1 <sup>st</sup> Avenue                     | 23          | MasterVario F2                                                                       | 2019         | New York, NY     |
| 4. 1410 Grand Street                               | 20          | TrendVario 4200 - 2 High / No Pit                                                    | 2018         | Hoboken, NJ      |
| 5. 222 Avenue East                                 | 52          | TrendVario 4200 - 2 High / No Pit                                                    | 2018         | Bayonne, NJ      |
| 6. 70 Schermerhorn Avenue                          | 8           | TrendVario 4300 - 3 High / With Pit                                                  | 2020         | Brooklyn, NY     |
| 7. View on Pavey, Pavey Square                     | 132         | TrendVario Combination Systems<br>4200 / 4000 - 2 High / No Pit                      | 2020         | Columbus, OH     |
| 8. 338 Congress Street                             | 10          | TrendVario Combination Systems<br>4200 / 4000 - 2 High / No Pit                      | 2018         | Boston, MA       |
| 9. View on Grant                                   | 44          | TrendVario Combination Systems<br>4200 / 4000 - 2 High / No Pit                      | 2018         | Columbus, OH     |
| 10. 2212 Tuttle Park Place                         | 46          | TrendVario Combination Systems<br>4300 / 4000<br>3 High / With Pit & 2 High / No Pit | 2018         | Columbus, OH     |
| 11. 1874 Bonanza                                   | 12          | Parker with Pit 2072i                                                                | 2017         | Walnut Creek, CA |
| 12. 1000 F Street                                  | 7           | Parker - Double                                                                      | 2016         | Washington, D.C. |

## PROJECT REFERENCES – EAST COAST OFFICE

May 17, 2021 / Page 2 of 2

| Model Type Key  |                                       |
|-----------------|---------------------------------------|
| Parker - Double | 2 High / Horizontal Platform / No Pit |
| Parker - Triple | 3 High / Horizontal Platform / No Pit |
| Parker - w/Pit  | 2072i                                 |
| ParkBoard       | Parking Pallets                       |
| TrendVario      | Semi-Automatic System                 |
| MasterVario     | Fully Automatic System                |

| Project Name                         | Spaces Qty. | Model                                                                          | Install Year | City, State       |
|--------------------------------------|-------------|--------------------------------------------------------------------------------|--------------|-------------------|
| 13. 138 East 50 <sup>th</sup> Street | 24          | Parker – Triple 3015                                                           | 2019         | New York, NY      |
| 14. 11 Hoyt Street                   | 100         | Parker - Double                                                                | 2021         | Brooklyn, NY      |
| 15. 500 Jefferson                    | 6           | Parker with Pit 2072i                                                          | 2016         | Hoboken, NJ       |
| 16. 127 Summit                       | 41          | TrendVario Combination Systems 4300 / 4000 3 High / With Pit & 2 High / No Pit | 2020         | Summit, NJ        |
| 17. 4901 Bergenline Avenue           | 74          | TrendVario 6300 3 High / With Pit                                              | 2021         | Bergen, NJ        |
| 18. 121 Piedmont Avenue              | 2           | ParkBoard - PQ Pallets                                                         | 2014         | Boston, MA        |
| 19. 1801 Mission Street              | 16          | MasterVario F2                                                                 | 2021         | San Francisco, CA |

## Klaus Experience & Installation Summary developed specifically for Jackson Hole Development located @ 910 Smith Lane & 915 Simon Lane:

GENERAL COMMENT: Klaus Multiparking has installed more than 750,000 parking spaces globally since 1965 involving many types of parking solutions and systems

The TRENDVARIO line was introduced in 2009 and was preceded by Trendvario 4000 series (4200 & 4300). More than 2900 parking spaces has been installed on the West Coast involving these systems. The oldest of these systems was installed in 2003 in Berkeley, CA with 61 stalls provided. This system is still in use today.

Semi-automatic systems (similar to today's Trendvario) were introduced outside of Germany beginning in 1990. The UK has over 25 of these systems with many still in use today.

Installations in Berlin, Hamburg, Munster & Nuremberg, Germany have been installed since the early 1990's and are still in operation today with routine preventative maintenance programs. These climates are similar if not harsher than that of Jackson Hole, Wy.



1 Henry Adams St., San Francisco

KLAUS Multiparking Semi-Automatic System: TrendVario 4200+

155 Spaces

Installed: 2016

One Henry Adams is a 2-building luxury residential site located in what is called "Showplace Square" in the Design District, surrounded by historic warehouse buildings, design shops, restaurants, parks, and public transportation. The site has a walk score of 93, and the building itself contains a clubhouse, landscaped grounds between the buildings, a terrace on the top layer with views of the city, The Grove restaurant on the ground floor, and many other amenities. Residents park safely in the enclosed garage, using Klaus 4200 TrendVario systems that provide 155 independently accessible spaces with automated sliding doors.



Pine and Franklin, San Francisco

Installed 2015

KLAUS Multiparking Semi- Automatic System: TrendVario Tandem

192 Spaces

Residential with commercial / retail on ground floor

Pine & Franklin is a multibuilding residential project in the Pacific Heights neighborhood adjacent to a Whole Foods grocery store and close to transit, shopping, restaurants and many other of San Francisco's attractions. It has a walk score of 99, and a transit score of 84. Residents park securely in Klaus TrendVario systems, and the design of the parking allows all 192 stalls to be accessed from a single drive aisle, while still providing ample throughput.



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Our work on residential projects has grown over the last 21 years, from hundreds of single family homes, to the emerging market of prefab multifamily and mixed-use construction projects. We have been honored to work with many inspired developers, seeking a better way to build their projects.

We are on a simple mission to bring good design to the prefab industry, which has traditionally lacked a celebration of architecture

**Toby Long, AIA NCARB**

CA License: C-28651

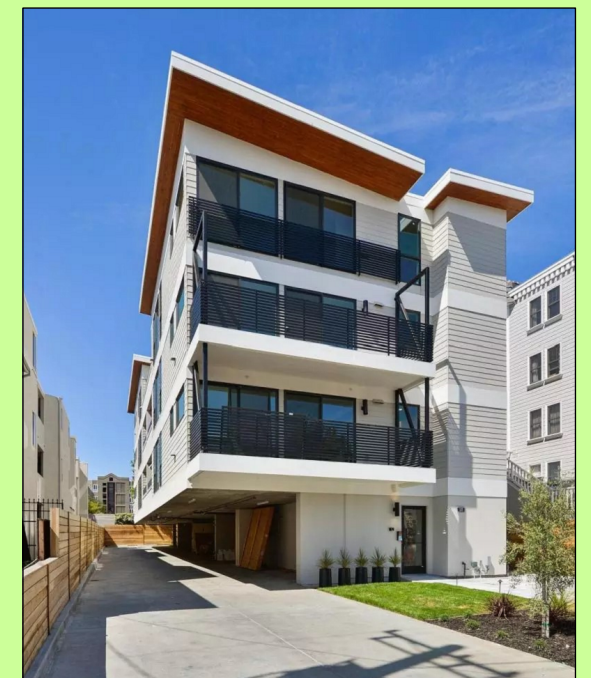
CO License: ARC00406364

NV License: #8740

WY License: C-3566

NC License: 15101

## prefab multifamily and mixed-use projects



**cleverhomes by tobylongdesign**

6114 LA SALLE AVENUE #552, OAKLAND CA 94611  
WWW.CLEVERHOMES.NET 415.905.9030 TOBY@CHXTLD.COM





### **3rd Street Apartments** Cathedral City, CA

440 apartment units  
150 room hotel  
100,000 sqft commercial space

In Review  
Approvals - Fall 2022  
Construction - Fall 2023



### **Wall Avenue Apartments** El Cerrito, CA

145 apartment units  
3,000 sqft commercial space

In Design  
Approvals - Completed  
Construction - Spring 2022



## Alameda Avenue Apartments El Cerrito, CA

90 apartment units  
2,500 sqft commercial space

In Permitting  
Approvals - Completed  
Construction - Fall 2022



## The Civic El Cerrito CA

50 apartment units  
5 live-work spaces

In Permitting  
Approvals - Completed  
Construction - Spring 2022





**Walnut Street Apartments**  
San Carlos, CA

12 apartment units

Completed - Summer 2018



**El Camino Apartments**  
Menlo Park, CA

9 apartment units

In Permitting  
Approvals - Completed  
Construction - Spring 2022



**Oakland Rose**  
Oakland, CA

8 condominiums

Approved  
Construction - Summer 2022



**Oakland Lofts**  
Oakland, CA

3 live-work spaces

Completed 2005



**Evergreen Terrace**  
Austin, TX

90 condominiums

Approved  
Construction - T.B.D.

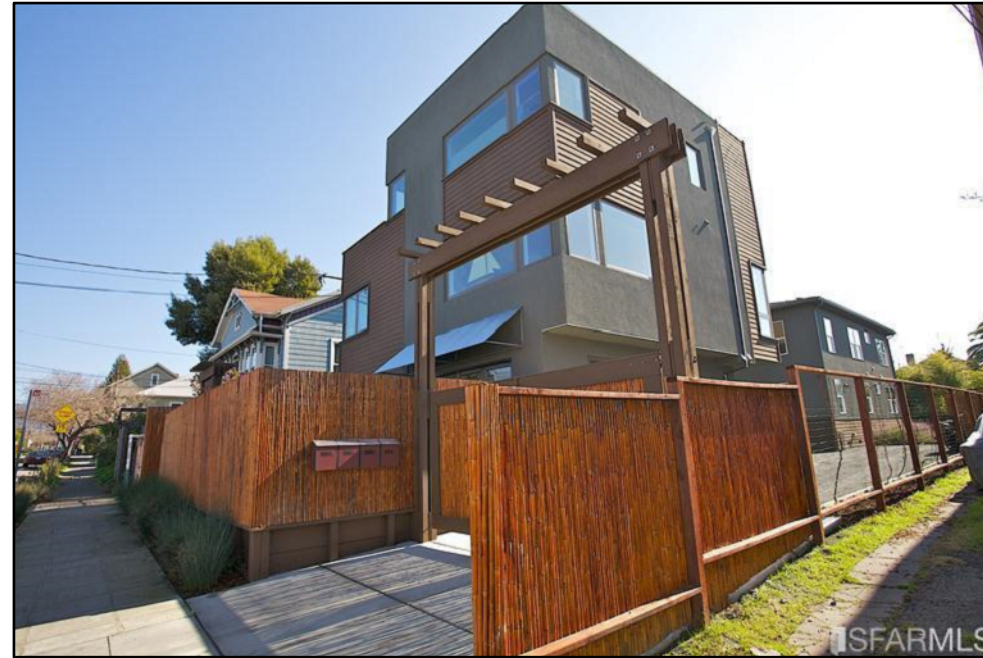




**Knoll Condos**  
Berkeley, CA

4 condominiums

Completed 2008



**Elizabeth Street Condos**  
San Francisco, CA

4 condominiums  
Completed 2008



**Bernal Heights Townhomes**  
San Francisco, CA

4 townhomes

Completed 2009





**Villas 3 at Obsidian**  
Mammoth Lakes, CA

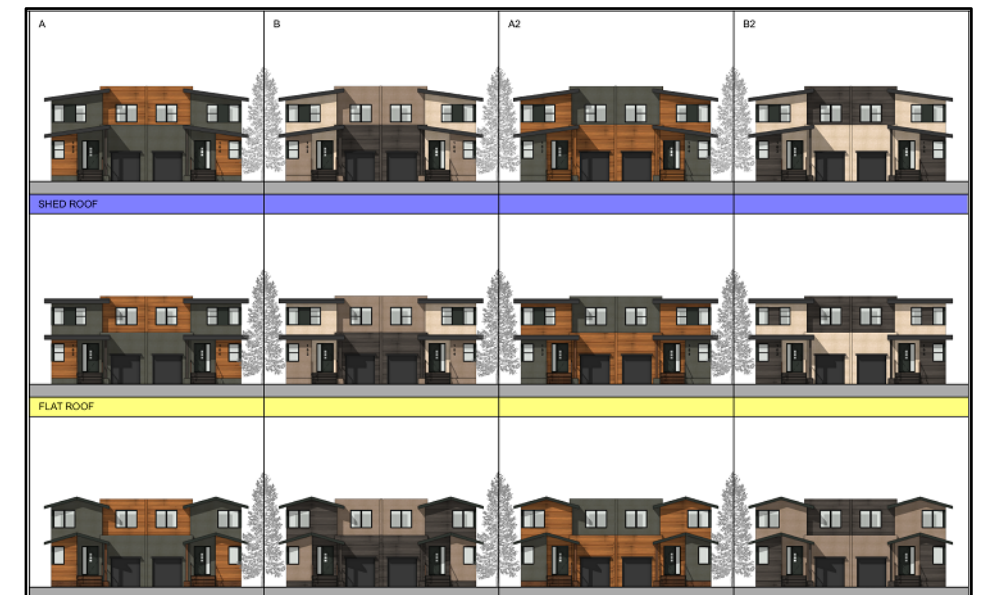
30 duplex units

Approvals - Spring 2022  
Construction - Summer 2022

**Hopkins Village  
Workforce Housing**  
Truckee, CA

45 duplex units

Approvals - Completed  
In Construction





**Jackson Hole  
Workforce Housing**  
Jackson, WY

12 units

Approvals - Summer 2022  
Construction - Fall 2022



**Shearman Development**  
Incline Village, NV

5 live-work units

Approvals - Fall 2022  
Construction - Summer 2023





**1330 ECR**  
Redwood City, CA

132 Units

Approvals - Summer 2022  
Construction - Fall 2023

**Langtree Condos**  
 Mooresville, NC

55 Luxury Units

Approvals - Summer 2022  
Construction - Winter 2023



# STAFF REPORT



|                               |                                                                                                     |                        |                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------|------------------------|-------------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                                                   | <b>Meeting Title:</b>  | Regular Council Meeting |
| <b>Submitting Department:</b> | Personnel/Town Clerk                                                                                | <b>Presenter:</b>      | Lynsey Lenamond         |
| <b>Agenda Item:</b>           | Application for New Satellite Winery Liquor License Jackson Hole Winery LLC dba Jackson Hole Winery | <b>Public Comment:</b> | Yes                     |

## Purpose & Policy Considerations.

Consideration of an application for a new satellite winery liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Morton Levinson opens the public hearing.
2. Mayor Morton Levinson asks for the staff presentation on the application.
3. Mayor Morton Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Morton Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Morton Levinson closes the public hearing.

## Requested Action.

For Council to consider statutory findings for approving and issuing a new satellite winery liquor license.

## Recommendations.

Staff recommends approval of this application.

## Background.

On July 18, 2022, the Town Clerk's office received an application from Jackson Hole Winery LLC for a satellite winery liquor license. They currently hold a winery liquor license with Teton County, Wyoming. Per Wyoming State Statute 12-4-414(d), a winery may have up to three (3) satellite locations separate from its original manufacturing site.

If issued, this license will function similarly to a Retail liquor license, the difference being that the applicant's sales for both on-site and off-site consumption will be limited to the product they produce.

The location of 98 Center Street Unit C is occupied by New West Knife Works, and a portion of the building is being subleased to Jackson Hole Winery LLC.

The application was distributed according to Town procedure to relevant Town and Joint departments for review and comment. The Wyoming Liquor Division has certified the application as complete.

## Analysis.

Pursuant to Wyoming Statute 12-4-104(b), a license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

*(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*

*(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*

*(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*

*(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*

*(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

#### **Possible Alternatives.**

The public hearing must be conducted or at least opened at this Council meeting. Alternatives to that include:

1. Continue the public hearing.
2. Approve the Application.
3. Deny the application.
4. Postpone action to the next regular meeting.

#### **Comprehensive Plan & Priority Alignment.**

This application relates to the Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community. It also relates to the health, safety and welfare of the community as discussed in section 8.

#### **Fiscal Impact.**

If approved, the prorated license fee of \$56.44 will be deposited into the Town's general fund. In addition, the license will generate an undetermined amount of sales tax revenue.

#### **Staff Impact.**

The impact on the Clerk's office will total approximately 5 hours, including time spent with the applicant reviewing the license and application requirements, processing the application and reviewing with the Wyoming Liquor Division, and preparing the license. The Town Attorney, Administration, Planning and Building, and Fire Department spent time reviewing the application as well. Should this application be approved, the Police Department would include the applicant in their compliance checks.

#### **Attachments or Links.**

Application.

#### **Suggested Motion.**

Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, I move to approve the application for a Satellite Winery liquor license for Jackson Hole Winery LLC, subject to the following conditions, and further direct the Town Clerk 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 Town Clerk 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.



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer: Initials

Date

Agent:

Chief:

**To be completed by City/County Clerk**

License

Fees

Annual Fee: \$ 100 00  
 Prorated Fee: \$ 56 44  
 Transfer Fee: \$  
 Publishing Fee: \$ 100 00

Local License #:

Date filed with clerk:

7 / 18 / 22

Advertising Dates: (2 Weeks)

8/24/22 &amp; 8/31/22

Hearing Date:

9 / 6 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 9 / 7 / 22  
 Month Day Year

Through 3 / 31 / 23  
 Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant:

Jackson Hole Winery, LLC

Trade/Business Name (dba):

Jackson Hole Winery

Building to be licensed/Building Address:

98 Center Street Unit C

Number &amp; Street

Jackson

WY

83001

Teton

Local Mailing Address:

PO Box 8827

Number &amp; Street or P.O. Box

Jackson

WY

83002

Local Business Telephone Number:

(307) 201-1057

Fax Number:

(307) 333-0380

Business E-Mail Address:

jacksonholewinery@gmail.com

**FILING FOR**

- ☒ NEW LICENSE *satelite*  
☐ TRANSFER OF LOCATION

**FILING IN (CHOOSE ONLY ONE)**

- ☒ CITY OF: *Jackson*  
☐ COUNTY OF:

**FILING AS (CHOOSE ONLY ONE)**

- ☐ INDIVIDUAL  
☐ PARTNERSHIP  
☐ LP/LLP  
☒ LLC  
☐ CORPORATION  
☐ LTD PARTNERSHIP  
☐ ORGANIZATION  
☐ OTHER

☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**

- ☐ ON-PREMISE ONLY (BAR)  
☐ OFF-PREMISE ONLY (PACKAGE STORE)  
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE  
☐ RESORT LIQUOR LICENSE  
☐ BAR AND GRILL

**LIMITED RETAIL (CLUB)**

- ☐ VETERANS CLUB  
☐ FRATERNAL CLUB  
☐ GOLF CLUB  
☐ SOCIAL CLUB

- ☐ MICROBREWERY  
☐ WINERY  
☐ DISTILLERY SATELLITE  
☒ WINERY SATELLITE  
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

**SPECIAL DESIGNATIONS**

- ☐ CONVENTION FACILITY  
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM  
☐ GOLF CLUB  
☐ GUEST RANCH  
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from to

☐ SEASONAL/PART-TIME

DAYS OF WEEK (e.g. Mon through Sat)

from *Tues* to *Sun*☐ NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a)

from *11 am* to *8 pm*



**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4****1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

- (a) **OWN** the licensed building? ☐ YES (own) ☒ YES (lease)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.  
(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**

☐ YES ☒ NO

**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

**4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)**

☐ YES ☒ NO

If "YES", explain: \_\_\_\_\_

**5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☒ NO

N/A

**6. RESORT LICENSE:**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

N/A

**7. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT  
☐ BAR AND GRILL ☐ WINERY

- (b) Do you self distribute your products? W.S. 12-2-201(a)  
(Requires wholesale malt beverage license with the Liquor Division)

☐ YES ☐ NO

N/A

**8. WINERY LICENSE:** *Satellite*

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☒ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

✓ Winery

☐ BAR AND GRILL

☐ MICROBREWERY



**9. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

**10. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

**11. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):**

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

**12. LIMITED RETAIL (CLUB) LICENSE:****SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

**13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)**

Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street<br>City, State & Zip<br><b>DO NOT LIST<br/>PO BOXES</b> | Residence<br>Phone<br>Number | Have you been a<br>DOMICILED<br>resident for<br>at least 1 year and<br>not claimed<br>residence in any<br>other state<br>in the last year? | Have you<br>been<br>Convicted<br>of<br>a Felony<br>Violation? | Have you been<br>Convicted of a<br>Violation<br>Relating<br>to Alcoholic<br>Liquor or Malt<br>Beverages? |
|-----------------------|---------------|----------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
|                       |               |                                                                                        |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                                                                | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                                                                | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                                                                | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                                                                | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                                                                | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                                                                | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |

(If more information is required, list on a separate piece of paper and attach to this application.)



**14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)**

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street<br>City, State & Zip<br><b>DO NOT LIST<br/>PO BOXES</b> | Residence<br>Phone<br>Number | No. of<br>Years in<br>Corp or<br>LLC | % of<br>Corpora<br>te<br>Stock<br>Held | Have you<br>been<br>Convicted<br>of<br>a Felony<br>Violation?          | Have you been<br>Convicted of a<br>Violation<br>Relating<br>to Alcoholic<br>Liquor or Malt<br>Beverages? |
|-----------------------|---------------|----------------------------------------------------------------------------------------|------------------------------|--------------------------------------|----------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Robert E. Schroth     |               |                                                                                        |                              | 10                                   | 26                                     | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                                   |
| Linda M. Schroth      |               |                                                                                        |                              | 10                                   | 26                                     | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                                   |
| Anthony J. Schroth    |               |                                                                                        |                              | 10                                   | 48                                     | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                                   |
|                       |               |                                                                                        |                              |                                      |                                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              |                                      |                                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |
|                       |               |                                                                                        |                              |                                      |                                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                                              |

(If more information is required, list on a separate piece of paper and attach to this application)

**REQUIRED ATTACHMENTS:**

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

**OATH OR VERIFICATION**

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

*Under penalty of perjury, and the possible revocation or cancellation of the license,  
I swear the above stated facts, are true and accurate.*

STATE OF WYOMING )

COUNTY OF TETON ) SS.

Signed and sworn to before me on this 18 day of July, 2022 that the facts alleged in the foregoing instrument are true by the following:

|    |                                         |                                            |                       |
|----|-----------------------------------------|--------------------------------------------|-----------------------|
| 1) | <u>Robert E. Schroth</u><br>(Signature) | <u>Robert E. Schroth</u><br>(Printed Name) | <u>Owner</u><br>Title |
| 2) | _____<br>(Signature)                    | _____<br>(Printed Name)                    | _____<br>Title        |
| 3) | _____<br>(Signature)                    | _____<br>(Printed Name)                    | _____<br>Title        |
| 4) | _____<br>(Signature)                    | _____<br>(Printed Name)                    | _____<br>Title        |
| 5) | _____<br>(Signature)                    | _____<br>(Printed Name)                    | _____<br>Title        |
| 6) | _____<br>(Signature)                    | _____<br>(Printed Name)                    | _____<br>Title        |



Witness my hand and official seal:

Katie Tufte  
Signature of Notary Public

My commission expires: 4-11-2024



**TOWN OF JACKSON**  
**Office of Town Clerk**  
P.O. Box 1687 / 150 East Pearl Avenue  
Jackson, Wyoming 83001  
(307) 733-3932 ext 1113

Liquor License Application  
Provide for each person who  
signed the application

### AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

### AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

**Applicant please note:** Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

**PRINT**

Full Legal Name: Robert Elmer Schroth  
Full Middle Name Last Name

1/23/50 [REDACTED] [REDACTED] Male or Female  
Date of Birth Social Security Number Driver License: State / Number Circle one

7/18/22 Robert E Schroth  
Date Signed Applicant Signature

State of Wyoming )  
County of Teton )ss

Subscribed and sworn to before me this 18<sup>th</sup> day of July, 2022

(SEAL)



Katie Tufte  
Notary Public or officer authorized to administer oaths



## Plan of Operation

Liquor License Application  
Type:

Applicant: Jackson Hole Winery, LLC

DBA: Jackson Hole Winery

Describe how the premises will be operated, what is the nature of the business?

We are subleasing space from New West Knifeworks at 98 N. Center St., Jackson, WY. Our space will consist of the back two rooms so that there will be an entrance from NWKW retail space & an out door entrance. When customers come into our space they will be able to have a wine tasting or buy wine.

What type of alcoholic beverages will be available to customers?

Wine only

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

Customers will be greeted by an employee and offered the option of having a wine tasting or buying a glass of wine, or purchasing a bottle of wine for off site consumption. The wine will be poured and served by the JHW employee who will also collect payment

What is the official building capacity? \_\_\_\_\_

Do you plan to serve alcohol outside on a deck or patio? NO - NOT currently

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



What is your plan to keep customers from leaving with open alcohol containers?

wine will be served in JTW stemmed wine glass that belong to winery.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

|    | <u>Name</u>        | <u>Position/Title</u> | <u>Email</u>                |
|----|--------------------|-----------------------|-----------------------------|
| 1) | Robert E. Schroth  | Owner                 | rschroth@schrothlegal.com   |
| 2) | Katie Tufte        | Manager               | Katie@jacksonholewinery.com |
| 3) | Anthony J. Schroth | Owner                 | Anthony@ " " "              |
|    | Linda M. Schroth   | Owner                 | Linda.Schroth@gmail.com     |

Prepared by:

*Robert E. Schroth*

Date:

7/15/22



FIRST REPUBLIC BANK  
It's a privilege to serve you®

7/19/2022

RE: Jackson Hole Winery LLC

To Whom It May Concern:

This letter is to illustrate that Jackson Hole Winery LLC is a valued client of First Republic Bank, establishing their relationship with the bank on March 12<sup>th</sup>, 2021. The LLC is currently and always has maintained its relationship in good and proper standing with our financial institution.

If there are any additional questions, please don't hesitate to contact me at 307-264-7105.

Sincerely,

Alex McDougall  
Regional Managing Director  
First Republic Bank

## LEASE AND PROPERTY USE AGREEMENT

THIS AGREEMENT, is made and entered into this 15TH day of July 2022, by and between **New West Knifeworks, 98 N. Center Street, Jackson Wyoming**, herein referred to as LESSOR; and Robert and Linda Schroth, on behalf of Jackson Hole Winery, LLC, of P. O. Box 8827, Jackson, Wyoming, 83002, herein referred to as LESSEE.

### WITNESSETH:

**WHEREAS**, Lessor, **New West Knifeworks Jackson, WY** desires to lease vendor space to Jackson Hole Winery, LLC for the purpose of operating a winery and tasting room within a portion of the property.

**NOW, THEREFORE**, as consideration of of the rent to be paid and covenants' to be performed, all as more particularly hereinafter set forth, the parties agree as follows:

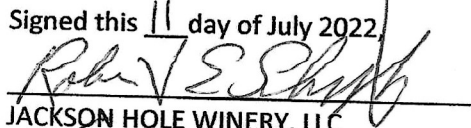
**DESCRIPTION OF LEASED PROPERTY:** **New West Knifeworks, Jackson, WY.** The tasting room/dispensing area shall be located in a 472.5 square foot enclosure, on the first floor, of the eastern end of the building located at 98 N, Center St. Unit C, Jackson, WY.

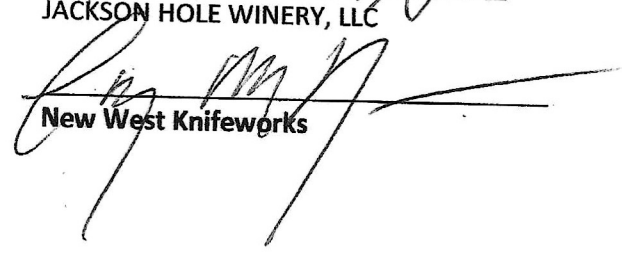
**TO HAVE AND TO HOLD** the said premises unto Lessee, its successors and assign, for the term of this lease, including renewals, if any, as hereinafter set forth. Except, either Party may upon 60 days written notice terminate this lease with or without cause.

**TERMS AND RENTAL:** The primary term of this lease shall be for a period commencing on the **15TH day of JULY 2022** and terminating on the **9TH day of July 2023**. Lessee agrees to lease a portion of the building for the purpose of operating a satellite winery tasting room for a rate to be determined based on wine sales. Renewal shall coincide with terms of the Satellite Tasting Permit issued by the Town of Jackson, Wyoming. Lessor agrees to allow the sale of wine for offsite consumption and on-site serving of wine at the location in accordance with any and all state and county permits and licenses.

At the end of the primary term, Jackson Hole Winery, LLC is hereby granted the option to renew this lease at a lease rate to be determined. Written notice of intention to exercise the option to renew must be served upon Lessor 30 days before expiration of the then existing terms. In the event Lessee elects not to exercise the option to renew the lease, Lessee likewise agrees to notify Lessor in writing of such election 30 days before expiration of the then existing term.

Signed this 11 day of July 2022,

  
JACKSON HOLE WINERY, LLC

  
New West Knifeworks

**STATE OF WYOMING \* SECRETARY OF STATE**  
**EDWARD A. BUCHANAN**  
**BUSINESS DIVISION**

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: [business@wyo.gov](mailto:business@wyo.gov)

**Filing Information**



**Please note that this form CANNOT be submitted in place of your Annual Report.**

Name **Jackson Hole Winery, LLC**

Filing ID **2010-000588733**

|      |                           |        |        |
|------|---------------------------|--------|--------|
| Type | Limited Liability Company | Status | Active |
|------|---------------------------|--------|--------|

**General Information**

|                  |           |                        |                     |
|------------------|-----------|------------------------|---------------------|
| Old Name         |           | Sub Status             | Current             |
| Fictitious Name  |           | Standing - Tax         | Good                |
|                  |           | Standing - RA          | Good                |
| Sub Type         |           | Standing - Other       | Good                |
| Formed in        | Wyoming   | Filing Date            | 08/17/2010 11:57 AM |
| Term of Duration | Perpetual | Delayed Effective Date |                     |
|                  |           | Inactive Date          |                     |

**Principal Address**

610 Broadway Ste 201  
Jackson, WY 83002

**Mailing Address**

PO Box 8827  
Jackson, WY 83002

**Registered Agent Address**

Robert E Schroth Sr  
610 W Broadway Ste 201  
PO Box 8827  
Jackson, WY 83001

**Parties**

| Type      | Name / Organization / Address |
|-----------|-------------------------------|
| Organizer | Robert E Schroth              |

**Notes**

| Date | Recorded By | Note |
|------|-------------|------|
|------|-------------|------|

## Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Jackson Hole Winery, LLC**

Filing ID **2010-000588733**

Type Limited Liability Company

Status

Active

### Most Recent Annual Report Information

|             |                   |           |          |
|-------------|-------------------|-----------|----------|
| Type        | Original          | AR Year   | 2021     |
| License Tax | \$84.00           | AR Exempt | N        |
| AR Date     | 7/26/2021 4:13 PM | AR ID     | 06500748 |
| Web Filed   | Y                 |           |          |

### Officers / Directors

| Type | Name / Organization / Address |
|------|-------------------------------|
|------|-------------------------------|

#### Principal Address

610 Broadway Ste 201  
Jackson, WY 83002

#### Mailing Address

PO Box 8827  
Jackson, WY 83002

### Annual Report History

| Num                                              | Status   | Date       | Year | Tax      |
|--------------------------------------------------|----------|------------|------|----------|
| 01383243                                         | Original | 08/14/2011 | 2011 | \$50.00  |
| Principal Country Changed From: No value To: USA |          |            |      |          |
| 01577649                                         | Original | 07/31/2012 | 2012 | \$50.00  |
| 01814218                                         | Original | 03/29/2013 | 2013 | \$50.00  |
| 02010039                                         | Original | 03/31/2014 | 2014 | \$50.00  |
| 02213514                                         | Original | 03/31/2015 | 2015 | \$50.00  |
| 02605907                                         | Original | 09/19/2016 | 2016 | \$55.00  |
| 02763855                                         | Original | 03/30/2017 | 2017 | \$80.80  |
| 03758833                                         | Original | 08/13/2018 | 2018 | \$124.00 |
| 04869842                                         | Original | 08/05/2019 | 2019 | \$78.00  |
| 05871061                                         | Original | 07/28/2020 | 2020 | \$80.00  |
| 06500748                                         | Original | 07/26/2021 | 2021 | \$84.00  |

### Amendment History

| ID             | Description              | Date       |
|----------------|--------------------------|------------|
| 2019-002597102 | Delinquency Notice - Tax | 08/02/2019 |
| 2018-002348296 | Delinquency Notice - Tax | 08/02/2018 |
| 2016-001932923 | Delinquency Notice - Tax | 08/02/2016 |
| 2011-001240123 | Delinquency Notice - Tax | 08/02/2011 |



## Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Jackson Hole Winery, LLC**

Filing ID **2010-000588733**

Type Limited Liability Company

Status

Active

---

See Filing ID

Initial Filing

08/17/2010



July 14, 2022

Town of Jackson  
Planning & Building Department

RE: Satellite Winery Permit to operate Tasting Room at  
98 North Center Street, Unit C, Jackson, Wyoming

To Whom It May Concern,

The Jackson Hole Winery is seeking to operate a Tasting Room at 98 North Center Street in Jackson, Wyoming, on a temporary basis from August 15th, 2022 until August 14th, 2023. We plan to be open seven (7) days a week with variable hours from 11:00 a.m. to 8 p.m. depending on the time of year and volume of business.

It is our plan, if granted a license, to have wine tasting at the new location in the back portion of the current New West Knifeworks store, wherein Jackson Hole Winery will charge a fee per person to taste 6 different wines produced by Jackson Hole Winery. The tasting will be limited to 1-2ounce pours of our wine. We also want to sell wine by the glass and would like to be able to sell wine by the bottle for off-site consumption only, as well as other merchandise with the Jackson Hole Winery logo. All wine sales will conform with all state and federal laws.

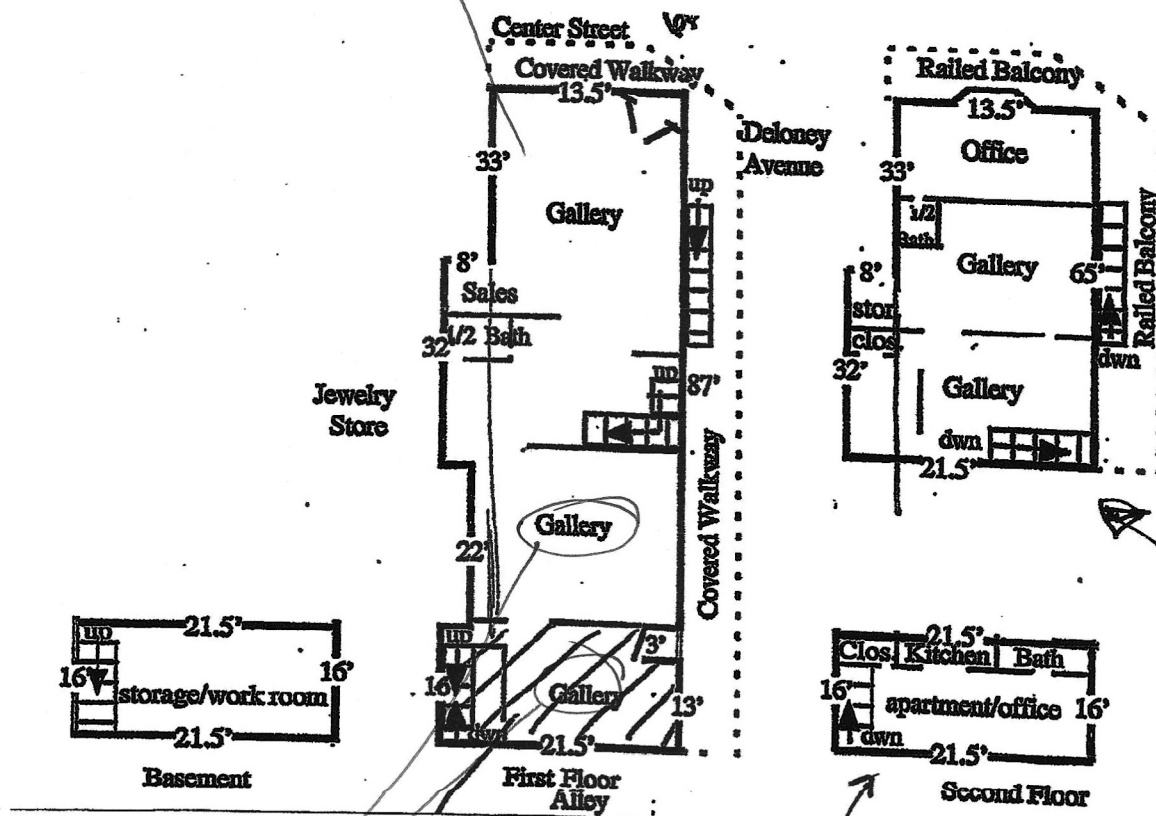
Thank you for your consideration of our application.

Cordially,

A handwritten signature in blue ink, appearing to read 'Robert E. Schroth, Sr.', is written over the printed name.

Robert E. Schroth, Sr.

# New West Knife Works



344 sq ft

1840 sq ft.

1133.50 sq ft

344 sq ft  
Apt.

- satellite space -  
is the 2 back Gallerys  
(rooms)

# STAFF REPORT



|                               |                                                                                 |                        |                |
|-------------------------------|---------------------------------------------------------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                               | <b>Meeting Title:</b>  | Regular        |
| <b>Submitting Department:</b> | Community Development                                                           | <b>Presenter:</b>      | Tyler Sinclair |
| <b>Agenda Item:</b>           | Chamber of Commerce Memorandum of Understanding (MOU) Home Ranch Visitor Center | <b>Public Comment:</b> | Yes            |

## **Purpose & Policy Considerations.**

The Town Council approves all agreements on behalf of the Town of Jackson.

## **Requested Action.**

The Jackson Hole Chamber of Commerce has requested a 5-year extension and amendment to the current Memorandum of Understanding (MOU) with the Town to provide visitor services from the Home Ranch Welcome Center located at 210 North Cache Street. The proposed amendments include three (3) additional brochure racks and an additional desk to the one currently allowed.

## **Recommendations.**

Approval

## **Background.**

On February 21, 2017, the Town Council approved a MOU for five (5) years with the Jackson Hole Chamber of Commerce to clarify roles and responsibilities relating to the Chamber's use of a portion of the Home Ranch Welcome Center. Please see the attached MOU for a description of the responsibilities and restrictions required for both parties.

## **Analysis.**

The Chamber has requested the proposed extension and amendment(s) due to the current MOU term expiring and the upcoming reconstruction of the U.S. Fish and Wildlife Service Visitor Center Replacement project located 532 North Cache Street scheduled for 2025. The Chamber has provided visitor services from both locations (Home Ranch and U.S. Fish and Wildlife Visitor Center) in previous years. The proposed request would extend the MOU for another 5 years and would allow expanded use of the Home Ranch Welcome Center to add an additional service desk and brochure racks. It is staff's understanding that the proposed amendments to allow additional space and use of the facility are a result of the reconstruction and possible transitioning use of the U.S. Fish and Wildlife Visitor Center.

Staff analysis of this request will focus on three primary issues including: 1) MOU term; 2) proposed amendments; and 3) reimbursement for use.

The first request is for an additional 5-year MOU term as previously approved. Due to ongoing discussion regarding the future delivery of visitor services in the community going on as part of the Travel and Tourism Board sponsored Sustainable Destination Management Plan and U.S. Fish and Wildlife Visitor Center replacement, staff suggests that Council may want to consider a shorter MOU term (2-3 years) with the option to extend annually. Staff finds this would allow time to complete discussions and make a decision on the best service delivery of visitor services going forward, while allowing the expanded usage of Home Ranch by the Chamber for a shorter period but not so long as to prevent the implementation of the outcome of these discussions.

The second request is to allow an additional desk (staff) and three (3) brochure racks in the Home Ranch Welcome Center. Staff understands that this additional service and material will be transferred from their current location at the U.S. Fish and Wildlife Visitor Center and/or in addition to the current uses at the Home Ranch Welcome Center. Staff

notes that during the initial MOU consideration there was discussion about the use of the Home Ranch Facility for promotion (brochures) for private business and restrictions placed in the MOU regarding the operation and promotion of the Visitor Center by the Chamber. Staff requests Council direction on whether to allow the requested additional service area (desk) and brochure racks or whether the MOU should remain as currently written.

The third consideration is whether the Town should continue to be responsible for all costs associated with the operation of the building with no contribution by the Chamber. Staff requests Council direction on this request as the MOU is being extended and additional requests considered.

#### **Possible Alternatives.**

See above.

#### **Comprehensive Plan & Priority Alignment.**

##### **Principle 4.4—Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.**

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

##### **Policy 6.2.a: Enhance tourism as the basis of the economy**

Tourism will continue to be the basis of our economy, and the community will enhance this sector by pursuing sustainable tourism that is not reliant on growth and consumption. Outdoor recreation tourism and eco-tourism will continue to be our primary focus. However, we will also promote cultural and heritage tourism that is less dependent on our seasonal climate, allowing for better use of our existing visitor accommodation capacity during shoulder seasons. The community will continue to avoid carnival and outlet mall-type tourist attractions as they do not support our desired community character and outdoor tourism focus. As we promote year-round occupancy and increased visitor spending, the community will broaden our approach to providing a quality visitor experience from focusing only on traditional tourists to also include second homeowners and retirees to the community.

#### **Fiscal Impact.**

The Town has budgeted in FY2023, \$53,413.00 to operate and maintain the Home Ranch Welcome Center.

#### **Staff Impact.**

Staff impact to complete this report was approximately 4 hours, if directed by Council the Town Attorney will be required to amend the current MOU and present it for Council consideration at a future meeting, taking approximately an additional 4 hours.

#### **Attachments or Links.**

Chamber Letter, dated August 3, 2022

MOU Between the Town of Jackson and Jackson Hole Chamber of Commerce, February 21, 2017

National Elk Refuge Visitor Center Replacement Project: Final Environmental Assessment, April 2022



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

I move to direct the Town Attorney to revise the MOU Between the Town of Jackson and Jackson Hole Chamber of Commerce, as presented; and as directed at this meeting as follows:

- 
- 
-



August 3, 2022

Tyler Sinclair  
Town of Jackson, Wyoming  
Interim Town Manager

Home Ranch MOU – Expanded Services Request

Hello Tyler,

This is a formal request for the MOU between the Town of Jackson Wyoming and the Jackson Hole Chamber of Commerce to operate expanded visitor services for a period of 5 years, whereas both parties will revisit the agreement. This expanded service would add 3 brochure racks and a desk to our services currently provided. The visitor assistance would run for up to 7 days a week with the hours of operation to be allowed between the hours of 8am-6pm. There would be no direct costs to the Town of Jackson associated with this request. The Jackson Hole Chamber of Commerce pays for the wifi service, phone connections and staff to operate in that building and we will continue to do so through the terms of this agreement.

We would respectfully request the authorization to move the additional items over to the Home Ranch location beginning September 1<sup>st</sup> with the completion of the move to commence October 1<sup>st</sup>, 2022.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Howe', written over a light blue horizontal line.

Rick Howe, TOM  
Interim CEO  
Jackson Hole Chamber of Commerce

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
TOWN OF JACKSON  
AND  
JACKSON HOLE CHAMBER OF COMMERCE**

1. **Parties.** This Memorandum of Understanding (the "MOU") is made and entered into this 21 day of February, 2017, (hereinafter "Effective Date") by and between the Town of Jackson, a municipal corporation duly organized in Wyoming, whose address is 150 E. Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001 (hereinafter "Town"), and Jackson Hole Chamber of Commerce, a 501(c)(6) organization, whose address is 260 Broadway Suite A, P.O. Box 550, Jackson, Wyoming 83001 (hereinafter "Chamber").
2. **Purpose of MOU.** The purpose of this MOU is to create a working agreement between the Town and the Chamber, and to clarify roles and responsibilities relating to the Chamber's use of a portion of the Home Ranch Welcome Center in Jackson, Wyoming (the "Welcome Center").
3. **Term of MOU.** This MOU shall commence upon the Effective Date above, and shall remain in full force and effect until five (5) years after the Effective Date, after which time the MOU shall automatically renew for a one (1) year period. This MOU may only be terminated thirty (30) days after either party informs the other party in writing the reason why this MOU shall be terminated.
4. **Responsibilities of the Chamber.** For the Term of this MOU, the Chamber:
  - A. Will staff the Welcome Center with, at minimum, one (1) person to greet and welcome visitors at the Welcome Center (a "Greeter");
  - B. Ensure the Welcome Center is staffed with a Greeter in accordance with the following schedule:
    - i. Seven (7) days per week between the hours of eight (8) a.m. and seven (7) p.m. from June 1 through September 15.
    - ii. Five (5) days per week between the hours of eight (8) a.m. to five (5) p.m. from September 16 through May 31.
  - C. Ensure the Greeter provides professional welcome services to the public at the Welcome Center to include:



- i. Wearing appropriate business casual attire that is neat, clean, and professional;
  - ii. Possessing a comprehensive knowledge of the Town of Jackson and its surroundings, businesses, and activities generally;
  - iii. Providing information to the general public about the Town of Jackson, businesses, activities and the like without reference or favoritism to members of the Chamber of Commerce or particular businesses.
- D. Be responsible for all costs associated with the Greeter, including, but not limited to, labor and operations.
- E. Be responsible for all costs associated with the non-permanent, non-affixed furniture (e.g. a desk and chair) for the Greeter (the "Greeter Station").
- F. Provide any and all informational materials for the Greeter that are necessary to provide professional welcome services.
- G. Keep the Greeter Station and the area immediately around it tidy and clean.

**5. Restrictions on the Chamber's Use of the Home Ranch Welcome Center.** For the Term of this MOU, the Chamber will not:

- A. Move, tamper with, or change existing or future installed displays, exhibits, exhibitions, or demonstrations at the Welcome Center.
- B. Hang, install, or affix posters to any wall, display, or exhibit, except to the Greeter Station.
- C. Cover or obstruct existing or future installed displays, exhibits, exhibitions, or demonstrations at the Welcome Center.
- D. Tamper with, alter, or adjust the lighting system or electronic lock system.
- E. Store any papers, files, food, clothing, or personal items of any kind at the Welcome Center, except:
  - i. Within the Greeter Station; and
  - ii. The informational materials provided to the public by the Greeter so that these materials may be available to the public outside of the established staffing hours.
- F. Add exhibits, demonstrations, posters, banners, whether free-standing or wall-hung in the Welcome Center, except the Event Sandwich Board.

- G. Advertise the presence of the Greeter Station in any form, including but not limited to, newspapers, printed pamphlets, radio, television, the internet, and social media.

**6. Responsibilities of the Town.**

- A. Town agrees to provide thirty-six (36) square feet of space in the Welcome Center, located in the east side of building as explicitly depicted in Exhibit A attached hereto, for the exclusive use of the Chamber, its Greeter, and the installation of a Greeter Station.
- B. Be responsible for all costs associated with operating the building generally, including but not limited to heating, maintenance, lighting, cleaning, and insurance.

**7. Notices.**

- A. All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the Parties at the address provided under this MOU, either by regular mail or delivery in person.

TOWN OF JACKSON  
Bob McLaurin, Town Manager  
P.O. Box 1687  
Jackson, WY 83001

Jackson Hole Chamber of Commerce  
Rick Howe, Vice President  
P.O. Box 550  
Jackson, Wyoming 83001

**8. General Provisions.**

- A. **Emergency Contact.** If a building or facility emergency arises at the Welcome Center, the Chamber will contact the Facilities Manager at (307) 733-3932 x 1425; kmeagher@townofjackson.com; and /or (307) 690-7432.
- B. **Amendments.** Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by both Parties of this MOU. No verbal amendments are permitted.
- C. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming



shall have jurisdiction over any action arising out of the MOU, and over the Parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.

D. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Where any portion of this MOU is in conflict with state statute, state statute shall govern.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may re-negotiate the terms affected by the severance.

F. **Sovereign or Governmental Immunity.** The Town does not waive its sovereign or governmental immunity by entering into this MOU and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. **Indemnification.** Each Party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither Party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.

H. **Insurance.** It is understood and agreed by both Parties that the Town, as the owner of the building and fixtures, shall bear the cost to provide the appropriate property and/or liability insurance for such assets. It is further understood and agreed by both Parties that the Chamber, as the employer of the Greeter and owner of the Greeting Station, shall bear the cost to provide the appropriate property and/or liability insurance for its staff member and associated physical or personal items in the building.

I. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to

enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

J. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date above.

**TOWN OF JACKSON**

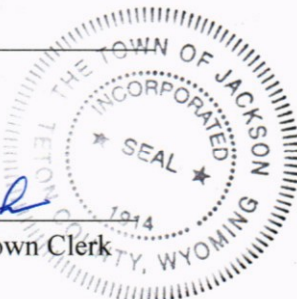
A Wyoming Municipal Corporation

By: \_\_\_\_\_

Pete Muldoon, Mayor

ATTEST: \_\_\_\_\_

Sandra P. Birdyshaw, Town Clerk

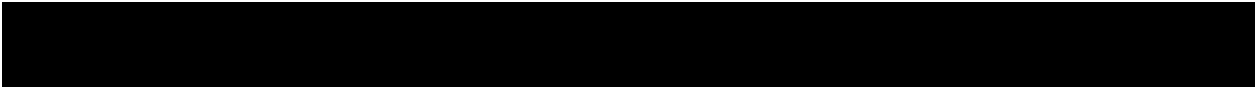


**JACKSON HOLE CHAMBER OF COMMERCE**

A 501(c)(6) Organization in Jackson Wyoming

By: \_\_\_\_\_

Rick Howe, Vice President



# **National Elk Refuge Visitor Center Replacement Project**

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*Final Environmental Assessment*

*April 2022*

*The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people.*



CITATION: U.S. Fish and Wildlife Service. 2022. Environmental Assessment for National Elk Refuge Visitor Center Replacement Project. U.S. Department of the Interior, Fish and Wildlife Service, Jackson, Wyoming.

## **Abbreviations**

|                       |                                                            |
|-----------------------|------------------------------------------------------------|
| Administration Act    | National Wildlife Refuge System Administration Act of 1966 |
| BMP                   | Best Management Practice                                   |
| CCP                   | Comprehensive Conservation Plan                            |
| CFR                   | Code of Federal Regulations                                |
| EA                    | Environmental Assessment                                   |
| Improvement Act       | National Wildlife Refuge System Improvement Act of 1977    |
| NEPA                  | National Environmental Policy Act                          |
| NWRS or Refuge System | National Wildlife Refuge System                            |
| Refuge                | National Elk Refuge                                        |
| USFWS                 | U.S. Fish and Wildlife Service                             |
| USGS                  | U.S. Geological Survey                                     |



## **Executive Summary**

This Final Environmental Assessment (EA) evaluates two action alternatives and a no action alternative. The Proposed Action would replace the existing visitor center at the National Elk Refuge (Refuge) with a new visitor center that accommodates the increasing visitor use to the area. The Proposed Action also includes restoring and enhancing the site associated with the visitor center, currently referred to as Murie Family Park. The No Action Alternative would not construct any new facilities and U.S. Fish and Wildlife Service (USFWS) would continue to use the existing visitor center. The existing visitor center building is more than 40 years old and has several maintenance deficiencies. In addition, the building does not meet requirements of the Architectural Barriers Act Accessibility Standard.

This EA examines the potential environmental impacts associated with the alternatives and has been prepared in compliance with the National Environmental Policy Act (NEPA) in accordance with Council on Environmental Quality regulations (40 Code of Federal Regulations [CFR] 1500–1508) and Department of the Interior (43 CFR 46; 516 DM 8) and U.S. Fish and Wildlife Service (550 FW 3) regulations and policies.

The following resource areas were analyzed in the EA: Wildlife and Aquatic Species; Habitat, Vegetation and Wetlands; Geology and Soils; Air Quality; Visitor Use and Experience; Cultural Resources; Socioeconomics; and Environmental Justice. Several other resource areas were also initially considered by USFWS but were ultimately dismissed from further analysis in the Draft EA because neither the Proposed Action nor its alternatives would have the potential to result in measurable adverse impacts to these resources areas.

Based on the analysis presented in the EA and coordination and/or consultation with all appropriate federal, state, and local agencies as well as all pertinent federally recognized Native American tribes, the USFWS has determined that the impacts associated with the Proposed Action and its alternative would not individually or cumulatively have a significant impact on the quality of the physical or human environment.

The Draft EA was made available for public comment from September 21, 2021, to October 20, 2021. Public comments and agency response are available in Appendix E of this EA.

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# 1 Purpose and Need for Action

## 1.1 Introduction

National Wildlife Refuges are guided by the mission and goals of the National Wildlife Refuge System (NWRS), the purposes of an individual refuge, U.S. Fish and Wildlife Service (USFWS) policy, and laws and international treaties. Relevant guidance includes the National Wildlife Refuge System Administration Act of 1966 (Administration Act), as amended by the National Wildlife Refuge System Improvement Act (Improvement Act) of 1997 (16 United States Code [U.S.C.] 668dd et seq.), Refuge Recreation Act of 1962, and selected portions of the Code of Federal Regulations (CFR) and Fish and Wildlife Service Manual. See Appendix A for a list of relevant laws and regulations.

National Elk Refuge (the Refuge) was established in 1912 as a “winter game (elk) reserve” pursuant to 37 Stat 293, 16 U.S.C. 673, and the following year Congress designated the area as “a winter elk refuge” (37 Stat 847). In 1921, all lands included in the Refuge or that might be added in the future were reserved and set apart as “refuges and breeding grounds for birds” (Executive Order 3596), which was affirmed in 1922 (Executive Order 3741). In 1927, the Refuge was expanded to provide “for the grazing of, and as a refuge for, American Elk and other big game animals” (44 Stat 1246, U.S.C. 673a).

The mission of the NWRS, as outlined by the Administration Act, as amended by the Improvement Act, is

*“ . . . to administer a national network of lands and waters for the conservation, management and, where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans. ”*

Additionally, the Administration Act mandates the Secretary of the Interior in administering the NWRS (16 U.S.C. 668dd(a)(4)) to

- Provide for the conservation of fish, wildlife, and plants, and their habitats within the NWRS;
- Ensure that the biological integrity, diversity, and environmental health of the NWRS are maintained for the benefit of present and future generations of Americans;
- Ensure that the mission of the NWRS described at 16 U.S.C. 668dd(a)(2) and the purposes of each refuge are carried out;
- Ensure effective coordination, interaction, and cooperation with owners of land adjoining refuges and the fish and wildlife agency of the states in which the units of the NWRS are located;

- Assist in the maintenance of adequate water quantity and water quality to fulfill the mission of the NWRS and the purposes of each refuge;
- Recognize compatible wildlife-dependent recreational uses as the priority general public uses of the NWRS through which the American public can develop an appreciation for fish and wildlife;
- Ensure that opportunities are provided within the NWRS for compatible wildlife-dependent recreational uses; and
- Monitor the status and trends of fish, wildlife, and plants in each refuge.

The following Management Objective under the Visitor Services Goal established by the National Elk Refuge Comprehensive Conservation Plan (USFWS 2015) is relevant to this action:

Within 10 years, rehabilitate the existing building or build a new visitor center to address the aging building maintenance deficiencies.

The visitor center, on the southern end of the Refuge, plays a critical role in Jackson's tourism-based economy, serving approximately 320,000 people each year and providing a wide range of visitor services. The visitor center is often the first place that people stop for information during their visit to the Jackson Hole area, and many hotels and businesses, as well as the Jackson Hole Chamber of Commerce, encourage people to go to the visitor center for information on the area.

The visitor center is an interagency facility, staffed and supported by area agencies and organizations—Bridger-Teton National Forest, Grand Teton Association, Grand Teton National Park, Jackson Hole Chamber of Commerce, and National Elk Refuge. Operation of the visitor center enables the partner agencies to distribute information vital to their organizations. Displays in the visitor center give an overview of the role of the Refuge, other federal lands, and state wildlife agency partners. This same information is shared in presentations, talks to key groups, and in news releases.

The existing visitor center building is more than 40 years old and has several maintenance deficiencies. In addition, the building does not meet requirements of the Architectural Barriers Act Accessibility Standard (United States Access Board 2013, USFWS 2008). Over \$1 million (federal and non-federal) has been spent over the past 10 years to temporarily correct maintenance and safety issues, and several million dollars' worth of additional corrections are needed.

The existing visitor center does not have sufficient space to hold programs for visiting youth and school groups, let alone the large number of visitors that come during peak visitation.

This Environmental Assessment (EA) was prepared to evaluate the effects associated with the proposed action and complies with the National Environmental Policy Act (NEPA) in accordance with Council on Environmental Quality regulations (40 CFR 1500–1508) and Department of the Interior (43 CFR 46; 516 DM 8) and USFWS (550 FW 3) regulations and policies. NEPA requires examination of the effects of proposed actions on the natural and human environment.



## **1.2 Proposed Action**

USFWS is proposing to replace the existing visitor center with a new visitor center that accommodates the increasing visitor use, provides an accessible experience, and improves operational efficiency. The proposed project also includes restoring and enhancing the site associated with the visitor center, currently referred to as Murie Family Park.

## **1.3 Purpose and Need for Action**

The purpose of this proposed action is to replace the existing visitor center with a building that will appropriately accommodate visitors and meets the requirements of the Architectural Barriers Act Accessibility Standard (United States Access Board 2013); to eliminate the deferred maintenance backlog by an estimated \$7 million; and to reduce the annual maintenance costs for the National Elk Refuge.

The proposed action meets the USFWS's priorities and mandates as outlined by the National Wildlife Refuge System Administration Act of 1966 to "recognize compatible wildlife-dependent recreational uses as the priority general uses of the [National Wildlife Refuge] System" and "ensure that opportunities are provided within the [National Wildlife Refuge] System for compatible wildlife-dependent recreational uses" (16 U.S.C. 668dd(a)(4)).

This action is needed to provide accessible and energy efficient facilities to reduce annual operating costs and greatly increase logistical capabilities for administering public use programs.

This project would contribute to strengthening the USFWS's conservation stewardship legacy and modernizing infrastructure. Furthermore, it would contribute to building an atmosphere of trust with local communities and partners by facilitating and enhancing ongoing collaboration, and supporting a robust tourism industry that attracts visitors from around the world to the Refuge for outdoor recreation and wildlife observation.

## **1.4 Tribal Consultation**

The USFWS mailed an invitation on September 21, 2021, for comments to all Tribes potentially impacted by initiating an EA to replace the existing National Elk Refuge visitor center with a new visitor center. The USFWS extended an invitation to engage in government-to-government consultation in accordance with Executive Order 13175.

## **1.5 Public Involvement**

To solicit public review and comment, the Refuge and Region 6 External Affairs sent notices to area media outlets that have wide local distributions, posted notices on social media, and posted on the Refuge website at: [https://www.fws.gov/refuge/National\\_Elk\\_Refuge/](https://www.fws.gov/refuge/National_Elk_Refuge/).

The Draft EA was made available for public comment from September 21, 2021, through October 20, 2021.

Comments that were received and responses to comments can be found in Appendix E: Comments and Agency Response.

## **2 Description of Alternatives**

### **2.1 Alternative A – Current Management – No Action Alternative**

Under the No Action alternative, the USFWS will continue to maintain the existing visitor center. The 7,100-square-foot building was opened to the public in 1974 and is located on the southwestern corner of the Refuge along state highway 98 in Jackson, Wyoming. The building was formerly owned by the Wyoming Department of Transportation and served as a State Information Center for the Wyoming Division of Tourism. The building is more than 45 years old and has many significant maintenance issues such as deficiencies in the electrical system, annual flooding in the crawlspace, and rotted wood on the remote-viewing platform.

Visitation to the existing visitor center averages about 320,000 people per year. Visitor center parking is inadequate relative to the visitation rate and does not provide for appropriate flow or accommodation for visitors arriving on buses. Furthermore, the current building is not compliant with the Architectural Barriers Act Accessibility Standard (United States Access Board 2013).

### **2.2 Alternative B – Replace Current Visitor Center with A New Modernized Facility – Proposed Action Alternative**

Under the Proposed Action alternative, the USFWS will replace the existing visitor center with a new visitor center, which will eliminate the deferred maintenance backlog by an estimated \$7 million and reduce the annual maintenance costs at the Refuge.

The USFWS will design and construct an approximately 7,000–15,000 square foot visitor center, demolish the old building, redesign the parking area, and redesign the associated building site (Murie Family Park) to restore and enhance wildlife habitat.

The location of the new visitor center will be immediately adjacent to the current visitor center (Figure 1, Appendix B). The USFWS will conduct geotechnical surveys to determine exact building location prior to construction. For this analysis, the USFWS will be exploring construction designs in a 10-acre area (Murie Family Park), the site of the existing visitor center. The overall footprint of construction and buildings will be approximately two acres, and the associated habitat restoration and landscaping will be approximately eight acres (Figure 2, Appendix B). No additional or new Refuge lands will be incorporated into the existing 10-acre site.

### **2.3 Mitigation Measures and Best Practices**

Mitigation measures include:

1. Avoidance of an impact by not taking an action or parts of an action;
2. Minimizing impacts by limiting the degree or magnitude of an action; or
3. Rectifying impacts by repairing, rehabilitating, or restoring the affected environment.

Best Management Practices (BMPs) can include an array of alternatives that produce desirable results with minimal impact on other resources. Construction BMPs can be put into place to eliminate or reduce environmental impacts associated with construction activities, such as erosion or sediment control. This allows USFWS to choose the most economical, effective, and possibly innovative BMPs to reduce or eliminate impacts.

### **2.3.1 Migratory Bird Mitigation Measures and BMPs**

As part of Leadership in Energy and Environmental Design Certification requirements for the new facilities, this project would include compliance with Pilot Credit 55: Bird Collision Deterrence to minimize impacts to migratory birds. This measure is intended to reduce the chances of bird injury and mortality from in-flight collisions with buildings. This rule requires designers and builders to comply with building façade and site structures that include a lighting and a monitoring plan designed to minimize bird collisions.

### **2.3.2 Soil Mitigation Measures and BMPs**

Contractors would provide erosion control methods (such as watering dry soils) and structures (such as silt fences) as necessary to prevent wind-borne dust and water-borne silt from leaving the immediate work areas.

Additionally, native topsoil would be stockpiled and reused for landscaping purposes around the exterior of the facilities. Access points would be designated and flagged to minimize soil compaction. Mats or boards would be used to access equipment during wet conditions to prevent rutting and soil loss.

### **2.3.3 Archeology and Cultural Resources Mitigation Measures and BMPs**

In the unexpected event that paleontological, archaeological, or historical remains (including burials or skeletal material) were encountered, all work would be immediately halted and a construction representative, contracting officer representative, contracting officer, or a USFWS representative would be notified. The contracting officer would notify the regional archaeologist, to ensure that the provisions of 36 CFR 800.13 and other relevant laws are followed. Work would cease in the immediate vicinity until permitted to resume by written order from the contracting officer. Work in other areas may proceed as approved by the contracting officer.

### **2.3.4 Demolition and Construction and BMPs**

The existing visitor center building would be demolished after the new facility is on-line to provide seamless visitor opportunities.

All construction debris will be removed by the contractor. Single-use packaging, particularly Styrofoam, would be opened in an enclosed area and immediately swept up.

### **2.3.5 Climate Change**

The USFWS will strive to plan and take actions consistent with existing USFWS and partner climate change strategies, and anticipate impacts from the effects of climate change on habitat, species (fauna and flora), water, forage, and wildfire. USFWS staff rely on outside entities such as the United States Geological Survey (USGS) to help downscale climate change models to increase predictability of temperature and precipitation changes and use these predictions to help inform adaptive management activities, as warranted.

Warming, whether it results from anthropogenic or natural sources, is expected to affect a variety of natural processes and associated resources. Climate changes (past century) are accelerating and already have substantially, and often unexpectedly, changed this ecosystem from what early Euro-American explorers and settlers chronicled (Belovsky and Slade, in prep). However, the complexity of ecological systems means that there is a tremendous amount of uncertainty about the impact climate change will actually have. In particular, the localized effects of climate change are still a matter of much debate. Similarly, there is no definitive information on how exactly changes in climate will impact species populations. Potential impacts could include earlier stop overs in bird migration patterns, increased frequency of wildfires, habitat conversion (i.e., salt marsh to open water), and decreased or increased water availability.

Climate change, and the Refuge's strategies to address climate change are discussed in sections 3.1 and 4.3 of the Comprehensive Conservation Plan (CCP), which can be found here: <https://www.fws.gov/media/national-elk-refuge-comprehensive-conservation-plan>.

## **2.4 Alternatives Considered, but Dismissed from Further Consideration**

### **2.4.1 Miller Site**

This site was removed from consideration for the following reasons:

- Would draw fewer visitors due to its location away from highway 98 and distance from town.
- Would require relocating volunteer RV pad complex, associated buildings, and facilities.
- Significantly farther from sleigh ride boarding facility.
- Negative impacts on existing wetland and undisturbed habitat.
- Potential displacement of elk from a primary feed area.
- Disturbance of neighborhoods due to greatly increased traffic on East Broadway.
- Need for significant changes to existing North Elk Refuge Road to improve access to site.



### **2.4.2 Refuge Headquarters Site**

This site was removed from consideration for the following reasons:

- Would draw fewer visitors due to its location away from highway 98 and distance from town.
- Would require relocating five employee houses, one 2-car garage, one 5-stall garages, one bunk house, one employee residential quadplex, two employee residential duplexes, volunteer RV pad complex, associated facilities.
- Significantly farther from sleigh ride boarding facility.
- Disturbance of neighborhoods due to greatly increased traffic on East Broadway.

### **2.4.3 Sleigh Ride Boarding Area**

This site was removed from consideration for the following reasons:

- Ingress and egress of highway 89 would present significant challenges and require complete redesign of that portion of the highway.
- Potential displacement of elk from a primary feed area.
- Fewer wildlife viewing opportunities—no wetlands near site.
- Safety concerns with being on multiuse pathway.

### **2.4.4 Fish Hatchery**

This site was removed from consideration for the following reasons:

- Ingress and egress of highway 89 would present significant challenges and require complete redesign of that portion of the highway.
- Greatly increased disturbance to hatchery.
- Disturbance to hatchery employees living on-site.

### **3 Affected Environment and Environmental Consequences**

This section is organized by affected resource categories and for each affected resource discusses both (1) the existing environmental and socioeconomic baseline in the action area for each resource, and (2) the effects and impacts of the proposed action and any alternatives on each resource. The effects and impacts of the proposed action considered here are changes to the human environment, whether adverse or beneficial, that are reasonably foreseeable and have a reasonably close causal relationship to the proposed action or alternatives. This EA includes the written analyses of the environmental consequences on a resource only when the impacts on that resource could be more than negligible and therefore considered an “affected resource.” Any resources that will not be more than negligibly impacted by the action have been dismissed from further analyses.

The Refuge consists of approximately 24,778 acres (38.7 square miles) in Teton County, Wyoming. The Refuge is primarily native grassland and sagebrush shrubland. For more information regarding the Refuge, as well as the current environment and resources described below, refer to the Refuge’s CCP at <https://www.fws.gov/media/national-elk-refuge-comprehensive-conservation-plan>.

The following resources either (1) do not exist within the project area, or (2) would either not be affected or would be only negligibly affected by the proposed action: wilderness, special use areas and floodplain. As such, these resources are not further analyzed in this EA.

Impacts identified in this analysis are based specifically on the activities associated with the construction of new facilities. Anticipated impacts to the resource due to a lack of adequate facilities is referenced in the Purpose and Need section of this document.

#### **3.1 Wildlife and Aquatic Species**

##### **3.1.1 Affected Environment**

The Refuge is widely known for supporting an abundance and diversity of wildlife and fish species in the Greater Yellowstone Ecosystem.

The proposed site location contains a mixture of previously altered wetlands connected to Flat Creek on the east portion and developed and mowed non-native grass and trees on the west portion. The wetlands are dominated by bulrush, cattail, and sedge species, and host a variety of migrant and non-migrant wetland birds including numerous species of waterfowl, trumpeter swans, and other water birds. Other common wildlife species groups utilizing the wetlands, wetland edge, and associated shrub habitat include terrestrial birds, small mammals (including beaver and muskrat, occasional moose, reptiles, and amphibians). In addition, the wetlands are connected to Flat Creek, which is an important spawning stream for Snake River fine-spotted cutthroat trout, a species native to the Snake River drainage.

The heavily impacted western portion of the proposed project mainly harbors numerous species of mid-story and over-story migratory bird species, some small mammals, and reptiles, and serves as a loafing site for numerous Canada geese, which nest in the wetland/shrubland edge.

Threatened and Endangered species whose range overlaps with the proposed action include grizzly bears (*Ursus arctos horribilis*), Canada lynx (*Lynx canadensis*), yellow billed cuckoo (*Coccyzus americanus*), whitebark pine (*Pinus albicaulis*), long-billed curlew (*Numenius americanus*), western glacier stonefly (*Zapada glacier*), Colorado pikeminnow (*Ptychocheilus lucius*), and humpback chub (*Gila cypha*). Only the grizzly bear is known to occur on the Refuge. Additional information on these species' historical presence in the project area is included in Appendix D.

Species of Special Concern whose range overlaps with the Proposed Action include gray wolf (*Canis lupus*), bald eagle (*Haliaeetus leucocephalus*), greater sage-grouse (*Centrocercus urophasianus*), and trumpeter swan (*Cygnus buccinator*), all of which are known to occur on the Refuge. Additional information on these species' historical presence in the project area is included in Appendix D.

Potential impacts to the proposed project due to climate change are not fully understood and are challenging to predict. The Refuge would continue to participate in studies and climate monitoring to help better understand and evaluate impacts.

Development on private lands within the Jackson Hole area is continual and increasing, leading to further habitat loss and fragmentation. Although management can do nothing to stem this trend, refuges and the wildlife and aquatic species that they harbor will become even more important as repositories of biodiversity.

### **3.1.2 Potential Impacts to Wildlife and Aquatic Species**

#### **Alternative A**

No new impacts to wildlife and aquatic species are expected.

#### **Alternative B**

Short term impacts to wildlife and aquatic species include disturbance and displacement as well as direct mortality of less mobile wildlife from demolition and construction activities. Visual and noise disturbances could disrupt normal wildlife behavior for the duration of construction and demolition activities. Sufficient dispersal habitat exists on three sides of the designated footprint to accommodate wildlife that may be affected by the Proposed Action. Construction and demolition activities will occur in phases over the course of approximately one year.

Grizzly bears and gray wolves have not been known to use the proposed site; therefore, there would be no effect to either species.

Bald eagles are not known to nest on or near the proposed site. Bald eagles may occasionally use trees on the site for resting and may forage in the area. Disturbance to bald eagles would be minor, temporary, and negligible.

Greater sage-grouse and long-billed curlew do not utilize the habitat in this portion of the Refuge; therefore, there would be no effect.

Trumpeter swans utilize the portion of the Flat Creek Marsh complex on the east and north portion of the site as a feeding and resting area. The closest known swan nesting location is on an artificial nest platform located approximately 750 meters north and east of the site, in the Flat Creek Marsh complex. Demolition and construction activities may disturb swans feeding and resting immediately adjacent to the site; however, the nest location site will likely not be disturbed due to the distance from the project site. Swans using this portion of the Refuge appear to be somewhat “acclimated” to the relatively high level of human disturbance and highway traffic on the adjacent highway, multiuse pathway, and wildlife observation pull out. Demolition, construction, and restoration activities may result in minor, temporary, and negligible disturbance to trumpeter swans.

Other Threatened and Endangered species and Species of Special Concern do not occur on the Refuge; therefore, there would be no effect.

Removal of several trees (approximately 20) from the site may impact some tree-nesting bird species by removing potential nesting sites. These direct impacts would be negligible to species populations and mitigated by removing trees during non-nesting periods and replanting the site with native tree species in accordance with the site plan (Appendix B).

Construction and demolition activities would include use of heavy equipment, machinery, and labor to construct and demolish new facilities, and restore site vegetation and wetlands. Vehicular traffic to the work site, as well as foot traffic and heavy equipment operations, have the potential to temporarily disturb birds, other wildlife, and aquatic species. These short-term direct effects would be temporary since sufficient habitat is available to provide security to displaced wildlife in the immediate vicinity of the project and roads used to access the site.

Direct effects such as mortality could affect less mobile wildlife like reptiles and small mammals who are not able to avoid construction and demolition equipment (i.e., tractors, excavators, and vehicles).

Once construction is complete, long-term indirect effects on wildlife are anticipated to be negligible. These effects would be similar to current disturbance levels at existing facilities and include everyday activities that occur in and around the facility. Vehicular as well as foot traffic at the new visitor center and associated grounds is anticipated to be similar to current conditions with continued annual increases in visitation anticipated. Wildlife and aquatic species occupancy, movement, and activity would resume and increase due to restored habitat conditions once construction and demolition are complete.

No impacts are expected outside of the project area.

## **3.2 Habitat, Vegetation and Wetlands (Including Vegetation of Special Management Concern)**

### **3.2.1 Affected Environment**

The Refuge is widely known for supporting an abundance and diversity of vegetation, habitat, and wetlands in the Greater Yellowstone Ecosystem. Wetlands on the proposed site are associated with Flat Creek, which runs through the Refuge and originates in the Gros Ventre Range.

The Proposed Action is located on a previously disturbed riparian area that is now characteristic of an open park space harboring a majority of non-native vegetation interspersed with some native aquatic and riparian habitat.

Potential impacts to habitat, vegetation, and wetlands due to climate change are not fully understood and are challenging to predict. The Refuge would continue to participate in studies and climate monitoring to help better understand and evaluate impacts.

Development on private lands within the Jackson Hole area is continual and increasing, leading to further habitat loss and fragmentation. Although management can do nothing to stem this trend, refuges and the habitat, vegetation, and wetlands that they harbor will become even more important as repositories of biodiversity.

### **3.2.2 Potential Impacts to Habitat, Vegetation and Wetlands**

#### **Alternative A**

There would be no construction and subsequently no impacts to habitat, vegetation, and wetlands.

#### **Alternative B**

Impacts to habitat and vegetation will occur. The footprint of the new building (approximately 7,000–15,000 square feet) will potentially more than double the existing footprint (7,100 square feet), reducing potential habitat on the site by a maximum of approximately 7,900 square feet. Based on the proposed site plan (Appendix B) the remainder of the location will be restored from its current state to native vegetation, and the associated wetland will be enhanced and restored, resulting in a net gain of native riparian and wetland habitat on the site and Refuge. This net gain will have a positive long-term impact on habitat and vegetation.

## **3.3 Geology and Soils**

### **3.3.1 Affected Environment**

More than 20 different soil types are found on the Refuge (USFWS 2015). Soils in the project area are composed of a combination of greyback gravelly loam on the west portion of the site and



cryaquolls-cryofibril complex and the east portion of the site. Greyback gravelly loam is found in mountain slope landforms within the gravelly (foothills and mountains) ecological site type. Cryaquolls-cryofibril complex is found in floodplains within wetland (foothills and mountain) ecological site type.

Potential impacts to geology and soils due to climate change are not fully understood and are challenging to predict. The Refuge would continue to participate in studies and climate monitoring to help better understand and evaluate impacts.

Development on private lands within the Jackson Hole area is continual and increasing, leading to further habitat loss and fragmentation. Developmental impacts to geology and soils off-site are unknown. Although management can do nothing to stem this trend, refuges and the geological and soil resources that they contain will become even more important as repositories of biodiversity.

### **3.3.2 Potential Impacts to Geology and Soils**

#### **Alternative A**

There would be no construction and subsequently no impacts to soils are expected.

#### **Alternative B**

Impacts to soils associated with construction and demolition are expected. Impacts within the designated footprint of the project (Appendix B) will include removal of vegetation and topsoil to clear areas for construction and disturbance due to demolition and removal of demolition materials. Vegetation removal and disturbance will include exposing soils to the elements and increasing vulnerability to runoff, sedimentation, and windblown soil loss. Short-term impacts from construction, demolition, and habitat restoration (clearing areas for new facilities, small sections of roads, parking lots, and utility lines) are anticipated. Most soil disturbances would be temporary until construction, habitat restoration, and landscaping efforts are finalized. BMPs designed to minimize the impact on soils would be utilized in all construction phases of the project.

Minor and insignificant soil loss on the site is expected. Impacts associated with this alternative would result in disturbance to soils from construction, demolition, and habitat restoration on a maximum of eight acres within the 10-acre site.

Habitat restoration, including wetland restoration, on the site (Appendix B) would minimize long-term soil damage and loss.

## **3.4 Air Quality**

### **3.4.1 Affected Environment**

The air quality of the Jackson Hole area is generally considered good.

The use of prescribed fire on the Refuge is an important habitat management tool. The Refuge will continue to utilize prescribed fire for habitat and fuel reduction purposes into the foreseeable future. The National Elk Refuge Fire Management Plan (USFWS 2019) conforms to all federal, state, and local air pollution control requirements. Negative effects to air quality from this practice on the Refuge and surrounding area are minor and insignificant.

Continued and increasing visitation on the Refuge and associated increase in vehicular traffic on the Refuge's gravel road system will result in annual increases to dust generation during the summer and fall dry periods. The increase in dust production will likely result in a negligible and temporary decrease in air quality on the Refuge and surrounding area.

### **3.4.2 Impacts on Air Quality**

#### **Alternative A**

There would be no construction and subsequently no impacts to air quality.

#### **Alternative B**

Short-term negative impacts to air quality during the construction and demolition phases of the project may occur. These impacts are associated with the use of heavy equipment for site preparation, construction, and demolition. Impacts to air quality would be a result of emissions from construction equipment such as tractors, vehicular traffic, and transporting equipment and resources to project sites, and dust generated during the use of this equipment for construction, demolition, and habitat restoration. These activities will result in minor and temporary effects to air quality.

## **3.5 Visitor Use and Experience**

### **3.5.1 Affected Environment**

The Jackson Hole area hosts millions of visitors per year, with 320,000 visits at the Refuge visitor center in fiscal year 2019. Visitor use on the National Elk Refuge is relatively high year-round. Table 3-1 summarizes data from the Refuge Annual Performance Plan from fiscal year 2021 for the number of participants in wildlife-dependent recreation.

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**Table 3-1. Summary of Annual Visitor Use**

| <i>Activity</i>                           | <i>Visits per Year</i> |
|-------------------------------------------|------------------------|
| Big game hunting visits                   | 2,200                  |
| Fishing visits                            | 5,000                  |
| Wildlife observation visits               | 177,000                |
| Photography visits                        | 34,000                 |
| Environmental education programing visits | 2,000                  |
| Interpretation visits                     | 35,673                 |

For more information regarding visitor services and use on the Refuge, please see Section 3.6 of the CCP, which can be found here: <https://www.fws.gov/media/national-elk-refuge-comprehensive-conservation-plan>.

Local opportunities for recreation in the Jackson Hole and Greater Yellowstone Ecosystem include two ski slopes, two National Parks, one National Forest, a seasonal multiuse pathway, and numerous local cultural events and shows.

### **3.5.2 Impacts on Visitor Use and Experience**

#### **Alternative A**

There is potential for negative impacts on the visitor experience. Due to size and design limitations, the USFWS struggles to help visitors understand the mission and purpose of the Refuge. Furthermore, the USFWS is unable to welcome all visitors because the building does not meet accessibility standards. Deteriorated facilities require staff and resources for constant repairs. This can take away from the Refuge's ability to support other programs like maintaining visitor use infrastructure.

#### **Alternative B**

The proposed visitor center would be constructed to meet the USFWS's needs and the conservation education needs of the local community. The goal is to create a welcoming space where new audiences can be introduced to the Refuge, the opportunities that the Refuge provides for wildlife-dependent recreation, the Refuge's role in providing wildlife habitat, and the broader conservation goals of the National Wildlife Refuge System. The new visitor center will be a stepping-stone to broader engagement with visitors. It will be the front door of the National Wildlife Refuge System within the Greater Yellowstone Ecosystem.

Under the proposed action, the proposed approximately 7,000–15,000 square foot visitor center would be constructed within the 10-acre project area, adjacent to the footprint of the existing visitor center. The existing visitor center would be removed once construction of the proposed facility is complete.

In addition, the proposed plan transitions the majority of the currently maintained lawn to more native ecosystems. Proposed interpretive paths through the restored habitats would provide visitors with an immersive education experience. The proposed plan also includes a program lawn and discovery area adjacent to the building that would support a variety of educational activities, along with a large deck on the north side of the facility that would frame the expanse of the Refuge.

As previously stated, the new visitor center would serve as a gateway for visitors to the Greater Yellowstone Ecosystem. The visitor center would be a national model of interagency and community partnerships that sustain and amplify the conservation missions of all partners. Visitors of all abilities and backgrounds would deepen their connections to the natural world through

interactive and hands-on exhibits. The visitor center would be a significant conservation learning facility in the region and would connect users to the Greater Yellowstone experience. Visitors to the center would be encouraged to explore and experience the Refuge and other public lands and inspired to support the missions of all partners.

The Grand Teton Association would operate a nature store in the proposed 1,500-square-foot retail area and maintain offices and storage space within the proposed facility.

Parking areas would be expanded to accommodate more visitors at one time. Approximately 60 parking spaces and three to five bus or RV parking spaces would be included in the proposed action, a 30 percent capacity increase over the current parking area.

### **3.6 Cultural Resources**

Section 106 of the National Historic Preservation Act (NHPA) requires Federal agencies to consider the effects of undertakings on historic properties. In accordance with the implementing regulations for Section 106 (36 CFR Part 800), the agency must first determine whether a given undertaking has a potential to effect historic properties. “Effect” is defined in the regulations as “. . . alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register” (36 CFR Part 800.16(i)). The term “historic properties” refers to those cultural resources that are included in or eligible for inclusion in the National Register of Historic Places (NRHP). In the case that a proposed undertaking has the potential to effect historic properties (as opposed to no potential to cause effects), those resources must be identified and evaluated for NHRP eligibility. Subsequently, a determination of effect should be assessed with regard to the anticipated effects of the proposed undertaking. Possible determinations of effect under Section 106 are defined as one of the following:

- No Potential to Cause Effects (36 CFR Part 800.3(a)(1)): “If the undertaking is a type of activity that does not have the potential to cause effects on historic properties, assuming such historic properties were present, the agency official has no further obligations under section 106 or this part.”
- No Historic Properties Affected (36 CFR Part 800.4(d)(1)): “. . . no historic properties present or there are historic properties present but the undertaking will have no effect upon them as defined in 36 CFR Part 800.16(i) . . .”
- Adverse Effect to Historic Properties (36 CFR Part 800.5(a)(1)): “An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.”
- No Adverse Effect to Historic Properties (36 CFR Part 800.5(b)): “. . . the undertaking's effects do not meet the criteria of [adverse effect] . . . or the undertaking is modified or conditions are imposed . . . to avoid adverse effects.”

It is in accordance with these definitions of “effect” to historic properties, as outlined in 36 CFR Part 800, that the effects of Alternatives A and B are considered on historic and archaeological resources for the purposes of the current assessment.

### **3.6.1 Affected Environment**

A file search of the Wyoming State Historic Preservation Office (SHPO) cultural resources records was completed through WyoTrack at the request of the USFWS Zone Archaeologist on February 8, 2022. File search results indicate that within T41N R116W Section 27, 12 projects have been previously conducted between 1999 and 2021, including Class II (n=2) and III (n=6) surveys and National Register or condition assessments (n=4) related to infrastructure (including water management (n=1), road (n=1), storm sewer (n=1), cell tower (n=1), and interpretive facilities (n=1) projects), HPF/CLG (n=2), building rehab/construction/housing (n=2), research (n=1), land exchanges (n=1), and building improvement (n=1) projects (SHPO 2022a). Previously recorded sites within T41N R116W Section 27 include 27 historic districts and buildings (22 of which are National Register-listed, eligible, or otherwise unevaluated), one historic monument (Colter Monument) that is unevaluated for the National Register, and one historic site (Jackson Town Square) that is listed on the National Register; to date, no archaeological sites have been documented in Section 27 (SHPO 2022b). None of the previously conducted projects or previously recorded sites are located within the proposed project area.

A search of the Bureau of Land Management General Land Office (BLM GLO) patents database was conducted for the legal location encompassing the current Project Area within T41N R116W Section 27. A serial patent was issued to William L Simpson under the authority of the May 20, 1862: Homestead Entry Original (12 Stat. 392) for 160 acres including the N½SW and S½NW of Section 27 in 1899 (BLM GLO 2022). The original 1893 survey plat for T41N R116W depicts two stream channels (including a side channel of the meandering “Little Gros Ventre River”) running through the current project area within the SWSWNW and through or immediately adjacent to the current project area within the NWNWSW of Section 27, a “Pond” in the northeast quarter of Section 27 (outside of the current project area), and a number of roads weaving through the northwest and southwest quarters of Section 27 (none within or near the current project area); otherwise, the 1893 plat does not depict any buildings or structures within or near the current project area (BLM GLO 1893).

Historic and more recent 7.5’ topographic quadrangles (USGS 1963a, 1963b, 1963c, 1996) depict the occurrence of a single building of unknown origin and function located immediately adjacent to the southern boundary (on its north/Refuge side) of the parcel comprising the current project area, within the SWNWNWSW of T41N R116W Section 27. The location of this building on the map coincides with the extent of the current paved parking lot for the existing visitor center. A subsequent review of aerial imagery indicates that the paved parking lot has existed in its current state since at least 1994 (Google Earth Pro 2022), and no visual evidence of a building or building remnant (such as a foundation) in this location is apparent. As such, it seems likely that this building was demolished at some point between 1966 and 1994 (possibly around the time the existing visitor center was constructed circa 1974), and the topographic quadrangle was never



subsequently updated to reflect this change (similarly, the quadrangles do not appear to have been updated to depict the existing visitor center building).

Finally, based on general knowledge of Refuge hydrology and associated resources, a small system of historic dikes and associated ponds (which are colloquially referred to as the “Visitor Center ponds”) is known to occur within the area encompassed by the habitat restoration component of the proposed action (personal communication, F. Durbian to A. Parrish, 11 April 2022).

### **3.6.2 Impacts on Cultural Resources**

#### **Alternative A**

Under Alternative A, no ground disturbance or other modifications to existing environmental conditions would take place. In accordance with the implementing regulations for Section 106 of the NHPA, the USFWS has therefore determined that implementation of the No Action Alternative would have no potential to affect historic properties (36 CFR Part 800.3(a)(1)).

#### **Alternative B**

Implementation of Alternative B would have the potential to affect historic properties associated with the historic period built environment. In particular, one historic resource (i.e., the aforementioned small system of historic dikes and associated ponds known as the “Visitor Center ponds,” circa 1956–1966) would be subject to modification in association with the habitat restoration component of this alternative. As such, in accordance with Section 106 of the NHPA and its implementing regulations (36 CFR Part 800), this historic resource would be documented and evaluated for NRHP eligibility, and effects of the proposed undertaking subsequently assessed, prior to implementation of Alternative B. Consultation with the Wyoming SHPO and other interested stakeholders would be pursued as applicable based on the determination of project effect.

Under Alternative B, the potential for the occurrence of intact precontact or historic archaeological resources is anticipated to be very low due to the degree of previous disturbance characterizing the existing 10-acre parcel proposed for demolition, construction, and restoration activities. In particular, the parcel is located in a developed urban setting that has been previously subject to substantial disturbance in association with the construction and maintenance of the State Highway 98 right-of-way, construction of the existing visitor center, parking lot, and associated utilities and infrastructure, extensive landscaping and recreational modifications to the Murie Family Park, and alterations to wetlands. Moreover, soils comprising this parcel include the poorly drained, frequently flooded cryaquolls-cryofibris complex forming wetlands and Greyback gravelly loam derived from alluvium and glaciofluvial deposits forming mountain slopes (NRCS 2022), which are further considered to have a low potential for the occurrence of intact archaeological deposits. Evaluations of archaeological potential assessed in 1996 and 1997 (in preparation for the construction of a new Refuge Administrative/Headquarters Office and an easement for gas lines, respectively) on the northern side of the nearby Headquarters Complex (located in a similar context on the valley floor, approximately 3,820 feet to the southeast of the project area in Section 27)

noted that this area is “. . . located within the Late Pleistocene outwash plain and modern alluvial plain occupied by Flat and Nowlin Creeks. . . The likelihood of locating significant cultural resources in such a [geologic] setting is extremely low” (Lewis 1996, 1997). Similarly, a 2010 survey of various locales across the valley floor of the National Elk Refuge in advance of a planned expansion of the Refuge’s irrigation system noted that the valley floor in general had “. . . a low potential for prehistoric habitation sites based on topographic and geomorphic factors” (Cannon 2010). In accordance with the implementing regulations for Section 106 of the NHPA, the USFWS has therefore determined that implementation of Alternative B would have no potential to effect archaeological historic properties (36 CFR Part 800.3(a)(1)) associated with the precontact or historic periods.

In general, new impacts to any cultural resources which occur in the greater vicinity (but outside of the project area itself) would be short-term and minor. Such impacts could be expected from the short-term, temporary visual presence of and auditory noise associated with access by individual workers and the operation of heavy equipment during project implementation. There would be no substantial long-term visual or auditory changes as a result of implementation of Alternative B, as the proposed new visitor center and associated modifications to utilities and infrastructure would entail little change from existing conditions with regard to the present built environment which characterizes this parcel. Overall, project components would be aesthetically in-keeping with the existing urban residential and recreational setting of the surrounding area, and existing levels of integrity of setting, feeling, and association would be effectively retained. Moreover, visual and auditory impacts related to access by visitors with associated vehicles, who would ultimately make use of the new visitor center and parking lot in the long term, would essentially represent no change from existing conditions.

### **3.7 Socioeconomics**

#### **3.7.1 Affected Environment**

The Refuge is in Teton County, Wyoming, adjacent to the north side of the town of Jackson. As of the 2020 Census, Teton County and the town of Jackson had populations of 23,331 and 10,760 respectively.

The median household income in the county is \$84,678, and 2.08 percent of families have a household income below poverty level. Minorities make up 18.66 percent of the population. The median household income in Jackson is \$73,411, and 1.72 percent of families have a household income below poverty level. Minorities make up 27.11 percent of the population. For more information regarding socioeconomic environment of the area and Refuge please see Section 3.7 of the CCP, which can be found here: <https://www.fws.gov/media/national-elk-refuge-comprehensive-conservation-plan>.

The visitor center, located just outside the town of Jackson on the southwest corner of the Refuge, serves as a contact for six governmental, non-profit, and private agencies, including the National Elk Refuge, Grand Teton National Park, Bridger-Teton National Forest, the Jackson Hole

Chamber of Commerce, the Wyoming Game and Fish Department, and the Grand Teton Natural History Association. In 2019, an estimated 320,000 visitors came through the visitor center. Visitation is expected to continue to increase annually. At the visitor center, visitors can access information or make purchases related to trip planning, hunting and fishing licenses, annual park passes, off-road vehicle and snowmobile permits, firewood and Christmas tree permits, trail maps, bear canister rental, and fires as well as view wildlife exhibits and tour the wildlife observation deck.

Economic impacts are generated through the spending of money within a local community, and while the information provided to visitors by the Refuge staff at the visitor center has an associated economic value, estimating specific economic impacts directly related to visitor center visitation is difficult, in part due to the interagency nature of the facility. Economic impacts may be generated by the visitor center if individuals are inspired by their visitor center experience to spend additional time and money in the area, thus generating additional nonlocal spending. A 2010 statewide survey of Wyoming visitor centers conducted by Randall Travel Marketing indicated that after stopping at a visitor center and receiving information, a portion of visitors stayed in Wyoming at least one more day (Randall Travel Marketing 2010). This additional day spent within Wyoming by visitor center guests demonstrates that not only do visitor centers have an important educational component, but these centers can also help generate economic activity through increased visitor spending.

Given that it is unknown where visitors may spend an additional day and in what activities they may participate, the economic impacts of visitation to the visitor center cannot be quantified. While directly quantifying the economic impacts of the visitor center is difficult, the importance of the center itself, as well as the value of the service and information provided to visitors by Refuge staff, should not be overlooked or discounted. Spending in the visitor center through the nonprofit cooperating association (Grand Teton Association) was not included in the study. In 2019, the Grand Teton Association generated over \$812,900 in sales at the visitor center.

### **3.7.2 Impacts on Socioeconomics**

#### **Alternative A**

There will be no new impacts to the socioeconomics of the area.

#### **Alternative B**

The project may contribute slightly to the local and regional economy. Replacing the visitor center with a larger and more accommodating visitor center may translate to increased purchases and longer stays by visitors and other tourists in the area.

## **3.8 Environmental Justice**

### **3.8.1 Affected Environment**

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires all federal agencies to incorporate environmental justice into their missions by identifying and addressing disproportionately high or adverse human health or environmental effects of their programs and policies on minorities and low-income populations and communities.

Within the spirit and intent of Executive Order 12898, no actions considered in this EA would disproportionately place any adverse environmental, economic, social, or health effects on minority or low-income populations when compared to the public.

The USFWS is committed to ensuring that all members of the public have equal access to the Nation's fish and wildlife resources, as well as equal access to information that would enable them to take meaningful part in activities and policy shaping.

### **3.8.2 Impacts on Environmental Justice**

#### **Alternative A**

Under Alternative A, there will be no adverse impacts to minorities and low-income families.

#### **Alternative B**

The Proposed Action would not adversely impact minorities and low-income families. Additional opportunities for outdoor recreation, education, and interpretation for all members of the public would be improved.

## **3.9 Summary of Analysis**

#### **Alternative A**

As described above, the No Action Alternative would result in no new impacts on wildlife and aquatic species; habitat, vegetation and wetlands; threatened, endangered, and other special status species and their habitats; geology and soils; air quality; visitor use and experience; cultural resources; socioeconomics; and environmental justice.

The No Action alternative would not meet the purpose and need of the USFWS to provide a high-quality visitor experience at the National Elk Refuge. In addition, it would not eliminate the deferred maintenance backlog of approximately \$7 million, and annual maintenance costs at the National Elk Refuge would continue to increase.

## **Alternative B**

As described above, the proposed action may result in minor short-term impacts and direct mortality to wildlife and aquatic species (non-population level effects); minor, temporary and negligible impacts to bald eagles, and trumpeter swans; no effect to grizzly bears and timber wolves; minor, temporary and insignificant impacts to habitat, vegetation, and wetlands that result in an overall positive net gain of habitat; minor and insignificant impacts to geology, soils, and air quality; improvements to the visitor experience; and no effects to socioeconomics or environmental justice.

The proposed action would meet the purpose and need of the USFWS by providing a high-quality visitor experience, eliminating the deferred maintenance backlog by an estimated \$7 million, and reducing annual maintenance costs at the National Elk Refuge.



## **4 Determination and Signatures**

### **FINDING OF NO SIGNIFICANT IMPACT AND DECISION TO REPLACE THE VISITOR CENTER**

#### **NATIONAL ELK REFUGE JACKSON, WYOMING**

The U.S. Fish and Wildlife Service (Service) is replacing the current visitor center with a new visitor center on the National Elk Refuge (Refuge) in accordance with the Refuge's Comprehensive Conservation Plan (2015). This project will address the needs and deficiencies identified in the facility condition assessment (2008), seismic evaluation (2016), extensive site planning effort initiated in 2019 and visitor interpretive experience plan initiated in 2020. This project includes restoration of wildlife habitat associated with the visitor center and will take place on the existing approximately 10-acre visitor center site located on the southwest corner of the refuge adjacent to the town of Jackson, Wyoming.

#### **Selected Action**

#### **Alternative B—Proposed Action Alternative: Replace Current Visitor Center with a New modernized Facility**

Under the Proposed Action Alternative, the Service will replace the existing visitor center with a new visitor center to eliminate the deferred maintenance backlog by an estimated \$7 million and reduce the annual maintenance costs at National Elk Refuge.

The Service will design and construct a visitor center that does not exceed 15,000 square feet, demolish the old building, redesign the parking area, and redesign the associated building site (Murie Family Park) to restore and enhance wildlife habitat. The location of the new visitor center will be immediately adjacent to the current visitor center. The Service will conduct geotechnical surveys to determine exact building location prior to construction. The overall footprint of construction and buildings will be approximately two acres and the associated landscaping and habitat restoration will be approximately eight acres (Figure 2). No additional or new refuge lands will be incorporated into the existing 10-acre site.

This alternative was selected over the other alternatives because:

This alternative it offers the best opportunity to provide the public with a visitor center that will appropriately and safely accommodate visitors and meets the requirements of the Architectural Barriers Act Accessibility Standard (United States Access Board 2013), eliminate the deferred maintenance backlog by an estimated \$7 million and reduce the annual maintenance costs for the National Elk Refuge. The proposed action meets the Service's priorities and mandates as outlined by the NWRSA to "recognize compatible wildlife-dependent recreational uses as the priority general uses of the NWRs" and "ensure that opportunities are provided within the NWRs for compatible wildlife-dependent recreational uses" 16 U.S.C. 668dd(a)(4).

This action is needed to provide safe and energy efficient facilities to reduce annual operating costs and greatly increase logistical capabilities for administering public use programs.

This project will contribute to the strengthening of our conservation stewardship legacy and modernizing our infrastructure. Furthermore, it will contribute to building an atmosphere of trust with local communities and partners by supporting a robust local tourism industry that attracts visitors from around the world to the refuge for outdoor recreation and wildlife observation.

### **Other Alternatives Considered and Analyzed**

#### **Alternative A—Current Management**

Maintain the current visitor center. The 7,100-square-foot visitor center was open to the public in 1974 and is located on the southwestern corner of the refuge along state highway 98 in Jackson, Wyoming. The visitor center is open seven days per week, ten hours per day year-round. Visitation averages about 320,000 people per year. The visitor center building was formerly owned by the Wyoming Department of Transportation and served as a State Information Center for the Wyoming Division of Tourism. The building is more than 40 years old and has many significant maintenance issues such as deficiencies in the electrical system, annual flooding in the crawlspace, rotted wood on the remote-viewing platform, and is not compliant with the Architectural Barriers Act Accessibility Standard [U.S. Access Board - Home \(access-board.gov\)](https://www.access-board.gov) (accessed 6/29/2021, USFWS 2008). Visitor center parking is inadequate relative to the visitation rate and does not provide for appropriate flow or busses.

The Current Management alternative would result in no new impacts on wildlife and aquatic species; threatened, endangered, and other special status species and their habitats; habitat, vegetation and wetlands; geology and soils; air quality; visitor experience; cultural resources; socioeconomics; and environmental justice.

This alternative was not selected, because: This alternative would not meet the purpose and need of the Service to provide a high-quality visitor experience. In addition, it would not eliminate the deferred maintenance backlog of approximately \$7 million, and annual maintenance costs at the National Elk Refuge would continue to increase.

Under this alternative, there is potential for negative impacts on the visitor experience. Due to size and design limitations the refuge and partner visitor services staff struggle to help visitors understand the mission and purpose of the Refuge. We are unable to welcome all visitors because the building does not meet accessibility standards. Deteriorated facilities require staff and resources for constant repairs. This can take away from the refuge's ability to support other programs like maintaining visitor use infrastructure.

### **Summary of Effects of the Selected Action**

An Environmental Assessment (EA) was prepared in compliance with the National Environmental Policy Act (NEPA) to provide decision-making framework that 1) explored a reasonable range of alternatives to meet project objectives, 2) evaluated potential issues and impacts to the Refuge, resources and values, and 3) identified mitigation measures to lessen the

degree or extent of these impacts. The EA evaluated the effects associated with Alternative B. It is incorporated as part of this finding.

Implementation of the agency's decision would be expected to result in the following environmental, social, and economic effects:

**Wildlife and Aquatic Species:** Short term impacts may include disturbance, displacement, mortality and behavioral changes to species using the site. Sufficient dispersal habitat exists on three sides of the designated footprint to accommodate wildlife that may be affected by the proposed action.

**Threatened and Endangered Species and Other Special Status Species:** The Intrastate Section 7 Consultation determined that for all the following species, a 'No Effect' determination is appropriate: Threatened Grizzly Bear (*Ursus arctos*), Threatened Canada Lynx (*Lynx canadensis*), Threatened Yellow-billed Cuckoo (*Coccyzus americanus*), Proposed Threatened Whitebark Pine (*Pinus albicaulis*). Bald eagles, protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c) are not known to nest on or near the site as identified in the proposed action. Bald eagles may occasionally use trees on the site for resting and may forage in the area. Disturbance to Bald Eagles will be minor, temporary, and insignificant. Additionally, Trumpeter swans utilize the portion of the Flat Creek Marsh complex on the east and north portion of the site as a feeding and resting area. The closest known swan nesting location is on an artificial nest platform located approximately 750m north and east of the site, in the Flat Creek Marsh complex. Demolition and construction activities may disturb swans feeding and resting immediately adjacent to the site; however, the nest location site will likely not be disturbed due to the distance from the project site. Swans using this portion of the refuge appear to be somewhat "acclimated" to the relatively high level of human disturbance and highway traffic on the adjacent highway, multi-use pathway and wildlife observation pull out. Demolition, construction, and restoration activities may result in minor, temporary, and insignificant disturbance to trumpeter swans.

**Habitat, Vegetation and Wetlands:** Impacts to habitat and vegetation and habitat will occur. The footprint of the new construction site is located on previously disturbed riparian area that is now characteristic of an open park space harboring a majority of non-native vegetation interspersed with some native aquatic and riparian habitat. The approximate footprint of the new building (not exceeding 15,000 sq ft) will be replace the existing (7,100 sq ft), reducing habitat on the site by up to 7,900 sq ft.

**Geology and Soils:** Impacts to soils associated with construction and demolition are expected. Impacts within the designated footprints of the project will include removal of vegetation and topsoil to clear areas for construction and disturbance due to demolition and removal of demolition materials. Vegetation removal and disturbance include exposing soils to the elements and increasing vulnerability to runoff, sedimentation, and windblown soil loss. Short-term impacts from the construction, demolition, and habitat restoration (clearing areas for new facilities, small sections of roads, parking lots, and utility lines) are anticipated. Most soil disturbances will be temporary until construction and landscaping efforts are finalized. Minor and insignificant soil loss on the site is expected. Impacts associated with this alternative will

result in disturbance to soils from construction, demolition, and habitat restoration on a maximum of 8 acres within the 10-acre site.

**Air Quality:** The proposed action may result in short-term negative impacts to air quality during the construction and demolition phases of the project. These impacts are associated with the use of heavy equipment for site preparation, construction, and demolition. Impacts to air quality will be a result of emissions from construction equipment such as tractors, vehicular traffic, and transporting equipment and resources to project sites, and dust generated during the use of this equipment for construction, demolition, and habitat restoration. These activities will result in minor and temporary effects to air quality.

**Visitor Use and Experience:** During the demolition and construction phases of the project visitors will be temporarily impacted by noise, traffic and dust. Upon completion of the project the new visitor center will meet the Service's needs and the conservation education needs of the local community. The goal is to create a welcoming space where new audiences can be introduced to the refuge, the opportunities that the refuge provides for wildlife-dependent recreation, the refuge's role in providing wildlife habitat, and the broader conservation goals of the National Wildlife Refuge System. The visitor center will be a stepping-stone to broader engagement with visitors. It will be the front door of the Service within the Greater Yellowstone Ecosystem. The proposed plan transitions the majority of the currently maintained lawn to more native ecosystems. Proposed interpretive paths through the restored habitats will provide visitors with an immersive education experience. The proposed plan also includes a program lawn and discovery area adjacent to the facility that will support a variety of educational activities, along with a large deck along the north side of the facility that will frame the expanse of the refuge. The center will be a national model of interagency and community partnerships that sustain and amplify the missions of all partners. Visitors of all abilities and backgrounds will deepen their connections to the natural world through interactive and hands on exhibits. The visitor center will be a significant conservation learning facility in the region and will connect users to the Greater Yellowstone experience. Visitors to the center will be encouraged to explore and experience the refuge and other public lands and inspired to support the missions of all partners. Parking areas will be expanded to accommodate projected visitation increases. Approximately 60 parking spaces and 3-5 bus or RV parking spaces will be included in the proposed action, a 30% capacity increase over the current parking area.

**Cultural Resources:** No impacts to cultural resources are expected.

**Socioeconomics:** Under the proposed action slight increases in inputs to the local and regional economy are predicted. Replacing the visitor center with a larger, more accommodating, and safer visitor center will likely result in additional visits which may translate to increased purchases and longer stays by visitors and other tourists in the area.

**Environmental Justice:** The proposed plan will not adversely impact minorities and low-income families. Additional opportunities for outdoor recreation, education, and interpretation for all members of the public will be provided.

**Measures to Mitigate and/or Minimize Adverse Effects**

Measures to mitigate and/or minimize adverse effects have been incorporated into the selected action. These measures include:

**Wildlife and Aquatic Species:** Construction and demolition activities will occur in phases over the course of approximately one year which will help minimize these impacts. Wildlife and aquatic species occupancy, movement and activity will resume and increase due to restored habitat conditions once construction and demolition are complete.

**Threatened and Endangered Species and Other Special Status Species:** Monitoring will be conducted during all phases of the project to ensure potential effects are temporary and minimal.

**Habitat, Vegetation and Wetlands:** Based on the proposed site plan (Appendix B) the remainder of the location will be restored to native vegetation and the associated wetland will be enhanced and restored, resulting in a net gain of native riparian and wetland habitat on the site and refuge. This net gain will have a positive long-term impact on habitat and vegetation.

**Geology and Soils:** Best management practices designed to minimize the impact on soils will be utilized in all construction phases of the project. Planned habitat restoration, including wetland restoration, on the site will minimize long-term soil damage and loss.

**Air Quality:** Best practice dust mitigation measures will be utilized during all phases of the project.

**Visitor Use and Experience:** During the demolition and construction phases best practices for minimizing and mitigating potential traffic, noise and dust issues will be employed to ensure the safety of visitors, contractors and employees. Effects of the completed project are all positive in regard to visitor use and experience.

**Cultural resources:** An archaeological monitor will be on-site during demolition, construction, and restoration to ensure no new cultural impacts. Archeology mitigation measures will be incorporated into the demolition, construction, and restoration phases of the proposed action to ensure the protection of any potential previously undocumented sites. All mitigation measures discussed in consultation efforts with the Wyoming State Historic Preservation Office will be strictly administered.

**Socioeconomics:** Effects of the completed project are all positive in regard to socioeconomics. No mitigation required.

**Environmental Justice:** Effects of the completed project are all positive in regard to environmental justice. No mitigation required.

While refuges, by their nature, are unique areas protected for conservation of fish, wildlife and habitat, the proposed action will not have a significant impact on Refuge resources and uses for several reasons:



- The action will result in beneficial impacts to the human environment, including the biodiversity and ecological integrity of the Refuge, as well as the wildlife-dependent recreational opportunities and socioeconomics of the local economy, with only negligible adverse impacts to the human environment as discussed above.
- The adverse direct and indirect effects of the proposed action on air, water, soil, habitat, wildlife, aesthetic/visual resources, and wilderness values are expected to be minor and short-term. The benefits to long-term ecosystem health that these efforts will accomplish far outweigh any of the short-term adverse impacts discussed in this document.
- The action, along with proposed mitigation measures, will ensure that there is low danger to the health and safety of refuge staff, visitors, and the hunters/fishers themselves.
- The action is not in an ecologically sensitive area.
- The action will not impact any threatened or endangered species; or any Federally-designated critical habitat.
- The action will not impact any cultural or historical resources.
- The action will not impact any wilderness areas.
- There is no scientific controversy over the impacts of this action and the impacts of the proposed action are relatively certain.
- The proposal is not expected to have any significant adverse effects on wetlands and floodplains, pursuant to Executive Orders 11990 and 11988 because existing wetlands on the site will be restored or enhanced through this action.

#### **Public Review**

The proposal has been thoroughly coordinated with all interested and/or affected parties.

On September 21, 2021, the Service transmitted the draft EA to the Eastern Shoshone Tribe, Northern Cheyenne, Cheyenne and Arapahoe, Shoshone-Bannock, and Northern Arapahoe through official email correspondence for review and comment. No comments or concerns on the proposed visitor center replacement were identified.

On September 21, 2021, the Service released the draft EA for public review and comment through October 20, 2021. The Service also hosted an outdoor community Open House on September 29 and 30 to introduce plans and answer questions on the proposed replacement Visitor Center. The Service received 193 public comments on the draft EA.

See Appendix E of the Final EA for all comments and responses.

#### **Finding of No Significant Impact**

Based upon a review and evaluation of the information contained in the EA as well as other documents and actions of record affiliated with this proposal, the Service has determined that the proposal to implement the visitor center replacement project on the National Elk Refuge does not constitute a major Federal action significantly affecting the quality of the human environment under the meaning of section 102 (2) (c) of the National Environmental Policy Act of 1969 (as amended). As such, an environmental impact statement is not required.

**Decision**

The Service has decided to replace the current visitor center with a new visitor center. This action is expected to begin in 2024, pending funding.

This action is compatible with the purposed of the Refuge and the mission of the National Wildlife Refuge System. See attached Compatibility Determination (Appendix D).

The action is consistent with applicable laws and policies.

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Assistant Regional Director, Mountain-Prairie Region

U.S. Fish and Wildlife Service

Lakewood, CO

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## **6 List of Preparers**

| <b>Name</b>    | <b>Title</b>                                  |
|----------------|-----------------------------------------------|
| Frank Durbian  | Project Leader, National Elk Refuge           |
| Raena Parsons  | Visitor Services Manager, National Elk Refuge |
| Jamie Hanson   | Conservation Planner, Mountain-Prairie Region |
| Allison Parish | Zone Archaeologist, Mountain-Prairie Region   |



## **Appendix A: Applicable Statutes and Regulations**

This Appendix lists all applicable statutes, regulations, and executive orders not otherwise addressed in this EA.

### **Cultural Resources**

American Indian Religious Freedom Act, as amended, 42 U.S.C. 1996–1996a; 43 CFR Part 7

Antiquities Act of 1906, 16 U.S.C. 431–433; 43 CFR Part 3

Archaeological Resources Protection Act of 1979, 16 U.S.C. 470aa–470mm; 18 CFR Part 1312; 32 CFR Part 229; 36 CFR Part 296; 43 CFR Part 7

National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470–470x-6; 36 CFR Parts 60, 63, 78, 79, 800, 801, and 810

Paleontological Resources Protection Act, 16 U.S.C. 470aaa-11

Native American Graves Protection and Repatriation Act, 25 U.S.C. 3001–3013; 43 CFR Part 10

Executive Order 11593 – Protection and Enhancement of the Cultural Environment, 36 Fed. Reg. 8921 (1971)

Executive Order 13007 – Indian Sacred Sites, 61 Fed. Reg. 26771 (1996)

### **Fish and Wildlife**

Bald and Golden Eagle Protection Act, as amended, 16 U.S.C. 668–668c, 50 CFR 22

Endangered Species Act of 1973, as amended, 16 U.S.C. 1531–1544; 36 CFR Part 13; 50 CFR Parts 10, 17, 23, 81, 217, 222, 225, 402, 450

Fish and Wildlife Act of 1956, 16 U.S.C. 742a–m

Lacey Act, as amended, 16 U.S.C. 3371 et seq.; 15 CFR Parts 10, 11, 12, 14, 300, and 904

Migratory Bird Treaty Act, as amended, 16 U.S.C. 703–712; 50 CFR Parts 10, 12, 20, and 21

Executive Order 13186 – Responsibilities of Federal Agencies to Protect Migratory Birds, 66 Fed. Reg. 3853 (2001)

### **Natural Resources**

Clean Air Act, as amended, 42 U.S.C. 7401–7671q; 40 CFR Parts 23, 50, 51, 52, 58, 60, 61, 82, and 93; 48 CFR Part 23

Wilderness Act, 16 U.S.C. 1131 et seq.

Executive Order 13112 – Invasive Species, 64 Fed. Reg. 6183 (1999)

## Appendix B: Conceptual Design Package

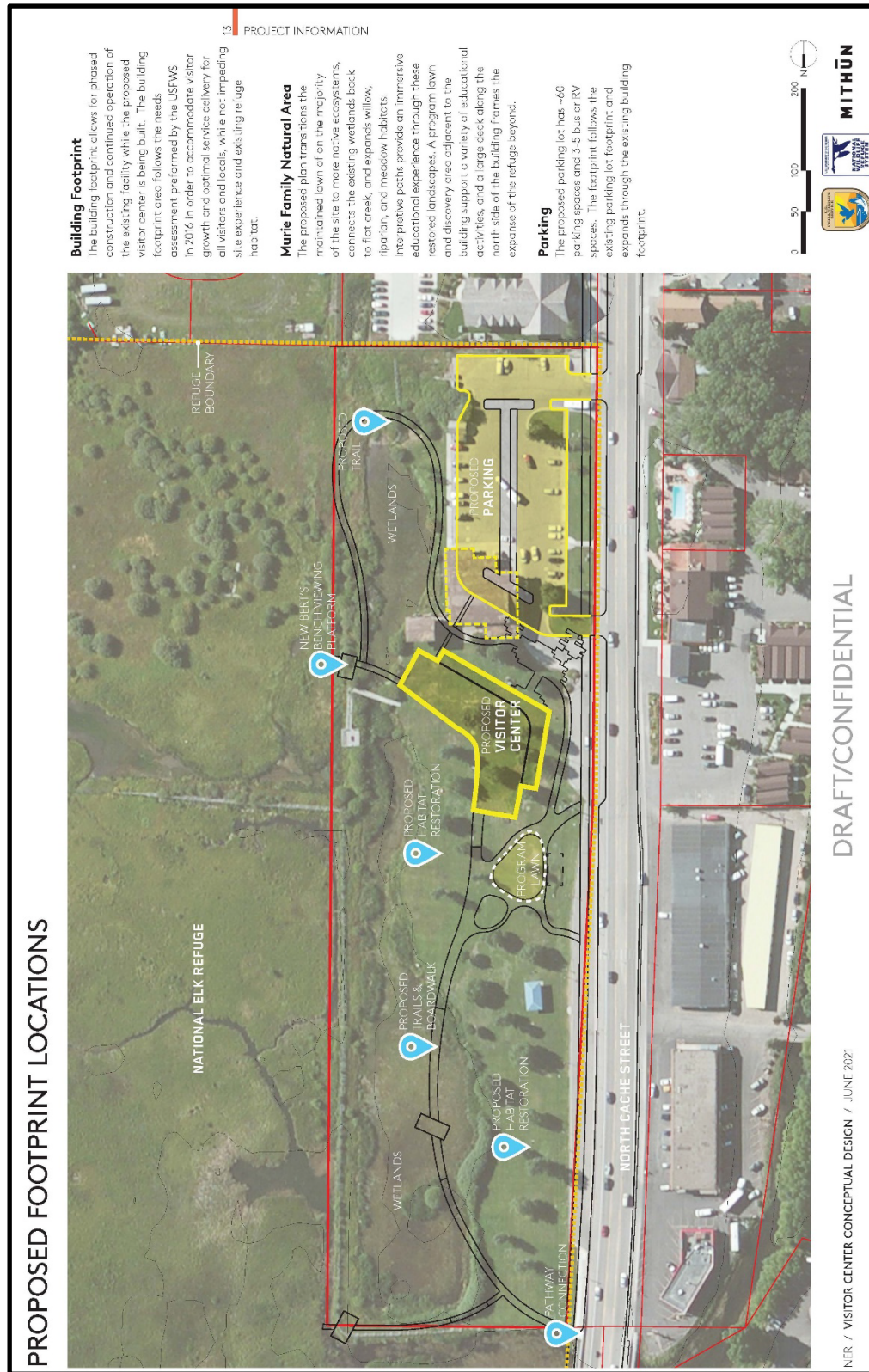
This appendix contains maps relevant to the alternatives and affected environment in this EA.

**Figure 1. Proposed site location in relationship to Jackson, Wyoming.**





Figure 2. Proposed site location including current and proposed new structure location.



## Appendix C: Section 7 Consultation

### Intra-Service Section 7 Biological Evaluation Form - Region 6

Originating Person: Frank Durbian

Date Submitted: 1/12/2022

Telephone Number: 307-201-5409

- I. **Service Program and Geographic Area or Station Name:** National Elk Refuge
- II. **Flexible Funding Program** (e.g. Joint Venture, etc) if applicable: N/A
- III. **Location:** Location of the project including County, State and TSR (township, section & range):  
Teton County, Wyoming – T41N, R116W, Sec 27
- IV. **Species/Critical Habitat:** List federally endangered, threatened, proposed, and candidate species or designated or proposed critical habitat that may occur within the action area. To obtain species lists:  
<http://ecos.fws.gov/ipac/>

Grizzly Bear (*Ursus arctos*) Threatened  
Canada Lynx (*Lynx canadensis*) Threatened  
Yellow-billed Cuckoo (*Coccyzus americanus*) Threatened  
Whitebark Pine (*Pinus albicaulis*) Proposed Threatened

**Project Description:** Describe proposed project or action or, if referencing other documents, prepare an executive summary (attach additional pages as needed):

The Service proposes to replace the existing visitor center with a new facility. See Environmental Assessment for National Elk Refuge Visitor Center Replacement Project 2022.

VI. **Determination of Effects:**

**(A) Description of Effects:** Describe the action(s) that may affect the species and critical habitats listed in item IV. Your rationale for the Section 7 determinations made below (B) should be fully described here.

*Grizzly Bear*

There have been no confirmed grizzly bear observations on the southern end of NER in 110 years of record keeping, and we do not anticipate any future habitat changes on the southern end of NER that would facilitate occupancy by grizzly bears. There have been several sightings of grizzly bears on the northern end of NER with the most recent being in the winter of 2020/21 when a sow and four cubs spent approximately 2 weeks on the northern end of NER consuming offal from hunter-harvested elk. We do not anticipate the proposed action to impact grizzly bears.

*Canada Lynx*

National Elk Refuge elevation ranges from 6,200 to 6,700 feet with no suitable habitat for Canada lynx which utilize higher altitude habitats. The NER does not have any critical habitat designated. There have been no confirmed Canada lynx observations on the NER in 110 years of record keeping, and we do not anticipate any future habitat changes on the NER that would facilitate occupancy by Canada lynx.

*Yellow-billed Cuckoo*

There have been no confirmed Yellow-billed cuckoo observations on the NER in 110 years of record keeping. This species does not occur on the NER.

*Whitebark Pine*

The NER elevation ranges from 6,200 to 6,700 feet with no suitable habitat for Whitebark pine. There have been no confirmed Whitebark pine observations on NER in 110 years of record keeping, and we do not anticipate any future habitat changes on the refuge that would facilitate occupancy by Whitebark pine.



**(B) Determination:** Determine the anticipated effects of the proposed project on species and critical habitats listed in item IV. Check all applicable boxes and list the species (or attach a list) associated with each determination.

**Determination**

*No Effect:* This determination is appropriate when the proposed project will not directly or indirectly affect (neither negatively nor beneficially) individuals of listed/proposed/candidate species or designated/proposed critical habitat of such species. **No concurrence from ESFO required.**

X

**Grizzly Bear (*Ursus arctos*) Threatened**  
**Canada Lynx (*Lynx canadensis*) Threatened**  
**Yellow-billed Cuckoo (*Coccyzus americanus*) Threatened**  
**Whitebark Pine (*Pinus albicaulis*) Proposed Threatened**

*May Affect but Not Likely to Adversely Affect:* This determination is appropriate when the proposed project is likely to cause insignificant, discountable, or wholly beneficial effects to individuals of listed species and/or designated critical habitat. **Concurrence from ESFO required.**

\_\_\_\_\_

*May Affect and Likely to Adversely Affect:* This determination is appropriate when the proposed project is likely to adversely impact individuals of listed species and/or designated critical habitat. **Formal consultation with ESFO required.**

\_\_\_\_\_

*May Affect and Likely to Adversely Affect but the proposed action is for the purpose of endangered or threatened species recovery and falls under Region 6's Programmatic Consultation on Service-initiated Recovery Actions:* This determination is appropriate when adverse effects are likely but the project is designed to assist with recovery of listed species and/or designated critical habitat. **Concurrence from the ESFO that the project is covered by the programmatic consultation is required.**

\_\_\_\_\_

*May affect but Not Likely to Jeopardize candidate or proposed species/critical habitat:* This determination is appropriate when the proposed project may affect, but is not expected to jeopardize the continued existence of a species proposed for listing or a candidate species, or adversely modify an area proposed for designation as critical habitat. **Concurrence from ESFO optional.**

\_\_\_\_\_

*Likely to Jeopardize candidate or proposed species/critical habitat:* This determination is appropriate when the proposed project is reasonably expected to jeopardize the continued existence of a species proposed for listing or a candidate species, or adversely modify an area proposed for designation as critical habitat. **Conferencing with ESFO required.**

\_\_\_\_\_

Signature FRANCIS DURBIAN Digitally signed by FRANCIS DURBIAN  
[Supervisor at originating station] Date: 2022.01.12 14:55:53 -07'00' Date \_\_\_\_\_

**Reviewing Ecological Services Office Evaluation (check all that apply):**

A. **Concurrence** \_\_\_\_\_ **Nonconcurrence** \_\_\_\_\_  
Explanation for nonconcurrence:

B. Formal consultation required \_\_\_\_\_  
List species or critical habitat unit

C. Effects are addressed in the Programmatic Consultation on R6's Recovery Program – no further consultation needed \_\_\_\_\_

D. Conference required \_\_\_\_\_  
List species or critical habitat unit

Name of Reviewing ES Office \_\_\_\_\_

Signature

Date

## Appendix D: Threatened and Endangered Species and Other Special Status Species Occurring within the Project Area

### Threatened and Endangered Species

**Grizzly bear** (*Ursus arctos horribilis*). In the lower 48 states, grizzly bears were initially listed as threatened in 1975. While grizzly bears widely use the northern two-thirds of Grand Teton National Park, they can occur throughout the park and its surrounding areas. Grizzly bears had not been documented on the Refuge since 1994, until August 2013, when a sow and three cubs were observed feeding on a bison gut pile. There have been several other sightings of grizzly bears on the Refuge, with the most recent in the winter of 2020 to 2021, when a sow and four cubs spent approximately two weeks consuming offal from hunter-harvested elk on the Refuge. It is expected that grizzly bear use of the Refuge will continue to increase. As omnivores, grizzly bears feed on nutritious succulent vegetation, grubs, insects, fish, newborn ungulates, and carrion. By mid-May, they typically begin preying on newborn elk calves (USFWS 2015). Individual bears typically obtain their largest meals from adult moose and elk that are prey and from scavenged adult female bison (USFWS 2015). In Yellowstone National Park, from March through May, ungulate carrion (mostly elk and bison) remains an important food source for bears (USFWS 2015). However, this is not the case in Grand Teton National Park. Elk and bison in the Jackson herds have a low winter mortality rate due to the supplemental feeding program on the Refuge and in the Gros Ventre Range. Grizzly bears in Grand Teton National Park do not appear to depend as heavily on meat in the early spring compared to those living to the north in Yellowstone National Park. (USFWS 2015). This species is still listed as threatened.

**Canada lynx** (*Lynx canadensis*). The elevation of the National Elk Refuge ranges from 6,200 to 6,700 feet with no suitable habitat for Canada lynx, which utilize higher altitude habitats. The Refuge does not have any critical habitat designated. There have been no confirmed Canada lynx observations on the Refuge in 110 years of record keeping, and the USFWS does not anticipate any future habitat changes that would facilitate Canada lynx occupancy.

**Yellow-billed cuckoo** (*Coccyzus americanus*). There have been no confirmed yellow-billed cuckoo observations on the Refuge in 110 years of record keeping. This species does not occur on the Refuge.

**Whitebark pine** (*Pinus albicaulis*). The National Elk Refuge elevation ranges from 6,200 to 6,700 feet with no suitable habitat for whitebark pine. There have been no confirmed whitebark pine observations on the Refuge in 110 years of record keeping, and the USFWS does not anticipate any future habitat changes that would facilitate whitebark pine occupancy.

**Long-billed curlew** (*Numenius americanus*). The long-billed curlew is the largest North American shorebird and the State of Wyoming lists it as a species of greatest conservation need. This high level of concern results from the loss of the eastern third of the curlew's historical breeding range, apparent population declines, and loss of shortgrass habitat that the birds use to nest (USFWS

2015). Because they breed in short, dry grasslands common in the Refuge's irrigation project area, the USFWS is concerned that irrigation activities could disturb nests of this species. As a result, the Refuge staff surveys the irrigation project area to find breeding pairs and potential nest sites each spring. Irrigation activities are delayed around potential curlew nest locations until August, when the birds fledge. Typically, the USFWS identifies two to five potential breeding territories for long-billed curlew in the irrigation project areas each season (USFWS 2015).

**Western glacier stonefly** (*Zapada glacier*). The western glacier stonefly is a small, dark colored stonefly reported only within the habitats of glacial-fed streams in Glacier National Park, south to the Beartooth Mountains, and Grand Teton National Park. This species is found on relatively short reaches of streams near meltwater sources. National Elk Refuge does not contain adequate habitat for this species, which does not occur on the Refuge.

**Colorado pikeminnow** (*Ptychocheilus lucius*). The Colorado pikeminnow is a native fish of the Colorado River. It is adapted to warm rivers, requiring uninterrupted passage and a hydrologic cycle characterized by large spring peaks of snowmelt runoff and lower, relatively stable base flows. Reproducing pikeminnow adults seek white water canyons to spawn. Colorado pikeminnows appear to seek out river canyons receiving freshwater input from ground water seeping from sandstone or limestone. Adult pikeminnows return to previous spawning sites. After hatching, young pikeminnow larvae drift downstream and then move to shoreline areas and backwaters. Young-of-the year pikeminnows tend to congregate into receding backwaters that are formed in late summer. Young pikeminnows tend to occur downstream from areas occupied by adult Colorado pikeminnows. National Elk Refuge does not contain adequate habitat for this species, which does not occur on the Refuge.

**Humpback chub** (*Gila cypha*). Humpback chub inhabit discrete canyon areas of the Colorado River basin characterized by swift currents and rocky habitats, including portions of the Yampa, Green, and Colorado Rivers. National Elk Refuge does not contain adequate habitat for this species, which does not occur on the Refuge.

### **Species of Special Concern (Currently Not Federally Listed Under the Endangered Species Act)**

**Gray wolf** (*Canis lupus*). Gray wolves were deliberately exterminated from the Greater Yellowstone Ecosystem by the 1930s and were placed on the federal endangered species list in 1973. After years of scientific research and public debate, 66 gray wolves from Canada were reintroduced into the Greater Yellowstone Ecosystem (31 wolves) in 1995 and central Idaho (35 wolves) in 1996 (USFWS 2015). They were classified as a nonessential, experimental population in accordance with the Endangered Species Act, indicating that the species was treated either as proposed for listing in a national forest, as threatened in a national park, or as threatened in a national wildlife refuge (50 CFR 17). This nonessential, experimental population designation allowed more flexibility to federal, state, and tribal agencies, as well as private citizens, in managing the wolf population. The wolf expanded rapidly under these protections, the population exceeded recovery goals, and wolves in Wyoming were removed from the Endangered Species

list in 2012. In 2014, they were returned to the Endangered Species list after a court case, and in 2017, wolves in Wyoming were removed from the list once again. The State of Wyoming leads management of the species.

Due to these changes in protected status, the wide-ranging nature of the species, and the potential impacts of wolves on elk numbers and distribution, the Refuge cooperatively monitors wolf populations with Wyoming Game and Fish Department and Grand Teton National Park. Wolves have been active on the Refuge since 1999, and the first wolves denned on the Refuge in 2005. The Pinnacle Peak pack consistently denned and produced pups on the Refuge from 2008 to 2014, and preliminary monitoring suggests that they denned on the Refuge in 2014. Visitors commonly observe members of the pack on the southern end of the Refuge during the winter. Over the last two to three years, members of four wolf packs (Pinnacle Peak, Huckleberry, Murie and Horsetail) have utilized portions of the Refuge.

**Bald eagle** (*Haliaeetus leucocephalus*). In July 2007, bald eagles were delisted from their federally threatened status, but remain protected under the Migratory Bird Treaty Act (16 U.S. Code 703) and the Bald Eagle Protection Act (16 U.S. Code 668). This species is also a priority two species of special concern for Wyoming. Most nesting territories in Jackson Hole are along major rivers, near lakes within three miles of their inlets or outlets, or along thermally influenced streams or lakes. Historically, two bald eagle nesting territories have occurred on the Refuge, but no territories are currently active. During the fall, as many as 100 bald eagles have been seen at one time in the cottonwood trees in the elk and bison hunting areas on the Refuge (USFWS 2015). These eagles feed on the gut piles left by hunters. Typically, 5–20 bald eagles may be active on the Refuge in winter, and these birds feed primarily on the carcasses of elk that die throughout the season. Bald eagle winter habitat is generally associated with areas of open water, where fish or waterfowl congregate (USFWS 2015), or ungulate winter range, where eagles scavenge on carcasses of the large mammals. Nearby food, suitable perches, and security from human activities are important habitat components for both nest and roost sites.

**Greater sage-grouse** (*Centrocercus urophasianus*). On March 5, 2010, the USFWS found that the greater sage-grouse warrants protection under the Endangered Species Act. However, the need to address other listing actions of higher priority precluded the task of listing the species under the act. As a result, the greater sage-grouse is a candidate species (75 Federal Register 13910). The northern portion of the Refuge contains significant wintering habitat for greater sage-grouse, and much of the north end of the Refuge falls within the State of Wyoming's core area policy for greater sage-grouse protection (Wyoming Executive Order 2011–5), including the Jackson core population area. Greater sage-grouse occupying the Refuge are part of the Jackson Hole greater sage-grouse population, which is isolated from larger populations in the Green River Basin.

The Refuge collaborates with Wyoming Game and Fish Department, Grand Teton National Park, and the Upper Snake River Basin Sage-Grouse Working Group to monitor population trends through conducting lek counts each spring. The Refuge hosts the North Gap lek and the Simpson lek, which are two of the 13 known, occupied breeding sites for the Jackson Hole greater sage-grouse population. Although sage-grouse use of the Simpson lek has been minimal in recent years,



the largest numbers observed on the North Gap lek reached 18 males in 2012 and eight males in 2013. The northern end of the Refuge contains valuable nesting and wintering habitat for the Jackson Hole greater sage-grouse population. Greater sage-grouse nest only in sagebrush shrubland habitat, using bunchgrasses and sagebrush plants as cover (USFWS 2015). Other important habitats include meadows and grasslands close to sagebrush shrubland habitat. In Jackson Hole, it was estimated that the greater sage-grouse population experiences a 2.2 percent annual decline and is at risk of elimination. Factors that may be contributing to this local decline include loss of habitat to human development, prescribed burning and wildfire on winter range, birds killed by collisions with aircraft at the Jackson Hole airport, and browsing and grazing by livestock and large numbers of elk and bison.

**Trumpeter swan** (*Cygnus buccinator*). The 2010 Wyoming State Action Plan classifies the trumpeter swan as a species of greatest conservation need, which warrants increased management attention and consideration in Wyoming conservation planning. The U.S. Department of Agriculture Forest Service classified the swan as a sensitive species in its Regions 2 and 4. The Refuge manages swan habitat to meet objectives of the “Pacific Flyway Management Plan for the Rocky Mountain Population of Trumpeter Swans” (USFWS 2015). The trumpeter swan population on the Refuge is part of the core Tri-State Area flock. The Tri-State Area refers to Idaho and the portions of Montana and Wyoming within the Pacific Flyway.

Trumpeter swans were likely eliminated from Jackson Hole during the late 1800s, but in 1938, swans were reintroduced to the Refuge from Red Rock Lakes National Wildlife Refuge in Montana. A persistent breeding population has since been established, although nesting activity seems to fluctuate based on weather conditions. The Refuge provides the largest wetland habitat for nesting trumpeter swans in the Snake River drainage of Wyoming. In general, dry warm spring conditions are most favorable for trumpeter swan productivity.

Most trumpeter swan nesting occurs in Flat Creek Marsh southwest of Miller Butte, with occasional nesting activity in the Pierre’s Pond and Romney Pond complexes on the northern end of the Refuge. In addition, there may be as many as 200 trumpeter swans on the Refuge during fall migration, and 50 trumpeter swans may winter on the Refuge. During the first two weeks of November, hundreds of swans congregate on Flat Creek Marsh until it freezes, when most swans disperse to other wintering sites. Fall staging behavior may play an important role in swan social structure, offering an opportunity for immature swans to initiate pair bonds. In recent decades, trumpeter swan production averaged around three nesting pairs, 7.3 cygnets hatched, and 6.3 cygnets fledged per year (USFWS 2015). From 2002 to 2012, swan pairs on the Refuge produced 66 mature young, which composed 43 percent of the total swan production in the Snake River core area of Wyoming (USFWS 2015).

## **Appendix E: Comments and Agency Response**

*Comment (1):* We received three comments of general support of the new visitor center.

*Response:* Thank you for your comment.

We did not make any changes to the EA as a result of these comments.

*Comment (2):* We received 182 comments requesting that the Service grant an easement to the Town of Jackson or otherwise provide for a pathway connection along the south edge of the Visitor Center parking lot between the pathway in the neighboring Hidden Hollow development and the North Cache Street.

*Response:* Thank you for your comments. The easement as requested within these comments has not been determined an appropriate use of refuge property due to the suggested route crossing through and eliminating habitat identified as a migratory route for mule deer and other wildlife. However, USFWS has identified a potential alternative route through the adjacent Wyoming Game and Fish property parking lot, next to the refuge visitor center parking lot. The USFWS has committed to working with Wyoming Game and Fish, Town of Jackson, and the Teton County Community Pathways Department to discuss the viability of a connector pathway through both parking lots that would meet the same requested need. Additional compliance and regulatory processes on state lands would be necessary and not in the jurisdiction of USFWS.

We did not make any changes to the EA as a result of these comments.

*Comment (3):* We received two comments that expressed opposition to developing a new visitor center in the proposed location due to concerns that the new visitor center will lead to additional traffic congestion in the local vicinity of the visitor center.

*Response:* Thank you for your comment. The proposed visitor center parking lot design considered present and future traffic congestion issues and we will work with designers to incorporate features that reduce potential negative impacts of traffic flow in and around the Visitor Center and associated portion of North Cache Street. Additionally, the USFWS has been in collaboration with the Town of Jackson on the North Cache Streetscape Project that will also address traffic congestion along a portion of Highway 89/N Cache Street adjacent to the USFWS National Elk Refuge Visitor Center.

We did not make any changes to the EA as a result of these comments.

*Comment (4):* We received a comment that expressed opposition to the new Visitor Center architectural design.

*Response:* Thank you for your comment. Final design features will be determined in future design phases and subject to change. Final design features will be incorporated that represent the character of the site and local community.

We did not make any changes to the EA as a result of these comments.

*Comment (5):* We received a comment that expressed opposition to moving forward on a new visitor center at the 30% design stage, stating that until a complete plan was made available to the public there should be no construction.

*Response:* Thank you for your comment. As the Refuge moves forward, we will continue to solicit public input on final design details.

We did not make any changes to the EA as a result of these comments.

*Comment (6):* We received a comment that expressed opposition to project components that would increase pedestrian use of the northeast corner of the Murie Family Park and a barrier running west and south from the corner due to concerns that this will have a negative effect on wildlife.

*Response:* Thanks for your comment. The design of this visitor center did maintain a barrier in the northeastern corner of the Murie open space area to prevent public encroachment on wildlife habitat. There is no proposed public art feature in this location as part of this visitor center design.

We did not make any changes to the EA as a result of these comments.

*Comment (7):* We received two comments with multiple requests including the aforementioned pathway connection along the south edge of the Visitor Center parking lot between the pathway in the neighboring Hidden Hollow development and North Cache Street. One commenter requested that the USFWS consider the following:

- “[...]grant an easement to the Town of Jackson allowing for a multi-use pathway along the south border of the 10-acre building site, and connect to the North Cache pathway. This short pathway connection is essential to the existing pathway network in Teton County. It connects existing infrastructure in the neighboring Hidden Hollow housing project to planned pathway infrastructure on North Cache.
- “Work with the Town of Jackson on the North Cache streetscape design and ensure a 12-foot wide, buffered, multi-use pathway is incorporated in the streetscape design. This pathway connection is essential to the existing network, and will make for an inviting, accessible gateway for cyclists and pedestrians looking to access the Greater Yellowstone Ecosystem. Currently, the section of pathway north of the building site sees 50,000 pathway uses per season.
- “Add short-term bike parking near the front entrance for visitors and incorporate an e-bike charging station.
- “Add long-term bike parking for visitor center employees, near an employee entrance, and incorporate an e-bike charging station for employees.
- “Ensure bike and pedestrian access to the front entrance of the Visitor Center building by moving the vehicle drop-off and pick-up area to the east side of the parking lot. Often, vehicle drop-off and pick-up areas become walls of idling cars, blocking pedestrian access. Avoid this problem and keep an open and inviting entrance by moving the drop-off area to the east.
- “Consider a one-way entrance and one-way exit in the parking lot redesign. This will make for better vehicular flow, reducing traffic, and create predictable vehicle behavior

for pedestrians. Where the driveway crosses the North Cache pathway, please work with the Town of Jackson to ensure slightly raised and painted pedestrian crossings are installed. Ensure these elevated pedestrian crossings are set back from North Cache Street by at least one-car length. This will allow for exiting cars to pass over the pedestrian crossing, then queue to pull onto North Cache. Pedestrians can then freely move through the crossing behind the queued vehicle – not in front of it.

- “Because the pathway is seasonal, provide informational signage on pathway status placed at the start of the pathway, earlier on route. Signage should include information on the science behind the seasonal closure. This should help with enforcement of the seasonal closure.
- “Ensure all bike routes, pedestrian routes, and sections of pathway remain open during construction of the new Visitor Center.”

Additionally, one commenter asked that the USFWS ensure that the project “includes safe, comfortable, and high quality facilities for pedestrians and bicyclists travelling to the Visitor Center and beyond to the North Pathway”. This commenter requested that special attention be given to the design of the entry plaza and parking lot and driveway interface: “Vehicle drop-off zones that are placed immediately adjacent to the front door typically lead to vehicle idling and create uninviting, unpleasant places and can destroy the sense of arrival for visitors. Please strive to make the entry area as inviting to people, not motor vehicles, as possible.” The commenter requested that, “[a]s the project moves into more detailed design phases, include Town of Jackson staff in the review process on elements such as the design of driveways, pedestrian crossings, buffer space between the street and pedestrian areas, and pathway width along North Cache. Town of Jackson pathways staff will be glad to assist in providing input and design expertise on items that improve the visitor experience and safety of bicyclists and pedestrians. [and] Lastly, in the spirit of collaboration and building trust with the local community, I would encourage you to reach out to the Town of Jackson and its staff to participate as an active partner on these and other issues related to this project.”

*Response:* Thank you for your comments. USFWS appreciates the suggestions regarding pedestrian and bicyclist accessibility and safety. As requested, USFWS intends to collaborate further with the Town of Jackson and other local stakeholders in the final design process and implementation of requested design features. Visitor, employee and partner safety is our highest priority.

We did not make any changes to the EA as a result of these comments.

*Comment (8):* We received a comment with two requests including the aforementioned pathway connection along the south edge of the Visitor Center parking lot between the pathway in the neighboring Hidden Hollow development and the North Cache streetscape. Additionally, the commenter inquired about the pull-through trailer parking along North Cache Street.

*Response:* Thank you for your comment. The USFWS continues to collaborate with the Town of Jackson on the North Cache Streetscape project, which addresses the concerns in this comment. The pull-through trailer parking is currently located on city property and right of way.

We did not make any changes to the EA as a result of these comments.

*Comment (9):* We received a comment with two requests including the aforementioned pathway connection along the south edge of the Visitor Center parking lot between the pathway in the neighboring Hidden Hollow development and the North Cache streetscape. The commenter also stated that they felt the design was incomplete and did not address the North Cache Street area interface of the project area. The commenter states, “In order to build a new Visitor Center that fronts on North Cache, the USFWS has a responsibility to partner with the Town of Jackson on a plan to address the street frontage design, including funding support for pedestrian and bicycle access needs along the North Cache Visitor Center street frontage. Properly addressing the west frontage is necessary to provide biking and walking access to the Visitor Center, and an improved pathway connection along the NER Visitor Center site to the North 89 Pathway and bridge over Flat Creek.”

*Response:* Thank you for comment. The USFWS continues to collaborate with the Town of Jackson and other local stakeholders on the North Cache Streetscape project, which is a separate project from the new proposed visitor center. Additionally, see responses to comment 2, 8, and 9.

We did not make any changes to the EA as a result of these comments.



# STAFF REPORT



|                               |                                                                                                                               |                        |                      |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                                                                             | <b>Meeting Title:</b>  | Regular Town Council |
| <b>Submitting Department:</b> | Planning                                                                                                                      | <b>Presenter:</b>      | Tyler Valentine      |
| <b>Agenda Item:</b>           | Item P22-066 - Request for a Subdivision Plat at the properties addressed at 445 E. Kelly Avenue and the parcel to the north. | <b>Public Comment:</b> | Yes                  |

## **Purpose & Policy Considerations.**

All subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations. This Subdivision Plat follows the recently approved Development Plan (P21-290) for a future 6-lot subdivision at 445 E. Kelly Avenue and the parcel to its north.

## **Requested Action.**

The applicant is requesting approval of a Subdivision Plat for a 6-lot subdivision at the properties addressed at 445 E. Kelly Avenue and the parcel to the north.

Staff is requesting to continue this item to the regularly scheduled Town Council meeting on September 19, 2022.

## **Suggested Motion.**

I move to continue item P22-066 to the regularly scheduled Town Council meeting on September 19, 2022.

# STAFF REPORT



|                               |                                                                                                               |                        |                      |
|-------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------|----------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                                                             | <b>Meeting Title:</b>  | Regular Town Council |
| <b>Submitting Department:</b> | Planning                                                                                                      | <b>Presenter:</b>      | Katelyn Page         |
| <b>Agenda Item:</b>           | P22-144 Development Plan for a new 3-story, residential building at the property addressed 80 E. Karns Avenue | <b>Public Comment:</b> | Yes                  |

## Purpose & Policy Considerations.

A Development Plan is required in the Neighborhood High Density – 1 (NH-1) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with 5-15 units. The proposed development has 15 units – 12 market rate and 3 workforce deed restricted units.

## Requested Action.

The applicant is requesting approval of a Development Plan for a new 3-story, residential building at the property addressed 80 E. Karns Avenue.

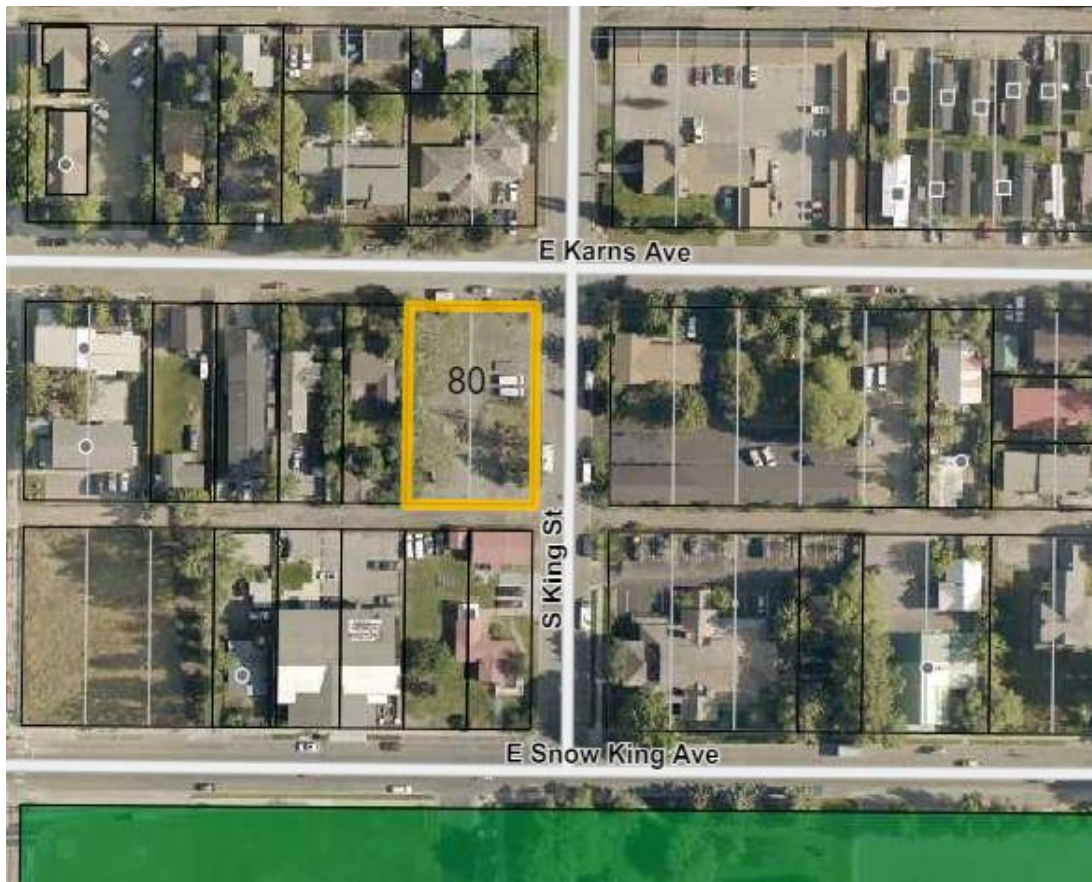
## Recommendations.

The Planning Director recommends **approval** of a Development Plan for a new 3-story, residential building at the property addressed 80 E. Karns Avenue, subject to the departmental reviews attached hereto and the following three (3) conditions:

1. Prior to submittal of a building permit, applicant shall revise site plan to show wheel stops 2' before curb for all parking spaces. *[NOTE: This condition was reworded for clarity by staff after Planning Commission meeting.]*
2. Prior to submittal of a building permit, applicant shall revise all site, civil, and landscape plans for consistency in terms of showing trash enclosure setback at least 2' from southern property line. *[NOTE: This condition was added by staff after Planning Commission meeting.]*
3. Prior to submittal of a building permit, applicant shall revise all site, civil, and landscape plans for consistency in terms of showing required snow storage location. *[NOTE: This condition was added by staff after Planning Commission meeting.]*

## Project Location.

The property is located at 80 E. Karns Avenue legally known as LOTS 1 & 2, BLK. 6, MEADOWLAND PIDN: 22-41-16-34-2-38-001. An aerial photo and zoning map are shown on the following page:



## Background.

The property at 80 E. Karns Avenue is a vacant lot of approximately 0.34 acres (15,000 sf) on the corner of E. Karns Avenue and S. King Street with alley accessibility. The property is zoned NH-1 with neighboring properties zoned NH-1 to the immediate east and west, NL-5 to the immediate north, and CR-1 to the immediate south. Surrounding uses include a mix of Office, Lodging, Restaurant/Bar, and Residential (Single and Multi-Family). The property is not within an Overlay Zone.

The applicant is requesting approval of a Development Plan for a 16,240 gross sf, 3-story, residential building with basement, at-grade surface parking (10 spaces including 1 ADA) and tuck-under parking (10 spaces) totaling 20 spaces for the property. The 16,240 sf gross floor area includes 13,763 sf of above ground habitable floor area, and a 2,477 sf basement floor area. The unit mix includes 5 studio units and 10 two-bedroom units. Of the 15 total units, 12 are market rate and 3 are workforce deed restricted units – 1 studio deed restricted unit and 2 two-bedroom deed restricted units.

## Analysis.

The proposed project is consistent with the general intent of the NH-1 zone in creating high density residential development and to promoting workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment.

### Development Plan Review Applicability:

This project requires Development Plan review because its qualifying unit count meets the Development Plan threshold of 5-15 units. Deed restricted units are exempt from that unit count for purposes of Physical Development permit thresholds. The purpose of a Development Plan is to review a physical development or development option that is large and complex enough to benefit from a public review at a sufficient level of detail to determine compliance with these LDRs prior to the preparation of final construction or plat documents. The project does not meet the threshold for Sketch Plan review.

### Conformance with Applicable LDRs:

Staff finds that as conditioned, the project complies with the dimensional standards in the NH-1 zone as shown in the table below and discussed further in this section.

| LDR Compliance Table                                    |                                                     |                                        |                                                 |
|---------------------------------------------------------|-----------------------------------------------------|----------------------------------------|-------------------------------------------------|
| Requirements                                            | Required                                            | Proposed                               | Compliance                                      |
| <b><i>Building Setbacks (Sec. 9.4.8) (9.4.10.B)</i></b> |                                                     |                                        |                                                 |
| Primary Street (min)                                    | 20'-0"                                              | 20'-3"                                 | Complies                                        |
| Secondary Street (min)                                  | 10'-0"                                              | 11'-1"                                 | Complies                                        |
| Side Interior (min)                                     | 10'-0"                                              | 37'-0"                                 | Complies                                        |
| Alley (min)                                             | 10'-0"                                              | 13'-2"                                 | Complies                                        |
| <b><i>Landscaping (Div. 5.5)</i></b>                    |                                                     |                                        |                                                 |
| Landscape surface ratio (min)                           | .21 (3,150 sf) & 70% in front 1/3 of lot (2,205 sf) | .28 (4,200 sf) & 2,255 sf in front 1/3 | Complies – Front Orientation is E. Karns Avenue |

|                                                            |                                                                              |                                        |                                                   |
|------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------------|
| Plant units (min)                                          | 1/1,000 sf of landscape area + 1/12 (surface) parking spaces = 5 plant units | 6 plant units                          | Complies                                          |
| <b>Driveway Setbacks (2.2.9.B.2)</b>                       |                                                                              |                                        |                                                   |
| Primary Street (min)                                       | 20'-0"                                                                       | 21'-9"                                 | Complies                                          |
| Secondary Street (min)                                     | 10'-0"                                                                       | 37'-6"                                 | Complies                                          |
| Side Interior (min)                                        | 1'-0"                                                                        | 3'-10"                                 | Complies                                          |
| Rear (min)                                                 | 5'-0"                                                                        | N/A                                    | N/A                                               |
| Rear Alley (min)                                           | 0'-0"                                                                        | 0'-0"                                  | Complies                                          |
| <b>Primary Building Height (Sec. 9.4.9)</b>                |                                                                              |                                        |                                                   |
| Height (max): roof pitch < 3/12                            | 3 stories, not to exceed 35'                                                 | 35'-0"                                 | Complies                                          |
| <b>Scale of Development (Sec. 9.4.13)</b>                  |                                                                              |                                        |                                                   |
| Floor area ratio (FAR max)                                 | 0.4                                                                          | .37 (restricted) + 0.49 (unrestricted) | Complies via workforce housing bonus (Sec. 7.8.4) |
| <b>Parking (Div. 6.2)</b>                                  |                                                                              |                                        |                                                   |
| Parking (1/DU 0-1 bedrooms (500 sf max); otherwise 1.5/DU) | 20 spaces                                                                    | 20 spaces                              | Complies                                          |

#### Site Design:

The proposed site design is consistent with the general intent of the NH-1 zone by incorporating high density residential use in a pedestrian oriented environment. The site maintains continuous pedestrian frontages without the interruption of a curb cut because parking area is accessible only from the alley.

The new detached sidewalks along both street frontages (S. King Street and E. Karns Avenue) will significantly improve pedestrian safety and the property's connection to the Town's Public Right of Way. The sidewalks on both frontages include a 5' wide sidewalk with 5' landscape buffer with trees proposed for the landscape buffer in the public right of way. A pedestrian frontage, as established under Sec. 2.2.1.C, is not required for this site.

The NH-1 zone requires buildings with more than 4 dwelling units provide a trash and recycling enclosure. Site plan versions have shown the enclosure with either a 2' setback or a 0' setback from the southern (alley) property line. To ensure the enclosure is adequately setback from the public right of way, Staff has included a condition of approval that prior to submittal of the building permit the enclosure shall be consistently shown across all plans at least 2' setback from southern property line. This condition was added after the project's appearance before Planning Commission.

#### Vehicular Access/Circulation/Parking:

Vehicular access will be taken from the alley to the southern side of the property which ultimately exits onto S. King Street. The proposed site design includes 20 on-site parking spaces including 1 ADA space serving a total of 15 units. The spaces are comprised of 10 uncovered and 10 covered spaces.

Staff has determined a minimum 21' drive aisle width is sufficient for the project design. The LDRs require a 24' width (min) for uncovered drive aisles servicing two-way travel and 90-degree angle spaces, or 18' width (min)



for covered drive aisles width servicing two-way travel and 90-degree angle spaces. Because the parking plan utilizes a combination of covered and uncovered spaces and a partially covered drive aisle, Staff has determined a compressed drive aisle width of at least 21' is acceptable for the site design. Twenty-one feet is the average of the two minimum requirements.

Approval of parking site design includes a condition that 2' curb stops are installed at each parking space. Curb stops will limit vehicles in covered parking spaces from encroaching over the 4' wide covered sidewalk and limit vehicles in uncovered parking spaces from encroaching on the required side setback for parking. Provision of covered sidewalk wider than 4' will not be required with the installation of curb stops.

#### Building Design & Size:

As shown above in the LDR compliance table, the building and site comply with all relevant dimensional standards for the NH-1 zone. The building is 3-stories with a flat roof design with a maximum of 35' in height.

Gross building floor area is 16,240 sf, including 13,763 sf of above ground habitable floor area and a 2,477 sf basement with storage lockers for each unit. The building has a base FAR of 5,594 sf where 6,000 sf (0.40 FAR) is allowed under the NH-1 zone for the site. Six (6) market units will be built with the base FAR. The Workforce Floor Area Bonus (LDR Sec. 7.8.4) is utilized to allow the project to exceed the base FAR by 8,169 sf and to construct an additional 6 market rate units and 3 workforce deed restricted units for a total of 15 units for the project.

The proposed ground level includes 5 studio units (+/- 496 sf each) consisting of 4 market rate units and 1 workforce deed restricted unit. First level units have private, at grade patios facing S. King Street.

The remaining 10 units (+/- 1077 sf each) are 2 stories each and accessible from a common hallway on the second level. These units are each two-bedrooms and include 8 market rate units and 2 workforce deed restricted units. Upper floor units have private balconies on the second level with views of S. King Street (east) and the parking lot (west).

#### Affordable/Employee/Workforce Housing:

As proposed, project generates an estimated Affordable Workforce Housing Mitigation fee of \$39,715.26 (0.146 units). Staff received updated square foot calculations for the building after the Housing Department review of floor plans was submitted. Because of this, there is a slight difference in the calculated fee estimated for this Staff report versus that included in Housing Department review notes. However, final required mitigation fee will be calculated off plans submitted for building permit and not current Staff estimations. Sec. 6.3.2.A.1 in the LDRs grants an affordable housing "credit" for any uses on the site established from December 19, 1995, to the present. The draft Affordable Workforce Housing Mitigation Plan included with this Development Plan application references housing "credit" of 0.044 units for an 1,800 sf Detached Single-Family Unit built prior to December 19, 1995 that has since been removed from the property. Verification of the proposed credit will be required prior to payment of Affordable Workforce Housing Mitigation fee.

Deed restricted units used as part of the Workforce Floor Area Bonus (2:1 bonus) may not be used to satisfy this mitigation requirement and are exempt from the mitigation calculation. Deed restricted units used for the 2:1 bonus are required to record deed restrictions with the County Clerk prior to certificate of occupancy and shall be approved by the Jackson/Teton County Housing Department for livability standards. A compliance checklist

for the project's required livability standards is included with the applicant's submittal accompanying this Staff report.

Design Review Committee (DRC):

The DRC reviewed this project (P22-091) on May 11, 2022, and recommended approval to the Town Council with a condition that the applicant shall explore ideas on how to provide better privacy screening for the ground level units along King Street. The applicant has addressed this condition by incorporating landscaping around each patio. The landscaping serves to delineate private patios from the S. King Street pedestrian frontage and shared landscape area on the property and helps convey that primary entrance to units is taken from the interior of property rather than from the exterior patios.

Planning Commission:

The Planning Commission reviewed this project on August 3, 2022 and voted 4-1 in favor of recommending approval to Town Council with the dissenting vote voicing concern that the project was not adequately parked despite meeting LDR parking minimum requirement. Recommended approval included conditions that the design team address drive aisle width, parking dimensions and wheel stops prior to submittal of building permit and address minimum parking requirement prior to appearance before Town Council. Each condition above has been successfully addressed apart from showing wheel stops for each parking space on the site plan. Staff has conditioned inclusion of wheel stops in this Staff report.

Construction Management Plan:

A Construction Management (CM) plan is required to be submitted with a building permit for the project. The applicant has included a draft version of that requirement with their Development Plan application including narrative addressing scope, impact, parking, site logistics, encroachments, stormwater management, and snow removal. The Engineering Department has reviewed the proposed CM plan and addressed concerns in department reviews.

Development Exactions:

At this time, because the project does not propose condominium units, it will not require a subdivision plat or development exactions according to Division 7.5: Development Exactions Standards.

The Commission discussed concerns the amount of on-site parking and whether meeting the LDR minimum of 20 on-site spaces adequately serve the needs of the project's residents and guests. The Commission also discussed concerns that The Workforce Floor Area Bonus (LDR Sec. 7.8.4) provides deed restricted units that are not affordably priced for most local workers.

Public Comment

Staff received one public comment submission from an adjacent neighbor. That neighbor expressed desire for the project to maximize screening along internal property lines through landscaping or fencing and expressed concern that, in their opinion, similar projects do not have adequate on-site parking. The landscape plan has been updated since the project appeared before Planning Commission and includes increased screening between parking area and the western property line. Staff finds proposed screening and parking meet the LDR requirements.

**Possibly Alternatives.**

NA

### **Comprehensive Plan & Priority Alignment.**

**Development Plan.** All Development Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

**Not applicable.** This finding is not applicable according to the Wyoming Supreme Court.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

**Not applicable.** The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

**Complies.** As conditioned, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

**Complies.** The DRC reviewed this Development Plan on May 11, 2022, and recommended approval to Town Council as conditioned.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances.*

**Complies.** As conditioned, staff finds that the application meets all standards of the LDRs and other Town Ordinances.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

**Complies.** Staff finds the project complies with DRC approval which is the only previously applicable permit or approval.

### **Fiscal Impact.**

No fiscal impact identified at this time.

### **Staff Impact.**

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 40 hours.

**Attachments or Links.**

Department Reviews

Applicant Submittal

**Suggested Motion.**

I move to **recommend approval** of Development Plan P22-144 for a new 3-story, residential building at the property located at 80 E. Karns Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated September 6, 2022.

8/31/2022

## Town of Jackson Project Reviews

|                       |                        |                  |                                |            |
|-----------------------|------------------------|------------------|--------------------------------|------------|
| <b>Project Number</b> | P22-144                | <b>Applied</b>   | 6/6/2022                       | AL         |
| <b>Project Name</b>   | Dev. Plan - 80 E Karns | <b>Approved</b>  |                                |            |
| <b>Type</b>           | DEVPLAN                | <b>Closed</b>    |                                |            |
| <b>Subtype</b>        |                        | <b>Expired</b>   |                                |            |
| <b>Status</b>         | STAFF REVIEW           | <b>Status</b>    |                                |            |
| <b>Applicant</b>      |                        | <b>Owner</b>     | TETON COUNTY HOSPITAL DISTRICT |            |
| <b>Site Address</b>   |                        | <b>City</b>      | <b>State</b>                   | <b>Zip</b> |
| 80 E KARNS AVENUE     |                        | JACKSON          | WY                             | 83001      |
| <b>Subdivision</b>    |                        | <b>Parcel No</b> |                                |            |
| MEADOWLAND            |                        | 22411634238001   |                                |            |

| Type of Review<br>Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    | Dates    |           |           | Remarks           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|-----------|-----------|-------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | Sent     | Due       | Received  |                   |
| Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | APPROVED W/CONDITI | 6/6/2022 | 6/27/2022 | 6/23/2022 |                   |
| (6/23/2022 11:49 AM KS)<br>Structure must meet the current adopted Codes at the time of permit submittal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |          |           |           |                   |
| Joint Housing Dept                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | APPROVED W/CONDITI | 6/6/2022 | 6/27/2022 | 7/26/2022 | See attached Memo |
| Parks and Rec                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APPROVED W/CONDITI | 6/6/2022 | 6/27/2022 | 6/21/2022 |                   |
| (6/21/2022 2:21 PM AL)<br>Comments on P22-144 from P&R: Request ensured adequate corner/site line clearance (20 ft from corner - 12.24.040 Distance from Street Corners and Fireplugs). At 25' off center and corner clearance this would reduce tree numbers. Sidewalk will be a sidewalk to nowhere with nothing on either side. Remind property owner of sidewalk clearing requirements for snow removal. Would like to see the stormwater calculations for the sizing of the stormwater detention area for the treatment of additional impervious surface runoff.<br>Thanks,<br>Rachel |                    |          |           |           |                   |
| Pathways                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | APPROVED W/CONDITI | 6/6/2022 | 6/27/2022 | 6/28/2022 |                   |



| Type of Review<br>Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Status             | Dates    |           |           | Remarks |
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| <p>(6/28/2022 3:00 PM AL)</p> <p>P22-144 – 80 E. Karns – SJMC Housing – Development Plan</p> <p>Comments from Teton County/TOJ Pathways Department</p> <p>June 28, 2022</p> <p>Status: approved w/conditions</p> <ul style="list-style-type: none"> <li>• Bicycle Parking <ul style="list-style-type: none"> <li>o Staff appreciates the applicant including bike parking on the plan set.</li> <li>o Based on the location and type of use of the proposed development, staff expects that there will be substantial demand for bicycle parking.</li> <li>o The main condition is to either: <ul style="list-style-type: none"> <li>? A) Move the bike parking underneath the roof overhang. This will provide protection from rain and snow and will comply with guidelines for resident long term parking. This covered parking area could also serve as short-term parking for visitors with additional racks.</li> <li>? Or B) (Preferred Option) Supplement the currently proposed short-term bike parking with long-term covered parking underneath the roof overhang. The proposed short-term parking could be scaled down to three or four racks if it is supplemented with covered long-term parking.</li> </ul> </li> <li>o Staff supports crediting the bike parking toward the development’s overall parking requirement.</li> <li>o The bike parking should be a mix of short-term (for visitors, frequent/regular use) and long-term (for residents, employees, infrequent use/storage).</li> <li>? Long-term parking (for residents or employees parking for more than a few hours—i.e. all-day or overnight): the recommendations for long-term parking include providing a secure, conveniently-accessed, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the residence, but should be located in a secure or monitored location or in a locked enclosure. Clustered inverted-U bike racks, wall racks, or external bike lockers are appropriate.</li> <li>? Short-term parking (for visitors or guests parking for a few hours or less): the short-term bike parking should consist of one or more “single inverted-U” racks. “Wave,” “ribbon,” and “toaster” style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The rack area should be as close as or closer to the front entrance than the nearest car parking space, visible from the front entrance, hardscaped, and should not obstruct pedestrian flow.</li> <li>o Outdoor bike parking should be constructed on a concrete pad. Grass surfaces will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft.</li> <li>o Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant’s landscape requirements. Conversion of car parking spots to bike parking would also be supported.</li> <li>o Rack details and locations should be shown on site plans.</li> <li>o Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation.</li> </ul> </li> </ul> |                    |          |           |           |         |
| Planning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APPROVED W/CONDITI | 6/6/2022 | 6/27/2022 | 7/14/2022 |         |

| Type of Review<br>Notes                                                                                                                                                                                                                                                                     | Status             | Dates    |           |           | Remarks |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|-----------|-----------|---------|
|                                                                                                                                                                                                                                                                                             |                    | Sent     | Due       | Received  |         |
| (7/22/2022 3:58 PM KP)                                                                                                                                                                                                                                                                      |                    |          |           |           |         |
| Prior to submittal of a building permit, applicant shall revise site plan to show covered parking places as 18’ deep with wheel stops 2’ before covered sidewalk and uncovered parking places as 20’ deep with wheel stops 2’ before landscape strip.                                       |                    |          |           |           |         |
| Prior to submittal of a building permit, applicant shall revise site plan to show drive aisle width of 21 feet minimum.                                                                                                                                                                     |                    |          |           |           |         |
| Prior to issuance of building permit, applicant shall remit Affordable Workforce Housing Mitigation                                                                                                                                                                                         |                    |          |           |           |         |
| Prior to the project appearing before Town Council, applicant shall meet minimum parking requirement through building design or an approved administrative adjustment.                                                                                                                      |                    |          |           |           |         |
| Because the parking plan utilizes a combination of covered and uncovered spaces and drive aisle, Staff has determined that a drive aisle minimum width of 21’ is acceptable for the site design. This interpretation averages the standards for covered and uncovered parking aisle widths. |                    |          |           |           |         |
| Landscape plan shall show street trees spaced 30-40 feet on center for area in the Public Right of Way                                                                                                                                                                                      |                    |          |           |           |         |
| Landscape plan shall not include plant unit types which impede uncovered parking spaces.                                                                                                                                                                                                    |                    |          |           |           |         |
| Affordable Workforce Housing Mitigation information (required prior to issuance of building permit) shall Include documentation confirming habitable SF of previously demo Single Family Dwelling as 1,800 SF.                                                                              |                    |          |           |           |         |
| For puposes of calculation of the 2:1 bonus and exempt vs non-exempt floor area, as the hallway serves both base and bonus floor area, the circulation space may be separated proportionally to the unrestriced vs restricted floor area it services.                                       |                    |          |           |           |         |
| (8/31/2022 2:15 PM KP)                                                                                                                                                                                                                                                                      |                    |          |           |           |         |
| Prior to submittal of a building permit, applicant shall revise all site, civil, and landscape plans for consistency in terms of showing trash enclosure setback at least 2’ from southern property line. [NOTE: This condition was added by staff after Planning Commission meeting.]      |                    |          |           |           |         |
| Prior to submittal of a building permit, applicant shall revise all site, civil, and landscape plans for consistency in terms of showing required snow storage location. [NOTE: This condition was added by staff after Planning Commission meeting.]                                       |                    |          |           |           |         |
| Any changes to landscape plan for snow storage must show 5 plant unit minimum is still met. It is Planning Dept. preference that any trees moved to accommodate snow storage be placed between E. Karns Avenue and the primary building.                                                    |                    |          |           |           |         |
| River Birch is not a species included on Town's approved list of plantings in the Public Right of Way. Please note, this species may need to be replaced on landscape plan prior to issuance of building permit.                                                                            |                    |          |           |           |         |
| Trash enclosure door design may not encroach Public Right of Way                                                                                                                                                                                                                            |                    |          |           |           |         |
| Public Works                                                                                                                                                                                                                                                                                | APPROVED W/CONDITI | 6/6/2022 | 6/27/2022 | 7/14/2022 |         |

| Type of Review<br>Notes | Status | Dates |     |          | Remarks |
|-------------------------|--------|-------|-----|----------|---------|
|                         |        | Sent  | Due | Received |         |

(7/14/2022 2:01 PM MD)

Development Plan – APPROVED w Conditions

P22-144

ADDRESS: 80 E Karns – St. John’s Employee Housing Building

OWNER: Teton County Hospital District DBA St. John’s Medical Center – John Kren CFO

APPLICANT: Aaron Cleveland, Dynia Architects

7/13/2022

Matt Doyle and Brian Lenz, 733-3079

DATE OF SUBMITTAL: 6/6/2022

DATE OF MATERIALS: 5/27/2022

REVISION NO.: 00

The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

\*The following comments are being provided for use in preparation of future applications and are required for sufficiency .

#### PROJECT SPECIFIC COMMENTS

1. Provide minimum six feet wide sidewalks in front of 18-foot deep parking spaces.
2. Provide ramps and accessible routes compliant with the LDRs and IBC.
3. Street trees shall be spaced 30-40 feet on center per LDRs 2.2.C.3 on pedestrian frontage.
4. Project shall provide accessible parking, parking and traffic control signage and curb markings. Provide a striping and signage plan with permit application.
5. Cranes swinging over or placed on the Town’s right-of-way shall be by agreement with the Town. Show crane swing on future permit CM plans.
6. Water and Sewer Utilities shall be privately owned from the outside of the Town’s mains per Town municipal code.
7. The power transformer and any other utility pedestals appurtenant to the project shall be located within the property.
8. All existing water and sewer services to be abandoned shall be abandoned at the main.
9. The proposed 6X8 clamp saddle is not a typical part and shall be supplied and installed by the developer with Town inspection. Note, the provided wastewater peak flow estimate is 10 gpm that could be handled with a 4-inch line.
10. Provide Town of Jackson standard details in the permit drawings.

#### 5.5 LANDSCAPING STANDARDS

Provide a plan that complies with the LDRs and addresses erosion control

## **Development Plan Application**

### **80 E Karns Ave St. John's Medical Center Employee Housing**



#### **Contact List:**

##### **Owner**

Teton County Hospital District  
St. John's Medical Center  
PO Box 428  
Jackson, WY 83001  
307.739.4996

##### **Architect**

Dynia Architects  
PO Box 4356  
Jackson, WY 83001  
307.733.3766

##### **Civil Engineer**

Summit Consulting Group  
PO Box 6482  
Jackson, WY 83002  
307.413.4399

##### **Landscape Architect**

Cairn Landscape Architects  
PO Box 8281  
Jackson, WY 83002  
307.264.0939

##### **Mechanical Engineer**

JTEC, Inc.  
PO Box 4594  
Jackson, WY 83001  
307.699.1110

##### **Contractor**

Shaw Construction  
460 South Cache  
Jackson, WY 83001  
307.733.8401



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | [www.townofjackson.com](http://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: 80 E. Karns - St. John's employee housing building  
Physical Address: 80 E. Karns  
Lot, Subdivision: LOTS 1 & 2, BLK 6, MEADOWLAND PIDN: 22-41-16-34-2-38-001

**PROPERTY OWNER.**

Name: Teton County Hospital District DBA St. John's Medical Center - John Kren CFO Phone: 307.739.4996  
Mailing Address: PO Box 428, Jackson, WY ZIP: 83001-0428  
E-mail: jkren@stjohns.health

**APPLICANT/AGENT.**

Name: Aaron Cleveland, Dynia Architects Phone: 307.733.3766  
Mailing Address: PO Box 4356, Jackson, WY ZIP: 83001  
E-mail: info@dynia.com; aaron@dynia.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](http://www.townofjackson/200/Planning)

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

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

**Physical Development**

\_\_\_\_\_ Sketch Plan  
☒ \_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

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

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Environmental Analysis



**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](http://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 #: P21-026 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](http://www.townofjackson.com/200/Planning) and select the relevant application type for submittal requirements.

Have you attached the following?

\_\_\_\_\_ **Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

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

\_\_\_\_\_ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at [www.townofjackson.com/200/Planning](http://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.

Aaron Cleveland  
Signature of Property Owner or Authorized Applicant/Agent  
Aaron Cleveland (representing Dynia Architects)  
Name Printed

05/27/2022  
Date  
Architect  
Title



Town of Jackson  
 150 E Pearl Avenue  
 PO Box 1687, Jackson, WY 83001  
 P: (307)733-3932 F: (307)739-0919  
 www.jacksonwy.gov

Date: April 15, 2022

## LETTER OF AUTHORIZATION

### NAMING APPLICANT AS OWNER'S AGENT

**PRINT** full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: John Kren, CFO, COO - St. John's Medical Center

Being duly sworn, deposes and says that St. John's Medical Center is the owner in fee of the premises located at:  
Name of property owner as listed on deed

Address of Premises: 80 E. Karns Avenue

Legal Description: Lots 1& 2, Blk 6, Meadowland - PN 22-41-16-34-2-38-001

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Dynia Architects - Aaron Cleveland, aia

Mailing address of Applicant/agent: PO Box 4356, Jackson, WY 83002

Email address of Applicant/agent: info@dynia.com, aaron@dynia.com

Phone Number of Applicant/agent: 307-733-3766

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

- ☒ Development/Subdivision Plat Permit Application ☒ Building Permit Application  
☐ Public Right of Way Permit ☒ Grading and Erosion Control Permit ☐ Business License Application  
☐ Demolition Permit ☐ Other (describe) \_\_\_\_\_

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

CFO/COO

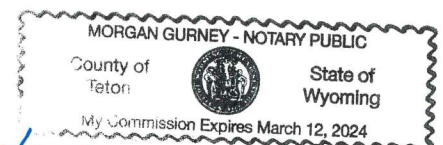
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming )  
 ) SS.  
 COUNTY OF Teton )

The foregoing instrument was acknowledged before me by John Kren this 15<sup>th</sup> day of April, 2022. WITNESS my hand and official seal.

Morgan Gurney  
 Notary Public

My commission expires: 3/12/2024



## **Project Overview**

### **Background & Context**

The proposed project is a 15-unit, residential complex located at 80 E Karns Ave, which is the corner of E Karns Ave and S King Street, Lot 1 & 2. The site is currently owned by Teton County Hospital District (DBA St. John's Medical Center). There are no buildings or structures currently on the site. Prior to the site being empty, a single-family home and mobile home occupied Lot 1 & 2. The empty lot is 100 feet by 150 feet and is relatively flat with alley access. The gross site area is 15,000 square feet and is zoned as NH-1 (Neighborhood High Density).

### **Proposed Project**

The proposed building is 3 stories with an overall building height of 35'-0". The project includes a basement level that consists of additional storage space for tenant use. There will be 20 parking spaces available on the lot including one ADA accessible space and ten "tuck under" parking spaces. This provides one space for every studio unit and 1.5 spaces for every two-bedroom unit, meeting the town's parking requirements. The project consists of two different unit types, (5) studios (~465 sf) and (10) two bedrooms (~1,015 sf). Each unit includes large sliding glass doors and access to private outdoor space through either a balcony or ground floor patio.

The exterior landscape softens the building's relationship with the adjacent streets through the deliberate placement of trees and greenery. The scale of the project is articulated through the façade. Alternating units slightly project from the facade, differentiating them from the overall form to convey a series of smaller rowhouses as opposed to a single monolithic scheme. The building features exterior materials that are contextual to urban Jackson. The upper massing is clad in charcoal corrugated metal and silver aluminum accents meant to reflect the sky. These materials sit over a base of vertical cedar siding. This vertical cedar helps relate to the landscaping and incorporate natural materials into the pedestrian experience.

Access to the site is via an alley off S. King St. That alley spans from S. King St. to S. Cache St and provides access from the south end of the site. The proposed project includes adding sidewalks to the site that help connect it to the urban context of the area. This also includes adding driveway crossings to driveways and alleys.

### **Findings for Approval**

- 1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

This project falls within the Comprehensive Plan District 3: Town Residential Core – 3.2 Core Residential which is a transitional subarea. Per the Comprehensive Plan, "redevelopment, revitalization and reinvestment are highly desired in this subarea...the future character of this subarea will include some increased density and larger buildings..." The 80 E Karns Ave proposed project brings a reinvestment in the area via new development and incorporates increased density through the development of 15 residential units on a site that previously only had a single-family home and mobile home. Additionally, per the Comprehensive Plan, "the dominant building mass

should be located near the street...parking should be minimized and screened from view as much as possible." This proposed development fronts King St. and creates a pedestrian street wall that currently does not exist. This helps to strengthen the urban corridor of this subarea. Parking is located on the opposite side of the building and is partially located under the cantilevered building mass. This minimizes the appearance of the parking from the street, and any exposed parking is then screened with trees and plantings. Through these design moves our project **complies** with the desired future character described in the Jackson/Teton County Comprehensive Plan.

**2. *Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.***

The proposed project falls outside of the Natural Resource Overlay and Scenic Resource Overlay making these standards and objectives **not applicable** to this project.

**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.***

This project brings much needed workforce housing to the town for St. John's Medical Center. The water and wastewater systems have been designed to not overburden Town of Jackson utilities. Flow calculations can be found in this package. This project brings a modest number of units that will not overstress parks, schools, police, fire, and EMS facilities. In fact, the project brings staff to the town to help support the EMS facilities. Through these means the project **complies** with this approval point.

**4. *Complies with the Town of Jackson Design Guidelines, if applicable.***

This project received formal approval from the Design Review Committee (DRC) and the design package in this Development Plan incorporates the recommendation of "privacy screening for the ground level units along King Street." The project **complies** with the Town Design Guidelines as supported by the DRC.

**5. *Complies with all relevant standards of these LDRs and other Town Ordinances.***

This project **complies** with all applicable Land Development Regulations. The project conforms to all the required building setbacks in NH-1 (Neighborhood High Density 1), as well as meeting the required overall building height (35'-0") and landscape surface ratio. Our landscape plan and site plan included in this package graphically illustrate the project's conformance to these LDR requirements.

**6. *Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***

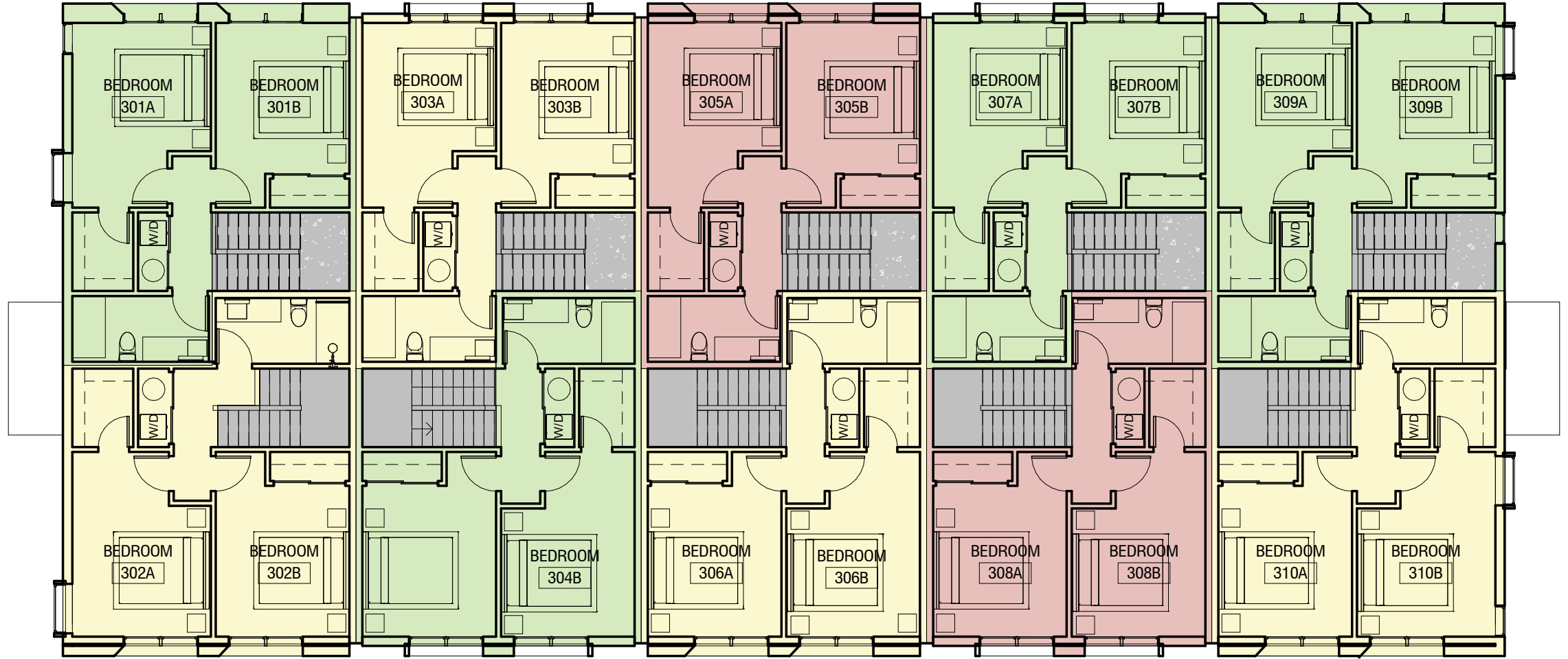
The project **complies** and is in substantial conformance with all standards or conditions of prior permits and approvals. Care has been taken to incorporate the DRC's recommendation that was included in their approval.

| DEVELOPMENT DIMENSIONAL LIMITATIONS                        |                                                        |                                            |                                                   |
|------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------|---------------------------------------------------|
| Requirements                                               | Required                                               | Proposed                                   | Compliance                                        |
| <b>Building Setbacks (Sec. 9.4.8) (9.4.10.B)</b>           |                                                        |                                            |                                                   |
| Primary Street (min)                                       | 20'-0"                                                 | 20'-3"                                     | Complies                                          |
| Secondary Street (min)                                     | 10'-0"                                                 | 11'-1"                                     | Complies                                          |
| Side Interior (min)                                        | 10'-0"                                                 | 37'-0"                                     | Complies                                          |
| Rear (min)                                                 | 0'-0"                                                  | 13'-2"                                     | Complies                                          |
| <b>Landscaping (Div. 5.5)</b>                              |                                                        |                                            |                                                   |
| Landscape surface ratio (min)                              | .21 (3,150sqft) & 70% in front 1/3 of lot (2,205 sqft) | .28 (4,305 sqft) & 2,255 sqft in front 1/3 | Complies                                          |
| Plant units (min)                                          | 1/1,000 sf of landscape area + 1/12 parking spaces     | 174 plant units (meets and exceeds min.)   | Complies                                          |
| <b>Driveway Setbacks</b>                                   |                                                        |                                            |                                                   |
| Primary Street (min)                                       | 20'-0"                                                 | 21'-9"                                     | Complies                                          |
| Secondary Street (min)                                     | 10'-0"                                                 | 37'-6"                                     | Complies                                          |
| Side Interior (min)                                        | 1'-0"                                                  | 2'-5"                                      | Complies                                          |
| Rear (min)                                                 | 5'-0"                                                  | N/A                                        | N/A                                               |
| Rear alley (min)                                           | 0'-0"                                                  | 0'-0"                                      | Complies                                          |
| <b>Primary Building Height (Sec. 9.4.9)</b>                |                                                        |                                            |                                                   |
| Height (max): roof pitch < 3/12                            | 3 stories, not to exceed 35'                           | 35'-0"                                     | Complies                                          |
| <b>Scale of Development (Sec. 9.4.13)</b>                  |                                                        |                                            |                                                   |
| Floor area ratio (FAR max)                                 | .40                                                    | .37 (restricted)+ .49 (unrestricted)       | Complies via workforce housing bonus (Sec. 7.8.4) |
| <b>Parking (Div. 6.2)</b>                                  |                                                        |                                            |                                                   |
| Parking (1/DU 0-1 bedrooms (500 sf max); otherwise 1.5/DU) | 20 spaces                                              | 20 spaces                                  | Complies                                          |



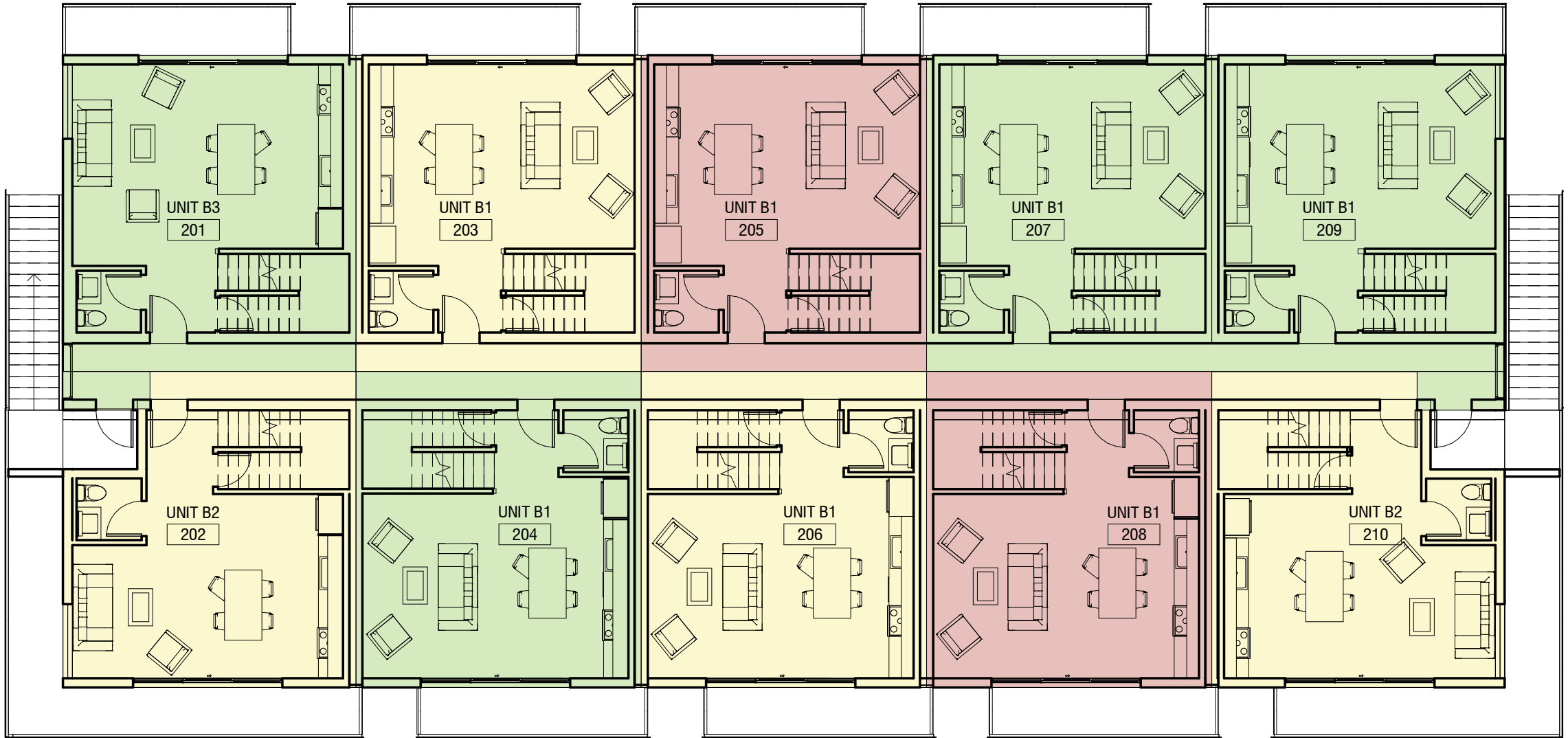
| UNIT MATRIX          |       |            |
|----------------------|-------|------------|
| UNIT                 | COUNT | PERCENTAGE |
| 1 BEDROOM            | 4     | 27         |
| 2 BEDROOM            | 8     | 53         |
| WORKFORCE RESTRICTED | 3     | 20         |
|                      | 15    |            |

| TOTAL FAR BREAKDOWN                              |
|--------------------------------------------------|
| BASE FAR - 6,000 SF ALLOWED                      |
| GREEN = BASE FAR                                 |
| (2) 1-BEDROOM UNITS (993 SF)                     |
| (4) 2-BEDROOM UNITS (4,334 SF)                   |
| CIRCULATION - 2ND FLOOR CORRIDOR (267 SF)        |
| <b>TOTAL BASE FLOOR AREA = 5,594 SF PROVIDED</b> |
| TOTAL BONUS FAR - 12,000 SF ALLOWED              |
| YELLOW = 2:1 WORKFORCE MARKET                    |
| (2) 1-BEDROOM UNITS (993 SF)                     |
| (4) 2-BEDROOM UNITS (4,287 SF)                   |
| CIRCULATION - 2ND FLOOR CORRIDOR (166 SF)        |
| TOTAL FLOOR AREA = 5,446 SF                      |
| RED = 2:1 WORKFORCE RESTRICTED                   |
| (1) 1-BEDROOM UNIT (494 SF)                      |
| (2) 2-BEDROOM UNITS (2,128 SF)                   |
| CIRCULATION - 2ND FLOOR CORRIDOR (101 SF)        |
| TOTAL FLOOR AREA: 2,723 SF                       |
| <b>TOTAL BONUS FAR PROVIDED = 8,169 SF</b>       |
| <b>TOTAL FAR PROVIDED = 13,763 SF</b>            |



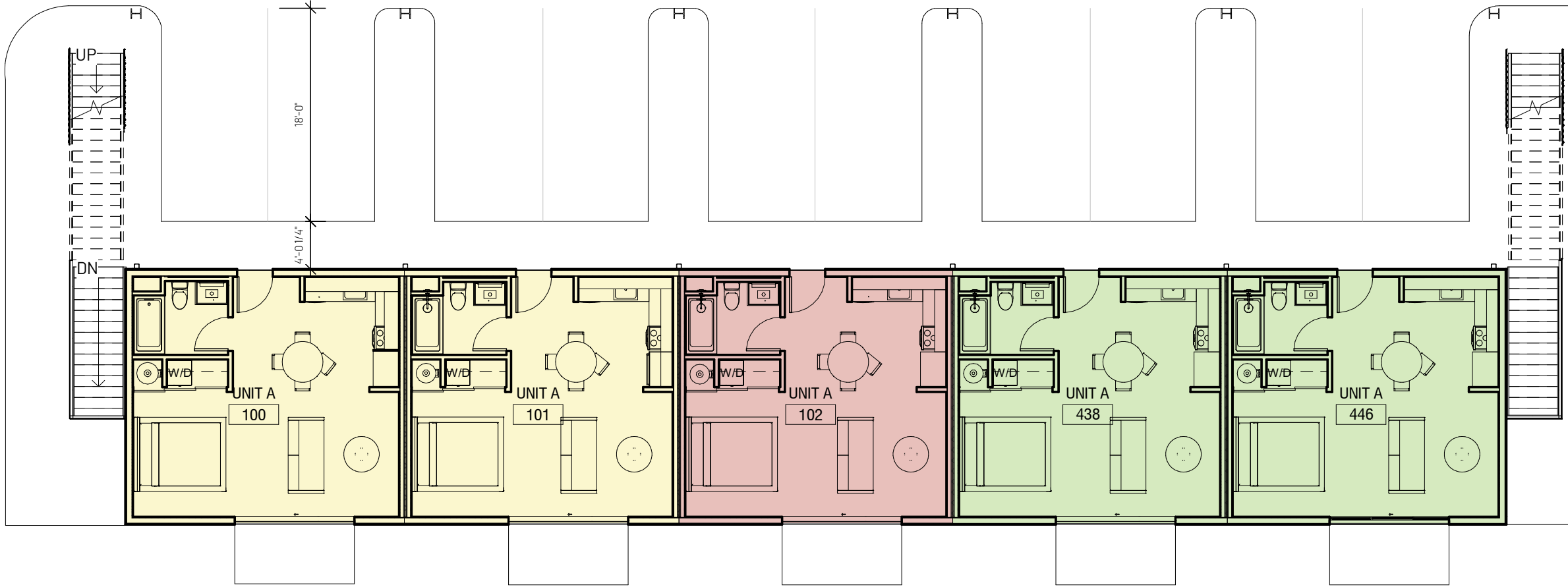
③ Level 03  
3/32" = 1'-0"

| FAR - LEVEL 2 + 3          |           |             |          |            |
|----------------------------|-----------|-------------|----------|------------|
| FAR                        | LEVEL     | AREA TYPE   | NAME     | TOTAL AREA |
| BASE                       |           |             |          |            |
| BASE                       | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1104 SF    |
| BASE                       | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1062 SF    |
| BASE                       | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1062 SF    |
| BASE                       | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1106 SF    |
| 2 BEDROOM : TOTAL          |           |             |          | 4334 SF    |
| CIRCULATION                | LEVEL 2   | CIRCULATION | CORRIDOR | 265 SF     |
| BASE FAR TOTAL             |           |             |          | 4599 SF    |
| WORKFORCE MARKET           |           |             |          |            |
| WORKFORCE MARKET           | LEVEL 2+3 | 2 BEDROOM   | UNIT B2  | 1085 SF    |
| WORKFORCE MARKET           | LEVEL 2+3 | 2 BEDROOM   | UNIT B3  | 1059 SF    |
| WORKFORCE MARKET           | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1073 SF    |
| WORKFORCE MARKET           | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1073 SF    |
| 2 BEDROOM : TOTAL          |           |             |          | 4287 SF    |
| CIRCULATION                | LEVEL 2   | CIRCULATION | CORRIDOR | 166 SF     |
| WORKFORCE MARKET TOTAL     |           |             |          | 4453 SF    |
| WORKFORCE RESTRICTED       |           |             |          |            |
| WORKFORCE RESTRICTED       | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1073 SF    |
| WORKFORCE RESTRICTED       | LEVEL 2+3 | 2 BEDROOM   | UNIT B1  | 1055 SF    |
| 2 BEDROOM : 2              |           |             |          | 2128 SF    |
| CIRCULATION                | LEVEL 2   | CIRCULATION | CORRIDOR | 101 SF     |
| WORKFORCE RESTRICTED TOTAL |           |             |          | 2229 SF    |



② Level 02  
3/32" = 1'-0"

| FAR - LEVEL 1              |         |           |        |            |
|----------------------------|---------|-----------|--------|------------|
| FAR                        | LEVEL   | AREA TYPE | NAME   | TOTAL AREA |
| BASE                       |         |           |        |            |
| BASE                       | LEVEL 1 | 1 BEDROOM | UNIT A | 499 SF     |
| BASE                       | LEVEL 1 | 1 BEDROOM | UNIT A | 494 SF     |
| 1 BEDROOM: 2               |         |           |        | 993 SF     |
| BASE FAR TOTAL             |         |           |        | 993 SF     |
| WORKFORCE MARKET           |         |           |        |            |
| WORKFORCE MARKET           | LEVEL 1 | 1 BEDROOM | UNIT A | 494 SF     |
| WORKFORCE MARKET           | LEVEL 1 | 1 BEDROOM | UNIT A | 499 SF     |
| 1 BEDROOM: 2               |         |           |        | 993 SF     |
| WORKFORCE MARKET TOTAL     |         |           |        | 993 SF     |
| WORKFORCE RESTRICTED       |         |           |        |            |
| WORKFORCE RESTRICTED       | LEVEL 1 | 1 BEDROOM | UNIT A | 494 SF     |
| 1 BEDROOM: 1               |         |           |        | 494 SF     |
| WORKFORCE RESTRICTED TOTAL |         |           |        | 494 SF     |



① Level 01  
3/32" = 1'-0"

DYNIA

www.dynia.com

3501 Wazee St Ste. 212  
Denver CO, 80216

Karns Apartment Building

80 E KARN'S AVE.  
JACKSON, WY 83001

Project Number: 2023  
Issue: 100% DD Set  
Date: 06/24/2022  
Drawn By: AJC  
Checked By: AJC

Revisions:  
# Rev. Date:

Sheet title:  
FAR BREAKDOWN

A-01

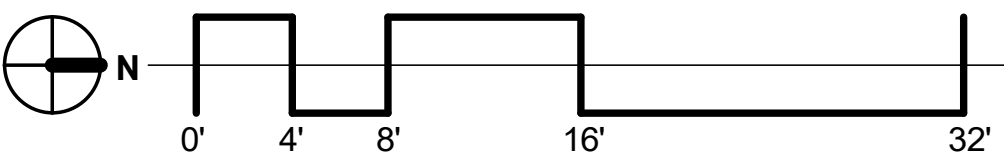
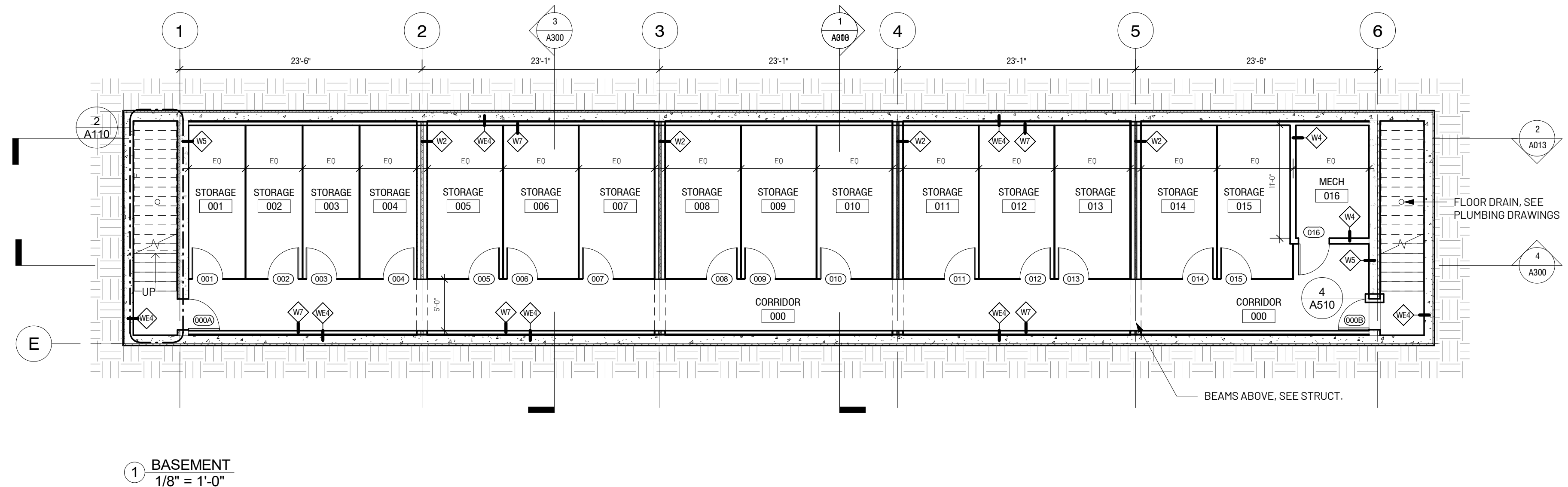
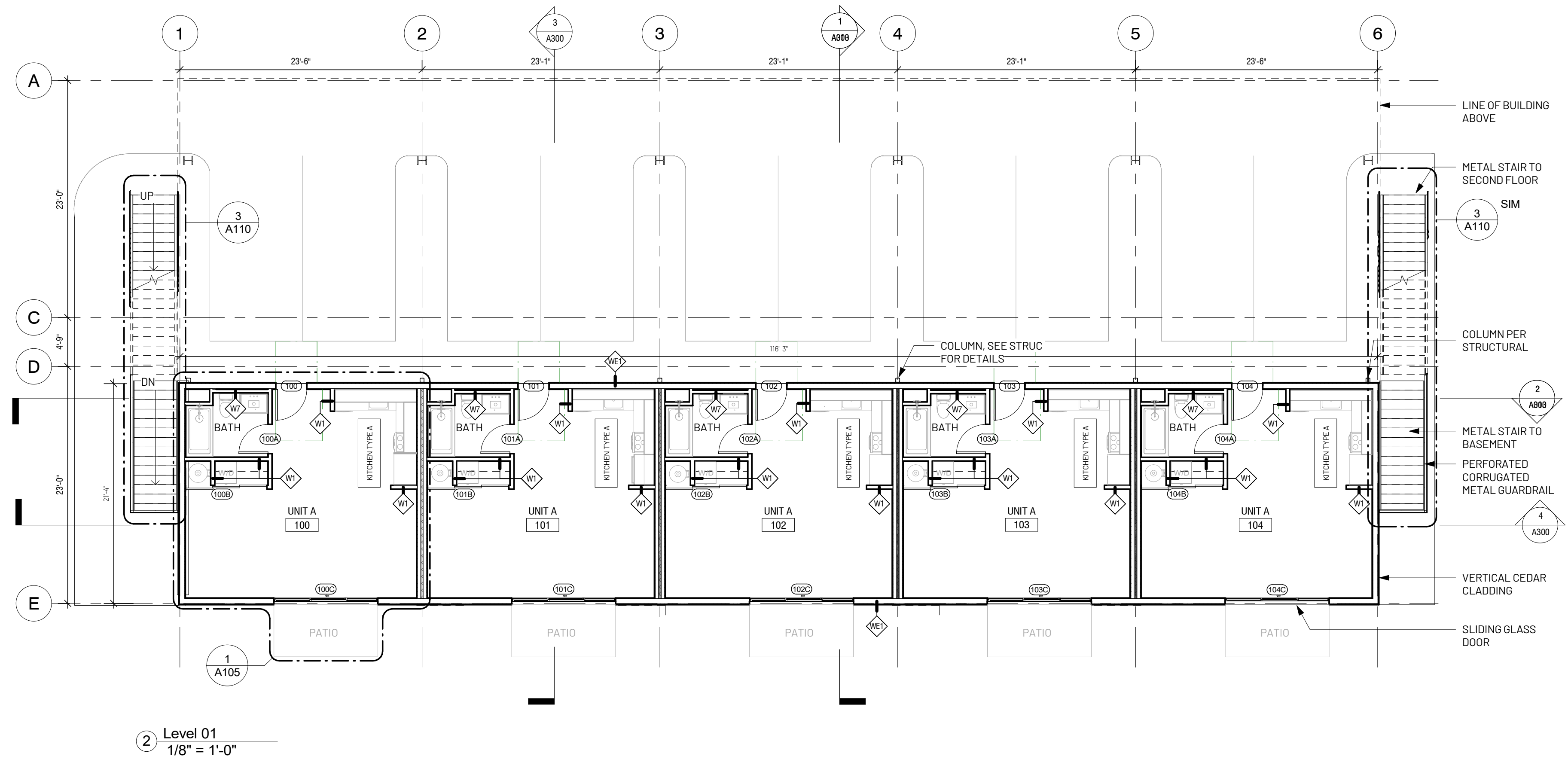
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GENERAL NOTE:

1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE TO FACE OF STUD



DYNIA

www.dynia.com

3501 Wazee St Ste. 212  
Denver CO, 80216

Karns Apartment Building

80 E KARNS AVE.  
JACKSON, WY 83001

Project Number: 2023  
Issue: 100% DD Set  
Date: 06/24/2022  
Drawn By: SRN  
Checked By: AJC

Revisions:  
# Rev. Date:

Sheet title:

FLOOR PLAN

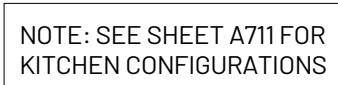
A101

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1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE TO FACE OF STUD



501 Wazee St Ste. 212  
Denver CO, 80216

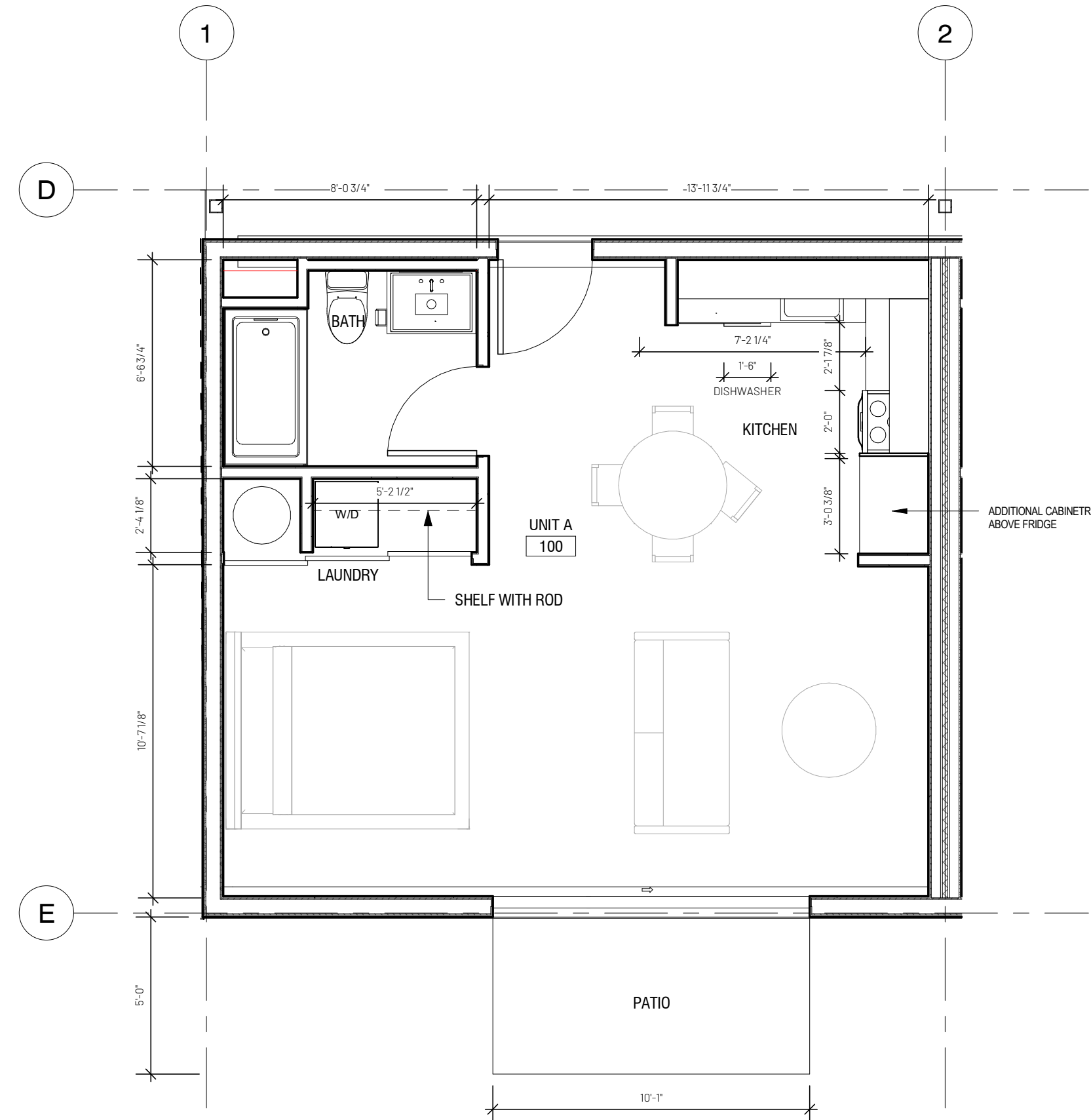
80 E KARNS AVE.  
JACKSON, WY 83001

## FLOOR PLAN

2022 Dynia Architects

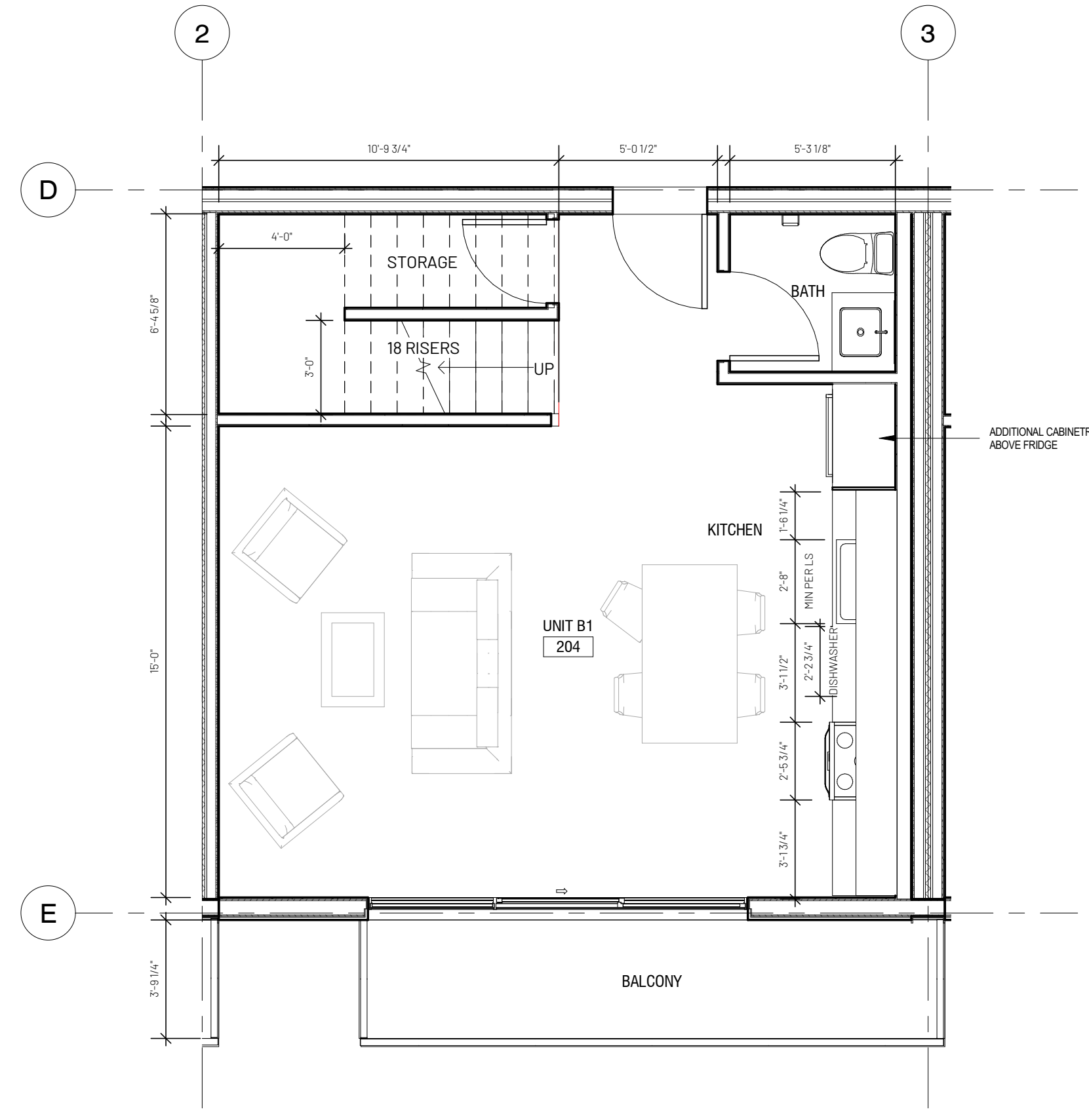
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② UNIT TYPE 'A'  
1/4" = 1'-0"

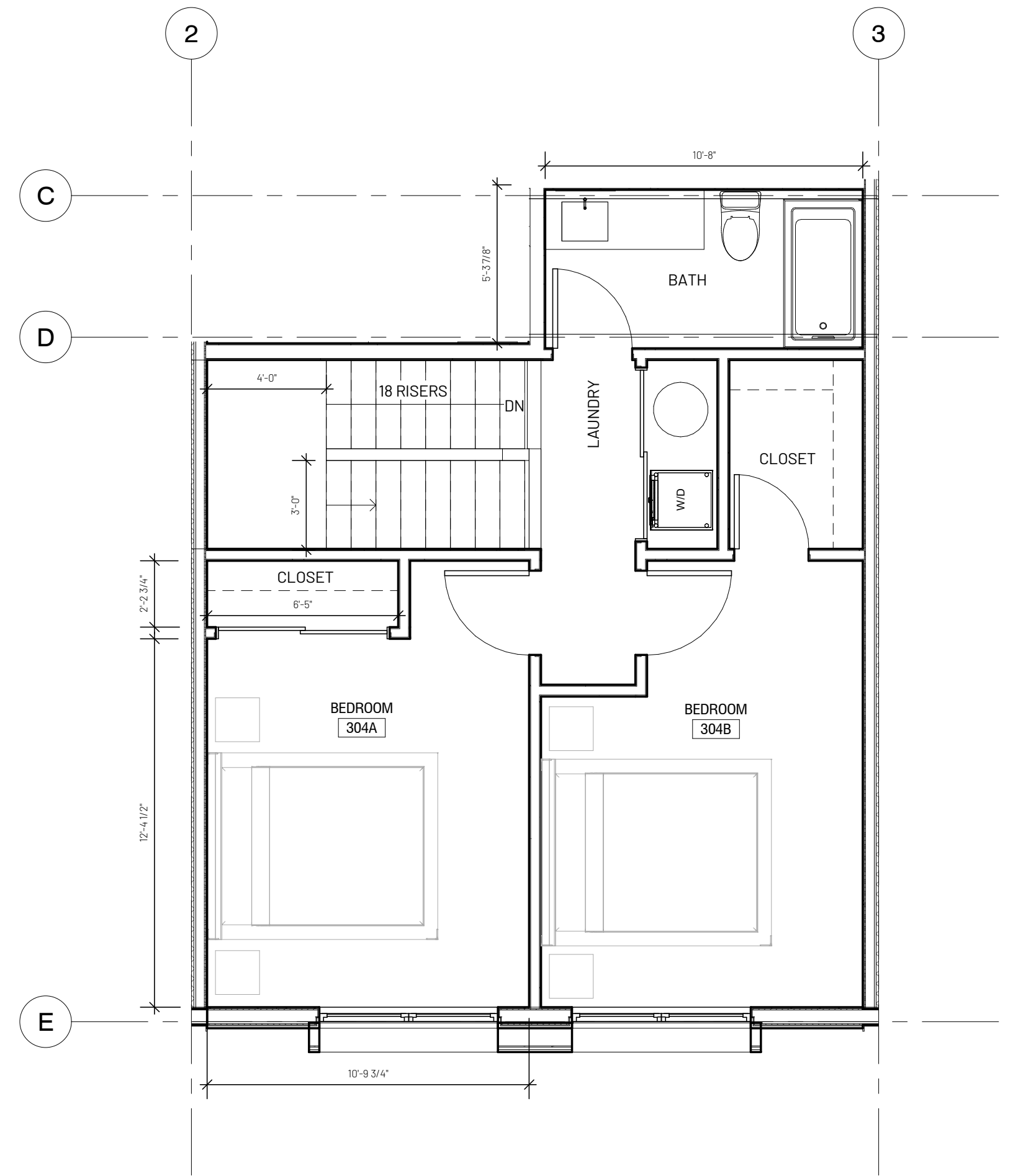
STUDIO UNIT FIRST LEVEL



① UNIT TYPE 'B2' SECOND FLOOR  
1/4" = 1'-0"

TWO BR UNIT SECOND AND THIRD LEVEL

NOTE: BALCONY SIZE CAN VARY BASED ON UNIT LOCATION IN BUILDING. REFER TO PLANS



③ UNIT TYPE 'B1' THIRD FLOOR  
1/4" = 1'-0"

DYNIA

www.dynia.com

3501 Wazee St Ste. 212  
Denver CO, 80216

Karns Apartment Building

80 E KARNs AVE.  
JACKSON, WY 83001

Project Number: 2023  
Issue: 50% CD Set  
Date: 08/19/2022  
Drawn By: SRN  
Checked By: AJC

Revisions:  
# Rev. Date:

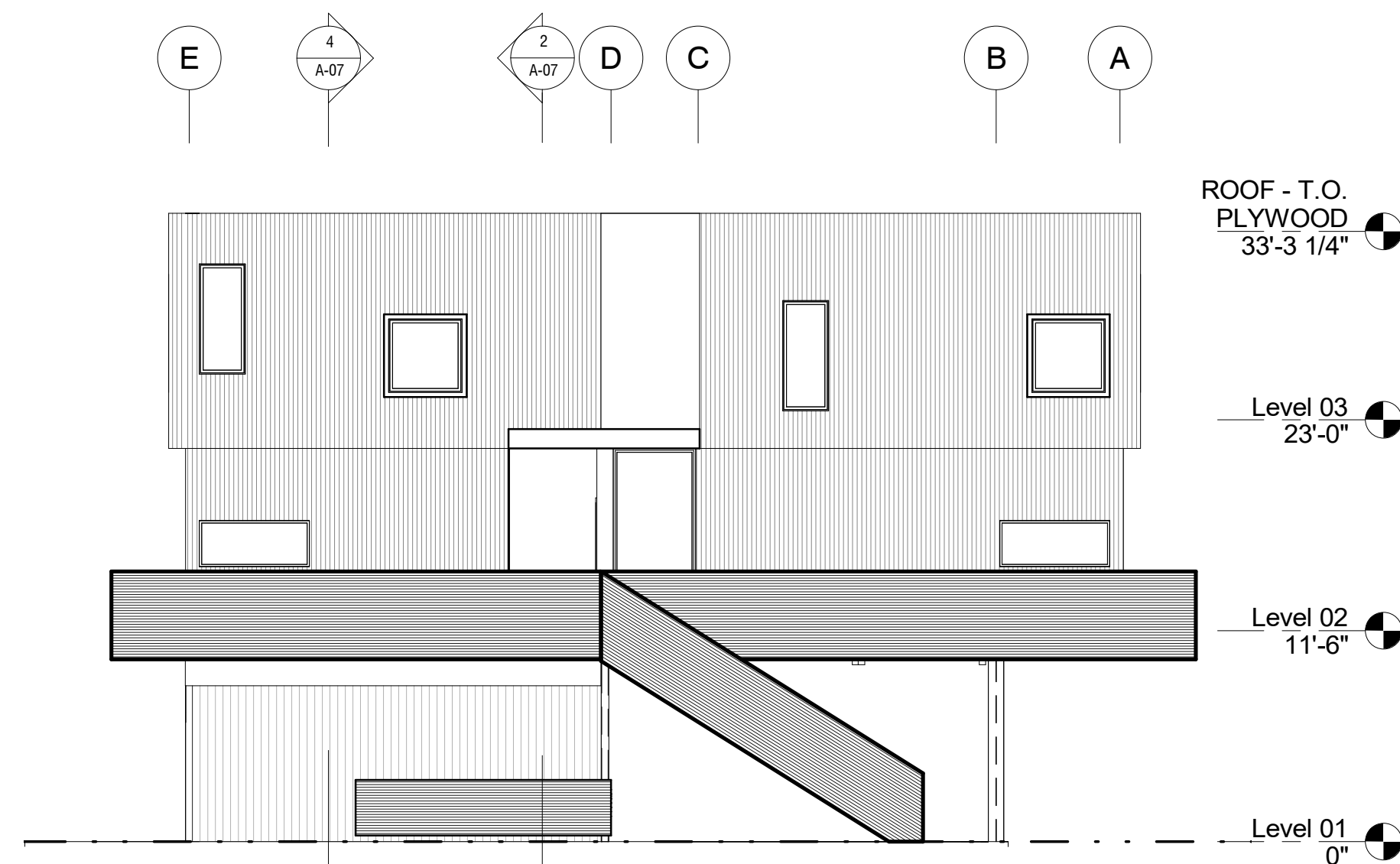
Sheet title:  
UNIT PLANS

A-04

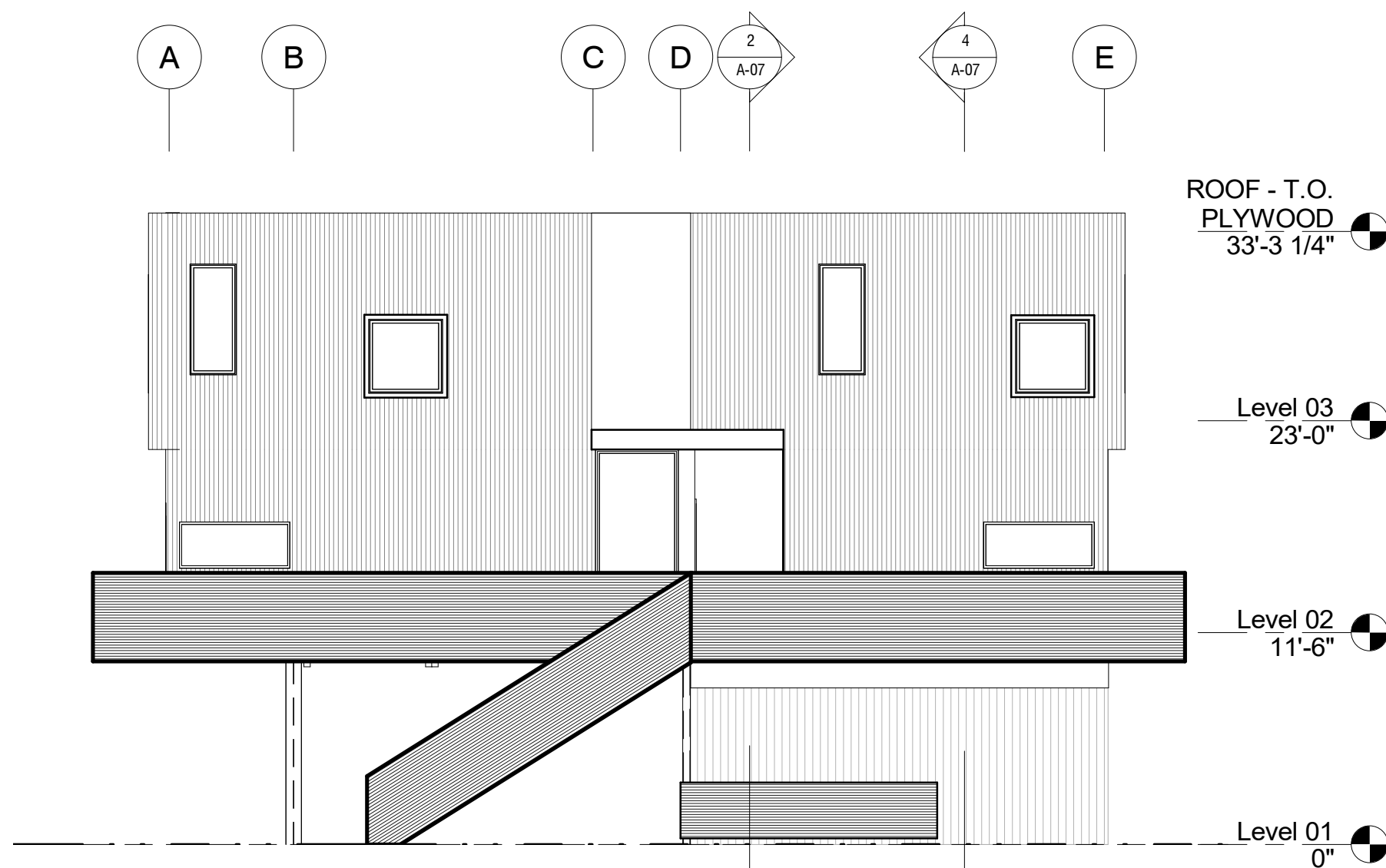
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① N Elevation  
1/8" = 1'-0"



② S Elevation  
1/8" = 1'-0"

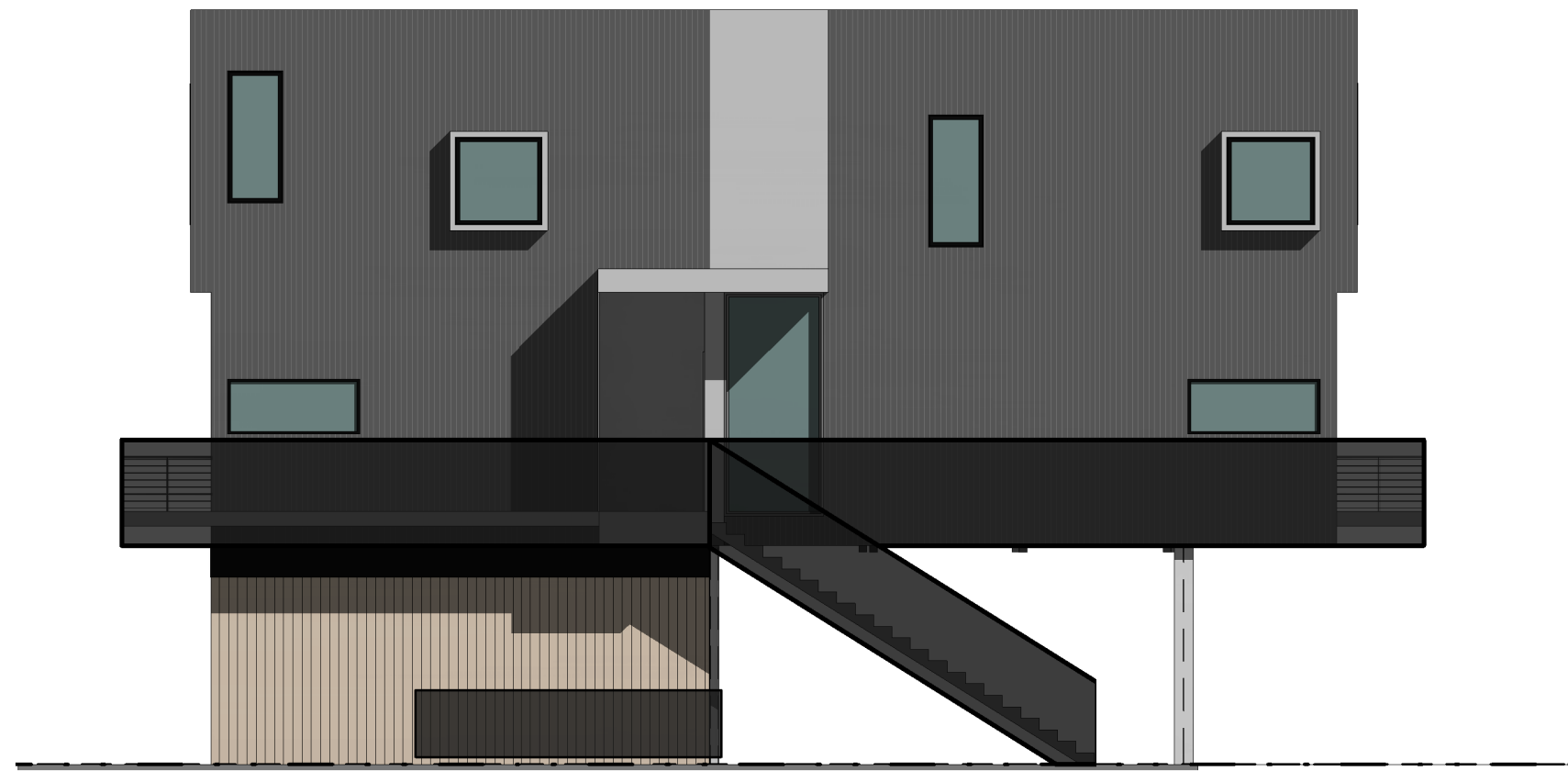


③ E Elevation  
1/8" = 1'-0"

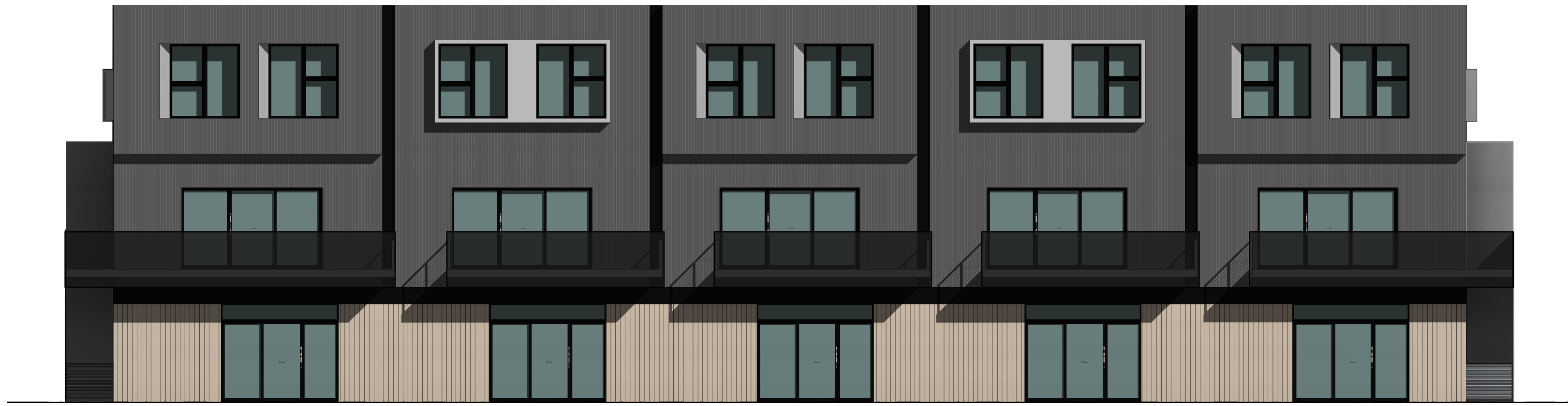


④ W Elevation  
1/8" = 1'-0"

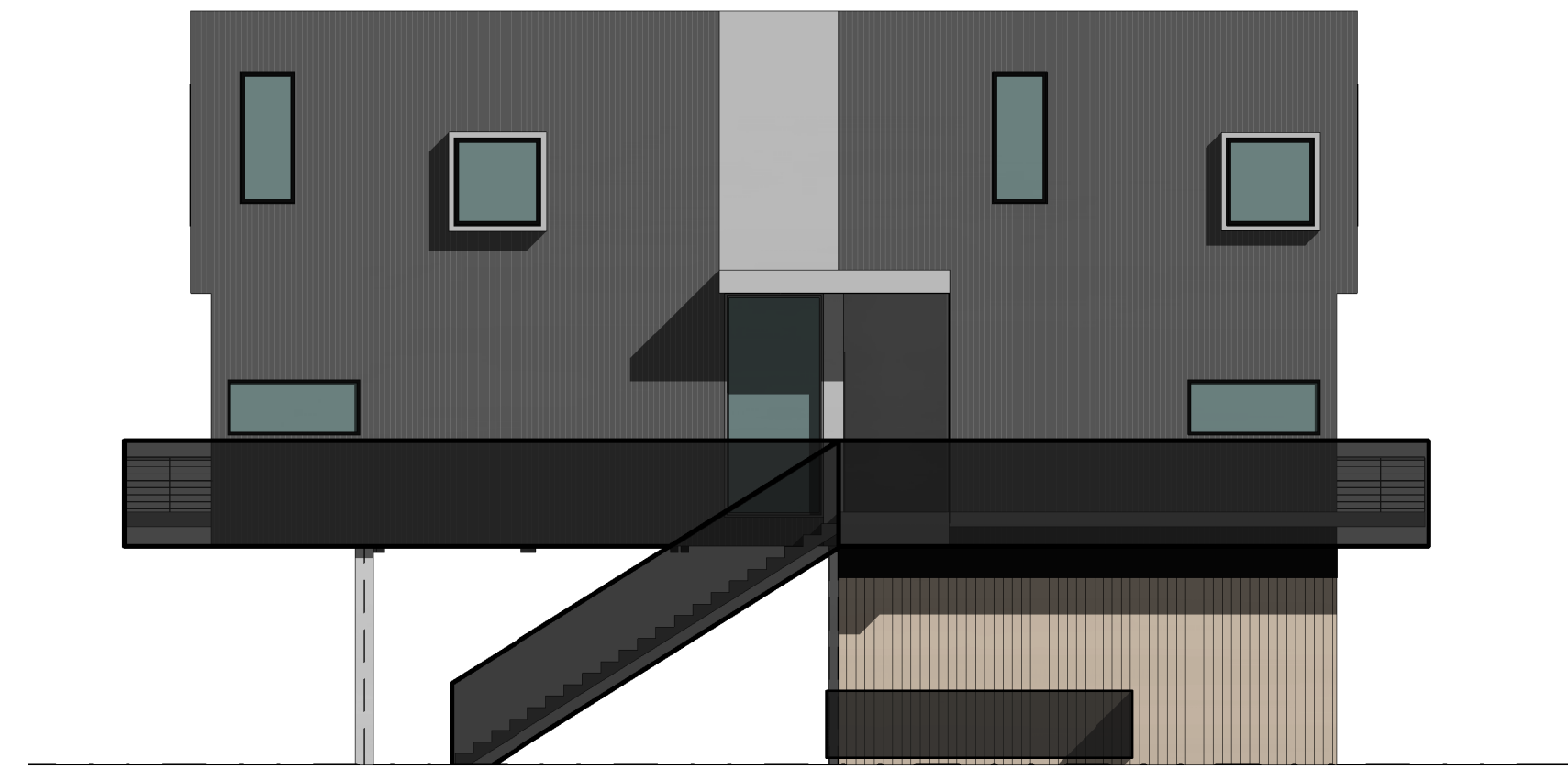




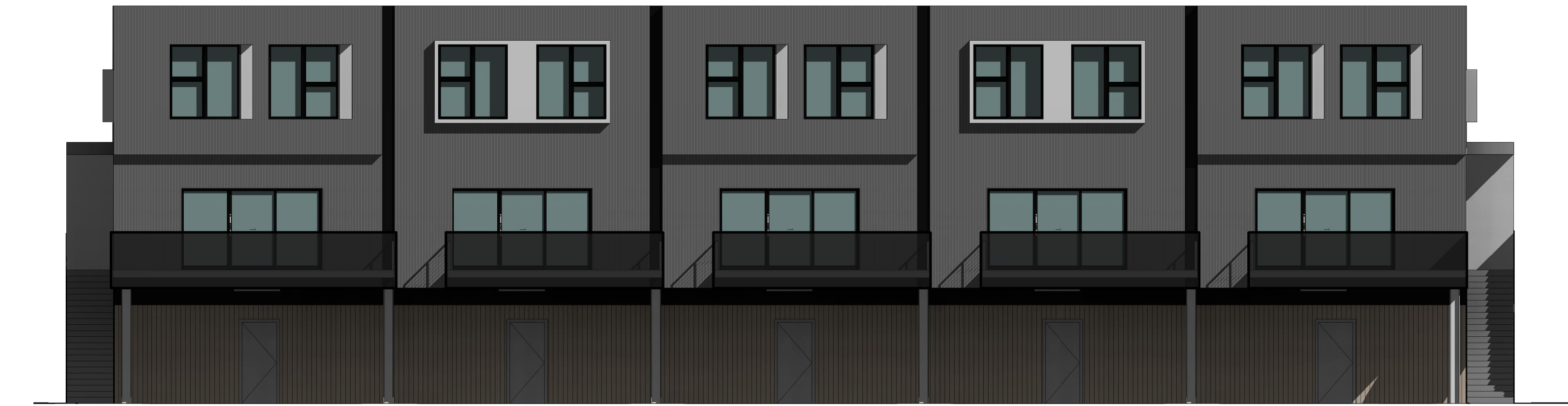
④ DP ELEVATION NORTH  
1/8" = 1'-0"



③ DP ELEVATION EAST  
1/8" = 1'-0"



② DP ELEVATION SOUTH  
1/8" = 1'-0"



① DP ELEVATION WEST  
1/8" = 1'-0"



## Karns Apartment Building

80 E KARNS AVE.  
JACKSON, WY 83001

Project Number: 2023  
Issue: DRC Submittal  
Date: 04/15/2022  
Drawn By: SRN  
Checked By: AJC

Revisions:  
# Rev. Date:

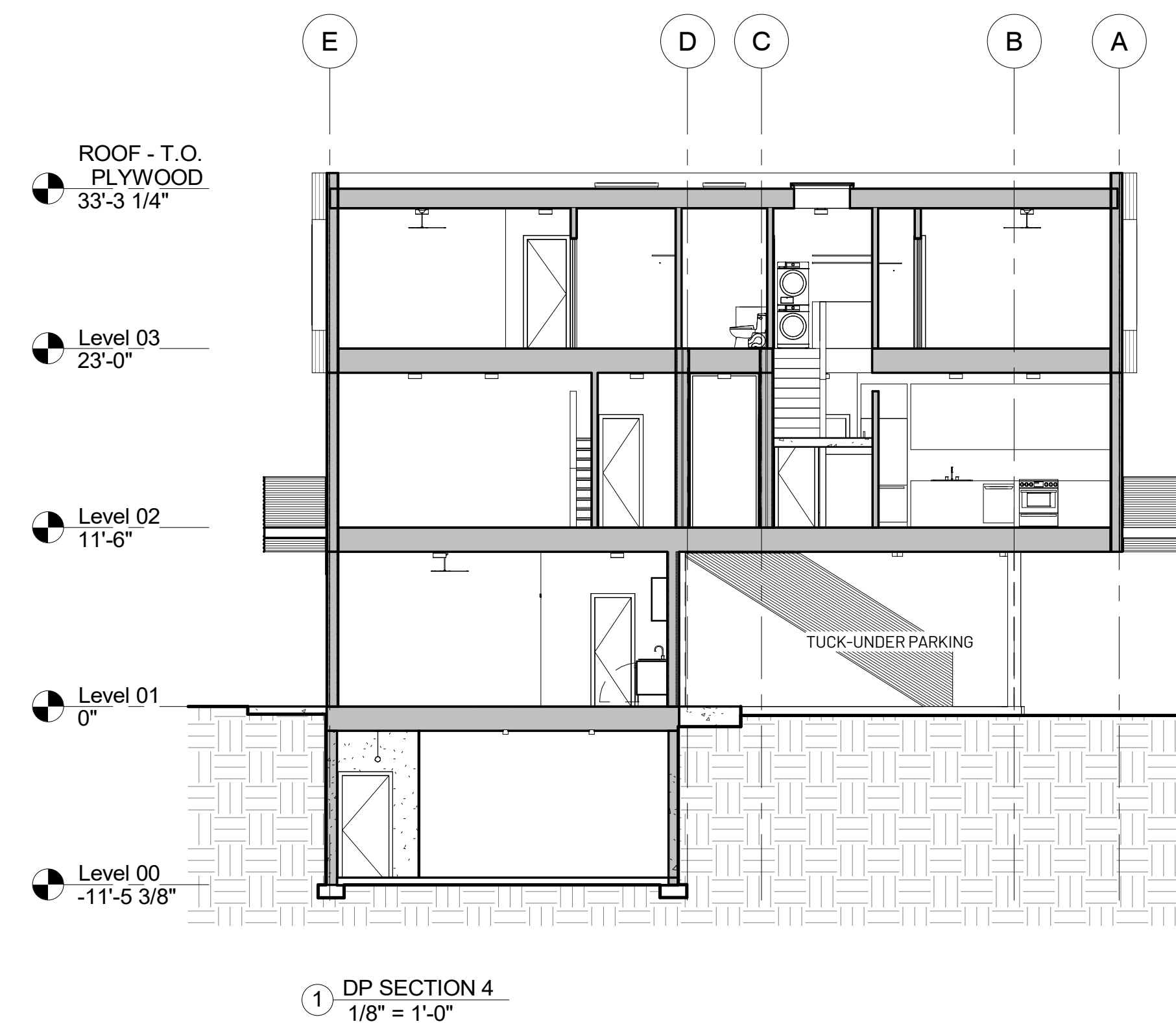
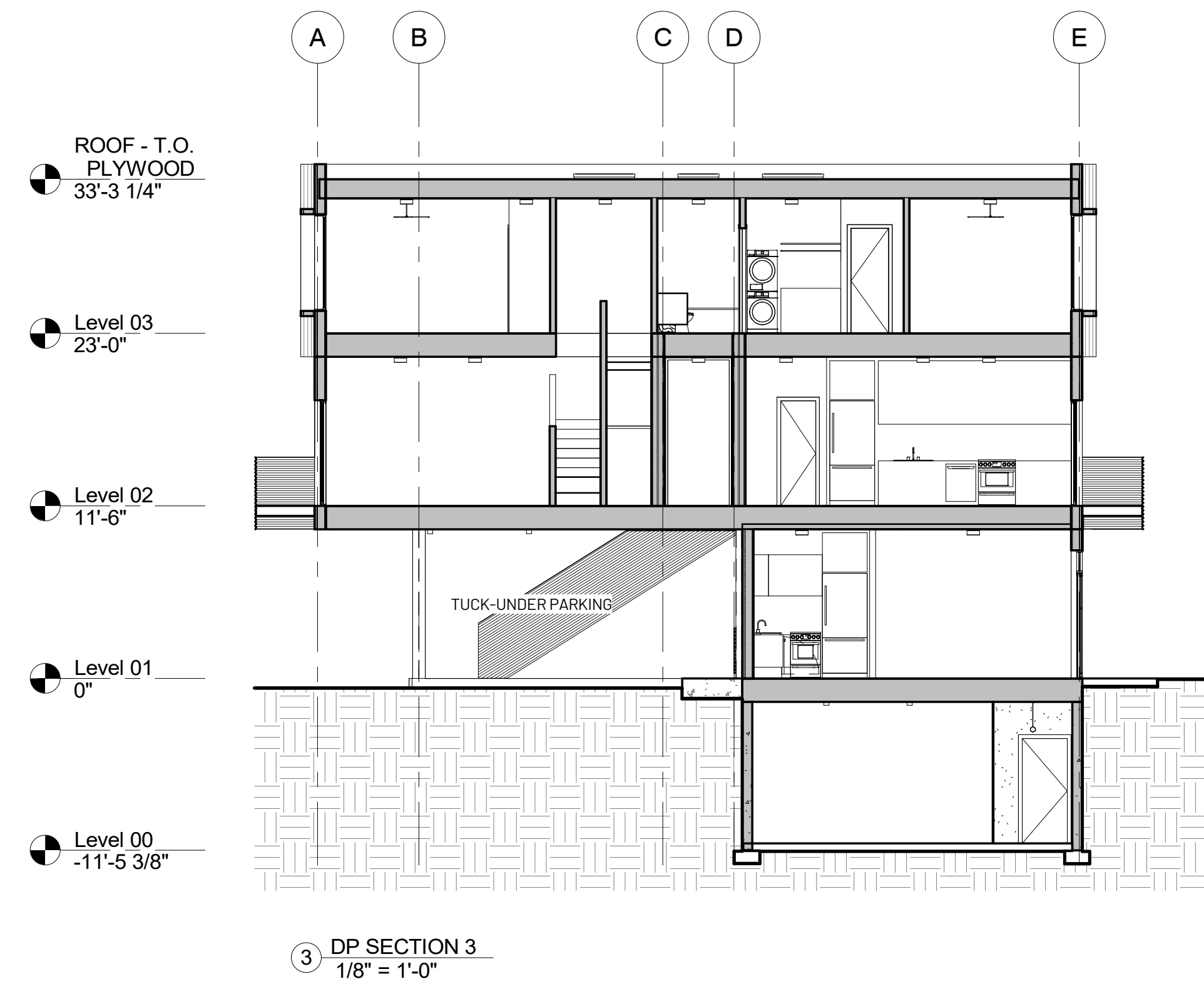
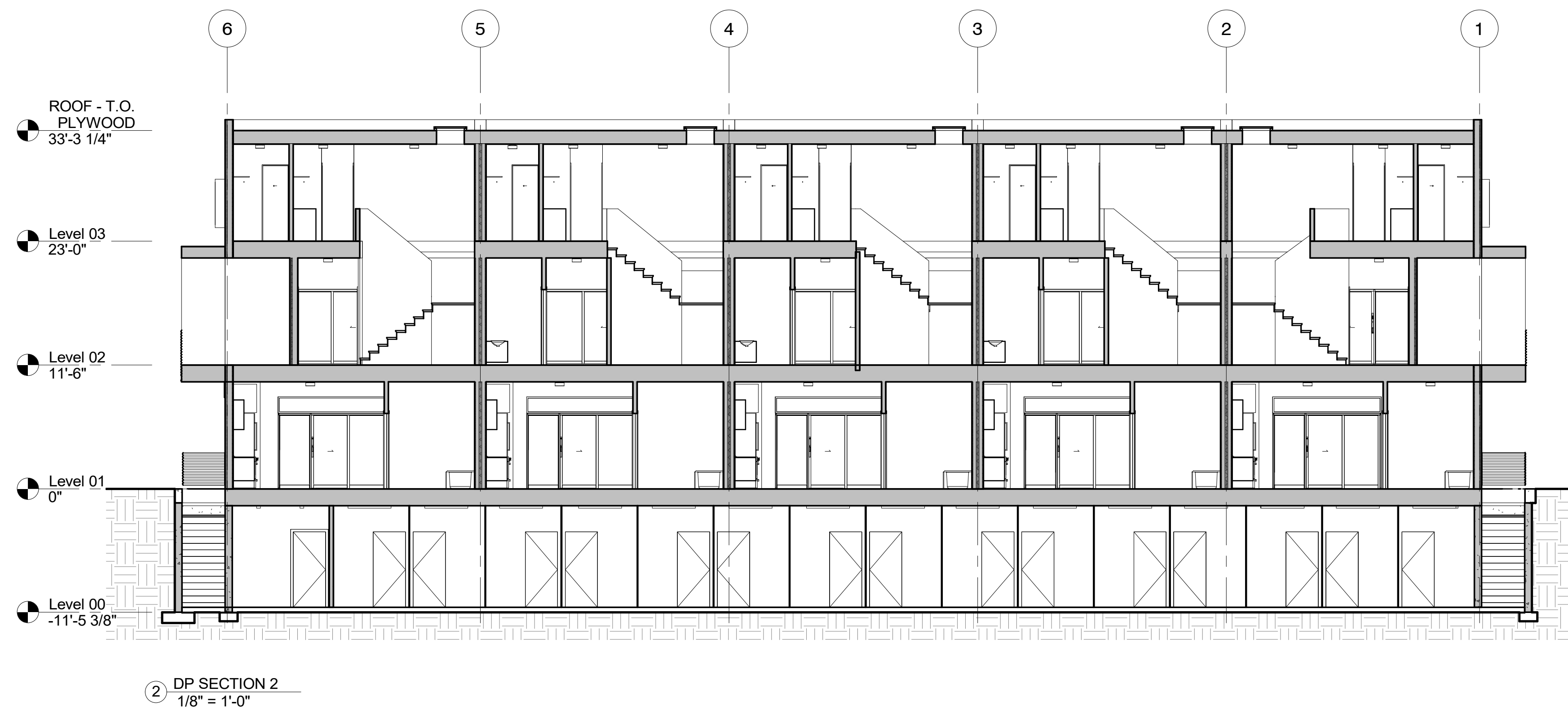
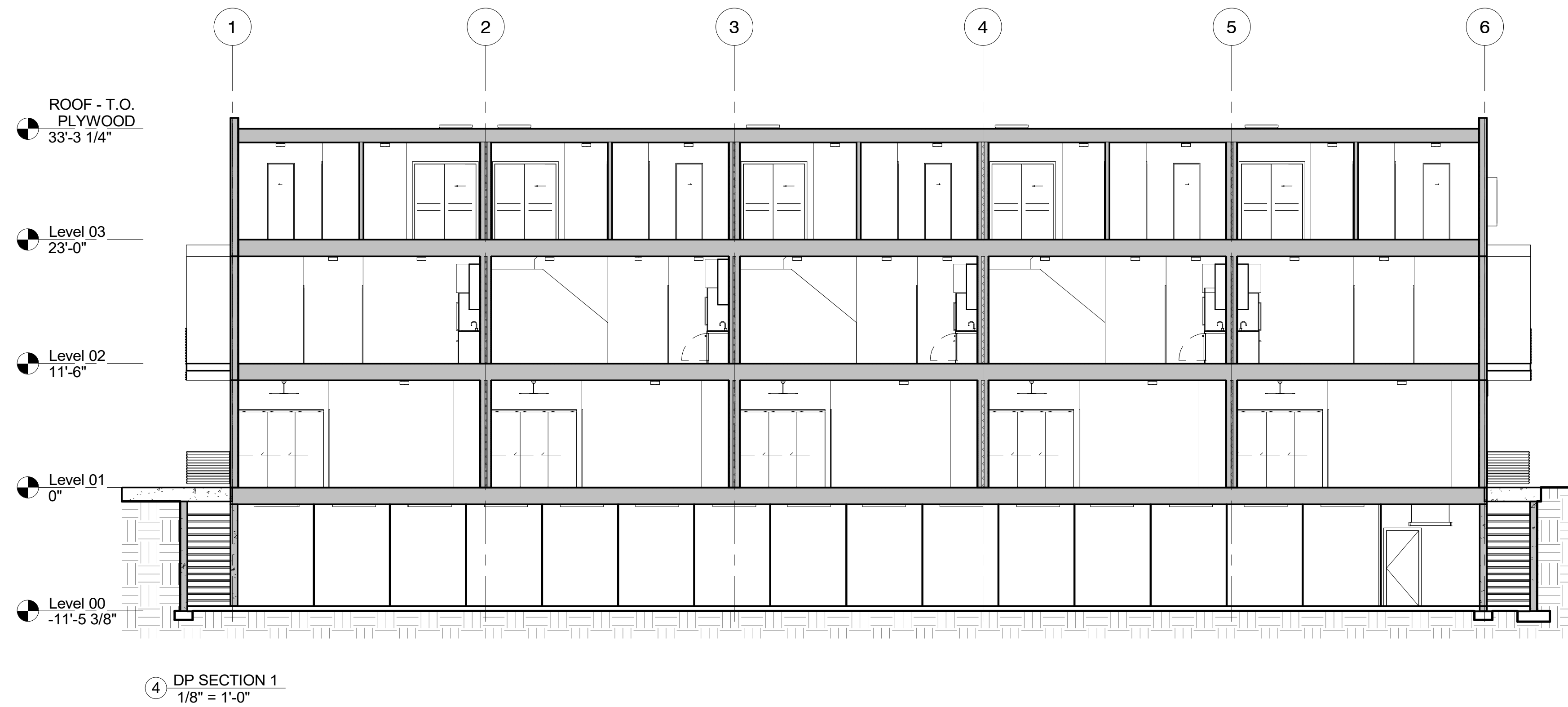
Sheet Title:

SECTIONS

# A-07

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View from E Karns Ave (parking side)



View from E Karns Ave and S King St.





## Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan (LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

### Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒  
If yes, explain and refer to the proper LDR \_\_\_\_\_  
\_\_\_\_\_
2. Are there credits associated with your development? Yes ☒ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR. \_\_\_\_\_  
Existing credits came from the single family home previously on the site.  
\_\_\_\_\_  
\_\_\_\_\_

### Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☒  
If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

**Housing Mitigation Requirements Calculator.** If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: [www.jacksonwy.gov/200/Planning](http://www.jacksonwy.gov/200/Planning) Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

- ☒ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

**Type of Affordable Housing Provided – Standard Restrictions.** (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms?  
Please complete the matrix below:

| Bedrooms  | 0 – 50% | 50% - 80% | 80% - 120% | Workforce | Ownership or Rental |
|-----------|---------|-----------|------------|-----------|---------------------|
| 1-bedroom |         |           |            | 3         | 2                   |
| 2-bedroom |         |           |            | 6         | 4                   |
| 3-bedroom |         |           |            |           |                     |

**Special Restriction.** The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link:  
[www.tetonwyo.org/1856/Deed-Restriction-Templates](http://www.tetonwyo.org/1856/Deed-Restriction-Templates) .

☐ I have attached a draft of the Standard Restrictions for each unit.

**Livability Standards** (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link:  
[www.tetonwyo.org/1332/Housing-Rules-and-Regulations](http://www.tetonwyo.org/1332/Housing-Rules-and-Regulations) .

☒ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

**Method for Providing Required Housing** (LDR 6.3.5):

One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☐ I have attached a detailed explanation of my proposed method of providing Required Housing.

**Phasing Plan** (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☐ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.



Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

| Existing Use (Sec. 6.3.2.A)                | Housing Requirement (Sec. 6.3.3.A)                      | Use Size: bedrooms | Use Size: habitable sf | Use Quantity | Housing Required |
|--------------------------------------------|---------------------------------------------------------|--------------------|------------------------|--------------|------------------|
| Detached Single-Family Unit (Unrestricted) | $0.000017 * sf + (Exp(-15.49 + 1.59 * Ln(sf))) / 2.176$ |                    | 1800                   | 1            | 0.044            |
| Mobile Home                                | exempt                                                  |                    |                        |              | 0.000            |
|                                            |                                                         |                    |                        |              |                  |
|                                            |                                                         |                    |                        |              |                  |
|                                            |                                                         |                    |                        |              |                  |

Existing Workforce Housing Credit0.044

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

| Proposed Use                 | Housing Requirement (Sec. 6.3.3.A)                      | Use Size: bedrooms | Use Size: habitable sf | Use Quantity | Housing Required |
|------------------------------|---------------------------------------------------------|--------------------|------------------------|--------------|------------------|
| Apartment (Unrestricted)     | $0.000017 * sf + (Exp(-14.17 + 1.59 * Ln(sf))) / 2.176$ | 1                  | 497                    | 2            | 0.029            |
| Apartment (Unrestricted)     | $0.000017 * sf + (Exp(-14.17 + 1.59 * Ln(sf))) / 2.176$ | 2                  | 1084                   | 4            | 0.160            |
| Workforce Housing Bonus Unit | exempt                                                  |                    |                        | 9            | 0.000            |
|                              |                                                         |                    |                        |              |                  |
|                              |                                                         |                    |                        |              |                  |

Affordable Workforce Housing Required:0.146 units

Fee-in-Lieu Amount:\$39,747.46

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).



## Livability Standards Questionnaire

### Housing Mitigation Plan

Development Name Karns Apartment Building  
Physical Address 80 E Karns  
Owner Name Teton County Hospital District DBA St. John's Medical Center - John Kren CFO  
Owner Phone 307.739.4996 E-mail \_\_\_\_\_  
Applicant/Agent Name Dynia Architects  
Applicant/Agent Phone 303-339-9910 E-mail shannon@dynia.com  
Primary Contact: \_\_\_\_\_ Owner X Applicant/Agent

**Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.**

#### Unit Type:

Number of bedrooms 1 Square Feet 480 Ownership ☐ Rental ☒

#### Kitchen

Lineal feet of base cabinets 6'-2" Lineal Feet of upper cabinets 14'-8"  
Continuous Lineal feet of countertops 3'-3" Countertop Material MSI QUARTZ  
Sink width 24" Range/Oven width 24" Refrigerator cubic feet \_\_\_\_\_  
Dishwasher width 18" Garbage Disposal? Yes ☐ No ☐  
List other appliances provided Washer / Dryer  
List Warranties on appliances (years): Range/Oven TBD Refrigerator TBD Dishwasher TBD  
Garbage Disposal ☒ Other \_\_\_\_\_

#### Bathrooms

Number of bathrooms \_\_\_\_\_ Does at least one bathroom contain the following?

Toilet ☒ Bathtub ☒ Shower ☒ Sink ☒

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided Under sink cabinetry. Approximately 5.5 sf of storage

### Closets and Storage Areas

Does each bedroom have a closet? Yes ☒ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☒ No ☐

Bedroom closet width: bedroom 1 5'-2" bedroom 2 N/A bedroom 3 N/A

Bedroom closet height: bedroom 1 7'-0" bedroom 2 N/A bedroom 3 N/A

Does the entryway have a closet? Yes ☐ No ☒ If no, describe how adequate storage for coats, shoes/boots is being provided N/A

Linen closet width: Linen closet 1 5'-2" Linen closet 2 N/A

Additional storage square feet 109 SF

Describe how additional storage requirement is being met Each unit has additional storage in the lower level of the building.  
Each storage space is either 82 SF or 109 SF.

Closet door type (doors not required on interior storage) (3) 2'-6" Telescoping wood panels

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

### Floor Coverings

Describe floor covering material:

Living room Shaw Vinyl Tile Bedroom(s) Carpet

Kitchen Shaw Vinyl Tile Bathroom(s) Shaw Vinyl Tile

Warranty for each flooring type Shaw Industries, Inc (Shaw) warrants the Shaw LVP / LVT floor products to be free from manufacturing defects for a specified length of time from the date of purchase. See Manufacturing standards for warranty details.

### Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 8'-4" Dining 7'-7"

Bedroom 1 8'-5" Bedroom 2 N/A Bedroom 3 N/A

Functional Furniture Placement diagram attached? Yes ☒ No ☐

### Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☒ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Each unit is divided by a double framed interior party wall packed with wool insulation.

What is the Sound Transmission Class (STC) rating on all windows? TBD

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? OWNER PROVIDED

### Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☒ No ☐

### Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 6 years

Size of hot water heater 50 GAL

### Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. There will be additional storage space provided in the lower basement level of the building

Describe creative shelving N/A

Describe laundry area Each laundry area consists of a vertically stacked washer and dryer with an 18" depth wall mounted shelf and rod underneath. Laundry for the studio units is located within the closet. Laundry for the two bedroom units is located in a shared space on the upper level.

Describe extra storage for recreational equipment The additional storage space in the lower level provides ample amount of storage for recreational equipment along with other items. Each unit enjoys either 83 sf or 109 SF storage space.

Describe extra cabinetry N/A

Describe extra closets N/A

Please attach additional pages if needed.



## Livability Standards Questionnaire

### Housing Mitigation Plan

Development Name Karns Apartment Building

Physical Address 80 E Karns Ave. Jackson, Wy 83001

Owner Name \_\_\_\_\_

Owner Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Applicant/Agent Name Dynia Architects

Applicant/Agent Phone 303-339-9910 E-mail shannon@dynia.com

Primary Contact: \_\_\_\_\_ Owner X Applicant/Agent

**Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.**

#### Unit Type:

Number of bedrooms 2 Square Feet 972 Ownership ☐ Rental ☒

#### Kitchen

Lineal feet of base cabinets 7'-0" Lineal Feet of upper cabinets 14'-8"

Continuous Lineal feet of countertops 3'-1" Countertop Material MSI QUARTZ

Sink width 26" Range/Oven width 30" Refrigerator cubic feet \_\_\_\_\_

Dishwasher width 24" Garbage Disposal? Yes ☒ No ☐

List other appliances provided Washer / Dryer

List Warranties on appliances (years): Range/Oven TBD Refrigerator TBD Dishwasher TBD

Garbage Disposal ☒ Other \_\_\_\_\_

#### Bathrooms

Number of bathrooms \_\_\_\_\_ Does at least one bathroom contain the following?

Toilet ☒ Bathtub ☒ Shower ☒ Sink ☒



Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided Under sink cabinetry. Approximately 5.5 sf of storage

### Closets and Storage Areas

Does each bedroom have a closet? Yes ☒ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☒ No ☐

Bedroom closet width: bedroom 1 6'-5" bedroom 2 6'-5" bedroom 3 N/A

Bedroom closet height: bedroom 1 7'-0" bedroom 2 7'-0" bedroom 3 N/A

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided There is under stair storage right at the entry that can be used to store coats, boots, and other things.

There is also additional storage by the laundry on the top floor between bedrooms. Each unit also includes a storage unit that is 83 sf or 109 sf

Linen closet width: Linen closet 1 3'-0" Linen closet 2 3'-10"

Additional storage square feet 109 SF

Describe how additional storage requirement is being met Each unit has additional storage in the lower level of the building.

Each storage space is 109 SF. In addition to the storage mentioned above, each bedroom has a spacious closet. One bedroom has a walk in closet that is 34 SF.

Closet door type (doors not required on interior storage) Under stair storage is closed off by a typical swing door.

The walk in closet has a pocket door and the other bedroom has a double sliding 2 panel wood door.

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

### Floor Coverings

Describe floor covering material:

Living room Shaw Vinyl Tile Bedroom(s) Carpet

Kitchen Shaw Vinyl Tile Bathroom(s) Shaw Vinyl Tile

Warranty for each flooring type Shaw Industries, Inc (Shaw) warrants the Shaw LVP / LVT floor products to be free from manufacturing defects for a specified length of time from the date of purchase. See manufacturing standards for warranty details

### Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 5'-8" Dining 10'-2"

Bedroom 1 10'-10" Bedroom 2 10'-10" Bedroom 3 N/A

Functional Furniture Placement diagram attached? Yes ☒ No ☐

### Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☒ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Each unit is divided by a double framed interior party wall packed with wool insulation.

What is the Sound Transmission Class (STC) rating on all windows? TBD

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? Owner Provided

### Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☒ No ☐

### Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 6 years

Size of hot water heater 50 gal

### Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. There will be additional storage space provided in the lower basement level of the building. The two bedroom units also have additional storage under the stairs.

Describe creative shelving N/A

Describe laundry area Each laundry area consists of a vertically stacked washer and dryer with an 18" depth wall mounted shelf and rod underneath. The laundry for the two bedroom units is located just outside of the bedrooms in a shared space.

Describe extra storage for recreational equipment The additional storage space in the lower level provides ample amount of storage for recreational equipment along with other items. Each unit enjoys either 83 sf or 109 SF storage space.

Describe extra cabinetry N/A

Describe extra closets N/A

Please attach additional pages if needed.

May 19, 2022

## **Construction Management Plan: 80 E. Karns, WY 83001**

### Project Scope:

The 80 E. Karns project will consist of building a three-story 13,000 square foot 15-unit apartment complex. Apartments will consist of both 1- and 2-bedroom residences, final height of building will be 35' 0". The estimated start of construction activities is October 2022 with an anticipated project duration of 15 months, and an expected completion in December of 2023. This construction management and staging plan will cover the project from mobilization to Certificate of Occupancy. All of the construction activities will be delegated to the site only apart from the domestic water tie-in at E. Karns Av., and the Sanitary Sewer tie-in at the alley. Both of these activities are expected to take a total of 3 days each.

### Public Impact:

Shaw will coordinate with Town of Jackson (TOJ) to identify the properties and businesses most impacted by the construction to create an email contact list, to provide information as the project schedule and work. This list is attached at the end of this submission and includes the TOJ Engineering Division. Shaw will work to minimize any effect on adjacent properties by maintaining proactive communication including giving a minimum 48-hour notice of any closures and after-hours work. The owner and Shaw are aware that the right-of-way (R.O.W.) is a shared public use area, including community special events, town capital improvement projects, and will coordinate with TOJ and neighbors to accommodate these events. During domestic water tie-in along E. Karns Ave., pedestrian traffic will be rerouted to opposite side of street with temporary signage at intersections and property boundaries. The inconvenience to pedestrian traffic will be minimal as these areas already lack proper sidewalks. Building lot size is anticipated to handle construction parking without encroachment onto the surrounding streets.

### Construction Parking:

Shaw shall implement a clear and self-enforcing construction parking plan that does not use/or encumber downtown on-street and/or public parking lot parking spaces. Employee or Contractor parking within the time restricted parking zones, the Home Ranch, East Deloney, Miller Park and/or the Parking Garage lots is not allowed. The lot at 80 E. Karns will be utilized for parking of Contractors and Shaw Employees. Contractor will encourage carpooling and bus riding, and when possible, provide shuttles into the project. See attached site logistics plan for subcontractor parking availability and lay-down/staging locations.

Site Logistics, General Staging Plan:

The attached site logistics plan indicates the location of the site office, construction parking and staging as well as concrete washout and restrooms. Throughout the entirety of the project, lay-down and staging as well as construction parking will be maintained on site. Enclosed containers may be utilized to store construction materials on site.

The entire site will be surrounded by temporary metal construction fence with fabric screen. The fence will be placed at the edge of the curb and gutter on Karns and King Streets and the south and west property lines of the site. Construction vehicle access will be provided on the south side from the alley with a locked gate. All vehicle gates will include vehicle tracking control pads as needed and a skid steer with sweeper attachment will be utilized to maintain clean roads. Throughout all stages, trucks arriving or leaving site will utilize the town truck route.

Construction work hours, unless by special exception, will be Monday-Friday 7AM-7PM and 8AM-5PM during weekends and holidays.

Stages of Construction:

1. *Site Prep:* This stage includes the rough lot grading, foundation, and stormwater excavation as well as any required utility trenching to bring utilities to the site or exposure of existing utilities. The stabilized construction entrance to site will be on the south side of the lot from the alley.
2. *Concrete & Vertical Construction Stage:* This stage includes the cast-in-place concrete foundation and vertical framing and construction. During this stage, a mobile crane will be utilized to place roof trusses. Picks are not allowed adjacent to areas open to public unless they are within a fenced construction area. Cranes will be operated by certified operator and follow industry and OSHA standards. Vehicle entrance will be from the south at the alley.
3. *Site Work & Finishes Stage:* This stage includes the site work (sidewalk, curb, and gutter, asphalt paving and landscaping) as well as exterior and interior finishes.

Parking, Street, and Alley Encroachments:

Due to the lot size and lay of the building, it is anticipated that site logistics for this project will not require portions of the adjacent street travel lanes, public alley, and parking spaces to be occupied by construction equipment or staging at different times during the project. During the intermittent alley encroachment Shaw will coordinate with Town officials and adjacent property owners to minimize the impact for any of these encroachment activities and will ensure all Town rules and permitting procedures are properly followed. All staging and storing of materials on site, will be located free and clear of all public utility fixtures with clear and unobstructed access to all public fire & life safety systems. All necessary permits will be obtained prior to any closures, including a traffic control plan.

**Shaw Wyoming**  
460 South Cache  
Jackson, WY 83001  
**TEL:** 303-733-8401



Stormwater Management:

All on site stormwater will be routed to the stormwater detention area/Sediment Basin (SB) as shown on the Site Logistics Plan. Stormwater inlets in the streets will be protected with Wattle Dikes (WD). BMPs such as silt fence (SF), Vehicle Tracking Control Pad (VTC), and Concrete Washout Area (CWA) will be implemented. All stormwater will be contained to the site with no runoff or outfalls. Temporary toilets will be properly bedded and staked. Gas, diesel, and oils will be stored in proper containment vessels.

Snow Removal:

Snow removal within the property will be collected and relocated to the storm water detention basin. Any snow that accumulates along property margins, will be removed after city plows have been through and the snow has accumulated enough to restrict the site access. Shaw will have the snow removed as needed in the alley as it is plowed in coordination with the TOJ plowing efforts to keep our fencing areas clear and accessible for either on street parking or access to the job site. Site barriers shall not interfere with Town snow removal.



**Shaw Wyoming**  
460 South Cache  
Jackson, WY 83001  
**TEL:** 303-733-8401



Neighborhood Contact List

Business/Property Name

Contact Name

Phone

Email

67 Snow King Ave.

60 E. Karns Ave.

65 E. Karns Ave.

75 E. Karns Ave.

110 E. Karns Ave.

Snow King Motel

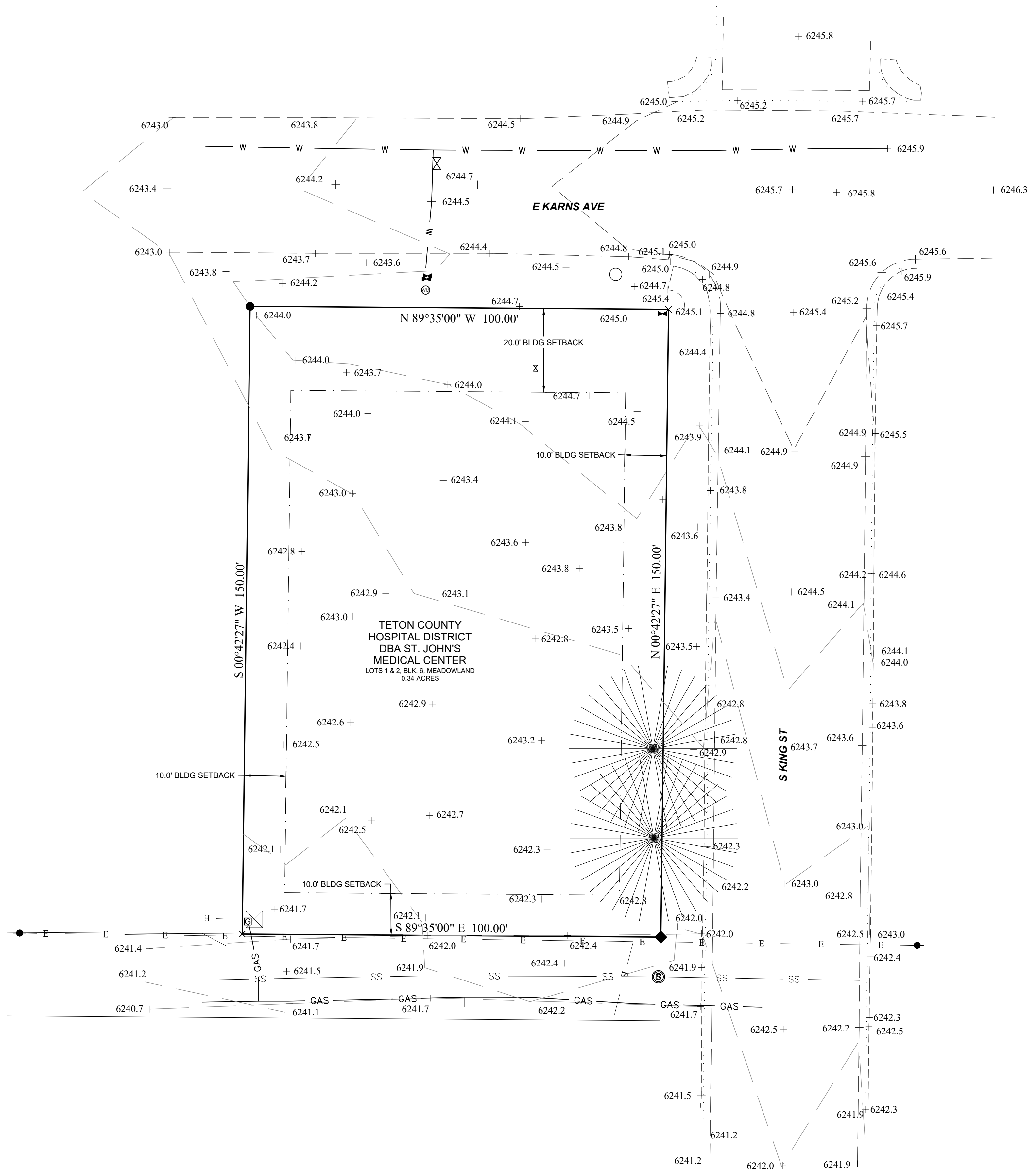
Town of Jackson

[townengineering@jacksonwy.gov](mailto:townengineering@jacksonwy.gov)









GENERAL NOTES:

- PARCELS CONTAIN 0.34 ACRES+/- AND IS IDENTIFIED PER TETON COUNTY WYOMING TAX RECORDS AS PARCEL NUMBER 22-41-16-34-2-38-001.
- SITE DATA:
  - GROSS SITE AREA = 0.34 AC
  - PRIMARY BUILDING SETBACKS:

|                       |       |
|-----------------------|-------|
| 2.2.1. STREET:        | 20-FT |
| 2.2.2. SIDE INTERIOR: | 10-FT |
| 2.2.3. REAR:          | 10-FT |
  - FLOOR AREA PER NEIGHBORHOOD HIGH DENSITY 1 (NH-1) ZONE:

|                                |                       |
|--------------------------------|-----------------------|
| 2.3.1. MAX ALLOWED FLOOR AREA: | REF LDR SECTION 7.8.4 |
|--------------------------------|-----------------------|
  - SITE DEVELOPMENT:

|                                      |                                                                        |
|--------------------------------------|------------------------------------------------------------------------|
| 2.4.1. MAX ALLOWED SITE DEVELOPMENT: | 0.21 OR 3,150-SQFT OF WHICH 70% MUST OCCUR WITHIN FRONT 1/3 OF THE LOT |
|--------------------------------------|------------------------------------------------------------------------|
- REFER TO GEOTECHNICAL ENGINEERING REPORT FROM SCG, DATED 8/12/20 FOR EXISTING SUBSURFACE CONDITIONS, FOUNDATION DESIGN CRITERIA AND CONSTRUCTION RECOMMENDATIONS. TEST PIT LOCATIONS ARE SHOWN ON THIS SHEET.

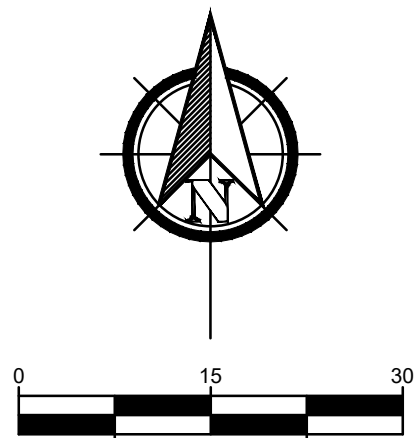
LEGEND

SOME LINE TYPES MAY NOT APPEAR ON MAP

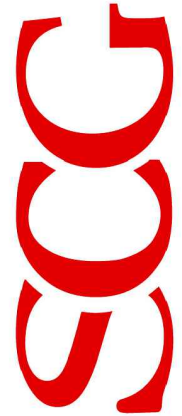
- |  |                                     |
|--|-------------------------------------|
|  | BOUNDARY LINE                       |
|  | ADJOINING BOUNDARY LINE             |
|  | E OVERHEAD POWER LINE               |
|  | PWR UNDERGROUND POWER LINE          |
|  | GAS UNDERGROUND GAS                 |
|  | COMM UNDERGROUND TELECOMMUNICATIONS |
|  | W UNDERGROUND WATER                 |
|  | SS SANITARY SEWER LINE              |
|  | EDGE OF GRAVEL                      |
|  | EDGE OF ASPHALT                     |
|  | EDGE OF CONCRETE                    |
|  | EDGE OF WATER                       |
|  | FLOW LINE                           |
|  | MAJOR CONTOUR 5-FT                  |
|  | MINOR CONTOUR 1-FT                  |

SURVEY NOTES

- FIELD WORK WAS PERFORMED ON OCTOBER 24, 2020 AND MAY NOT REFLECT CHANGES AFTER THAT DATE.
- UNDERGROUND UTILITIES MAPPED AS SHOWN HEREON WERE MARKED BY WYOMING DIG LINE 811. BADGER AERIAL MAPPING AND SURVEYING DOES NOT ASSUME LIABILITY FOR MARKING BY OTHERS.
- BOUNDARY INFORMATION SHOWN IS TAKEN FROM MEADOWLAND ADDITION TO THE TOWN OF JACKSON, PLAT NO. 127 RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY WYOMING.
- THE BASIS OF BEARING IS GRIND NORTH WYOMING WEST STATE PLANE NAD 83 SCALED TO GROUND.
- VERTICAL DATUM IS NAVD88.



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P.O. Box 6482 • 2100 Wilson Road  
Jackson, WY 83002 • Jackson, WY 83001  
www.scgengineering.com • 307.413.4399

PROJECT TITLE:  
80 E KARNIS HOUSING  
LOT 1&2 BLK 6 MEADOWLAND  
80 E KARNIS AVE  
TOWN OF JACKSON, WY

DRAWING TITLE:  
EXISTING CONDITIONS  
SITE PLAN

| REV. | DESCRIPTION:         | DATE:   | BY: |
|------|----------------------|---------|-----|
| A    | FOR DEVELOPMENT PLAN | 5/26/22 | RS  |
| B    | 50% CD               | 8/19/22 | RS  |

CHECKED BY: RS  
PROJECT NO. 245-20-1

SCALE:  
1"=15'  
(24"x36" SHEET)

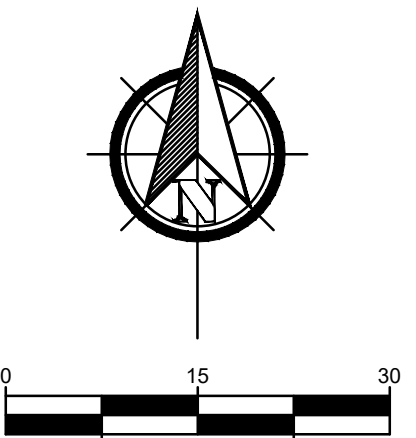
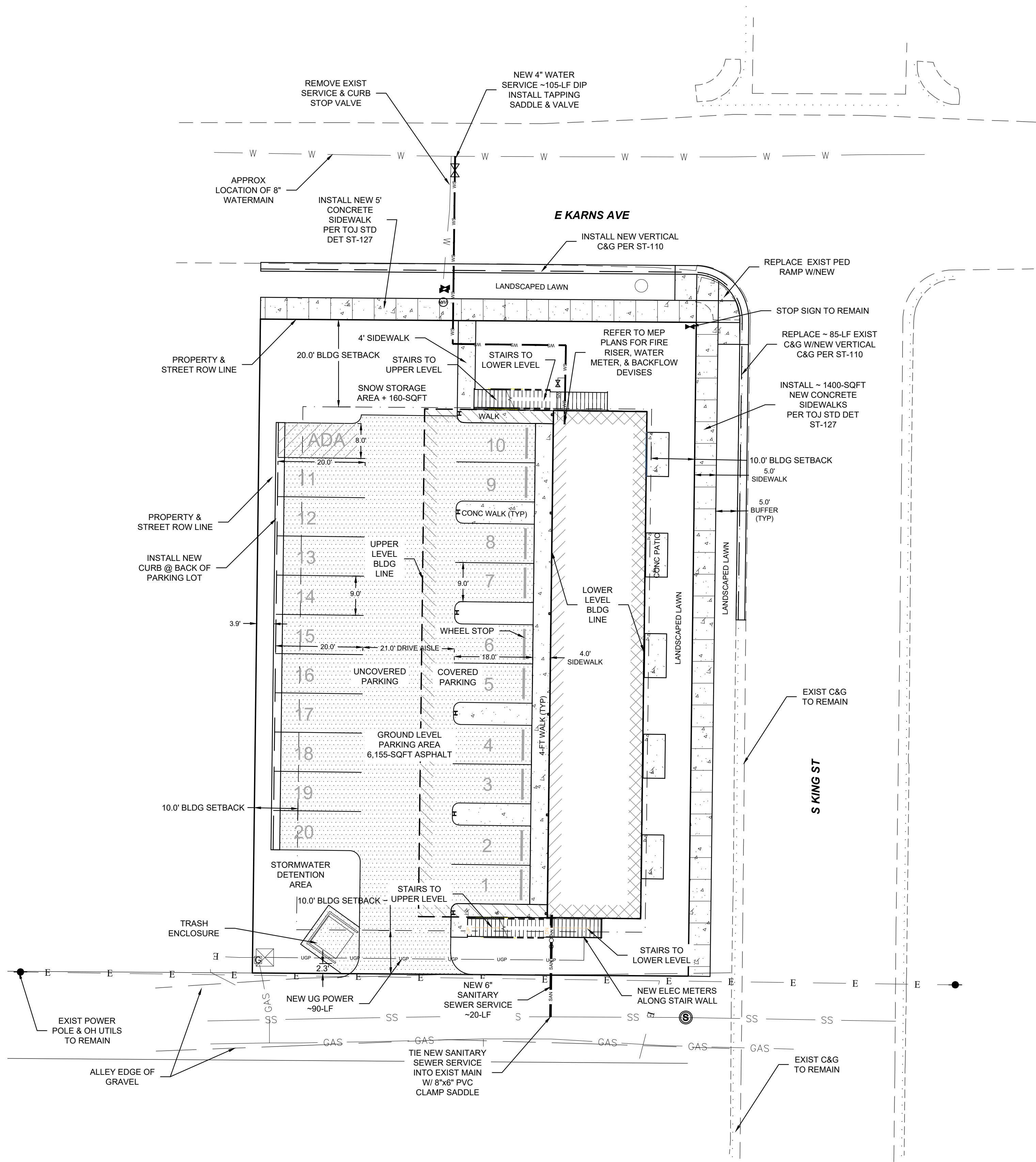
SHEET NO.

C1



GENERAL PROJECT NOTES:

1. THE PROJECT WORK SHALL CONFORM TO THE SPECIFICATIONS DEFINED WITHIN THESE DRAWINGS ALONG WITH WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS) AND FEDERAL REGULATIONS.
2. CONTRACTOR WILL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS, INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS.
3. CONTRACTOR IS TO KEEP CURRENT STAMPED PLANS AND TOWN OF JACKSON GRADING & EROSION CONTROL PERMIT ON JOBSITE AT ALL TIMES.
4. ALL WORK PERFORMED IS SUBJECT TO INSPECTION BY ENGINEER TO ENSURE COMPLIANCE WITH THE PROJECT SPECIFICATIONS AND THESE CONSTRUCTION DRAWINGS.
5. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK COMPLETED WITHOUT THE SUPERVISION OF THE PROJECT ENGINEER OR AUTHORIZED AGENT.
6. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK NOT SPECIFIED IN THESE CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ANY EXISTING PUBLIC AND PRIVATE UTILITIES. EXISTING UTILITIES HAVE BEEN LOCATED ON THE PLANS USING THE BEST AVAILABLE INFORMATION AND THROUGH FIELD SURVEY. CALL 811 FOR LOCATES.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE CONFINEMENT OF THE WORK TO THE LIMITS SHOWN ON THE DRAWINGS. ANY ADJACENT AREAS THAT ARE DISTURBED WILL BE RESTORED TO THE ORIGINAL CONDITION AS DIRECTED BY THE ENGINEER OR GOVERNING BODY.
9. THE CONTRACTOR IS RESPONSIBLE FOR RESETTling ALL LAND MONUMENTS DISRUPTED BY CONSTRUCTION ACTIVITIES OR BY NEGLIGENCE ON THE PART OF CONTRACTOR.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS DISCOVERED WITHIN THE DRAWINGS AND SPECIFICATIONS PRIOR TO COMMENCEMENT OF THE WORK SHOWN. REVISIONS OR CORRECTIONS TO THE DRAWINGS MUST BE ACCEPTED AND APPROVED BY THE ENGINEER IN WRITING BEFORE THE AFFECTED WORK IS STARTED. FIELD CHANGES MADE WITHOUT WRITTEN CONSENT FROM THE ENGINEER WILL BE SUBJECT TO REJECTION AND REPLACEMENT IN ACCORDANCE TO THESE GENERAL SPECIFICATIONS.
11. REFER TO ARCHITECTURAL PLANS AND DETAILS BY DYNIA ARCHITECTS.
12. FINAL LANDSCAPE AND IRRIGATION PLAN BY CAIRN LANDSCAPE ARCHITECTS.
13. CERTIFICATE OF PLACEMENT REQUIRED FOR ALL STRUCTURES.
14. CONTRACTOR SHALL PREVENT TRACKING OF DIRT/MUD ONTO THE STREET.
15. REFER TO GEOTECHNICAL INVESTIGATION REPORT BY SCG, 8/12/2020.
16. INSTALL CONSTRUCTION FENCING AROUND PERIMETER OF PROPERTY WITH ACCESS GATE(S) IN ACCORDANCE WITH APPROVED CONSTRUCTION MANAGEMENT PLAN.
17. REFER TO CONSTRUCTION MANAGEMENT PLAN BY SHAW CONSTRUCTION FOR THE LOCATIONS OF MATERIAL AND EQUIPMENT STORAGE AND SOIL STOCKPILE LOCATIONS.
18. CONTRACTOR TO SUBMIT A CONSTRUCTION-STAGING NARRATIVE TO TOJ ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
19. SITE DEVELOPMENT:
  - 19.1. ALLOWABLE = 3,150-SQFT
    - 19.1.1. 70% IN FRONT  $\frac{1}{3}$  OF LOT = 2,205-SQFT
  - 19.2. PROPOSED = 4,473.5-SQFT > 3,150-SQFT
    - 19.2.1. IN FRONT  $\frac{1}{3}$  OF LOT = 2,300.5-SQFT > 2,205-SQFT
20. SCHEDULE OF LAND DISTURBING ACTIVITIES:
  - 20.1. EXCAVATE BUILDING FOUNDATION & INSTALL UTILITIES: FALL 2022
  - 20.2. CONSTRUCT BUILDING: : FALL 2022 - SPRING 2024
  - 20.3. FINAL SITE LANDSCAPING AND STABILIZATION: APRIL 2024
21. REFER TO SHEET C5 FOR ROADWAY & PARKING DETAILS



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PROJECT TITLE:  
80 E KARN'S HOUSING  
LOT 1&2 BLK 6 MEADOWLAND  
80 E KARN'S AVE  
TOWN OF JACKSON, WY

DRAWING TITLE:  
PROPOSED CONDITIONS  
SITE PLAN

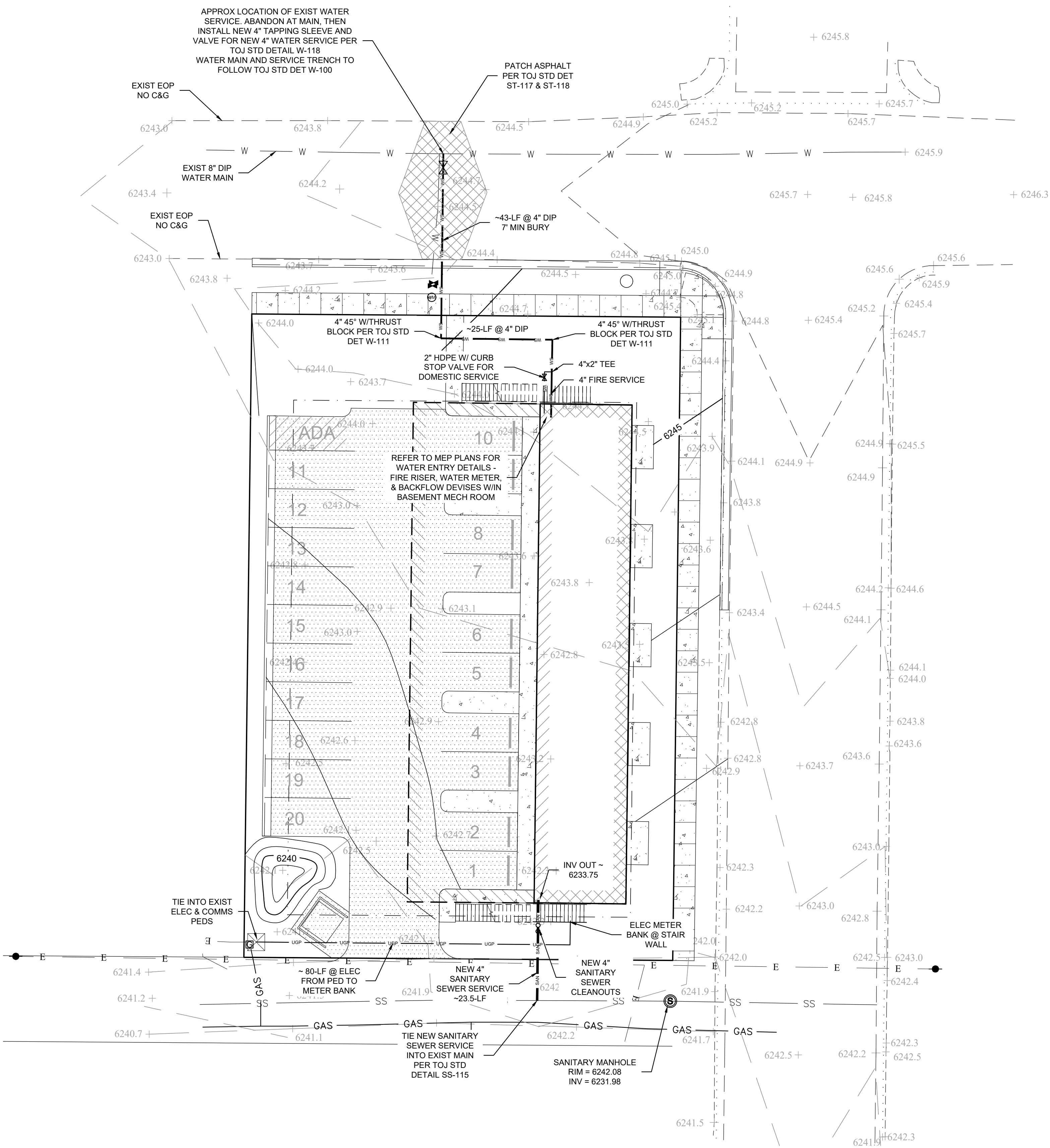
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|------|------------------------|---------|-----|
| REV. | DESCRIPTION:           | DATE:   | BY: |
| A    | FOR DEVELOPMENT PERMIT | 5/26/22 | RS  |
| B    | REVISED PER TOJ REVIEW | 8/11/22 | RS  |
| C    | 50% CD                 | 8/19/22 | RS  |

CHECKED BY: RS  
PROJECT NO. 245-20-1

SCALE:  
1"=15'  
(24"x36" SHEET)

SHEET NO.  
C2





## UTILITY NOTES:

1. ALL PROPOSED UTILITIES SHOW WITHIN THE PROPERTY BOUNDARY WILL BE PRIVATELY OWNED AND MAINTAINED.
2. THE WATER AND SEWER UTILITY WORK SHALL COMPLY WITH APPLICABLE TOJ UTILITY STANDARDS AND MATERIAL AND INSTALLATION SPECIFICATIONS. TOWN OF JACKSON UTILITY STANDARDS ARE AVAILABLE AT:  
<https://www.jacksonwy.gov/DocumentCenter/View/82/Construction-Standards-PDF?bidId=>
3. REFER TO SHEETS C7 & C8 FOR WATER & SEWER DETAILS & SPECIFIC NOTES
5. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, SPECIFICALLY THE LOCATION OF THE EXISTING SEWER SERVICE CONNECTION WITHIN THE ALLEY.
6. **CONTRACTOR TO OBTAIN PERMIT FROM THE TOWN OF JACKSON PRIOR TO COMMENCEMENT OF WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENT.**  
<https://www.jacksonwy.gov/DocumentCenter/View/156/Public-Right-of-Way-Permit-PDF>
7. SCG TO INSPECT THE WATER AND SEWER SERVICES PRIOR TO BACKFILLING.
8. EXCAVATE AND INSTALL ELECTRICAL TRENCH PER LVE DETAIL SR-13 FOR ELECTRIC TRENCH WITHOUT NATURAL GAS.
9. INSTALL ELETRICAL SERIVCES PER LVE DETAIL SR-6 FOR A GUIDE FOR UNDERGROUND SERVICE ENTRANCE.

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PROJECT TITLE:  
80 E KARN'S HOUSING  
LOT 1&2 BLK 6 MEADOWLAND  
80 E KARN'S AVE  
TOWN OF JACKSON, WY

DRAWING TITLE:  
PROPOSED UTILITY  
SITE PLAN

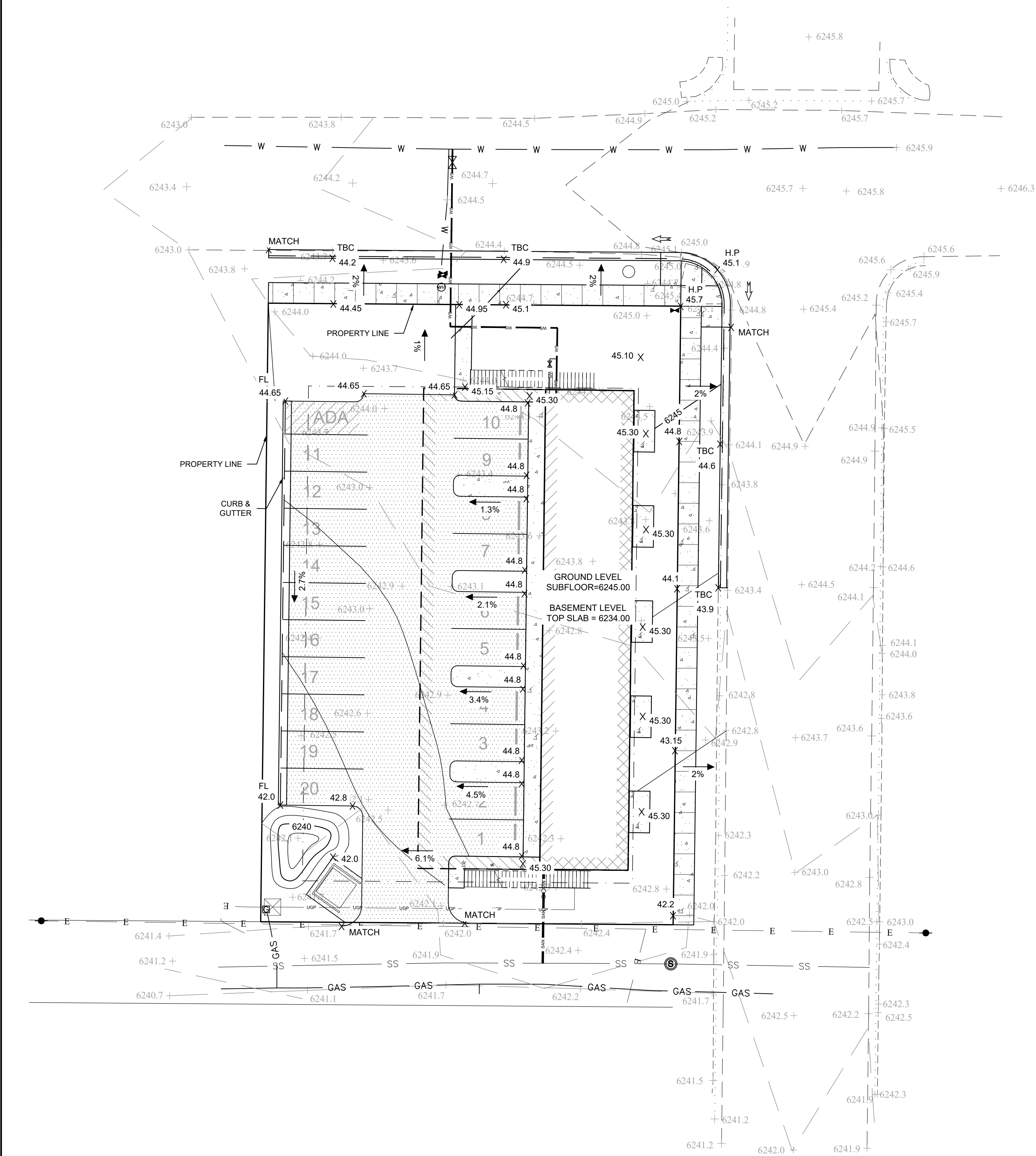
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|------|------------------------|---------|-----|
| A    | FOR DEVELOPMENT PERMIT | 5/26/22 | RS  |
| B    | 50% CD                 | 8/19/22 | RS  |
|      |                        |         |     |
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CHECKED BY: RS  
PROJECT NO. 245-20-1

SCALE:  
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(24"x36" SHEET)

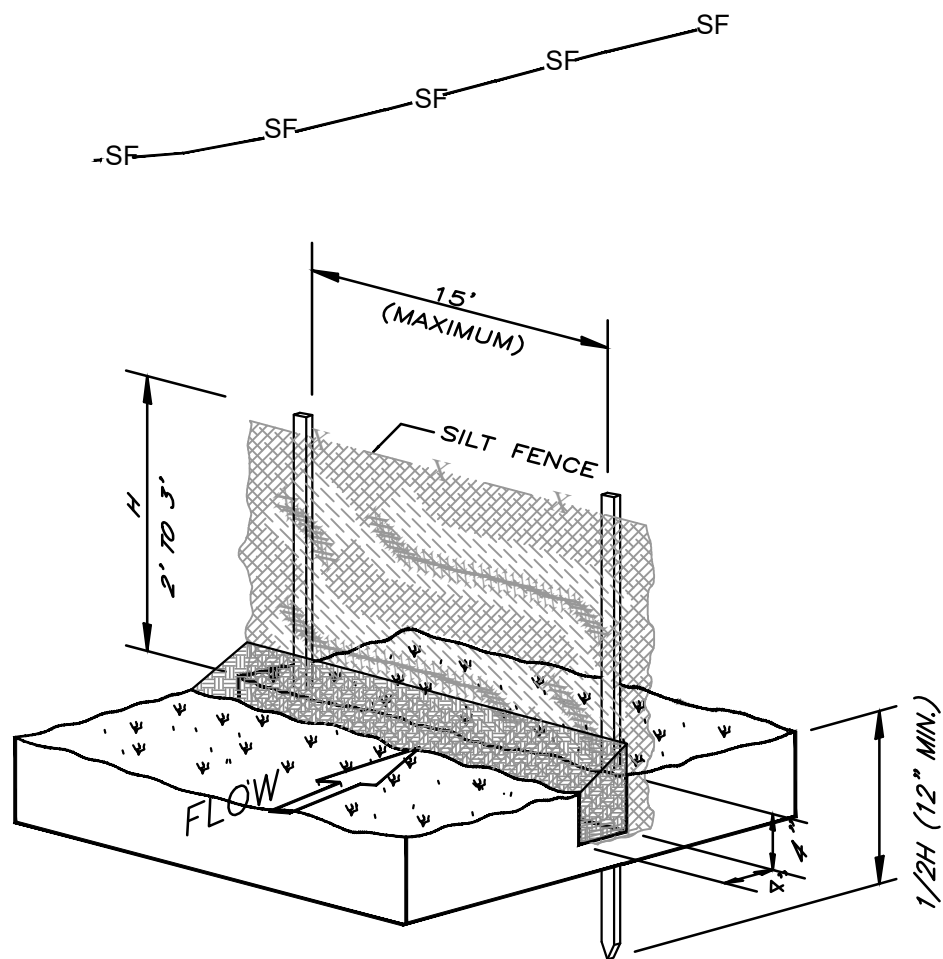
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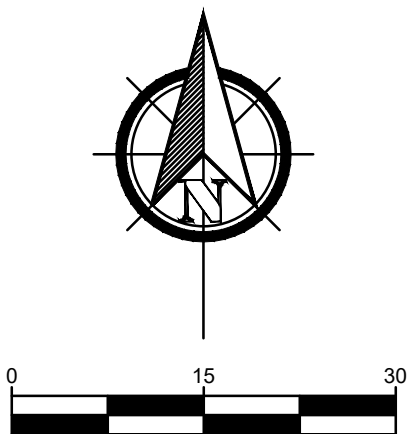


- GENERAL NOTES:**
1. REFER TO GEOTECHNICAL INVESTIGATION REPORT BY SCG, 8/13/2020, FOR EARTHWORK RELATED RECOMMENDATIONS AND SPECIFICATIONS.
  2. INSTALL CONSTRUCTION FENCING AROUND PERIMETER OF PROPERTY WITH ACCESS GATE(S) IN ACCORDANCE WITH APPROVED CONSTRUCTION MANAGEMENT PLAN.
  3. EROSION CONTROL MEASURE TO INCLUDE PERIMETER SILT FENCE OR STRAW WADDLES . SILT FENCE/STRAW WADDLES, NOT SHOWN FOR CLARITY, SHALL ENCOMPASS ENTIRE PERIMETER OF LIMITS OF DISTURBANCE. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF SILT FENCE AND THE TIMELY REMOVAL OF SEDIMENTS AND MATERIAL THAT MAY TRANSPORT BEYOND THE LIMITS OF DISTURBANCE. CONTRACTOR TO CONDUCT AND DOCUMENT MONITORING AND INSPECTIONS IN ACCORDANCE WITH THE GENERAL PERMIT.
  4. REFER TO CONSTRUCTION MANAGEMENT PLAN (BY OTHERS) FOR THE LOCATIONS OF MATERIAL AND EQUIPMENT STORAGE AND SOIL STOCKPILE LOCATIONS. CONSTRUCTION EQUIPMENT PARKING AREAS AND TEMPORARY TOPSOIL/DIRT STOCKPILE AREAS WILL VARY WITHIN THE LIMITS OF DISTURBANCE (PROPERTY BOUNDARIES) AND BASED UPON PHASED CONSTRUCTION SCHEDULE AND SEQUENCING. IN ALL CASES, MATERIAL WILL EITHER BE REMOVED FROM THE SITE OR THE STOCKPILE LOCATIONS WILL BE WITHIN THE PROPERTY.
  5. AREA OF DISTURBANCE WITHIN PROPERTY BOUNDARY = 0.31-ACRE
  6. CONCRETE WASHOUT IN AREAS WITHIN THE PROPERTY BOUNDARY, RECOMMENDED WITHIN PARKING AREA, WHERE DISCHARGE DOES NOT REACH PUBLIC RIGHT-OF-WAY AND STORM SEWER SYSTEMS.
  7. CONTRACTOR SHALL MEET WYDEQ NPDES REQUIREMENTS FOR SMALL CONSTRUCTION ACTIVITIES.
  8. SCG MUST INSPECT AND CERTIFY FINAL GRADING CONFIGURATION PRIOR TO FINAL TOJ INSPECTION.
  9. STORMWATER RUNOFF DOES NOT DRAIN DIRECTLY INTO TOJ STORM SEWER COLLECTION SYSTEM. ALL RUNOFF WILL SURFACE FLOW ACROSS LANDSCAPING AND DESIGNATED DETENTION BASINS.

- RECLAMATION SPECIFICATIONS:**
1. MINIMAL SITE GRADING PROPOSED DUE TO RELATIVELY FLAT LOT.
  2. ALL DISTURBED AREAS WILL BE LANDSCAPED WITH SOD, TREES, SHRUBS AND IRRIGATED.
- 3. SURFACE PREPARATION**
- 3.1. TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SOD PLACEMENT. HARD PACKED OR CAKED TOPSOIL SHALL BE SCARIFIED PRIOR TO PLACEMENT.
- 4. FINAL SURFACE STABILIZATION**
- 4.1. STORMWATER SHEET RUNOFF DETENTION STABILIZATION AND SOIL PROTECTION WILL BE PROVIDED BY SOD AND EXTENSIVE LANDSCAPING.
  - 4.2. INSTALL PERMANENT IRRIGATION SYSTEMS TO MAINTAIN GROWTH.
- 5. WEED & PEST MANAGEMENT STRATEGIES**
- 5.1. CONTRACTOR TO COMPLY WITH THESE LAND DEVELOPMENT REGULATIONS:
    - 5.1.1. WYOMING SEED LAW
    - 5.1.2. WYOMING NURSERY STOCK LAW
    - 5.1.3. INVASIVE SPECIES MANAGEMENT
  - 5.2. PRE-CONSTRUCTION PLAN (BY CONTRACTOR):
    - 5.2.1. CONTACT TETON COUNTY WEED & PEST TO PREPARE AN INVASIVE SPECIES MANAGEMENT PLAN.
    - 5.2.2. IF CONSTRUCTION BEGINS PRIOR TO THE GROWING SEASON, KNOWN INFESTATIONS WILL BE ADDRESSED UNDER THE ACTIVE CONSTRUCTION PHASE.
    - 5.2.3. IF CONSTRUCTION BEGINS DURING THE GROWING SEASON, TREAT ALL KNOWN INFESTATIONS AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
  - 5.3. ACTIVE CONSTRUCTION:
    - 5.3.1. CLEAN ALL CONSTRUCTION EQUIPMENT PRIOR TO ENTERING THE SITE TO PREVENT INTRODUCING INVASIVE SPECIES.
    - 5.3.2. KEEP ALL AREAS OUTSIDE OF THE CONSTRUCTION ZONE UNDER ACTIVE MANAGEMENT.
    - 5.3.3. ROUTINELY CHECK AND TREAT SOIL STOCKPILES FOR INVASIVE SPECIES.
    - 5.3.4. MINIMIZE DISTURBANCE OF AREAS INFESTED WITH INVASIVE SPECIES AS POSSIBLE.
  - 5.4. POST-CONSTRUCTION:
    - 5.4.1. CONDUCT REVEGETATION IMMEDIATELY AFTER CONSTRUCTION IS COMPLETE TO PREVENT INVASIVE SPECIES FROM ESTABLISHING IN DISTURBED AREAS.
    - 5.4.2. USE DEALERS LICENSED BY THE WYOMING DEPARTMENT OF AGRICULTURE AND CERTIFIED WEED FREE SEEDS AND PLANTING MATERIALS.
    - 5.4.3. CERTIFIED WEED FREE STRAW, GRAVEL, AND SOIL ARE RECOMMENDED.
    - 5.4.4. SCHEDULE A POST-CONSTRUCTION INVASIVE SPECIES INVENTORY WITH TCWP



**SILT FENCE DETAIL**



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PROJECT TITLE:  
80 E KARNS HOUSING  
LOT 1&2 BLK 6 MEADOWLAND  
80 E KARNS AVE  
TOWN OF JACKSON, WY

DRAWING TITLE:  
PROPOSED GRADING  
PLAN

DATE:  
5/26/22  
8/19/22

BY:  
RS  
RS

DESCRIPTION:  
FOR DEVELOPMENT PERMIT  
50% CD

REV:  
A  
B

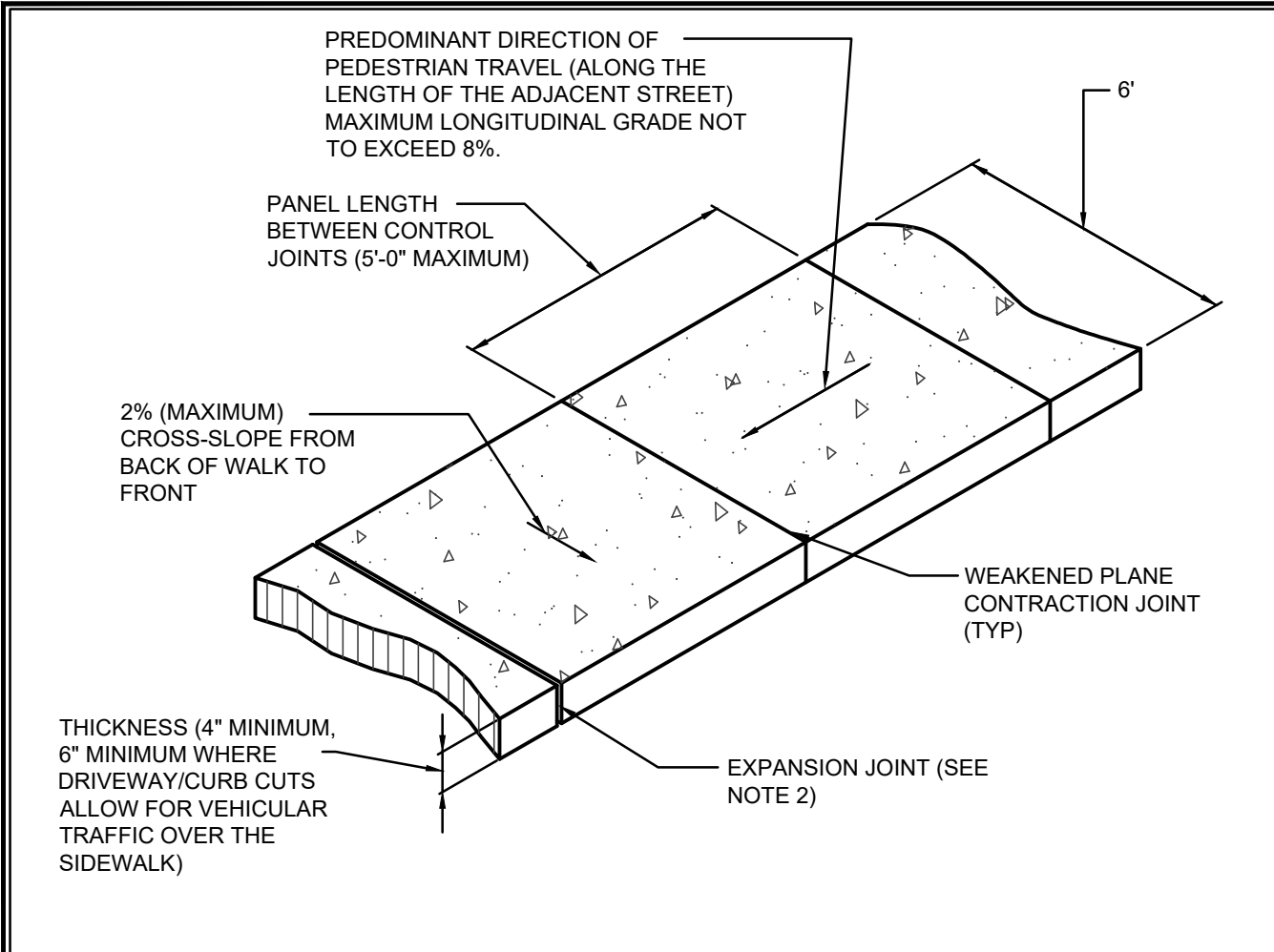
CHECKED BY:  
RS

PROJECT NO.:  
245-20-1

SCALE:  
1"=15'  
(24"x36" SHEET)

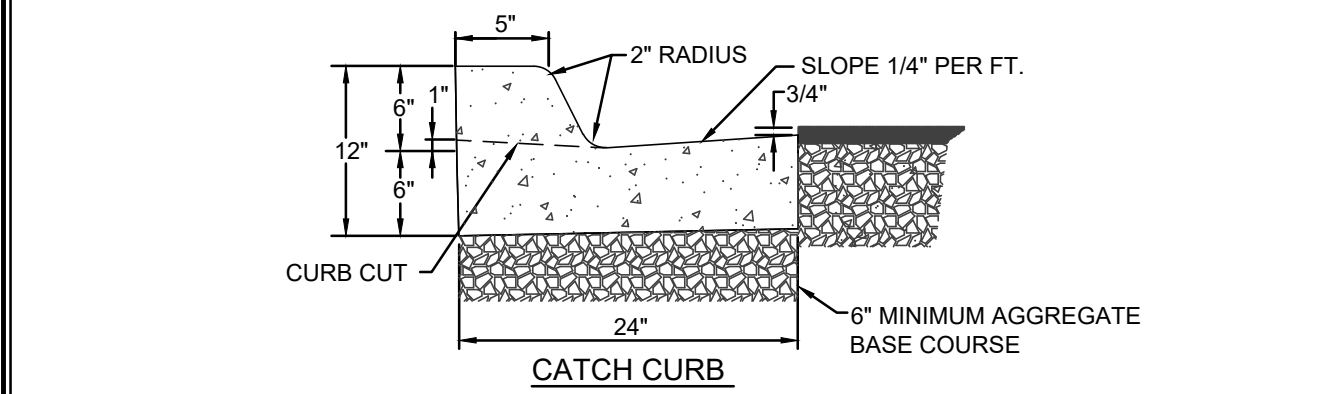
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C4





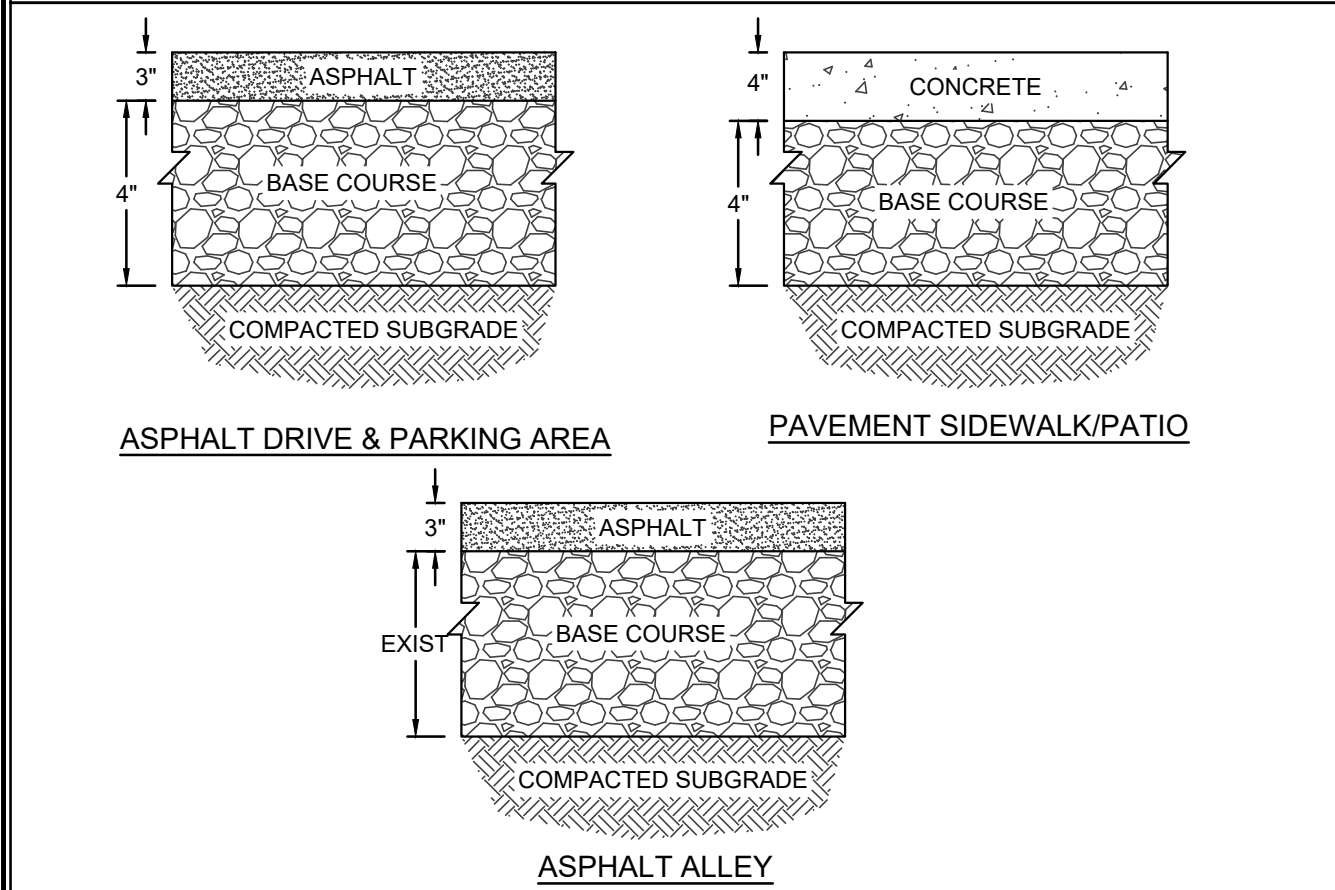
- NOTES:**
1. SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS. SIDEWALKS SHALL CONFORM TO WPWSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
  2. EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPWSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
  3. FOR SIDEWALKS GREATER THAN SIX FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
  4. REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
  5. AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

### TOJ STANDARD ST-127 CONCRETE SIDEWALK



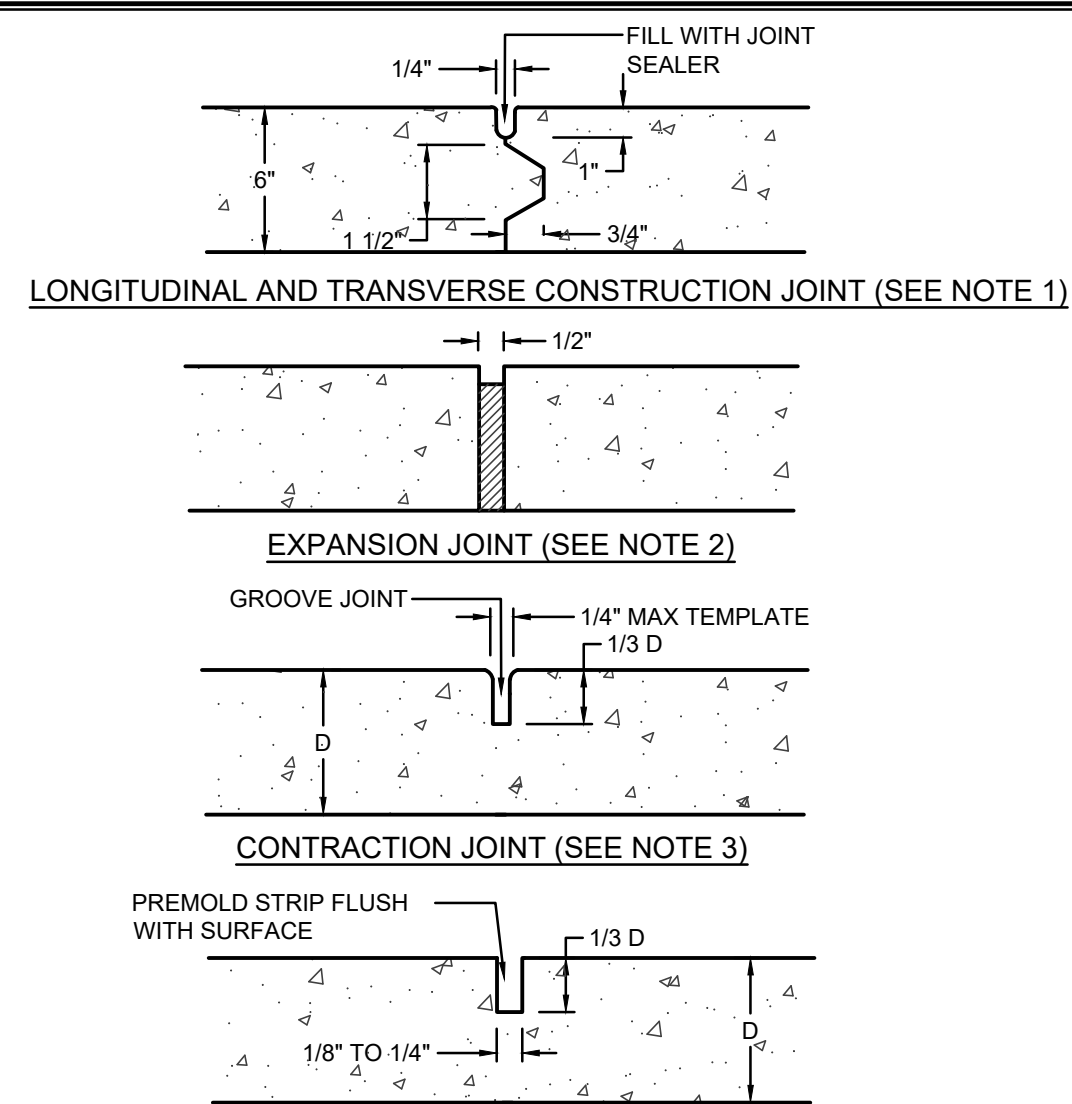
- NOTES:**
1. CURBS SHALL CONFORM TO WPWSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
  2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
  3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
  4. ROLL CURB SHALL NOT BE ALLOWED.

### TOJ STANDARD ST-110 VERTICAL CURB SECTION



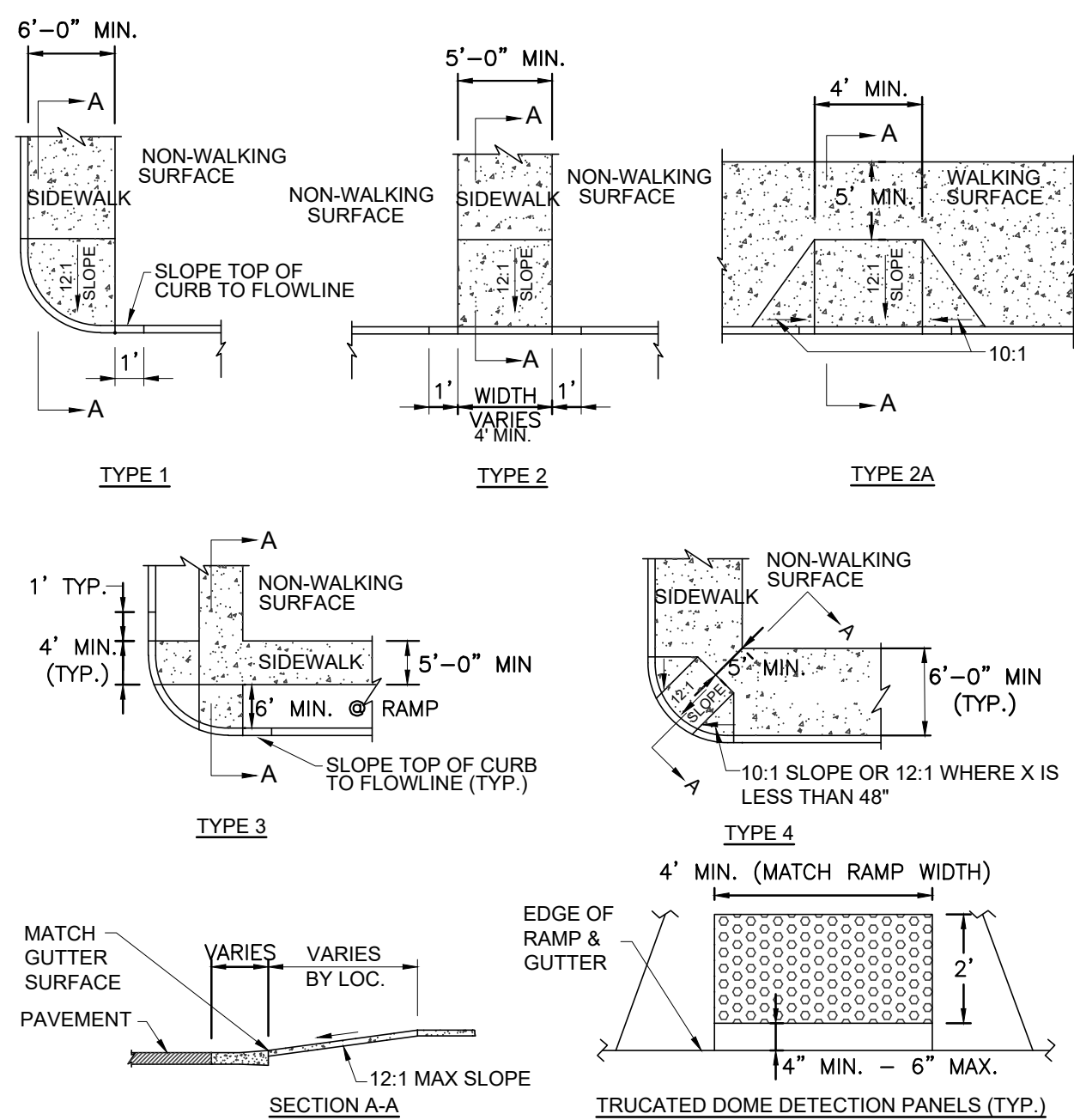
- NOTES:**
1. SUBGRADE SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY OR PER ENGINEER APPROVAL BASED ON PERFORMANCE COMPACTION INSPECTION
  2. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1 1/2" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
  3. PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776, AND 03304 AS DIRECTED BY TOWN PUBLIC WORKS DEPARTMENT.
  4. BITUMINOUS MATERIAL SHALL MEET THE APPLICABLE REQUIREMENTS OF SECTION 02545 OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS

### TYPICAL ASPHALT/PAVEMENT CROSS-SECTIONS



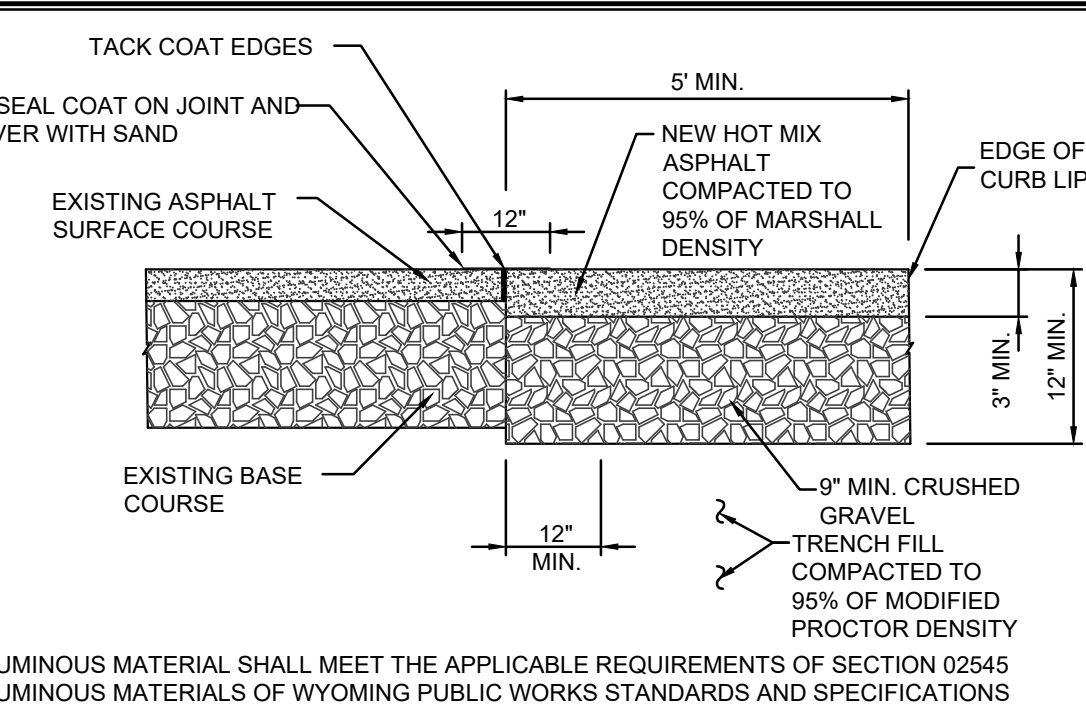
- NOTE: SAWED OR PREMOLDED STRIP LONGITUDINAL OR TRANSVERSE JOINT**
1. KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
  2. 1/2" PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 300' ON LONG STRAIGHT CONCRETE STRETCHES.
  3. FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MINIMUM DISTANCE BETWEEN JOINTS IS 5'.
  4. JOINT LAYOUT FOR CONCRETE STREETS IS TO BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.

### TOJ STANDARD ST-123 PAVING & CONCRETE JOINTS



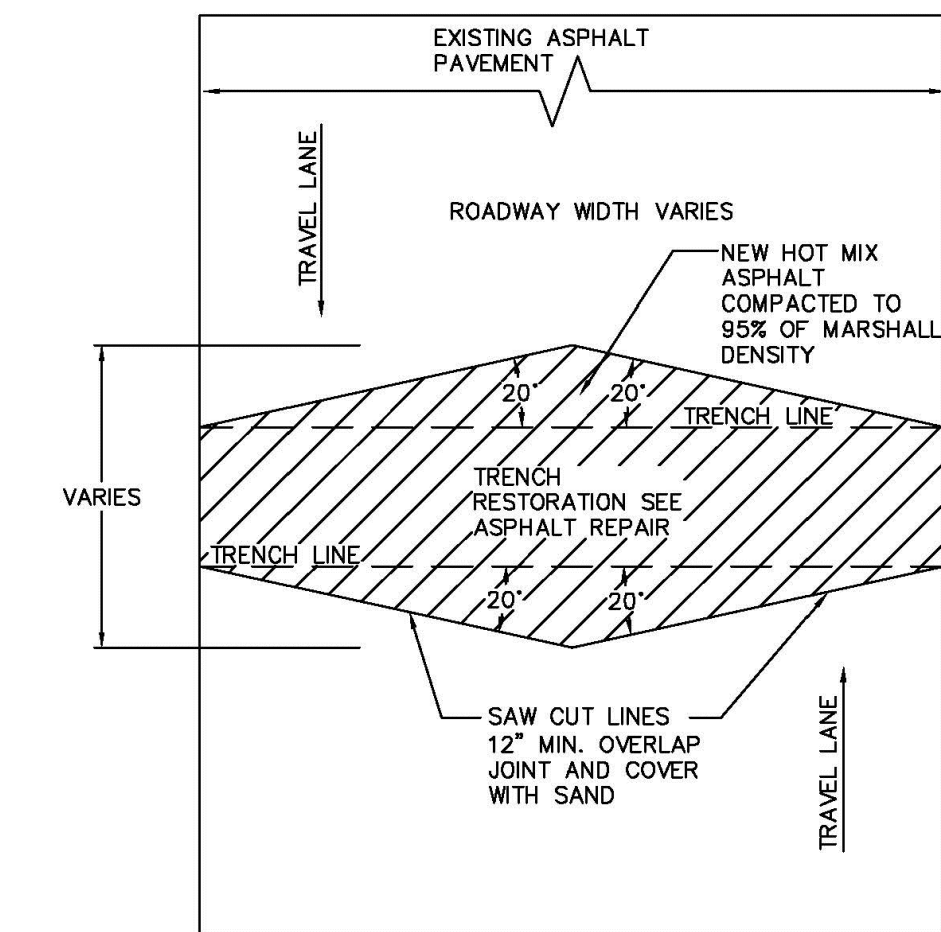
- NOTES:**
1. SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
  2. LIP AT GUTTER TO BE NO MORE THAN 1/2" HIGH.
  3. CONCRETE TO BE A BROOM FINISH.
  4. ALL PEDESTRIAN RAMPS SHALL INCLUDE PLACEMENT OF CAST IRON TRUNCATED DOME DETECTION PANELS IN A BRICK RED COLOR. (PANELS SHALL BE PROVIDED BY TOJ.)

### TOJ STANDARD ST-112 PEDESTRIAN RAMPS



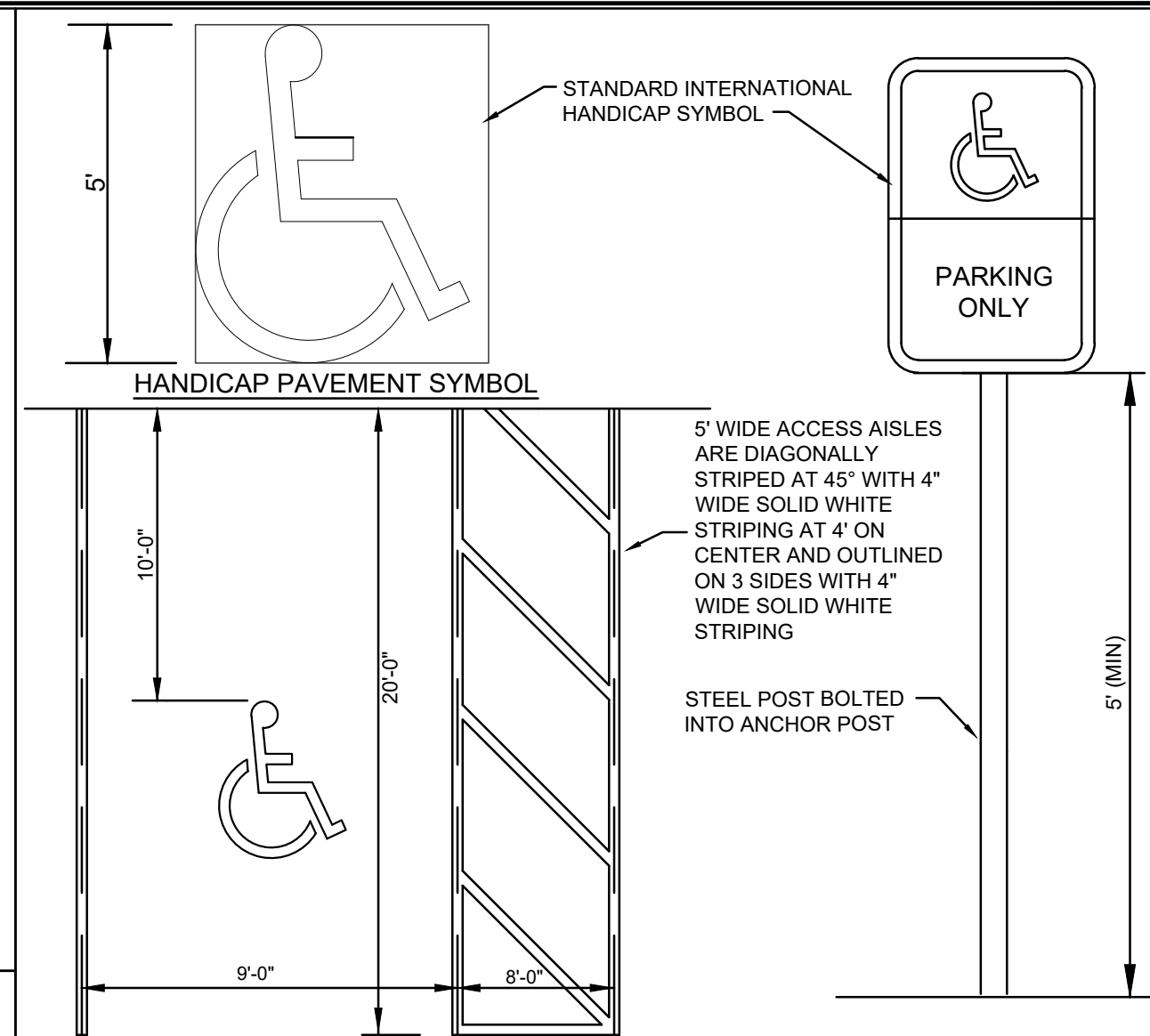
- NOTES:**
1. REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
  2. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1 1/2" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.

### TOJ STANDARD ST-118 ASPHALT REPAIR CROSS-SECTION



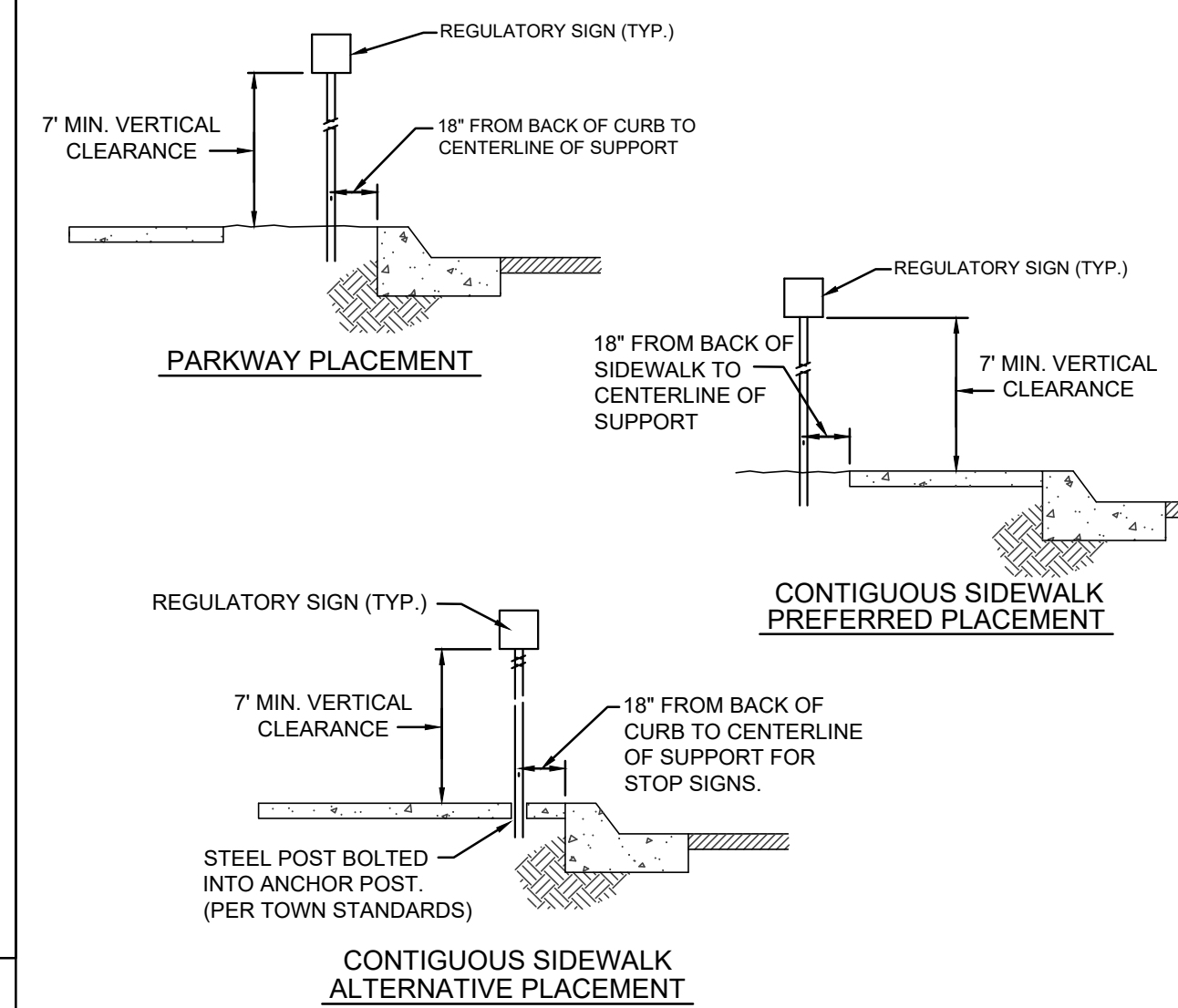
- NOTES:**
1. 20' DIAMOND PATCH TO BE CONSTRUCTED WHEN REQUIRED BY PUBLIC WORKS DEPARTMENT.
  2. PLACEMENT OF ASPHALT SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MIN. ALSO SEE THE ASPHALT PATCH REPAIR DETAIL.
  3. HOT MIX ASPHALT SHALL MEET THE APPLICABLE REQUIREMENTS OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS FOR BITUMINOUS MATERIALS.
  4. ALTERNATIVE HOURGLASS LAYOUT MAY BE USED UPON APPROVAL BY TOWN.

### TOJ STANDARD ST-117 TRENCH RESTORATION



- NOTE:**
1. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 2% IN ALL DIRECTIONS.
  2. IF ACCESSIBLE AISLE CROSSES THE TOP OF THE HANDICAP SPACE, WHEEL STOP SHALL BE USED TO MAINTAIN MIN 44" CLEAR ACCESSIBLE ROUTE.
  3. IF WHEEL STOP IS USED, PARKING SHALL HAVE 18" CLEAR SPACE.
  4. ACCESSIBLE PARKING SIGN SHALL BE PLACED AS TO NOT ENCROACH INTO THE ACCESSIBLE AISLE MIN 44" CLEAR ACCESSIBLE ROUTE.
  5. NUMBER OF ACCESSIBLE PARKING SPACES SHALL MEET REQUIREMENT OF THE TOJ STANDARD.

### HANDICAP PARKING SIGNAGE DETAIL

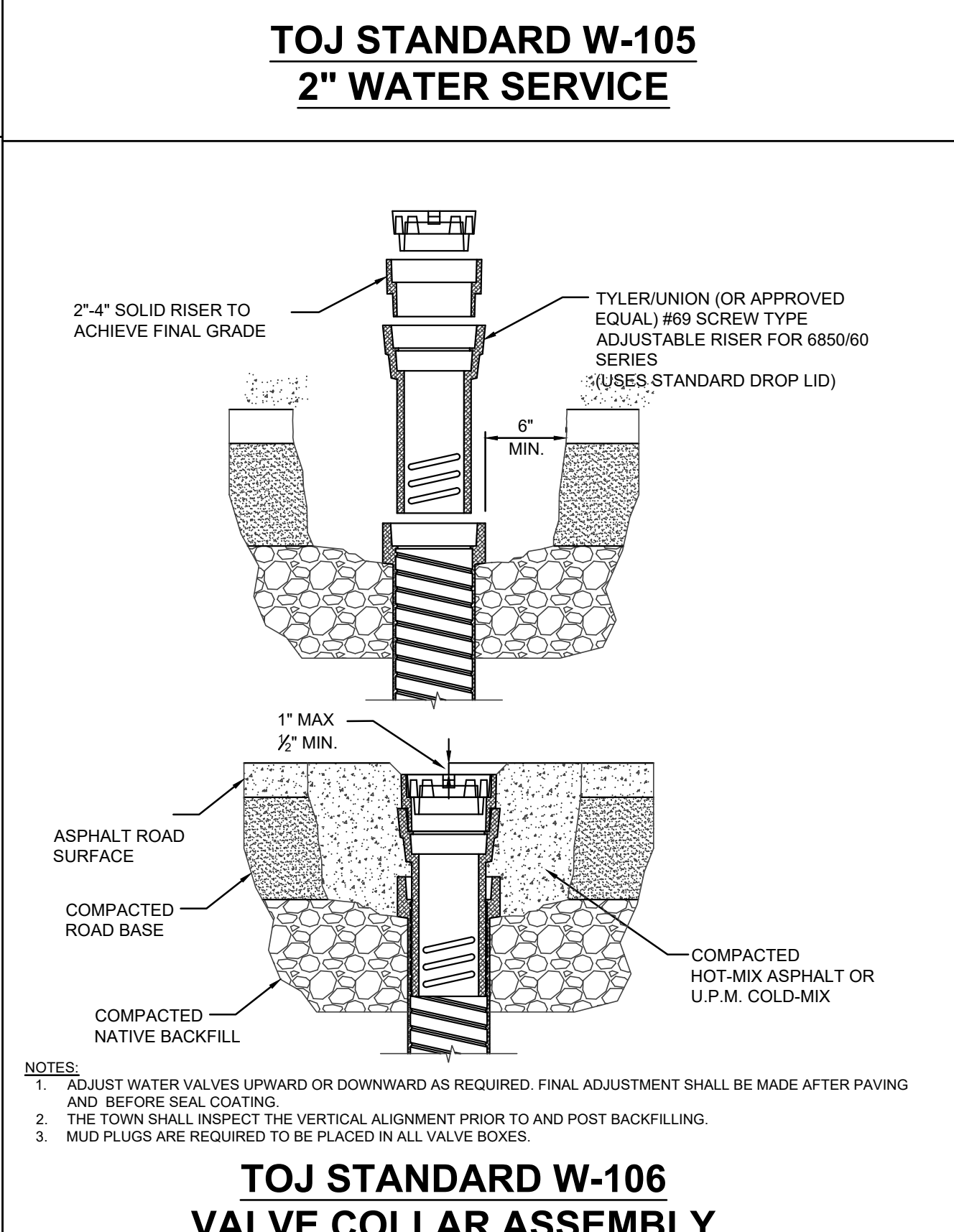
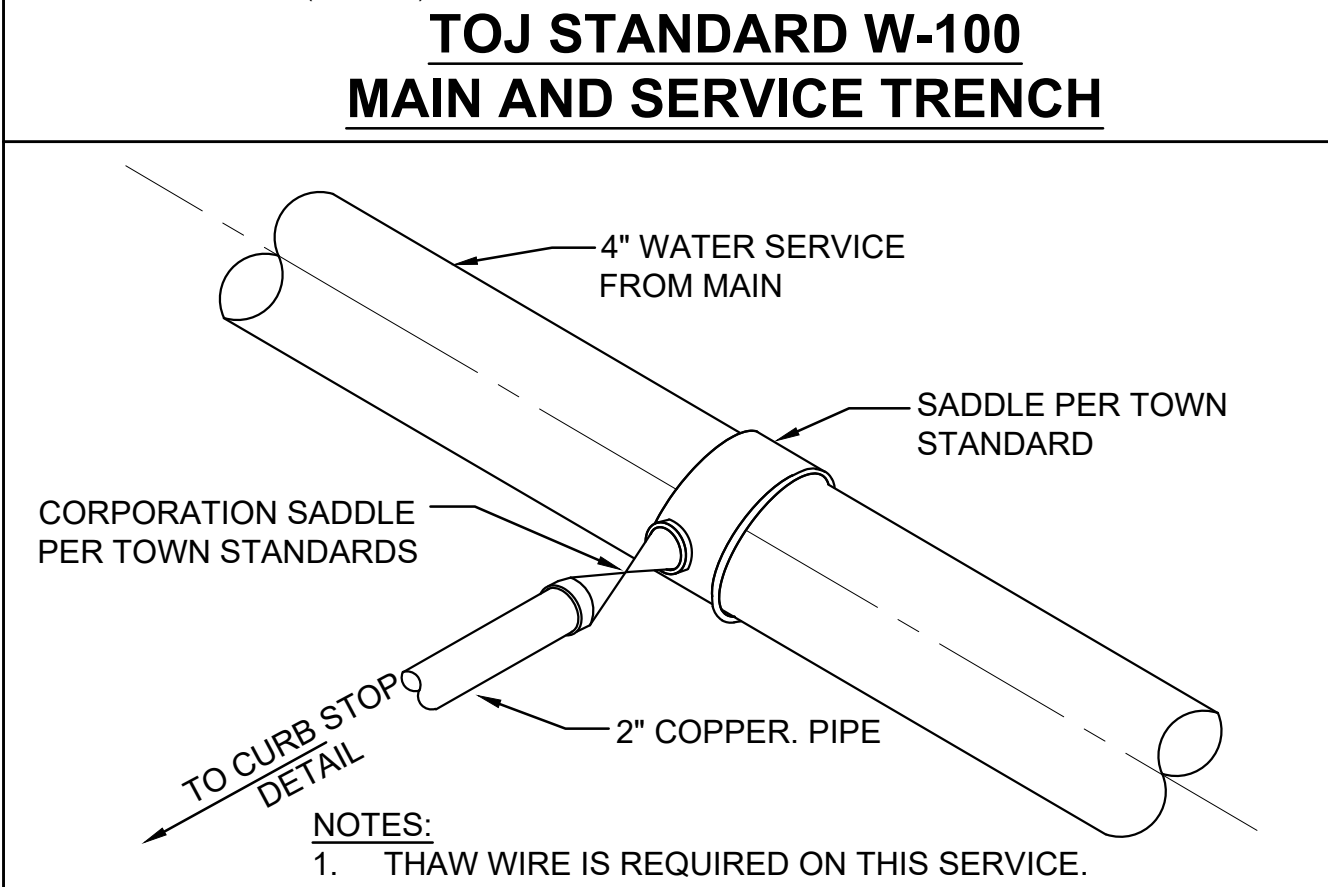
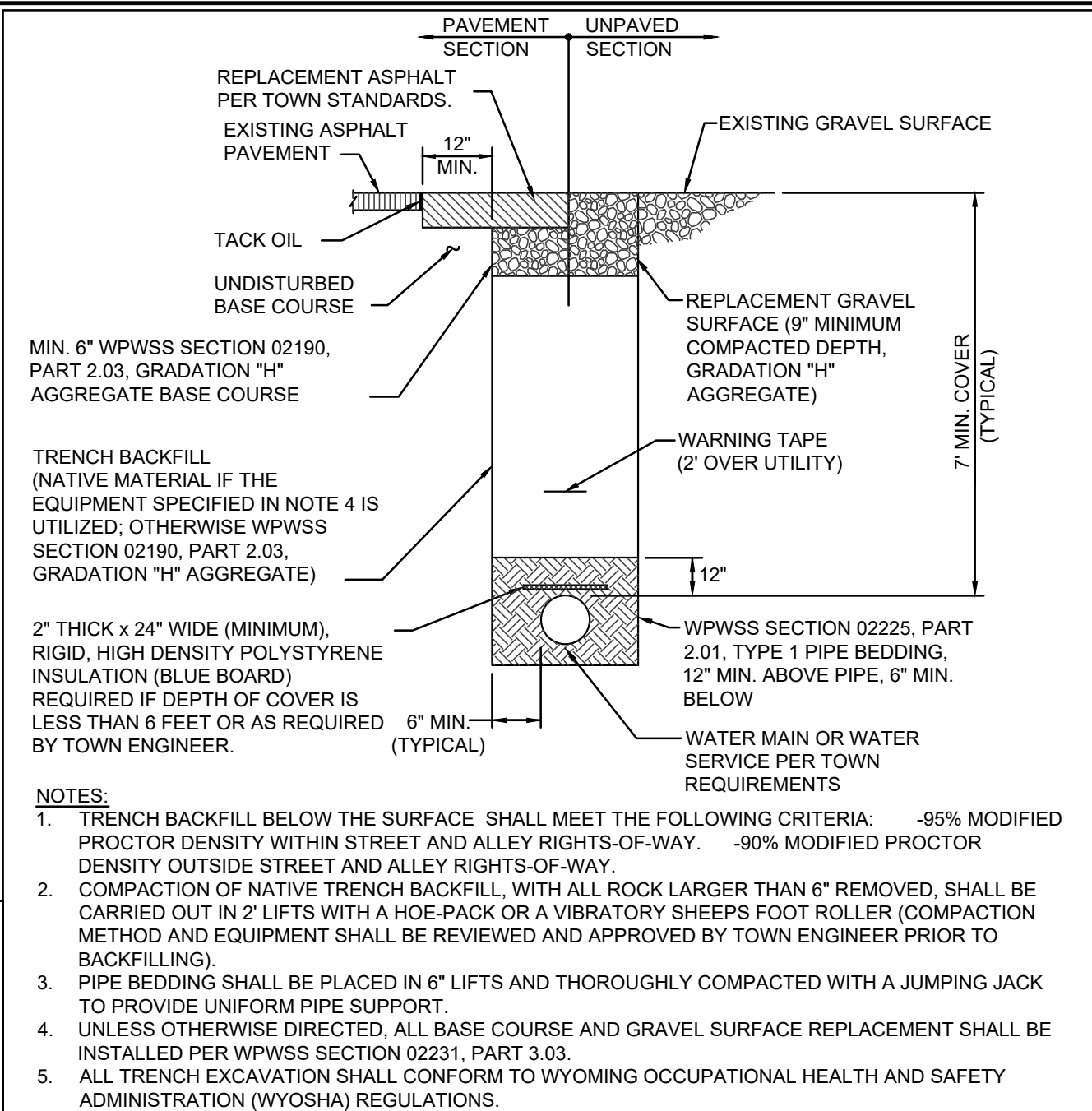
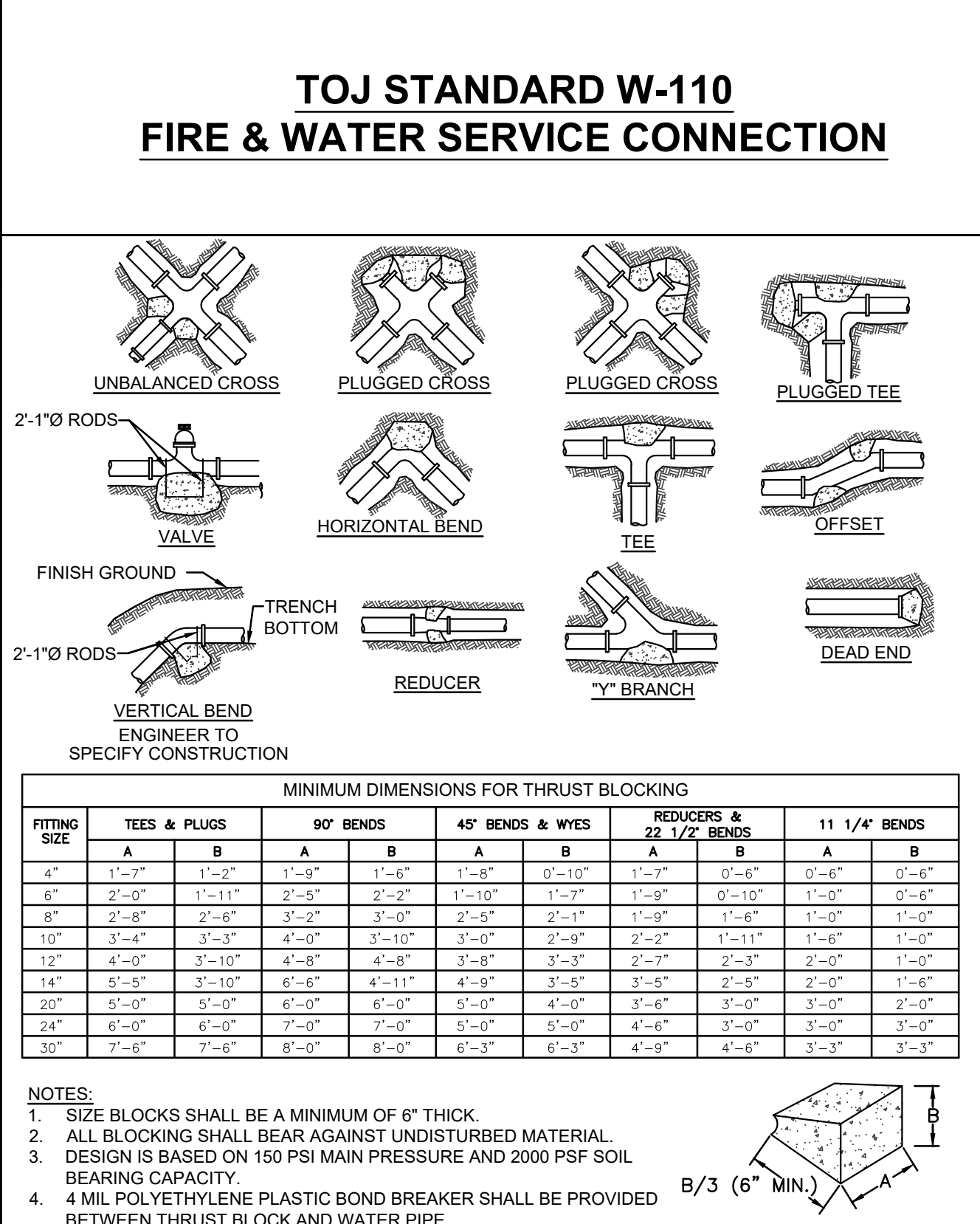
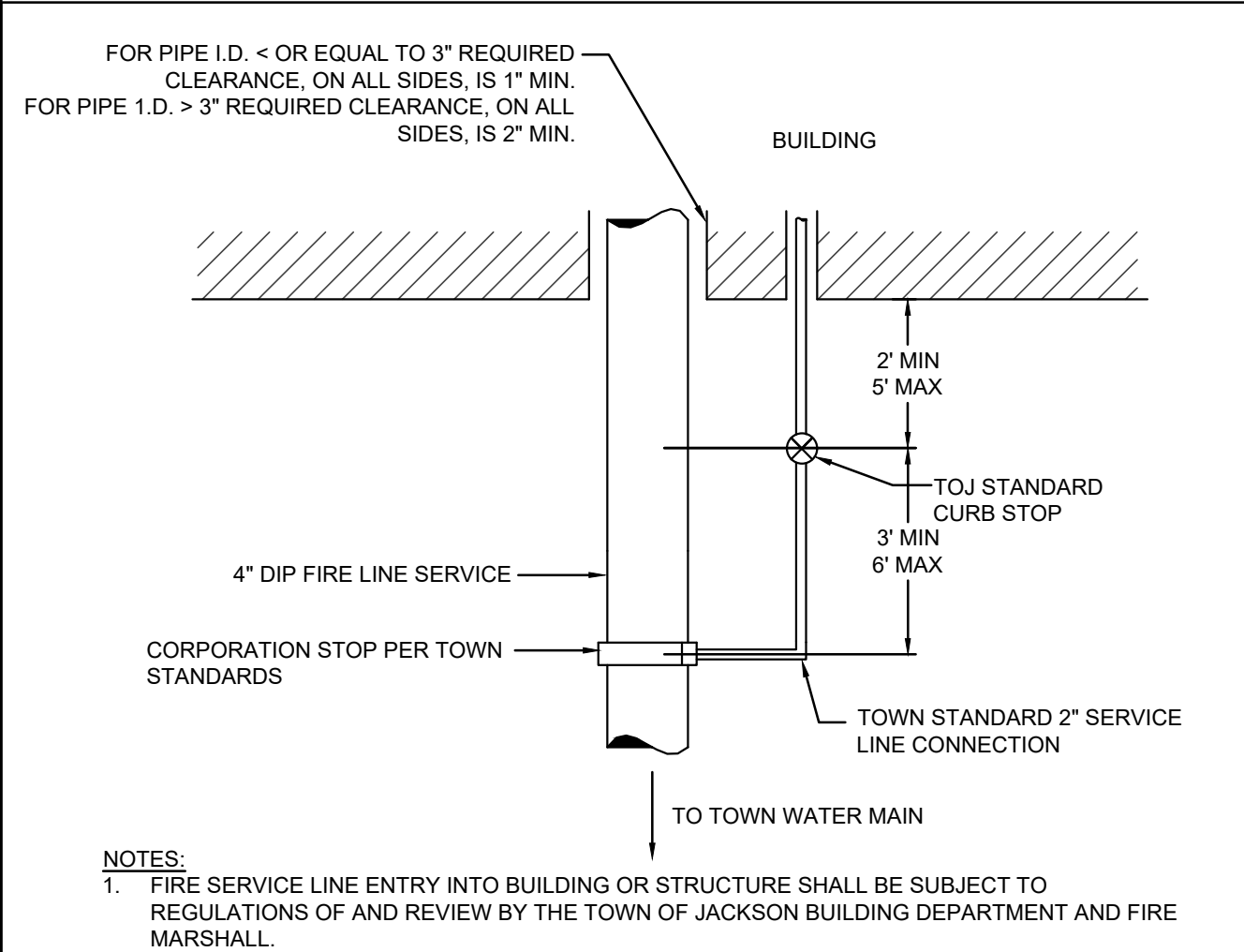
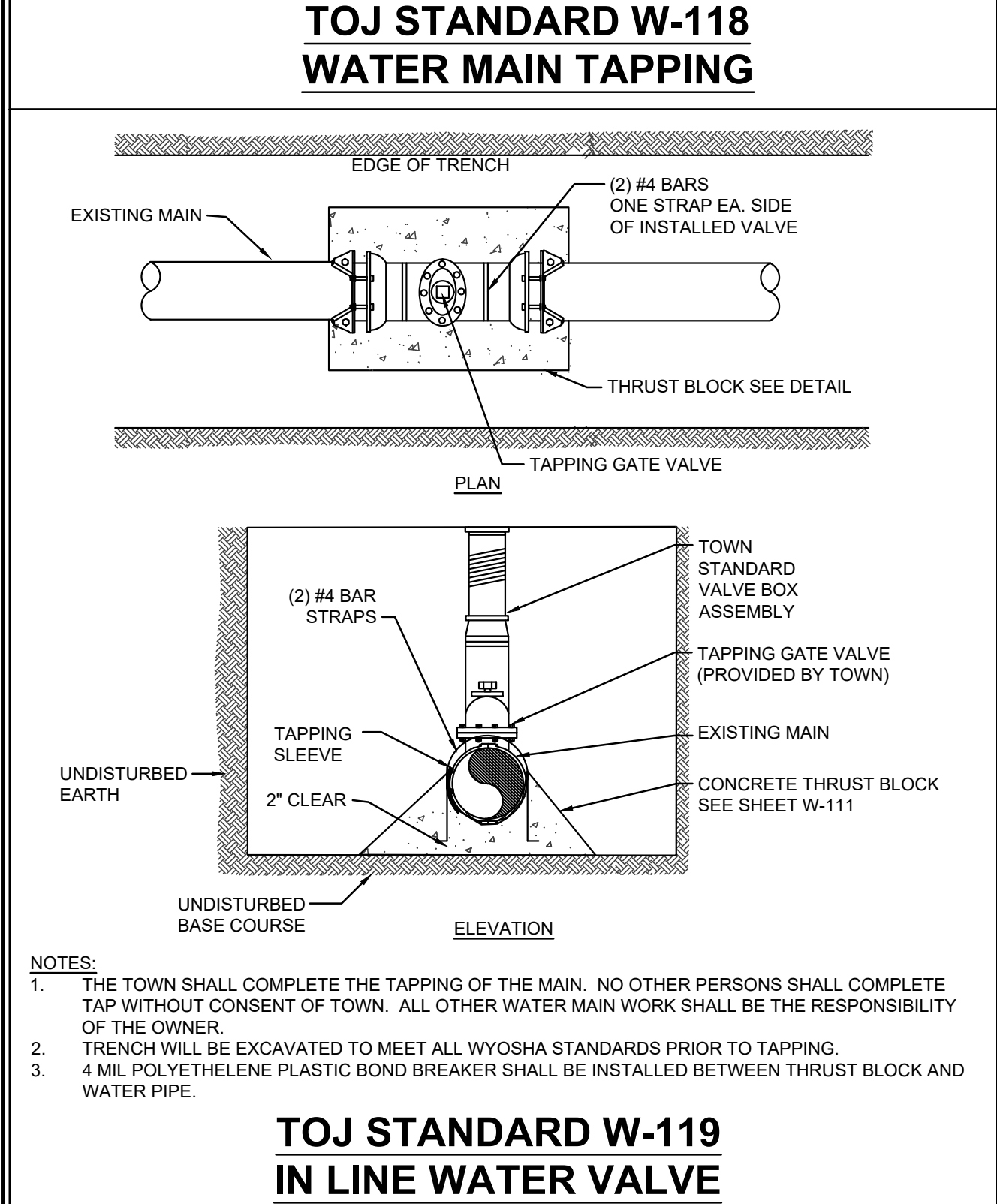
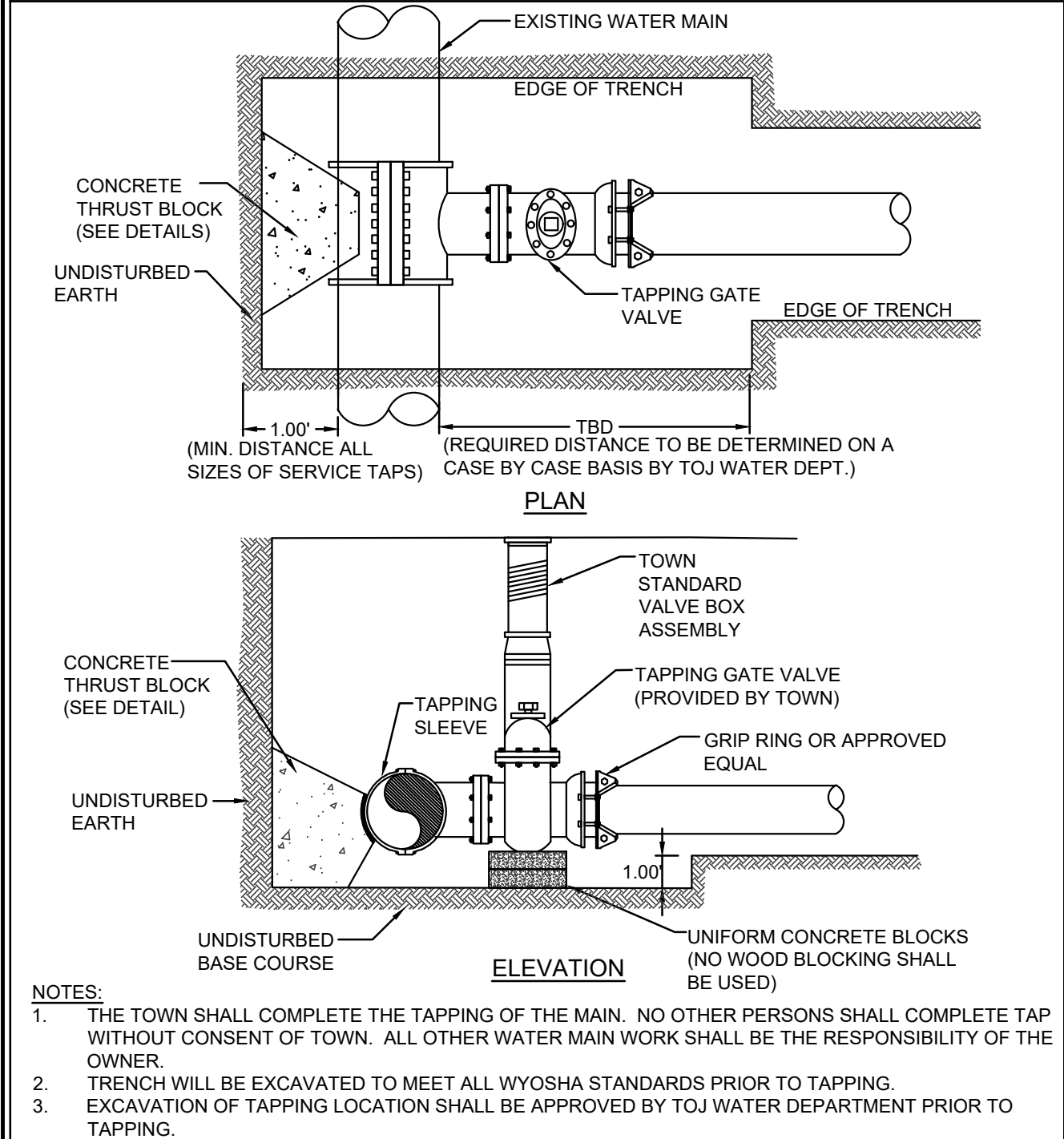
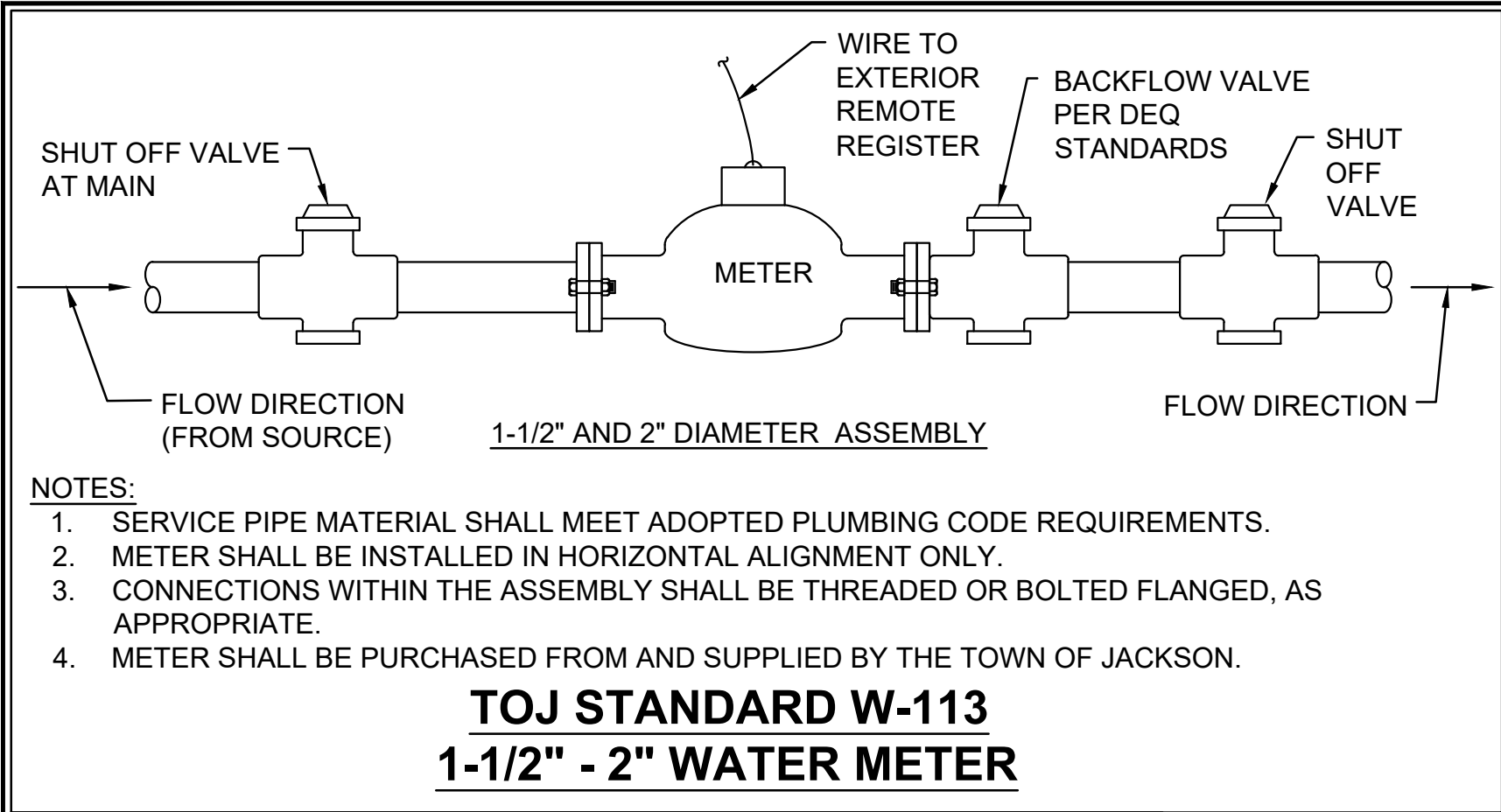


- NOTES:**
1. HORIZONTAL CLEARANCES AROUND SIGNAGE SHALL CONFORM TO TOWN STANDARDS.
  2. SIGNS SHALL BE INSTALLED SUCH THAT THE FACE IS PERPENDICULAR TO THE DRIVE LANE.

### TOJ STANDARD ST-105 SIGNAGE PLACEMENT

|                                                                   |                        |                                                                                          |    |
|-------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------|----|
| Summit Consulting Group                                           |                        | SCG                                                                                      |    |
| Civil + Geotechnical Engineering, and Construction Administration |                        | P.O. Box 6482 • 2100 Wilson Road Jackson, WY 83002 • 307.413.4399 www.scgengineering.com |    |
| PROJECT TITLE:                                                    |                        | 80 E KARNS HOUSING LOT 1&2 BLK 6 MEADOWLAND 80 E KARNS AVE TOWN OF JACKSON, WY           |    |
| DRAWING TITLE:                                                    |                        | ROADWAY AND PARKING DETAILS                                                              |    |
| REV.                                                              | DESCRIPTION:           | DATE:                                                                                    |    |
| A                                                                 | FOR DEVELOPMENT PERMIT | 5/26/22                                                                                  | RS |
| B                                                                 | REVISED PER TOJ REVIEW | 8/11/22                                                                                  | RS |
| C                                                                 | 50% CD                 | 8/19/22                                                                                  | RS |
| CHECKED BY:                                                       |                        | RS                                                                                       |    |
| PROJECT NO.                                                       |                        | 245-20-1                                                                                 |    |
| SCALE:                                                            |                        | NOTED                                                                                    |    |
| SHEET NO.                                                         |                        | C5                                                                                       |    |





WATER SYSTEM NOTES:

- WATER MAINS - DUCTILE IRON PIPE SHALL CONFORM TO THE PROVISIONS OF AWWA SPECIFICATIONS C-151 PRESSURE CLASS 350. PIPE JOINS SHALL BE "PUSH-ON" JOINTS CONFORMING TO AWWA SPECIFICATIONS C-111.
- MAIN LINE VALVES - ALL GATE VALVES SHALL BE RESILIENT SEATED GATE VALVES WITH IRON BODY AND NON-RISING STEMS WITH DESIGN, CONSTRUCTION, AND PRESSURE RATING CONFORMING TO AWWA C509 OR C515 WITH THE ADDITIONAL REQUIREMENT THAT THE DESIGN OPERATING PRESSURE FOR ALL SIZES SHALL BE 200 PSI MIN. ALL VALVES SHALL BE "RIGHT HAND CLOSED". STEM SEALS SHALL BE DOUBLE "O" RING SEALS DESIGNED SO THAT THE SEAL ABOVE THE STEM COLLAR CAN BE REPLACED WITH THE VALVE UNDER PRESSURE IN FULL OPEN POSITION. THE RESILIENT SEATED GATE VALVES' INTERIOR PARTS AND SURFACES SHALL BE COATED IN ACCORDANCE WITH AWWA C550. ALL VALVE METAL ACCESSORY ITEMS SHALL BE LOW ALLOY STEEL. STAINLESS STEEL ALL-THREAD J-BOLTS UTILIZED AS THRUST BLOCK ANCHORAGE SHALL BE 1/2" COMMERCIAL GRADE SS316 WITH A MIN TENSILE STRENGTH OF 100,000 PSI.
- VALVE BOXES - SHALL BE CAST IRON, 5 1/4" DIAMETER ADJUSTABLE VALVE BOXES. VALVE BOXES SHALL BE A "TYLER" SCREW TYPE AND OF SUFFICIENT LENGTH FOR THE PIPE BURY AS SPECIFIED. THE CAST-IRON COVER OF THE VALVE BOX SHALL HAVE THE WORD "WATER" STAMPED THEREIN. CORP-STOPS - ALL CORP-STOP SHALL BE A MUELLER CC THREAD H-15028 GROUND KEY CORPORATION STOP, OR APPROVED EQUAL. MINIMUM VALVE INLET AND OUTLET CONNECTION SIZE SHALL BE AT FULL SIZE, AS CALLED OUT. THE CORPORATION STOP SHALL CONFORM IN ALL REGARDS TO AWWA C-800 AS A TAPED THREAD.
- CURB-STOPS - VALVE SHALL BE A MUELLER MINNEAPOLIS PATTEN H-10287 OR APPROVED EQUAL. SUPPLY EACH VALVE WITH TWO MUELLER H-15428 MIP BY COMPRESSION CONNECTORS WHEN USED WITH COPPER SERVICE PIPE. THE MINIMUM SIZE OPENING WITH THE PLUG SHALL BE FULL DIAMETER OF THE SERVICE LINE. THE CURB STOP SHALL CONFORM IN ALL REGARDS TO AWWA C-800.
- CURB VALVE BOX AND LID - CURB BOXES SHALL CONSIST OF A 1 1/2" GALVANIZED STEEL PIPE LOWER SECTION AND A 2" GALVANIZED STEEL PIPE TELESOPING UPPER SECTION. SCREW THE 1 1/2" LOWER SECTION ONTO THE MINNEAPOLIS TOP THREADS OF THE CURB STOP USING A GALVANIZED STEEL COUPLING OR BELL REDUCER. SUPPLY AND INSTALL A MUELLER CAP, OR APPROVED EQUAL, STAMPED "WATER" WITH A PENTAGON HEAD PLUG ON THE TOP OF THE 2" UPPER SECTION PIPE. DO NOT INSTALL A SHUTOFF ROD INSIDE THE CURB BOX.
- WATER SERVICE - 2-INCH DOMESTIC WATER SERVICE LINE SHALL BE 250 PSI(MIN) POLY PIPE, MUST BE COPPER PIPE SIZE.
- TAPPING SADDLES (SERVICE LINE) - SERVICE SADDLE FOR SERVICE CONNECTION SHALL BE A SMITH BLAIR 317, OR APPROVED EQUAL, DUCTILE IRON SERVICE SADDLE WITH DOUBLE STAINLESS STEEL STRAPS, STAINLESS STEEL STUD BOLTS, NUTS AND WASTER, AND FLEXI-BLUE EPOXY COATING. FEMALE THREADS WITHIN THE SADDLE BOSS FOR INSERTION OF THE CORPORATION STOP SHALL BE CC THREAD.
- MAIN LINE LIVE TAPS - ALL TAPPING 4" OR GREATER SHALL BE COMPETED BY TOWN STAFF. ALL OTHER TOWN TAPS SHALL BE PRE-APPROVED BY THE TOWN PUBLIC WORKS DEPARTMENT. TAPPING SLEEVES SHALL BE STAINLESS STEEL WRAP AROUND WITH FLANGE FITTING FOR TAPPING VALVE. BOTH VALVE AND SLEEVE NEED TO MEET WORKING PRESSURE OF 200 PSI AND NOT EXCEED 300 PSI WITH GRADE 60 GASKETS OR BETTER.
- WATER METERS - WATER METER ASSEMBLIES SHALL BE OBTAINED FROM THE TOWN.
- EXISTING WATER SERVICE - MUST BE REMOVED AND CAPPED AT THE MAIN AT TIME OF SITE DEMOLITION AND DURING INSTALL OF NEW SERVICE.
- INSTALL BACKFLOW PREVENTION DEVICES OF DOMESTIC, FIRE AND IRRIGATION SERVICES PER DETAIL PROVIDED BY MEP.
- REFER TO MEP FOR WATER ENTRY AND METER DETAILS

TOWN OF JACKSON WATER MAIN TESTING STANDARDS

- PRESSURE TEST MAINS - AFTER THE PIPE HAS BEEN LAID, WATER MAIN, ALL VALVES, AND ALL SERVICE LINE CONNECTIONS FROM THE POINT OF CONNECTION AT THE MAIN TO THE CURB STOP SHALL BE TESTED IN ACCORDANCE WITH THE 2012 TOWN OF JACKSON UTILITY STANDARDS.
- PRESSURE TEST SERVICE LINE - AFTER THE PIPE HAS BEEN LAID, SERVICE LINE, ALL CONNECTIONS, AND VALVES FORM THE POINT OF CONNECTION TO THE POINT OF BUILDING CURB SHALL BE TESTED IN ACCORDANCE WITH THE 2012 TOWN OF JACKSON UTILITY STANDARDS.
- BACKFLOW SYSTEM - ALL NEW INSTALLATION WHICH CONNECT TO THE TOWN WATER SYSTEM SHALL MEET OR EXCEED THE AWWA REQUIREMENTS REGARDING CROSS CONNECTION CONTROL. PRIOR TO ACCEPTANCE OF ANY NEW INSTALLATION THE TOWN SHALL INSPECT THE BACKFLOW SYSTEM TO ENSURE PROPER OPERATION. DOUBLE CHECK VALVES AND REDUCED PRESSURE BACKFLOW PREVENTERS SHALL BE INSPECTED ANNUALLY WITH AN INSPECTION CERTIFICATION BEING SENT TO THE TOWN PUBLIC WORKS DEPARTMENT. ALL INSTALLATIONS AND INSPECTION SHALL BE COMPLETED AT THE SOLE EXPENSE OF THE OWNER OF THE FACILITY.

Summit Consulting Group

SCG

Civil + Geotechnical Engineering,  
Geology, Groundwater,  
and Construction Administration  
P.O. Box 6482 • 2100 Wilson Road  
Jackson, WY 83002 • Jackson, WY 83001  
www.scgengineering.com • 307.413.4399

PROJECT TITLE:  
80 E KARNS HOUSING  
LOT 1&2 BLK 6 MEADOWLAND  
80 E KARNS AVE  
TOWN OF JACKSON, WY

DRAWING TITLE:  
WATER UTILITY  
DETAILS

| REV.                                                           | DESCRIPTION:           | DATE:   | BY: |
|----------------------------------------------------------------|------------------------|---------|-----|
| A <td>FOR DEVELOPMENT PERMIT</td> <td>5/26/22</td> <td>RS</td> | FOR DEVELOPMENT PERMIT | 5/26/22 | RS  |
| B <td>REVISED PER TOJ REVIEW</td> <td>8/11/22</td> <td>RS</td> | REVISED PER TOJ REVIEW | 8/11/22 | RS  |
| C <td>50% CD</td> <td>8/19/22</td> <td>RS</td>                 | 50% CD                 | 8/19/22 | RS  |

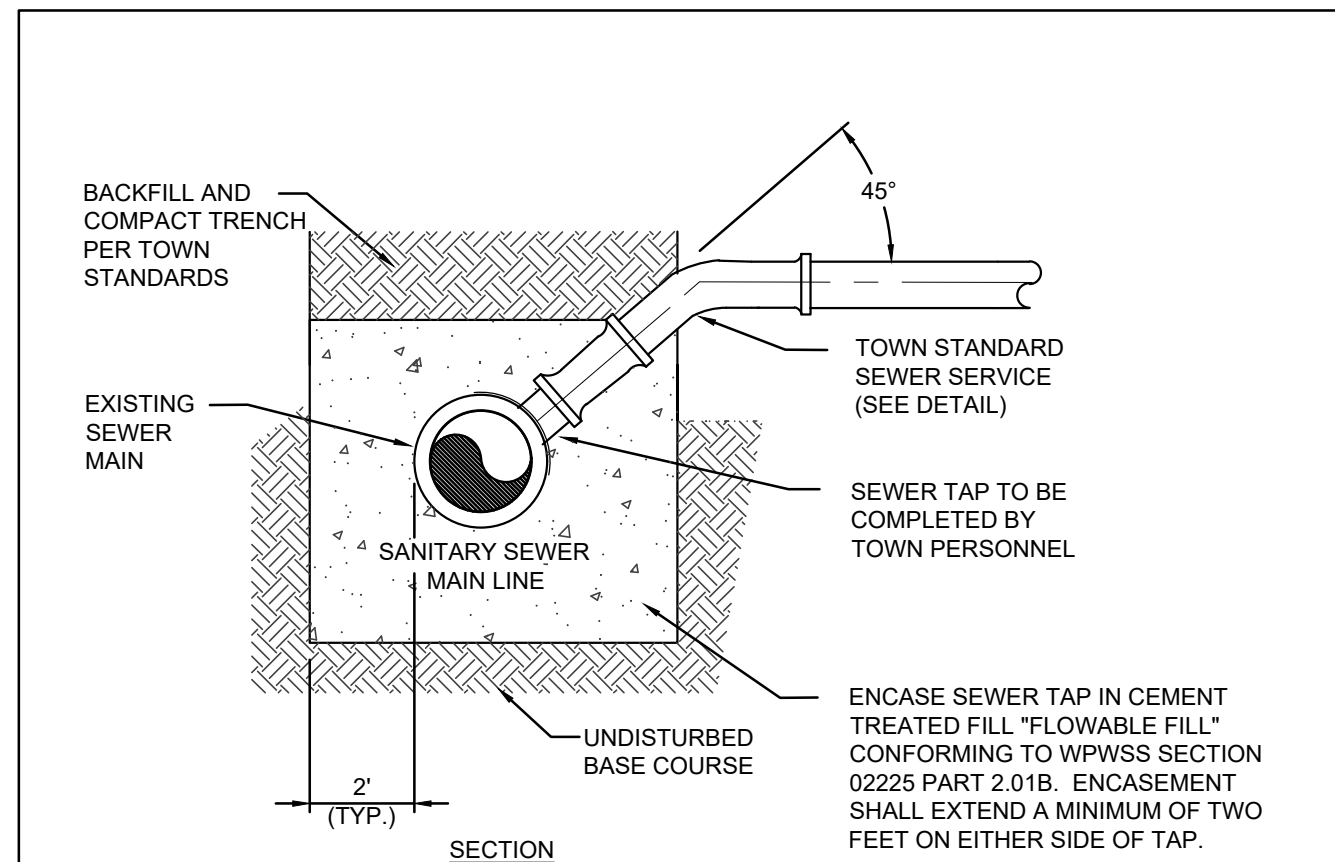
CHECKED BY: RS

PROJECT NO. 245-20-1

SCALE:  
NOTED  
(24"x36" SHEET)

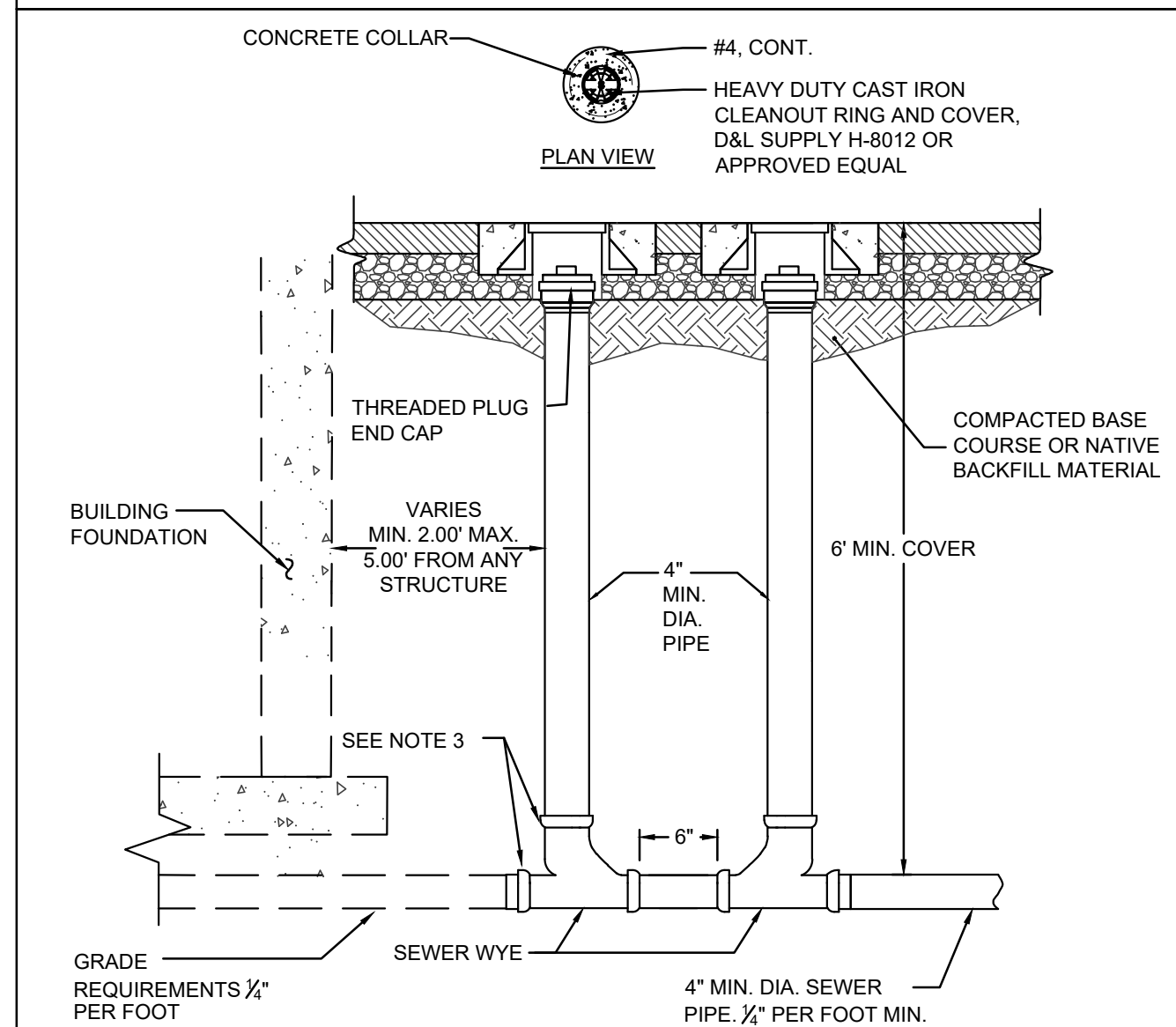
SHEET NO.  
C6





## **TOJ STANDARD SS-115**

### **SEWER LINE TAPPING**

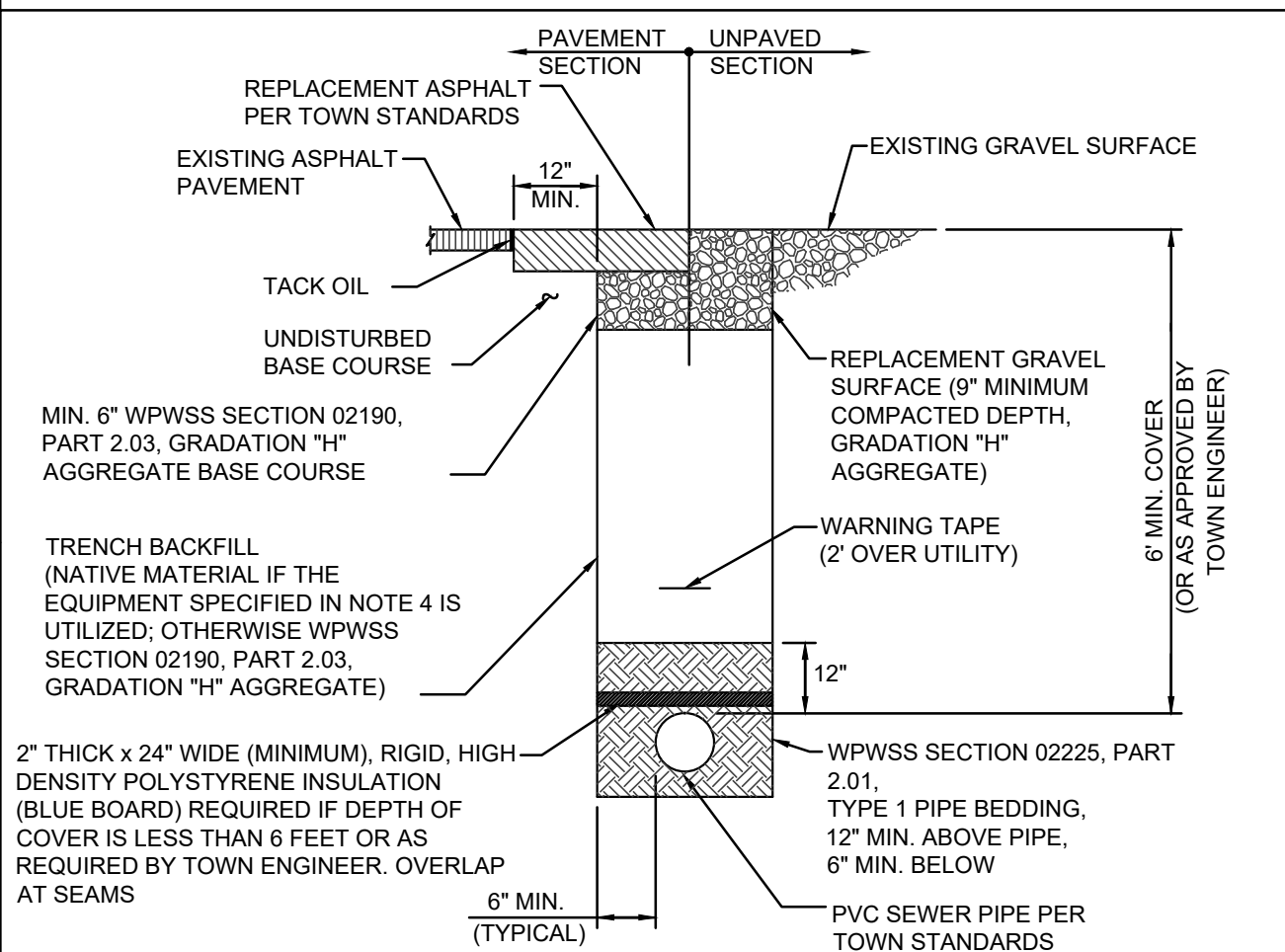


**TOJ STANDARD SS-114**  
**SERVICE LATERAL CLEANOUT**

SEWER SYSTEM NOTES:

1. TRENCHING:
  - 1.1. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY AND EXISTING ASPHALT SHALL CONFORM TO APPLICABLE TOJ SPECIFICATIONS AND STANDARD DETAILS SUCH AS ST-118.
2. SANITARY SEWER SERVICE:
  - 2.1. SCHEDULE 40 SEWER PIPE CONFORMING TO ASTM D1785 AND LISTED WITH NSF-PW STANDARD 61 & STANDARD 14 OR ABS SEWER PIPE CONFORMING TO ASTM F-628 (SCHEDULE CELL CORE PIPE).
  - 2.2. 5.
  - 2.3. ALL WORK AND MATERIALS SHALL CONFORM TO APPLICABLE TOJ SPECIFICATIONS AND STANDARD DETAILS.
3. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. CONTRACTOR TO OBTAIN PERMIT FROM THE TOWN OF JACKSON PRIOR TO COMMENCEMENT OF WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENT.

5. <https://www.jacksonwy.gov/DocumentCenter/View/156/Public-Right-of-Way-Permit-PDF>  
6. SCG TO INSPECT THE SEWER SERVICE PRIOR TO BACKFILLING. THE SEWER SERVICE SHALL ALSO BE VISUALLY INSPECTED BY TOWN PERSONNEL. THIS INSPECTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A REVIEW OF TRENCH BACKFILL, PIPE BEDDING, COMPACTION EFFORTS AND THE WITNESSING OF PIPE LEAKAGE TEST. THESE INSPECTIONS SHALL BE REQUIRED FORM THE POINT OF CONNECTION TO THE TOWN MAIN TO THE POINT OF ENTERING THE BUILDING.



**TOJ STANDARD SS-100**  
**SEWER MAIN & SERVICE TRENCH**

|                                                                                                                                                                                                                                           |  |                         |  |                                            |         |                                            |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------|--|--------------------------------------------|---------|--------------------------------------------|--|
| <div>Civil + Geotechnical Engineering,<br/>Geology, Groundwater,<br/>and Construction Administration<br/><br/>P.O. Box 6482 • 2100 Wilson Road<br/>Jackson, WY, 83002 • Jackson, WY 83001<br/>www.scgengineering.com • 307.413.4399</div> |  |                         |  | <div>SCG</div>                             |         | <div>Summit<br/>Consulting<br/>Group</div> |  |
| PROJECT TITLE:<br>80 E KARNS HOUSING<br>LOT 1&2 BLK 6 MEADOWLAND<br>80 E KARNS AVE<br>TOWN OF JACKSON, WY                                                                                                                                 |  |                         |  | DRAWING TITLE:<br>SEWER UTILITY<br>DETAILS |         |                                            |  |
| REV.                                                                                                                                                                                                                                      |  | DESCRIPTION:            |  | BY:                                        | DATE:   |                                            |  |
| A                                                                                                                                                                                                                                         |  | FOR DEVELOPMENT PERMIT  |  | RS                                         | 5/26/22 |                                            |  |
| B                                                                                                                                                                                                                                         |  | REVISED PEER TOL REVIEW |  | RS                                         | 8/11/22 |                                            |  |
| C                                                                                                                                                                                                                                         |  | 50% CD                  |  | RS                                         | 8/19/22 |                                            |  |
|                                                                                                                                                                                                                                           |  |                         |  |                                            |         |                                            |  |
| CHECKED BY: RS                                                                                                                                                                                                                            |  |                         |  |                                            |         |                                            |  |
| PROJECT NO. 245-20-1                                                                                                                                                                                                                      |  |                         |  |                                            |         |                                            |  |
| SCALE:<br>NOTED<br>(24"x36" SHEET)                                                                                                                                                                                                        |  |                         |  |                                            |         |                                            |  |
| SHEET NO.<br>C7                                                                                                                                                                                                                           |  |                         |  |                                            |         |                                            |  |

1. General Project Information: The project consists of two old town lots, but currently known as 80 E Karns Avenue. Past uses on the property include a mix of single-family residences (rentals).

The properties are within the Town of Jackson (TOJ) corporate limits and can be served with TOJ public water and sewer infrastructure. Lower Valley Energy (LVE) will service the property with power and natural gas.

2. Construction Sequencing: Summer/fall 2022 work includes mass site grading in preparation for the building foundation. Vertical construction starts fall 2022 and likely concludes fall of 2023. **Need to confirm with Shaw.**
3. EA: The project is not within the scenic resource overlay (SRO) nor the natural resource overlay (NRO), therefore, no EA required.
4. Site Access: The property will be accessed directly off of the alley, which is along the southern property boundary. The access driveway is 24-feet wide and terminate at the northern end of the parking lot. The driveways will include all-weather type surfaces that are capable of supporting fire apparatus. A fire apparatus can reach the building from along Karn or King.

There are minor improvements proposed along King and Karns. Karns will have curb and gutter installed. At the intersection, a new ADA ramp will be installed per TOJ standards. Detached 5-ft wide sidewalks will be installed along both streets. The alley will remain unpaved. The driveway and parking areas will remain private.

5. Parking: There are a total of 20 parking stalls. Parking is located along both sides of the access driveway. The eastern parking is beneath the upper level of the apartment building. The western parking spaces are open above. All parking spaces are reserved for tenants.
6. Traffic Analysis: No necessary.
7. Potable Water Supply: The domestic, irrigation and fire water will be supplied via the TOJ's existing public distribution system. The TOJ's existing 8-inch diameter water main is located within the Karns Avenue right-of-way. It is proposed that 4-inch diameter service lines will be extended from the TOJ water main to the building for the purposes of domestic, fire and irrigation supply. Once on the property, the water service lines can remain in private ownership by the developer/owner. Demand calculations will be provided at the of permit, however, existing system improvements are not anticipated.

A standpipe will be added to the building on the lower level to provide connections for the fire department.



8. Sanitary Sewer Systems: An existing sanitary sewer collection network is located in the alley along the south end of the property. It is expected that the existing network has adequate capacity to convey the flows from this project. A wastewater demand analysis will be provided at the time of permit. There are no proposed plans to extend the network beyond the project limits.
9. Storm Sewer: There are no existing TOJ storm sewer system near the property. Within the property, the stormwater system will sheet flow across the parking lot and routed to a detention basin located in the southwest corner of the property. A subterranean infiltration-type detention system may be installed to allow the stormwater to percolate back into the soil stratum. The stormwater system within the property will remain private.
10. Power, Gas and Communication Utilities: The electrical power is provided by LVE. source location for the tie-in will be at the existing vault located in the southwest corner of the property. The service line will feed a meter bank along the southern staircase. There will be one meter per apartment unit.

A single natural gas main is located in the alley right-of-way. Connection may be made to this main to provide natural gas to the building. The demand is expected to be light as all units are serviced by electricity and gas would be utilized for cooking grills, fire pits, etc.

11. Snow Storage: The main snow storage area for the driveway and parking areas are proposed at the northern end of the access driveway.
12. Grading & Erosion Control: The bulk of the site grading will include excavation to provide the space for the subterranean basement storage level. The basement will encompass a small portion of the building footprint. The proposed grading will match the adjacent properties without the addition of retaining structures. New detached sidewalks will be installed along Karns and King.
13. Geotechnical Engineering Information: A geotechnical engineering report has been provided by SCG in the fall of 2020. In general, the native soils beneath the project include dense alluvial fan deposits. These deposits were identified from at the surface and up to 11-feet below existing grade. The deposits are remarked as a dense mix of sand, gravel and cobble. The stony flood-plain deposits are the target foundation bearing soil. No groundwater is anticipated.

Job Name:

Created By:

Date:

2021 IPC

80 E Karn

JGT

5.10.22

LOAD VALUES ASSIGNED TO FIXTURES

| FIXTURE               | OCCUPANCY         | TYPE OF SUPPLY CONTROL | WATER SUPPLY FIXTURE UNITS<br>WSFU | DRAINAGE FIXTURE UNITS<br>DFU | Number of Fixtures | TOTAL WSFU | Total DFU |
|-----------------------|-------------------|------------------------|------------------------------------|-------------------------------|--------------------|------------|-----------|
| Bathroom Group        | Private           | Flush Tank             | 3.6                                | 5                             | 15                 | 54         | 75        |
| Bathroom Group        | Private           | Flushometer Valve      | 8                                  | 6                             |                    | 0          | 0         |
| Bathtub               | Private           | Faucet                 | 1.4                                | 2                             | 0                  | 0          | 0         |
| Bathtub               | Public            | Faucet                 | 4                                  | 2                             |                    | 0          | 0         |
| Bidet                 | Private           | Faucet                 | 2                                  | 1                             |                    | 0          | 0         |
| Combination fixture   | Private           | Faucet                 | 3                                  | 2                             |                    | 0          | 0         |
| Dishwashing machine   | Private           | Automatic              | 1.4                                | 2                             | 15                 | 21         | 30        |
| Drinking fountain     | Offices, etc.     | 3/8" Valve             | 0.25                               | 0.5                           |                    | 0          | 0         |
| Kitchen Sink          | Private           | Faucet                 | 1.4                                | 2                             | 15                 | 21         | 30        |
| Kitchen Sink          | Hotel, restaurant | Faucet                 | 4                                  | 3                             |                    | 0          | 0         |
| Laundry trays(1 to 3) | Private           | Faucet                 | 1.4                                | 2                             |                    | 0          | 0         |
| Lavatory              | Private           | Faucet                 | 0.7                                | 1                             | 10                 | 7          | 10        |
| Lavatory              | Public            | Faucet                 | 2                                  | 1                             |                    | 0          | 0         |
| Service Sink          | Offices, etc.     | Faucet                 | 3                                  | 2                             |                    | 0          | 0         |
| Shower head           | Public            | Mixing Valve           | 4                                  | 3                             |                    | 0          | 0         |
| Shower head           | Private           | Mixing Valve           | 1.4                                | 2                             | 0                  | 0          | 0         |
| Urinal                | Public            | 1" flushometer valve   | 10                                 | 4                             |                    | 0          | 0         |
| Urinal                | Public            | 3/4" flushometer valve | 5                                  | 2                             |                    | 0          | 0         |
| Urinal                | Public            | Flush tank             | 3                                  | 3                             |                    | 0          | 0         |
| Washing machine(8lb)  | Private           | Automatic              | 1.4                                | 2                             | 15                 | 21         | 30        |
| Washing machine (8lb) | Public            | Automatic              | 3                                  | 2                             |                    | 0          | 0         |
| Washing machine(15lb) | Public            | Automatic              | 4                                  | 3                             |                    | 0          | 0         |
| Water closet          | Private           | Flushometer Valve      | 6                                  | 4                             | 10                 | 60         | 40        |
| Water closet          | Private           | Flush Tank             | 2.2                                | 3                             | 0                  | 0          | 0         |
| Water closet          | Public            | Flushometer Valve      | 10                                 | 4                             |                    | 0          | 0         |
| Water closet          | Public            | Flush Tank             | 5                                  | 3                             |                    | 0          | 0         |
| Water closet          | Private or Public | Flushometer Tank       | 2                                  | 3                             |                    | 0          | 0         |

|                    |      |     |
|--------------------|------|-----|
|                    | WSFU | DFU |
| Total For Building | 184  | 215 |

ESTIMATED PEAK WATER SUPPLY DEMAND PER IPC TABLE E103.3

65 GPM

Utility Study  
WATER / SEWER DEMANDS

BY: JT

Date: 5.13.22

|                                 |     |     |
|---------------------------------|-----|-----|
| Average Day Demand <sup>1</sup> | 125 | gpd |
| Maximum Day Demand <sup>1</sup> | 340 | gpd |
| Peak Hour Factor <sup>3</sup>   | 4   | PHF |

| WATER DEMAND        |                                    |                                 |                     |                       |                       |                   |
|---------------------|------------------------------------|---------------------------------|---------------------|-----------------------|-----------------------|-------------------|
|                     | Occupancy<br>Per Unit <sup>4</sup> | Number of<br>Units <sup>4</sup> | Total<br>Occupancy  | Average TOTAL,<br>gpd | Maximum<br>TOTAL, gpd | PEAK HOUR,<br>gpm |
| Unit - 2 Bedroom    | 2                                  | 10                              | 20                  | 2,500                 | 6,800                 | 18.9              |
| Unit - 1 Bedroom    | 1                                  | 5                               | 5                   | 625                   | 1,700                 | 4.7               |
| Subtotal Housing    |                                    |                                 |                     | 3,125                 | 8,500                 | 23.6              |
|                     | Quantity                           | Unit                            | Average<br>inch/day | Average TOTAL,<br>gpd | Maximum<br>TOTAL, gpd | PEAK HOUR,<br>gpm |
| Irrigation System   | 1,500                              | SF                              | 0.25                | 234                   | 468                   | 1.3               |
| Subtotal Irrigation |                                    |                                 |                     | 234                   | 468                   | 1.3               |
| TOTAL WATER DEMAND  |                                    |                                 |                     | 3,359                 | 8,968                 | 25                |

|                                   |     |     |
|-----------------------------------|-----|-----|
| Maximum Day Demand <sup>2</sup>   | 150 | gpd |
| Average Daily Demand <sup>2</sup> | 60% | gpd |
| Peak Hour Factor <sup>3</sup>     | 4   | PHF |

| SANITARY SEWER DEMAND       |                      |                                 |                   |                       |                       |                   |
|-----------------------------|----------------------|---------------------------------|-------------------|-----------------------|-----------------------|-------------------|
|                             | Bedrooms<br>Per Unit | Number of<br>Units <sup>4</sup> | Total<br>Bedrooms | Average TOTAL,<br>gpd | Maximum<br>TOTAL, gpd | PEAK HOUR,<br>gpm |
| Unit - 2 Bedroom            | 2                    | 10                              | 20                | 1800                  | 3000                  | 8.3               |
| Unit - 1 Bedroom            | 1                    | 5                               | 5                 | 450                   | 750                   | 2.1               |
| TOTAL SANITARY SEWER DEMAND |                      |                                 |                   | 2,250                 | 3,750                 | 10                |

Note:

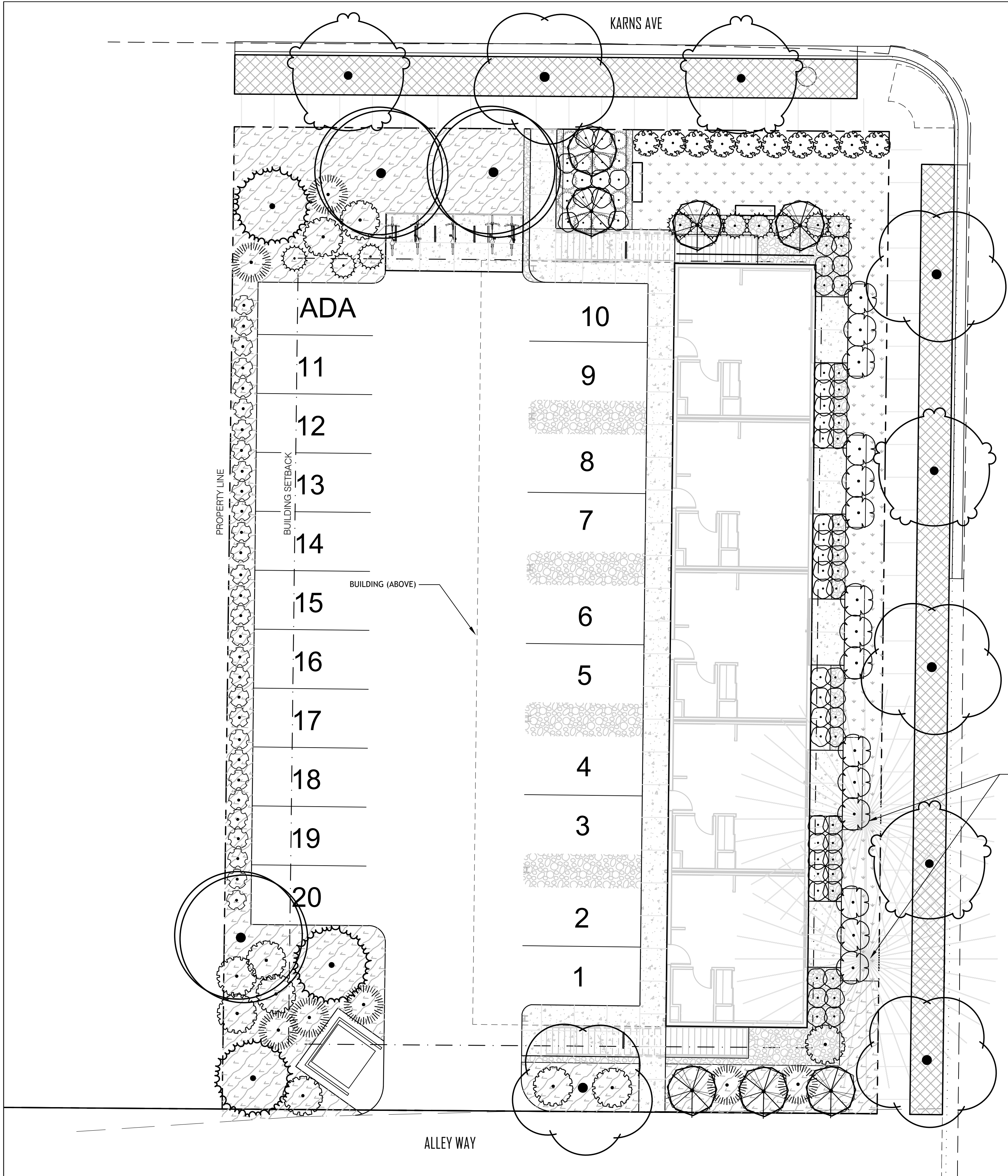
<sup>1</sup> Water Demand based on daily rates from the WYDEQ CH 12, Section 8

<sup>2</sup> Sewer Demand based on daily flow rates from the WYDEQ CH 25, Section 3, Table 1

<sup>3</sup> Peak Hour Factor based on busiest hour occurring during the busiest quarter of the day

<sup>4</sup> Occupancy/Bedroom count based on current development program





PLANTING & IRRIGATION NOTES

1. Refer to Civil Engineer's utility plan. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.

2. Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.

3. Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.

4. Obtain approval of finish grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be 1/4 inches below adjacent edging or paving. Confirm mulch depth and whether lawns are to be seed or sod. Once finish grade has been approved, no vehicle or human traffic will be allowed into approved areas other than that necessary for planting to prevent topsoil compaction.

5. Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.

6. Contractor to supplement existing native surface topsoil as necessary. Obtain supplemental weed free topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Do not obtain from agricultural lands, bogs, or marshes.

7. For areas to receive sod or seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
8. Compost mulch shall be organic, well-composted, stable, and weed-free organic matter, pH range of 5.5-6.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decilemers/m; not to exceed 0.5 percent inert contaminants and free of substances toxic to planting, organic matter content 50 to 60 percent of dry weight. Source: Glacier Gold Compost or approved equal.

9. The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Landscape Architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site. All landscaping material shall comply with Wyoming Nursery Stock Law.

10. All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.

11. Irrigation system is to be design build by Contractor. All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller. All trees, shrubs, and perennials shall be drip irrigated and all turf areas shall be irrigated with a spray or rotor system. Contractor shall demonstrate full system coverage prior to acceptance and before plant material installation. Contractor shall provide a reproducible as-built drawing of installed irrigation system at conclusion of project. Irrigation system will have backflow preventer device installed at water source per Town of Jackson Standards.

12. The irrigation system shall be operational prior to plant installation or temporary irrigation measures shall be provided in the interim. The method of temporary irrigation shall be approved by the Landscape Architect prior to plant material installation.

13. No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
14. For ball & burlap trees, remove burlap from top 1/3 of rootball and entire wire basket as tree pits are backfilled.

15. All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.

16. During construction and prior to final acceptance, Contractor shall observe the project site for the growth of noxious weeds. Contractor shall report the growth of noxious weeds to the Teton County Weed and Pest District Office. Contractor and Owner shall implement a weed control program to control noxious weeds.

17. After an area has been planted, no human or vehicle traffic other than that required for plant maintenance will be allowed inside said area to prevent plant damage. Contractor will be responsible for replacing all damaged plant material from planting until project completion. Note that this note does not affect any plant warranty offered by the landscape contractor.

18. All seed shall comply with Wyoming Seed Law. Seed shall be purchased from a licensed supplier by the Wyoming Department of Agriculture. Sources of seed and landscaping material shall be verified as not containing noxious weeds or exotic species.

19. Planting period for seed and sod shall be immediately after finish grading and irrigation installation are accepted but no later than September 30 for sod.

20. All disturbed areas not receiving other treatment are to receive native sod. Contractor to verify exact amount in field. Field verification takes precedence over quantity listed.

LEGEND

- PROPERTY BOUNDARY
- SITE DEVELOPMENT SETBACK
- BUILDING SETBACK
- ROADWAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- TF TREE FENCING
- SW STRAW WATTLE
- SF SILT FENCE
- LIMIT OF DISTURBANCE

KIND STREET

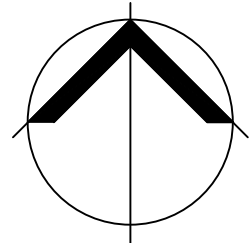
(2) EXISTING SPRUCE TREES TO BE REMOVED

PLANT SCHEDULE

| TREES                  | BOTANICAL NAME                             | COMMON NAME                                                                                                                                          | SIZE    | CONTAINER | QTY      |
|------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|----------|
|                        | Betula nigra                               | River Birch                                                                                                                                          | 3" Cal. | B&B       | 3        |
|                        | Fraxinus pennsylvanica 'Patmore'           | Patmore Green Ash                                                                                                                                    | 3" Cal. |           | 4        |
|                        | Picea pungens                              | Colorado Spruce                                                                                                                                      | 14'     | B&B       | 3        |
|                        | Populus tremula 'Erecta'                   | European Columnar Aspen                                                                                                                              | 3" Cal. | B&B       | 7        |
|                        | Populus tremuloides                        | Quaking Aspen                                                                                                                                        | 3" Cal. |           | 5        |
| SHRUBS                 | BOTANICAL NAME                             | COMMON NAME                                                                                                                                          | SIZE    | CONTAINER | QTY      |
|                        | Cornus sericea                             | Red Twig Dogwood                                                                                                                                     | 1 gal.  |           | 10       |
|                        | Crataegus douglasii                        | Douglas Hawthorn                                                                                                                                     | 6'      | B&B       | 7        |
|                        | Prunus virginiana                          | Chokecherry                                                                                                                                          | 8'      | B&B       | 10       |
|                        | Sorbaria sorbifolia                        | Ash Leaf Spirea                                                                                                                                      | 10 gal. |           | 10       |
|                        | Syringa vulgaris                           | Common Lilac                                                                                                                                         | 6'      | B&B       | 15       |
| PERENNIALS AND GRASSES | BOTANICAL NAME                             | COMMON NAME                                                                                                                                          | SIZE    | CONTAINER | QTY      |
|                        | Calamagrostis x acutiflora 'Karl Foerster' | Karl Foerster Feather Reed Grass                                                                                                                     | 1 gal.  |           | 30       |
|                        | Perennials and Grasses                     | Exact Species TBD<br>-Nepeta fassenii<br>-Helichotrichon sempervirens<br>-Deschampsia cespitosa<br>-Salvia pratensis<br>-Hemerocallis 'Purple d'Oro' | 1 gal.  |           | 77       |
| GROUND COVERS          | BOTANICAL NAME                             | COMMON NAME                                                                                                                                          | SIZE    | CONTAINER | QTY      |
|                        |                                            | Drought Resistant Turf or Meadow Sod                                                                                                                 | sod     |           | 1,294 sf |
|                        |                                            | Drought Resistant Turf                                                                                                                               | sod     |           | 844 sf   |
|                        |                                            | Native Meadow Sod                                                                                                                                    | sod     |           | 2,245 sf |

INVASIVE SPECIES MANAGEMENT PLAN

PROJECT OWNER: TETON COUNTY HOSPITAL DISTRICT DBA ST. JOHN'S MEDICAL CENTER  
ADDRESS: 80 W. KARNS AVE.  
GEC PERMIT: GEC 2022-\_\_\_\_  
Contact Teton County Weed and Pest (TCWP) no less than 3 weeks prior to construction so they may complete an invasive species inventory of the site.  
Inventory Completed By: \_\_\_\_\_  
Invasive Species Inventoried:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
**Pre-Construction Management Strategies:**  
**\*applicable to construction beginning after May 1 and before November 15\***  
1. Known infestations will be treated at least two weeks prior to construction using methods listed below.  
**Active Construction Management Strategies:**  
1. All construction equipment will be cleaned prior to entering the site.  
2. Soil stockpiles will be routinely checked and treated for invasive species.  
3. Disturbance outside of the construction zone and in areas where invasive species are present will be minimized.  
4. All areas outside of the construction zone will be kept on active management using the methods listed below. This area will be monitored and treated at least twice each growing season.  
**Post-Construction Management Strategies:**  
1. Revegetation will occur immediately after construction is complete to prevent the establishment of invasive species in the disturbed areas.  
2. Nursery stock will be used in accordance with W.S. 11-9-101 109 (Wyoming Nursery Stock Law), accompanied by a valid health certificate, and acquired through a dealer licensed by the Wyoming Department of Agriculture. Seeds will be used in accordance with W.S. 11-12-101 125 (Wyoming Seed Law), certified weed free, and acquired through a dealer licensed by the Wyoming Department of Agriculture.  
3. Certified weed free straw, gravel, and soil will be utilized as possible.  
4. TCWP will be contacted to create a post-construction inventory.  
**Management Strategies by Species:**  
1. The following document is incorporated by reference:  
[http://www.tcweed.org/wp-content/uploads/2017/04/Control-Options-Table\\_2017.pdf](http://www.tcweed.org/wp-content/uploads/2017/04/Control-Options-Table_2017.pdf)  
2. These management strategies shall be employed for all invasive species inventoried on the site.



Karns Apartment Building

80 Karns Ave  
Jackson, WY  
83001

|                 |            |
|-----------------|------------|
| Project Number: | 2023       |
| Issue:          | 50% CD     |
| Date:           | 08.19.2022 |
| Drawn By:       | MHA        |
| Checked By:     | HNF        |
| Revisions:      |            |
| # Rev.          | Date:      |

Sheet title:  
Planting Plan

L2.0  
2022 Dynia Architects

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# STAFF REPORT



|                               |                                                                        |                        |                 |
|-------------------------------|------------------------------------------------------------------------|------------------------|-----------------|
| <b>Meeting Date:</b>          | September 6, 2022                                                      | <b>Meeting Title:</b>  | Regular Meeting |
| <b>Submitting Department:</b> | Personnel/Town Clerk                                                   | <b>Presenter:</b>      | Riley Taylor    |
| <b>Agenda Item:</b>           | Resolution #22-20 JH Airport FAA Grant for Terminal Building Expansion | <b>Public Comment:</b> | Yes             |

## **Purpose & Policy Considerations.**

The purpose of this item is to consider a resolution authorizing the Jackson Hole Airport Board to accept FAA Grant No. 3-56-0014-072-2022 in the amount of \$8,000,000 for the purpose of terminal building expansion.

## **Requested Action.**

To approve Jackson Hole Airport acceptance of FAA Grant No. 3-56-0014-072-2022 by adopting Resolution #22-20.

## **Recommendations.**

Staff recommends adoption of the resolution.

## **Background.**

The Board has received a grant offer from the FAA in the amount of \$8,000,000 for Terminal Building Expansion.

The Teton County Board of County Commissioners, Town Council, and Jackson Hole Airport Board must each accept and approve grants and amendments thereto for improvements at the Jackson Hole Airport. The FAA requires a resolution by each as the acceptance and approval method.

The funding will be used for demolishing the existing 3,900 square feet of restaurant space, a new 7,300 square foot passenger holdroom serving two new commercial gates, and a renovated restaurant space.

## **Analysis.**

The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, Jackson Hole Airport Board, Teton County, and the Town of Jackson.

## **Possible Alternatives.**

Deny approval of the Resolution

## **Comprehensive Plan & Priority Alignment.**

This item is directly aligned with Quality Community Service Provision, specifically that the Town:

- Maintain current, coordinate service delivery (Principle 8.1)
- Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

## **Fiscal Impact.**

Approval of the resolution will have no fiscal impact on the Town's budget.

## **Staff Impact.**

Staff spent approximately 2 hours reviewing the grant documents and preparing the resolution and staff report.

## **Attachments or Links.**

Resolution #22-20

AIP Grant No. 3-56-0014-072-2022



## Grant Application and Information

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

I move to adopt Resolution #22-20 allowing the Jackson Hole Airport Board to accept FAA Grant 3-56-0014-072-2022 for the purpose of terminal building expansion, as more fully and particularly set forth in the Project Application.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING  
RESOLUTION 22-20**

A RESOLUTION PROVIDING APPROVAL FOR A GRANT FOR

EXPAND TERMINAL BUILDING  
AIP GRANT NO. 3-56-0014-072-2022

**WHEREAS**, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968 pursuant to Wyoming Statute §10-5-202; is deemed a joint power board pursuant to Wyoming Statute §16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

**WHEREAS**, as such the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

**WHEREAS**, the Board has received a grant offer from FAA to “Expand Terminal Building” at the Airport in the maximum amount of \$8,000,000, and the Board desires to accept such grant; and

**WHEREAS**, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Airport to receive such a grant.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA AIP Grant Number 3-56-0014-072-2022 in the maximum amount of \$8,000,000 for the purpose of “Expand Terminal Building,” as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 6th day of September 2022

**TOWN OF JACKSON, WYOMING**

**ATTEST:**

\_\_\_\_\_  
Riley Taylor, Town Clerk

By: \_\_\_\_\_  
Arne Jorgensen, Vice Mayor

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

Jackson Hole Airport (JAC)

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

AIP 3.56.0014.072.2022

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

Jackson Hole Airport Board

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

83-0215181

\* c. UEI:

KELEZHCKXHL6

**d. Address:**

\* Street1:

PO Box 159

Street2:

1250 East Airport Road

\* City:

Jackson

County/Parish:

Teton County

\* State:

WY: Wyoming

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

83001-0159

**e. Organizational Unit:**

Department Name:

Division Name:

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

Prefix:

Mr.

\* First Name:

James

Middle Name:

P.

\* Last Name:

Elwood, A.A.E.

Suffix:

Title:

Executive Director

Organizational Affiliation:

\* Telephone Number:

307-733-7695

Fax Number:

307-733-9270

\* Email:

jim.elwood@jhairport.org

Application for Federal Assistance SF-424

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

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Airport Board

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\* 12. Funding Opportunity Number:

N/A

\* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

Jackson Hole, Teton County, Wyoming

Add Attachment

Delete Attachment

View Attachment

\* 15. Descriptive Title of Applicant's Project:

Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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

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

Add Attachment

Delete Attachment

View Attachment

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

|                     |                                           |
|---------------------|-------------------------------------------|
| * a. Federal        | <input type="text" value="8,000,000.00"/> |
| * b. Applicant      | <input type="text" value="168,421.00"/>   |
| * c. State          | <input type="text" value="252,632.00"/>   |
| * d. Local          | <input type="text" value="0.00"/>         |
| * e. Other          | <input type="text" value="0.00"/>         |
| * f. Program Income | <input type="text" value="0.00"/>         |
| * g. TOTAL          | <input type="text" value="8,421,053.00"/> |

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

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

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

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

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: 

\* Signature of Authorized Representative:

DocuSigned by:

James P. Elwood

\* Date Signed: 

47EE5030F5AF4FD...



## PART II – PROJECT APPROVAL INFORMATION

The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

☒ Yes      ☐ No

☒ Yes    ☐ No    ☐ N/A

☐ Yes    ☒ No    ☐ N/A

☐ Yes    ☒ No    ☐ N/A

☐ Yes    ☒ No    ☐ N/A

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

☐ Yes    ☒ No    ☐ N/A

☐ Negotiated Rate equal to \_\_\_\_\_ % as approved by \_\_\_\_\_ (the Cognizant Agency)  
on \_\_\_\_\_ (Date) (2 CFR part 200, appendix VII).

Page 1 of 7

**PART II - SECTION B****Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Teton County Land Use Plan has zoned the area west and south of the airport for residential development but restricted the density to one unit per three acres. The plan also requires public notification of subdivision plats that are in close proximity to the airport. Construction of hazards to air navigation are prohibited by Section 26 of the plan.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

True

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

True

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Not Applicable.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Use Agreement with the Department of the Interior, dated April 27, 1983, had a term expiring in 2033. A 2011 amendment granted the Board two term extension options; the first was exercised to extend the term to April 27, 2043. The Board has one more option to extend the term to April 27, 2053. There have been no other changes in property interest held by the Sponsor as shown on the attached Exhibit "A" since AIP Project No. 3-56-0014-31. No adverse encumbrances, exceptions, or other interests exist on the property interest held by the Sponsor as shown in Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

| <b>SECTION A – GENERAL</b>       |        |
|----------------------------------|--------|
| 1. Assistance Listing Number:    | 20.106 |
| 2. Functional or Other Breakout: |        |

| <b>SECTION B – CALCULATION OF FEDERAL GRANT</b>                |                                                            |                                                                    |                              |
|----------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------|------------------------------|
| <b>Cost Classification</b>                                     | <b>Latest Approved Amount<br/>(Use only for revisions)</b> | <b>Adjustment<br/>+ or (-) Amount<br/>(Use only for revisions)</b> | <b>Total Amount Required</b> |
| 1. Administration expense                                      |                                                            |                                                                    |                              |
| 2. Preliminary expense                                         |                                                            |                                                                    |                              |
| 3. Land, structures, right-of-way                              |                                                            |                                                                    |                              |
| 4. Architectural engineering basic fees                        |                                                            |                                                                    |                              |
| 5. Other Architectural engineering fees                        |                                                            |                                                                    |                              |
| 6. Project inspection fees                                     |                                                            |                                                                    |                              |
| 7. Land development                                            |                                                            |                                                                    |                              |
| 8. Relocation Expenses                                         |                                                            |                                                                    |                              |
| 9. Relocation payments to Individuals and Businesses           |                                                            |                                                                    |                              |
| 10. Demolition and removal                                     |                                                            |                                                                    |                              |
| 11. Construction and project improvement                       |                                                            |                                                                    | 8,421,053                    |
| 12. Equipment                                                  |                                                            |                                                                    |                              |
| 13. Miscellaneous                                              |                                                            |                                                                    |                              |
| 14. <b>Subtotal</b> (Lines 1 through 13)                       |                                                            |                                                                    | \$ 8,421,053                 |
| 15. Estimated Income (if applicable)                           |                                                            |                                                                    | 0                            |
| 16. Net Project Amount (Line 14 minus 15)                      |                                                            |                                                                    | 8,421,053                    |
| 17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.) |                                                            |                                                                    | 0                            |
| 18. <b>Subtotal</b> (Lines 16 through 17)                      |                                                            |                                                                    | \$ 8,421,053                 |
| 19. Federal Share requested of Line 18                         |                                                            |                                                                    | 8,000,000                    |
| 20. Grantee share                                              |                                                            |                                                                    | 168,421                      |
| 21. Other shares                                               |                                                            |                                                                    | 252,632                      |
| 22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)                   |                                                            |                                                                    | \$ 8,421,053                 |



| SECTION C – EXCLUSIONS                                     |                                     |
|------------------------------------------------------------|-------------------------------------|
| 23. Classification (Description of non-participating work) | Amount Ineligible for Participation |
| a.                                                         |                                     |
| b.                                                         |                                     |
| c.                                                         |                                     |
| d.                                                         |                                     |
| e.                                                         |                                     |
| f.                                                         |                                     |
| g. <b>Total</b>                                            |                                     |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE |                   |
|------------------------------------------------------------|-------------------|
| 24. Grantee Share – Fund Categories                        | Amount            |
| a. Securities                                              |                   |
| b. Mortgages                                               |                   |
| c. Appropriations (by Applicant)                           | 168,421           |
| d. Bonds                                                   |                   |
| e. Tax Levies                                              |                   |
| f. Non-Cash                                                |                   |
| g. Other (Explain):                                        |                   |
| h. <b>TOTAL</b> - Grantee share                            | \$ 168,421        |
| 25. Other Shares                                           | Amount            |
| a. State                                                   | 252,632           |
| b. Other                                                   |                   |
| c. <b>TOTAL</b> - Other Shares                             | \$ 252,632        |
| <b>26. TOTAL NON-FEDERAL FINANCING</b>                     | <b>\$ 421,053</b> |

| SECTION E – REMARKS<br>(Attach sheets if additional space is required)                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The following item(s) are incorporated by reference:</p> <ul style="list-style-type: none"> <li>- Exhibit "A" Property Map (attached)</li> <li>- Standard Title VI Assurances (attached)</li> <li>- Sponsor Certifications (attached)</li> <li>- Current FAA Advisory Circulars (attached)</li> <li>- Airport Sponsor Assurances (attached)</li> </ul> |

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)**PROJECT:** Expand Terminal Building - passenger departure holdrooms-2, overflow area and associated support space**AIRPORT:** Jackson Hole Airport (JAC)**1. Objective:**

The existing terminal building will be expanded by 18,712 square feet and will extend the linear terminal configuration. On the main level, two passenger departure holdrooms and additional public seating in the food service area will be added and on the lower level a passenger overflow/waiting area with restrooms will be added. With the growth of ecotourism and outdoor recreation in northwest Wyoming, passenger activity at JAC continues to increase. The gate additions and other improvements will expand the JAC terminal facilities to support current and future commercial operations.

**2. Benefits Anticipated:**

The terminal building expansion and renovated area will enhance the passenger experience and improve passenger mobility in the terminal environment by increasing passenger departure waiting areas, creating an open floor plan that will improve passenger circulation and be ADA compliant with dedicated seating areas and better food service area access. The mechanical systems will be upgraded to meet the 2018 International Energy Conservation Code, resulting in high performing mechanical systems that are more efficient and environmentally friendly.

**3. Approach:** (See approved Scope of Work in Final Application)

The terminal expansion project is being completed through the FAA accepted construction manager-at-risk (CMAR) process. The first step of the CMAR included the selection of the design team - CLB (architect) and KLJ (program manager). Wadman Corporation was selected to complete the construction component of the project at the 30 percent design stage. Through the CMAR process the design progressed with contractor constructability reviews and input. By October 2021, the project design was completed and a guaranteed maximum contract price was set. Construction commenced December 2021 and is anticipated to be complete December 2022. The referenced design/program manager team has and continues to provide project monitoring and oversight. When construction is completed, the design team will assist the airport with all FAA final project administrative documentation for project closeout.

It is noted this project is partially financed with FY2022 BIL Airport Terminals Program (ATP) funding. In March 2022, JAC applied for competitive discretionary BIL ATP funding to expand the terminal building to increase capacity and passenger access. On July 7, 2022, the FAA awarded JAC FY2022 BIL ATP funding in the amount of \$8,000,000 for this project. The BIL ATP falls under the authority of the Airport Improvement Program (AIP).

**4. Geographic Location:**

Jackson Hole Airport, 1250 East Airport Road, Jackson, WY 83001, Teton County (all items of development proposed under this project will be on Airport property)

**5. If Applicable, Provide Additional Information:**

Not Applicable.

**6. Sponsor's Representative:** (include address & telephone number)

Mr. James P. Elwood, A.A.E., Jackson Hole Airport Board, P.O. Box 159, Jackson, Wyoming 83001;  
ph: (307)733-7695; e-mail: jim.elwood@jhairport.org

**CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION**

Jackson Hole Airport Board

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr. \* First Name: James Middle Name: P.  
\* Last Name: Elwood, A.A.E. Suffix:  
\* Title: Executive Director

**\* SIGNATURE:** DocuSigned by:

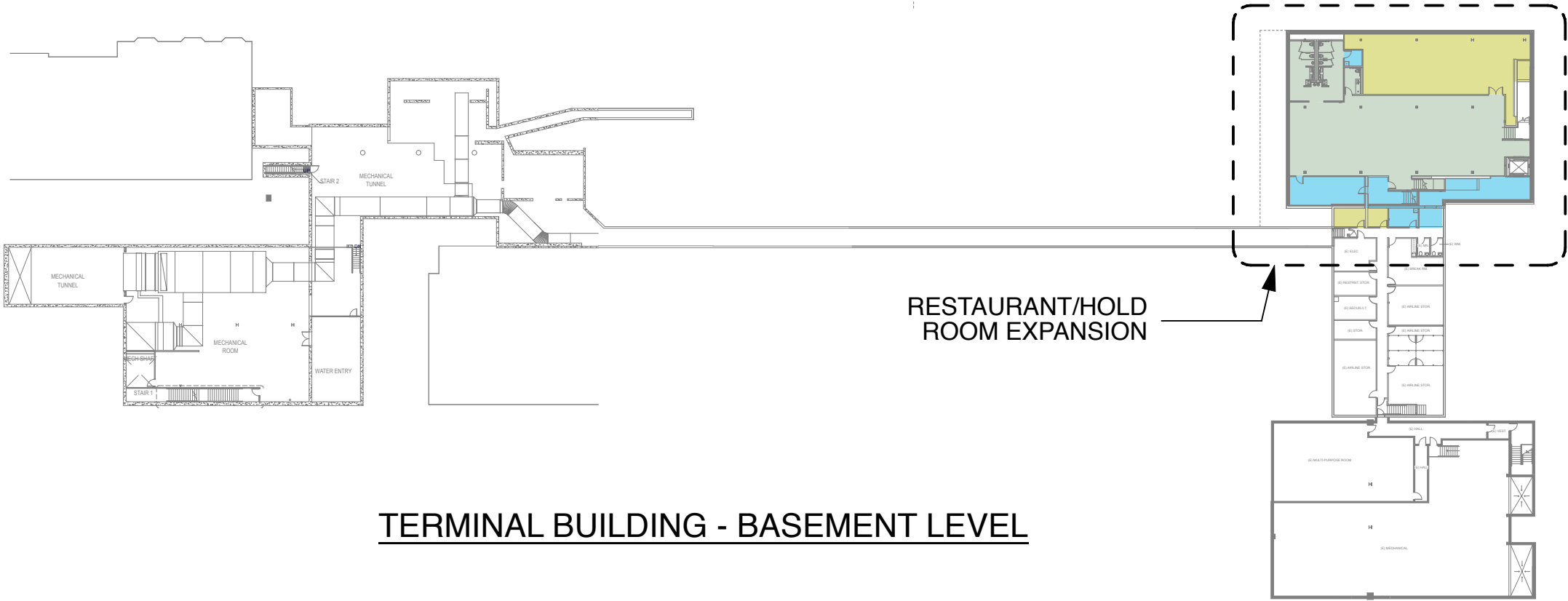
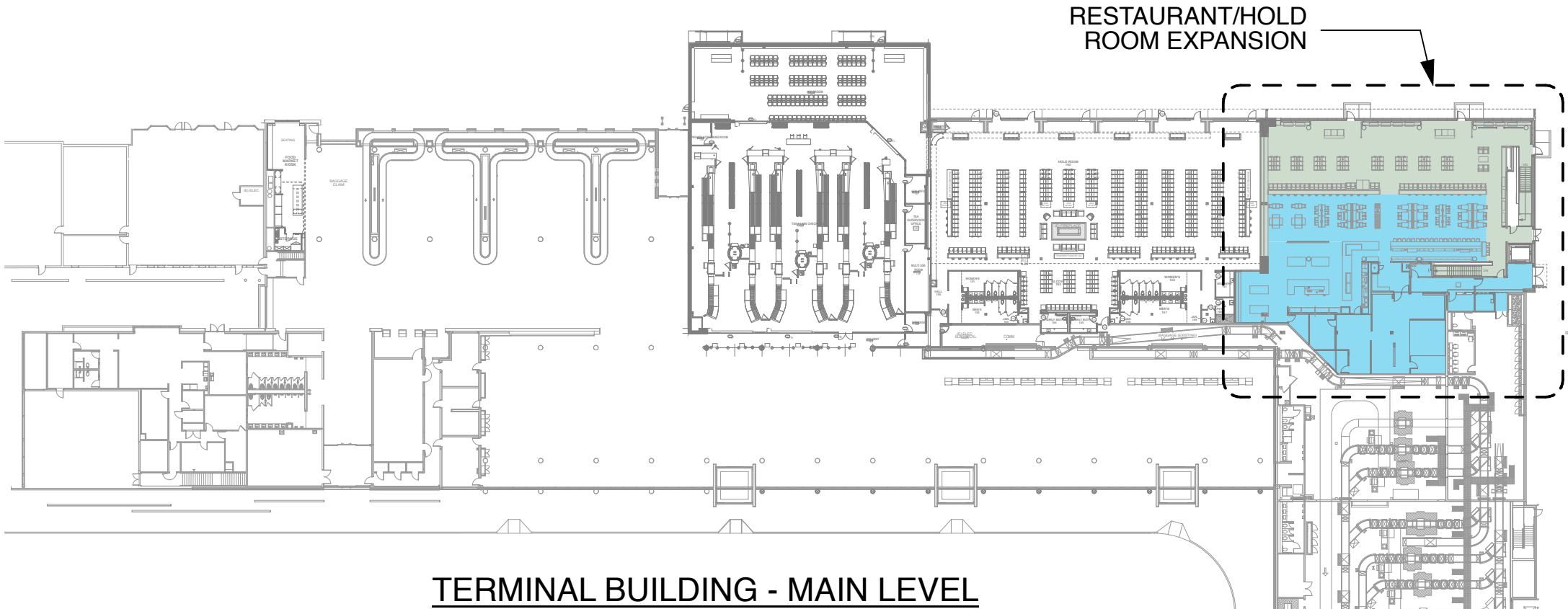
James P. Elwood

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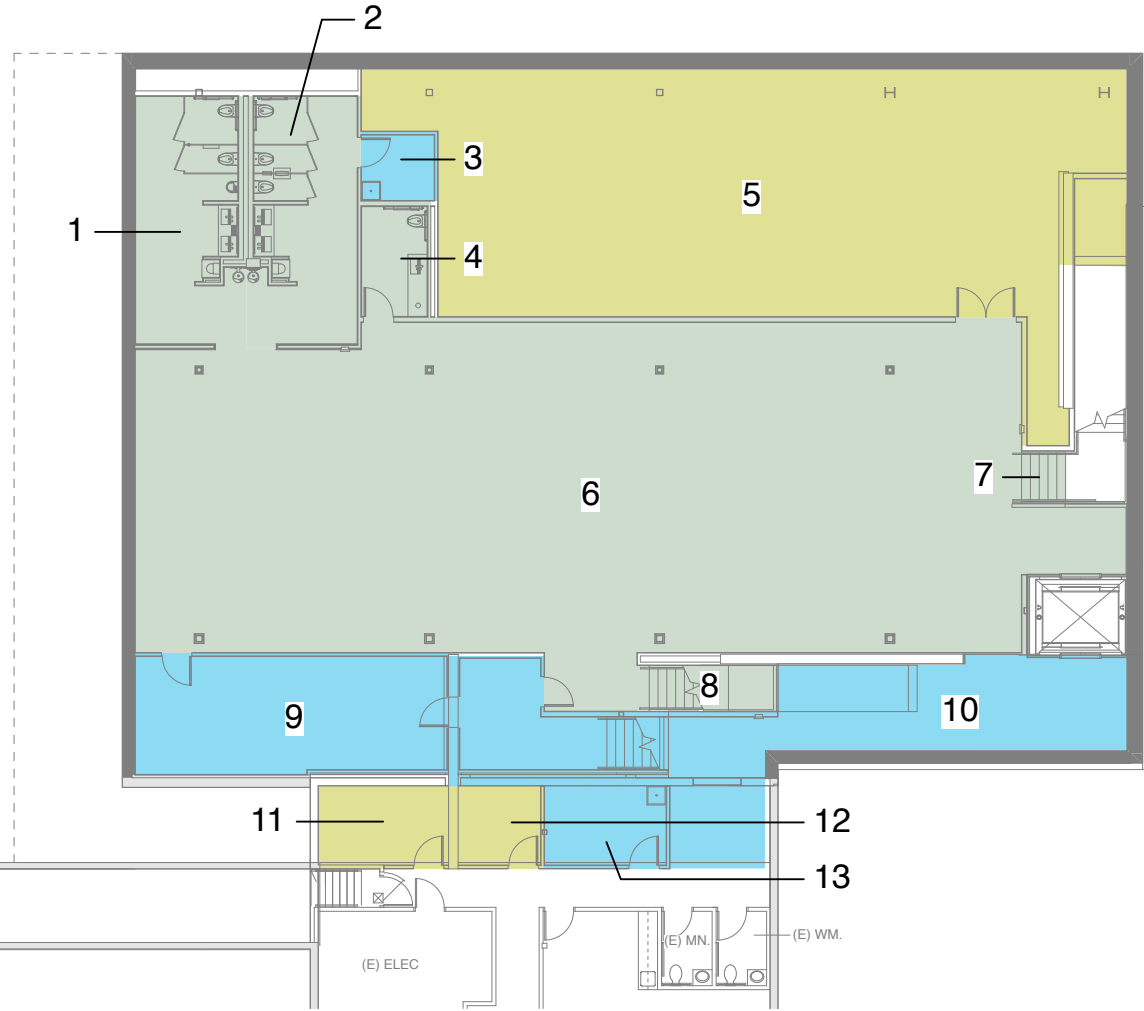
\* DATE: 8/24/2022

| TABULATIONS        |          |
|--------------------|----------|
| TOTAL ELIGIBLE     | 8,373 SF |
| TOTAL INELIGIBLE   | 8,219 SF |
| TOTAL PRORATED     | 2,125 SF |
| ELIGIBLE PRORATION | 50%      |

| FUNDING DETERMINATION |                 |
|-----------------------|-----------------|
| TOTAL GMP             | \$18,355,723.65 |
| LESS CIVIL COSTS      | \$1,150,000.00  |
| GMP REMAINING         | \$17,205,723.65 |
| ELIGIBLE PRORATION    | 50%             |
| ELIGIBLE COSTS        | \$8,602,861.82  |

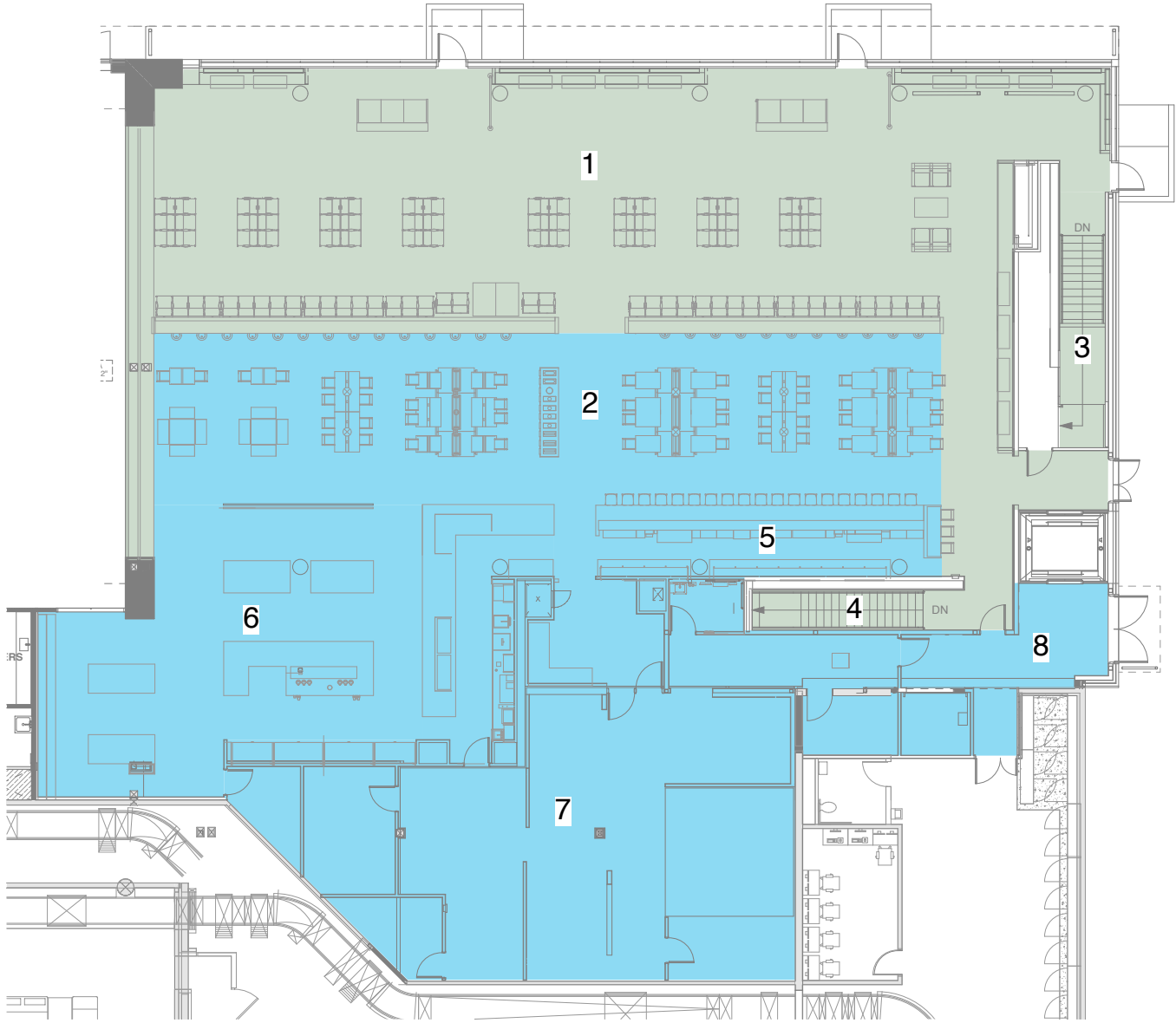


NORTH BASEMENT WEST



| ROOM# | DESCRIPTION        | SF   | CAT.  |
|-------|--------------------|------|-------|
| 1     | MENS RESTROOM      | 310  | ELIG. |
| 2     | WOMENS RESTRM.     | 310  | ELIG. |
| 3     | JANITOR            | 58   | NON   |
| 4     | FAMILY RESTRM.     | 87   | ELIG. |
| 5     | MECHANICAL         | 1923 | PRO   |
| 6     | HOLD ROOM OVERFLOW | 3303 | ELIG. |
| 7     | PUBLIC STAIR 1     | 25   | ELIG. |
| 8     | PUBLIC STAIR 2     | 68   | ELIG. |
| 9     | STORAGE            | 415  | NON   |
| 10    | CORRIDOR           | 750  | NON   |
| 11    | IT/ELEC            | 125  | PRO   |
| 12    | MECHANICAL         | 77   | PRO   |
| 13    | JANITOR            | 112  | NON   |

NORTHWEST CONCOURSE



| ROOM# | DESCRIPTION    | SF   | CAT.  |
|-------|----------------|------|-------|
| 1     | HOLD ROOM      | 3978 | ELIG. |
| 2     | PUBLIC SEATING | 1955 | NON   |
| 3     | PUBLIC STAIR 1 | 169  | ELIG. |
| 4     | PUBLIC STAIR 2 | 123  | ELIG. |
| 5     | BAR SERVICE    | 402  | NON   |
| 6     | CONCESSIONS    | 1278 | NON   |
| 7     | KITCHEN        | 2904 | NON   |
| 8     | RECEIVING      | 345  | NON   |

**LEGEND**

ELIGIBLE

NON-ELIGIBLE

PRORATED



## **CONTRACTOR CONTRACTUAL REQUIREMENTS**

### **ATTACHMENT 1**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## REQUIRED STATEMENTS AIRPORT IMPROVEMENT PROGRAM PROJECTS

**AIRPORT:** Jackson Hole Airport (JAC)

**LOCATION:** Jackson, Wyoming

**AIP PROJECT NO.:** 3.56.0014.072.2022

### STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Jackson Hole Airport (JAC).
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Jackson Hole Airport (JAC), and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

DocuSigned by:

BY: James P. Elwood

DATE: 8/24/2022

TITLE: James P. Elwood, A.A.E., Executive Director

**SPONSORING AGENCY:** Jackson Hole Airport Board

**NOTE:** Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

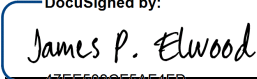
- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed  DocuSigned by:  
James P. Elwood  
47EE503CF5AF4FD... Date 8/24/2022  
Sponsor's Authorized Representative

Title James P. Elwood, A.A.E., Executive Director

**TITLE VI PRE-AWARD SPONSOR CHECKLIST****Airport/Sponsor:** Jackson Hole Airport (JAC) / Jackson Hole Airport Board**AIP #:** 3.56.0014.072.2022**Project Description(s):** Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

☒ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

☒ None**To be completed by the Civil Rights Staff****Review completed and approved:** \_\_\_\_\_**Signature****Date:** \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356.****FAX: (425) 227-1009; Phone (425) 227-2009**





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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Jackson Hole Airport (JAC)

Address: 1250 East Airport Road, Jackson, Wyoming 83001

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

**Signature** of Sponsor's Authorized Official:

DocuSigned by:  
  
47EE503CF5AF4FD...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of Transportation  
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

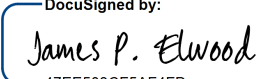
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official:   
47EE503CF5AF4FD...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes   ☐ No   ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes   ☐ No   ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes   ☐ No   ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes   ☐ No   ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes   ☐ No   ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes   ☐ No   ☒ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☐ Yes   ☐ No   ☒ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes   ☐ No   ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☒ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official:

DocuSigned by:

*James P. Elwood*

47EE5030F5AF4FD...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☐ Yes ☐ No ☒ N/A



b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official:

DocuSigned by:  
James P. Elwood  
47EE503CF5AF4FD...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of Transportation  
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☒ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes   ☐ No   ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes   ☐ No   ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- ☒ Yes   ☐ No   ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes   ☐ No   ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes   ☐ No   ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

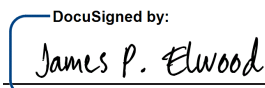
Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official:

DocuSigned by:  
  
 47EE503CF5AF4FD...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





U.S. Department of Transportation  
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☒ Yes   ☐ No   ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes   ☐ No   ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☒ Yes   ☐ No   ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official:

DocuSigned by:  
James P. Elwood  
47EE503CF5AF4FD...

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of Transportation  
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: Jackson Hole Airport Board

Airport: Jackson Hole Airport (JAC)

Project Number: 3.56.0014.072.2022

Description of Work: Expand Terminal Building - passenger departure holdrooms (2), passenger overflow area and associated support space

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
☒ Yes   ☐ No   ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
☒ Yes   ☐ No   ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes   ☐ No   ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☒ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
  - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A



11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2022.

Name of Sponsor: Jackson Hole Airport Board

Name of Sponsor's Authorized Official: James P. Elwood, A.A.E.

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Designated Official Representative:

DocuSigned by:

*James P. Elwood*

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I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/31/2022

View current and previous versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

| NUMBER                         | TITLE                                                                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 70/7460-1M                     | Obstruction Marking and Lighting                                                                                                            |
| 150/5000-9A                    | Announcement of Availability – Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations |
| 150/5000-17                    | Critical Aircraft and Regular Use Determination                                                                                             |
| 150/5020-1                     | Noise Control and Compatibility Planning for Airports                                                                                       |
| 150/5070-6B,<br>Changes 1 - 2  | Airport Master Plans                                                                                                                        |
| 150/5070-7<br>Change 1         | The Airport System Planning Process                                                                                                         |
| 150/5100-13C                   | Development of State Aviation Standards for Airport Pavement Construction                                                                   |
| 150/5200-28F                   | Notices to Airmen (NOTAMs) for Airport Operators                                                                                            |
| 150/5200-30D,<br>Changes 1 - 2 | Airport Field Condition Assessments and Winter Operations Safety                                                                            |
| 150/5200-31C,<br>Changes 1 - 2 | Airport Emergency Plan                                                                                                                      |
| 150/5200-33C                   | Hazardous Wildlife Attractants on or near Airports                                                                                          |

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

| NUMBER                        | TITLE                                                                                                                                 |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 150/5200-34A                  | Construction or Establishment of Landfills Near Public Airports                                                                       |
| 150/5200-38                   | Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans |
| 150/5210-5D                   | Painting, Marking, and Lighting of Vehicles Used on an Airport                                                                        |
| 150/5210-7D                   | Aircraft Rescue and Fire Fighting Communications                                                                                      |
| 150/5210-13C                  | Airport Water Rescue Plans and Equipment                                                                                              |
| 150/5210-14B                  | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing                                                                           |
| 150/5210-15A                  | Aircraft Rescue and Firefighting Station Building Design                                                                              |
| 150/5210-18A                  | Systems for Interactive Training of Airport Personnel                                                                                 |
| 150/5210-19A                  | Driver's Enhanced Vision System (DEVs)                                                                                                |
| 150/5220-10E                  | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles                                                             |
| 150/5220-16E,<br>Change 1     | Automated Weather Observing Systems (AWOS) for Non-Federal Applications                                                               |
| 150/5220-17B                  | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities                                                                          |
| 150/5220-18A                  | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials                                         |
| 150/5220-20A                  | Airport Snow and Ice Control Equipment                                                                                                |
| 150/5220-21C                  | Aircraft Boarding Equipment                                                                                                           |
| 150/5220-22B                  | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns                                                                   |
| 150/5220-23A                  | Frangible Connections                                                                                                                 |
| 150/5220-24                   | Airport Foreign Object Debris (FOD) Detection Equipment                                                                               |
| 150/5220-25                   | Airport Avian Radar Systems                                                                                                           |
| 150/5220-26,<br>Changes 1 - 2 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment                                    |
| 150/5230-4C                   | Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports                                                                 |
| 150/5300-13A,<br>Change 1     | Airport Design                                                                                                                        |
| 150/5300-14D                  | Design of Aircraft Deicing Facilities                                                                                                 |
| 150/5300-15A                  | Use of Value Engineering for Engineering and Design of Airport Grant Projects                                                         |

| NUMBER                         | TITLE                                                                                                                                                      |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 150/5300-16B                   | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey             |
| 150/5300-17C,<br>Change 1      | Standards for Using Remote Sensing Technologies in Airport Surveys                                                                                         |
| 150/5300-18B,<br>Change 1      | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5D                    | Airport Drainage Design                                                                                                                                    |
| 150/5320-6G                    | Airport Pavement Design and Evaluation                                                                                                                     |
| 150/5320-12C,<br>Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces                                                                     |
| 150/5320-15A                   | Management of Airport Industrial Waste                                                                                                                     |
| 150/5320-17A                   | Airfield Pavement Surface Evaluation and Rating Manuals                                                                                                    |
| 150/5325-4B                    | Runway Length Requirements for Airport Design                                                                                                              |
| 150/5335-5C                    | Standardized Method of Reporting Airport Pavement Strength - PCN                                                                                           |
| 150/5340-1M,<br>Change 1       | Standards for Airport Markings                                                                                                                             |
| 150/5340-5D                    | Segmented Circle Airport Marker System                                                                                                                     |
| 150/5340-18G,<br>Change 1      | Standards for Airport Sign Systems                                                                                                                         |
| 150/5340-26C                   | Maintenance of Airport Visual Aid Facilities                                                                                                               |
| 150/5340-30J                   | Design and Installation Details for Airport Visual Aids                                                                                                    |
| 150/5345-3G                    | Specification for L-821, Panels for the Control of Airport Lighting                                                                                        |
| 150/5345-5B                    | Specifications for Airport Lighting Circuit Selector Switch                                                                                                |
| 150/5345-7F                    | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits                                                                         |
| 150/5345-10H                   | Specification for Constant Current Regulators and Regulator Monitors                                                                                       |
| 150/5345-12F                   | Specification for Airport and Heliport Beacons                                                                                                             |
| 150/5345-13B                   | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits                                                    |

| NUMBER       | TITLE                                                                                        |
|--------------|----------------------------------------------------------------------------------------------|
| 150/5345-26E | FAA Specification For L-823 Plug and Receptacle, Cable Connectors                            |
| 150/5345-27F | FAA Specification for Wind Cone Assemblies                                                   |
| 150/5345-28H | Precision Approach Path Indicator (PAPI) Systems                                             |
| 150/5345-39E | Specification for L-853, Runway and Taxiway Retroreflective Markers                          |
| 150/5345-42J | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories |
| 150/5345-43J | Specification for Obstruction Lighting Equipment                                             |
| 150/5345-44K | Specification for Runway and Taxiway Signs                                                   |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures                                                        |
| 150/5345-46E | Specification for Runway and Taxiway Light Fixtures                                          |
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems       |
| 150/5345-49D | Specification L-854, Radio Control Equipment                                                 |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights                                         |
| 150/5345-51B | Specification for Discharge-Type Flashing Light Equipment                                    |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI)                                                  |
| 150/5345-53D | Airport Lighting Equipment Certification Program                                             |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems     |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure             |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)               |
| 150/5360-12F | Airport Signing and Graphics                                                                 |
| 150/5360-13A | Airport Terminal Planning                                                                    |
| 150/5360-14A | Access to Airports By Individuals With Disabilities                                          |
| 150/5370-2G  | Operational Safety on Airports During Construction                                           |
| 150/5370-10H | Standard Specifications for Construction of Airports                                         |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements                         |



| NUMBER       | TITLE                                                                     |
|--------------|---------------------------------------------------------------------------|
| 150/5370-13A | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt          |
| 150/5370-15B | Airside Applications for Artificial Turf                                  |
| 150/5370-16  | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements |
| 150/5370-17  | Airside Use of Heated Pavement Systems                                    |
| 150/5380-6C  | Guidelines and Procedures for Maintenance of Airport Pavements            |
| 150/5380-7B  | Airport Pavement Management Program                                       |
| 150/5380-9   | Guidelines and Procedures for Measuring Airfield Pavement Roughness       |
| 150/5390-2C  | Heliport Design                                                           |
| 150/5395-1B  | Seaplane Bases                                                            |

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/31/2022

| NUMBER                        | TITLE                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------|
| 150/5100-14E,<br>Change 1     | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-17,<br>Changes 1 - 7 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5100-21                   | State Block Grant Program                                                                    |
| 150/5370-12B                  | Quality Management for Federally Funded Airport Construction Projects                        |



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## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall



apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or



facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.



- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR § 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
 

"The Jackson Hole Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
  1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 31, 2022.

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

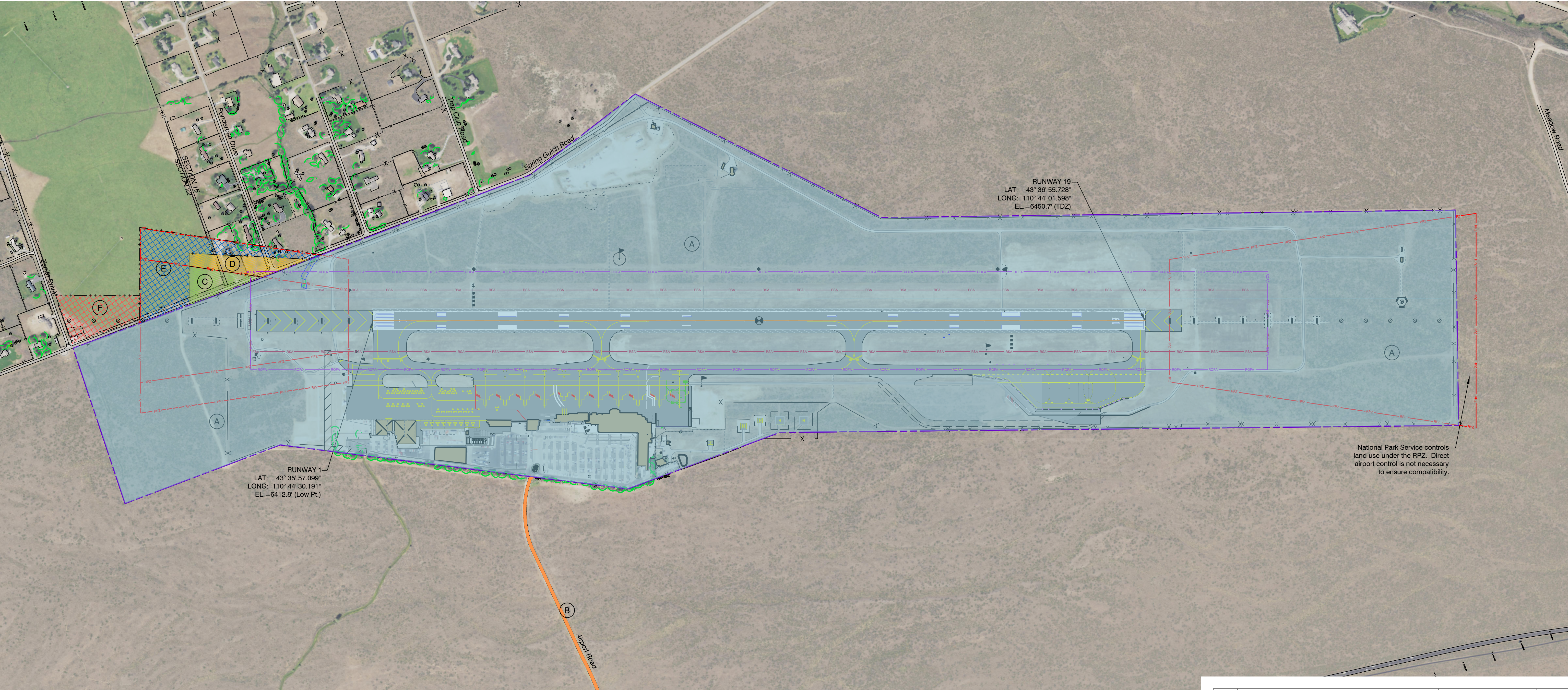
### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



| EXISTING AIRPORT PROPERTY DATA |       |                |                  |                            |                             |                                |                     |
|--------------------------------|-------|----------------|------------------|----------------------------|-----------------------------|--------------------------------|---------------------|
| PARCEL IDENTIFICATION          | ACRES | DATE ACQUIRED  | TYPE OF INTEREST | FEDERAL AID PROJECT NUMBER | PROPERTY GRANTOR            | BOOK AND PAGE RECEPTION NUMBER | NOTES               |
| <div></div> A                  | 493.2 | April 27, 1983 | Lease            | N/A                        | U.S. Department of Interior | N/A                            | Use Agreement       |
| <div></div> B                  | 1.8   | April 27, 1983 | Lease            | N/A                        | U.S. Department of Interior | N/A                            | Use Agreement       |
| <div></div> C                  | 2.2   | Nov. 30, 1976  | Easement         | N/A                        | Jackson Hole Airport Board  | Book 52, Page 526-530          | Clear Zone Easement |
| <div></div> D                  | 2.6   | Nov. 30, 1976  | Easement         | N/A                        | Jackson Hole Airport Board  | Book 52, Page 523-325          | Clear Zone Easement |
| <div></div> E                  | 8.4   | N/A            | Future Easement  |                            |                             |                                | Easement for RPZ    |
| <div></div> F                  | 4.3   | N/A            | Future Easement  |                            |                             |                                | Easement for RAILS  |

| PROPERTY MAP NOTES                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| • Airport located within Grand Teton National Park on land leased from the U.S. Department of the Interior and controlled by the National Park Service.                                                                                                |
| • Airport property boundary source: Jackson Hole Airport. Property line retained from 2007 ALP. Airport boundary and individual parcels are not surveyed and therefore should not be considered a precise legal description. Best available data used. |
| • Total existing Airport property = ±495 acres, based on area calculations in the digital file of this Plan. Total from individual parcels may not equal this due to rounding.                                                                         |



| DRAWING LEGEND                 |             |             |                                          |             |             |
|--------------------------------|-------------|-------------|------------------------------------------|-------------|-------------|
|                                | EXISTING    | FUTURE      |                                          | EXISTING    | FUTURE      |
| ACTIVE AIRFIELD PAVEMENT       | <div></div> | <div></div> | BEACON                                   | <div></div> | N/A         |
| AIRPORT PROPERTY               | <div></div> | N/A         | WIND CONE                                | <div></div> | N/A         |
| AVIGATION EASEMENT             | <div></div> | <div></div> | SEGMENTED CIRCLE                         | <div></div> | N/A         |
| BUILDING DEVELOPMENT SUB-ZONE  | <div></div> | N/A         | AWOS-3                                   | <div></div> | N/A         |
| AIRPORT REFERENCE POINT        | <div></div> | N/A         | PRECISION APPROACH PATH INDICATOR (PAPI) | <div></div> | N/A         |
| RUNWAY SAFETY AREA (RSA)       | <div></div> | N/A         | GLIDE SLOPE                              | <div></div> | N/A         |
| RUNWAY PROTECTION ZONE (RPZ)   | <div></div> | <div></div> | LOCALIZER                                | <div></div> | N/A         |
| RUNWAY OBJECT FREE AREA (ROFA) | <div></div> | N/A         | VHF OMNIDIRECTIONAL RADIO RANGE (VOR)    | <div></div> | N/A         |
| BUILDING - ON AIRPORT          | <div></div> | <div></div> | RUNWAY VISUAL RANGE TRANSMISSOMETER      | <div></div> | N/A         |
| BUILDING - OFF AIRPORT         | <div></div> | N/A         | AIRFIELD LIGHTS: THRESHOLD               | <div></div> | N/A         |
| BUILDING TO BE REMOVED         | <div></div> | N/A         | AIRFIELD LIGHTS: MALs                    | <div></div> | N/A         |
| PUBLIC ROAD                    | <div></div> | N/A         | AIRFIELD LIGHTS: RAILS                   | <div></div> | N/A         |
| FENCE                          | <div></div> | N/A         | CHANNEL / STREAM / DITCH                 | <div></div> | N/A         |
| AIRPORT SERVICE ROAD - PAVED   | <div></div> | N/A         | TOPOGRAPHIC CONTOURS                     | <div></div> | N/A         |
|                                |             |             | CULVERT                                  | <div></div> | <div></div> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                                                                                                                               |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Construction Update    | SEH                                                                                                                           | 2019    |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Planning/Update/Aerial | JVIATION/WOOLPERT                                                                                                             | 2021    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                                                                                                                               |         |
| NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | REVISION               | SPONSOR                                                                                                                       | DATE    |
| JACKSON HOLE AIRPORT<br>JACKSON, WYOMING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |                                                                                                                               |         |
| EXHIBIT "A" AIRPORT PROPERTY MAP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                                                                                                                               |         |
| <div><div>Mead &amp; Hunt</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        | 133 Aviation Boulevard, Suite 100<br>Santa Rosa, California 95403<br>(707) 526-5010<br>Fax (707) 526-9721<br>www.meadhunt.com |         |
| <div><div>JACKSON HOLE AIRPORT</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |                                                                                                                               |         |
| DESIGN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BM                     | DRAWN:                                                                                                                        | TE/BM   |
| DATE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DECEMBER 2013          | SHEET                                                                                                                         | 8 OF 10 |
| The preparation of this document may have been supported, in part, through the Airport Improvement Program financial assistance from the Federal Aviation Administration (Project Number Unassigned) as provided under Title 49 U.S.C., Section 47104. The contents do not in any way constitute a commitment on the part of the United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable or would have justification in accordance with appropriate public laws. |                        |                                                                                                                               |         |





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0806. Public reporting for this collection of information is estimated to be approximately 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain or retain a benefit under the Bipartisan Infrastructure Law (BIL) (P.L. 117-58). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## **Instructions for FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information**

This form is provided to assist airports in completing the submission requirements established in the related Notice of Funding Opportunity published in the Federal Register. The FRN requires requests to be submitted via email. This form lets the FAA process requests more quickly based on uniform information responsive to the FRN. Do not include any Personal Identifiable Information in the open text boxes.

Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and choose the “**Submit**” button. That creates a new email message with the PDF attached. Or, as a backup method, you can manually email the form to: 9-ARP-BILAirports@faa.gov.

## General Airport Information

**Airport Name:** Enter the official airport name.

**LOCID:** Enter the airport's FAA location identifier code.

**State Code:** Choose the appropriate two letter code for the State, U. S. Territory, Independent Country, or Department of Interior from the drop-down list.

**Point of Contact's Name:** The Point of Contact (POC) must be the Airport Sponsor.

**Point of Contact's Title:** Enter the Airport POC's Title.

**POC's Phone Number:** Enter the Airport POC's phone number and extension number, if any.  
Example: (555) 222-4444 ext.158

**POC's Email Address:** Enter the Airport POC's email address.

## Project Overview

### Project Type

Choose the project type (Terminal or Tower).

### Project Description

In 75 words or less, enter a complete project description.

### Target Timeframe for Grant Award and Construction Start

Enter the month and year that grant can be accepted and the project can start.

## Project Status

### Total (Estimated) Project Cost

Enter most recent cost estimate for the entire project, in whole dollars.

### Amount of Funding Requested

Enter amount of funding requested under this program, in whole dollars.

### Match Available

Does the Sponsor have matching funds? Choose Yes or No.

### Delivery Method

Choose the delivery method (Design/Bid, Design/Build, CM at Risk, Other). If "Other," state the proposed delivery method in the next field.

### Bid or Guaranteed Maximum Price (GMP)

Choose whether or not project has been publicly bid. If "No," provide an estimated bid date in the next field.

**Phased Project**

Choose whether or not the project will be completed over multiple phases. If "Yes," list phase number and total number of phases in the next field.

**Do you have a comprehensive financial plan?**

Choose Yes or No to indicate if a funding plan for the entire project is currently available.

**Is the project on an approved Airport Layout Plan (ALP)?**

Choose Yes or No. If "Yes," enter the approval date in the next field.

**Is environmental determination complete?**

Choose Yes or No. If "Yes," enter the approval date in the next field.

**Is airspace approval complete?**

Choose Yes, No, or N/A (not applicable). If "Yes," enter the airspace case number in the next field.

**Current Enplanements**

Enter enplanement number from previous calendar year.

**Forecast Enplanements**

Based on your most recently approved forecast, provide the enplanement number from the last year of the forecast and provide forecast year.

**Existing Square Footage**

Provide square footage of existing terminal building or tower.

**Proposed Square Footage**

Provide anticipated total square footage of terminal building or tower once project is complete.

**Is this project phased and/or associated with an approved Bipartisan Infrastructure Law, Airport Improvement Program (AIP) or Passenger Facility Charge (PFC) project?**

Choose Yes or No. Choose "Yes" if the project is currently funded by an existing BIL grant, AIP grant or approved under a PFC application. If "Yes," provide project information such as project number (AIP grant number), amount of PFC or AIP funds, approval date of the PFC application, execution date of the grant, etc.

## Program Considerations

Check all that apply to your proposed terminal building or tower project. If an item is selected, a narrative must be included describing how the project satisfies the criteria. Address the following areas within character limits defined below.

### ***Terminal and Tower***

#### **Increase Capacity and Passenger Access**

Check this box if the project will increase capacity and passenger access to the airport. Explain and provide justification in the next field. (Maximum Characters 300)

#### **Replacing Aging Infrastructure**

Check this box if the project will replace aging infrastructure that has exceeded its useful life. Explain and provide justification in the next field. (Maximum Characters 300)

#### **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities**

Check this box if the project will expand accessibility for persons with disabilities. Explain and provide justification in the next field. (Maximum Characters 300)

#### **Improves Airport Access for Historically Disadvantaged Populations**

Check this box if the project will improve access for Historically Disadvantaged Populations. Explain and provide justification in the next field. (Maximum Characters 300)

#### **Improves Energy Efficiency**

Check this box if the project improves energy efficiency for the airport. Explain and provide justification in the next field. (Maximum Characters 300)

#### **Improves Airfield Safety through Terminal or Tower Relocation**

Check this box if the project improves airfield safety. Explain and provide justification in the next field. (Maximum Characters 300)

#### **Encourages Actual and Potential Competition**

Check this box if the project encourages actual and potential competition. Explain how this objective is met through this project in the next field. (Maximum Characters 300)

#### **Good Paying Jobs**

Check this box if the project will create good-paying jobs. Explain and provide justification in the next field. (Maximum Characters 300)



## ***Tower Only***

If the project is for a tower, also complete this section of the form.

**Project Type.** Choose “Airport Owned, FAA Operated” for an airport-owned tower with FAA controllers. Choose “Contract Tower Program” for an airport owned tower in the Federal Contract Tower program.

**Siting Study.** Has a Siting Study been completed for the Air Traffic Control Tower Project? Choose Yes or No.

### **Relocating**

Check this box if the project will be relocating an existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

### **Reconstructing**

Check this box if the project will reconstruct a replacement tower in the same location of the existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

### **Repairing**

Check this box if the project will be a repair of an existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

### **Improving Airport Owned Tower**

Check this box if the project will add improvements to an existing Air Traffic Control Tower. Explain and provide justification in the next field. (Maximum Characters: 300)

## Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

### General

**Airport Name:** Jackson Hole

**LOCID:** JAC

**State Code:** WY

**Point of Contact's Name:** James P. Elwood, A.A.E.

**Point of Contact's Title:** Executive Director

**POC's Phone Number:** 307-733-7695

**POC's Email Address:** jim.elwood@jhairport.org

### Project Overview

**Project Type:** Terminal      Tower

**Project Description** (75 words or less):

The existing 3,900sf Restaurant will be demolished and replaced with a holdroom serving 2 new commercial gates and renovated Restaurant space. The new construction includes 7,300sf of Passenger holdroom on 2 levels, new mechanical and electrical service including geothermal cooling; Restaurant Dining, Grab-n-Go, Commercial Kitchen, and Service Spaces; and 2,080sf of Mechanical, Electrical, and Storage Rooms.

**Target timeframe dates:** Grant Award: 08/01/2022      Construction Start: 04/11/2022

## Project Status

**Total (Estimated) Project Cost:** \$ 18,154,000

**Amount of Funding Requested:** \$ 12,707,800

**Match Available:** Yes No

**Delivery Method** (choose one):

Design/Bid Design/Build CM at Risk Other:

**Bid or GMP:** Yes No. If "No," Estimated bid/GMP date:

**Phased Project:** Yes No. If "Yes," Phase: of

**Do you have a comprehensive financial plan?** Yes No

**Is the project on an approved ALP?**

Yes No. If "Yes," enter the approval date: 11/21/2019

**Is environmental determination complete?**

Yes No. If "Yes," enter the approval date: 03/02/2022

**Is airspace approval complete?**

Yes No N/A.

If "Yes," enter the airspace case number: 2021-ANM-1986

**Current Enplanements:** 508,838

**Approved Forecasted Enplanements:** 993,207 **Year:** 2031

**Existing Square Footage:** 3,900 sq. ft.

**Proposed Square Footage:** 17,000 sq. ft.

**Is this project phased and/or associated with an approved BIL, AIP or PFC project?**

Yes No N/A

If "Yes," describe:

## Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.

Check all that apply to the proposed project.

☒ **Increase Capacity and Passenger Access.** Description (Maximum Characters: 300):

The project will add 2 commercial airline gates with holdroom seating, additional public seating in Restaurant, and overflow passenger waiting area with restrooms in basement.

☒ **Replacing Aging Infrastructure.** Description (Maximum Characters: 300):

The project replaces the oldest portion of existing terminal with an open floor plan, holdroom gates and restaurant/concession area. Updates restrooms, tenant spaces, and building support: electrical, HVAC, communication, and security equipment.

☒ **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities.** Description (Maximum Characters: 300):

This project will provide improved public circulation with ADA ramps at gates. New ADA compliant gate check-in podiums, dedicated ADA seating areas, and ADA restaurant/concession access will be provided.

☐ **Improves Airport Access for Historically Disadvantaged Populations.**

Description (Maximum Characters: 300):

☒ **Improves Energy Efficiency.** Description (Maximum Characters: 300):

In an opportunity to improve energy efficiency while also replacing the existing cooling air cooled chiller system, the project is installing a geothermal ground source water chiller solution. This will capture efficient cooling from the ground water allowing the building to use less energy to cool.

☐ **Improves Airfield Safety through Terminal or Tower Relocation.**

Description (Maximum Characters: 300):

☒ **Encourages Actual and Potential Competition.** Description (Maximum Characters: 300):  
Two new gates will allow additional near simultaneous commercial operations to support new destinations or new entrant air carriers.

☒ **Good Paying Jobs.** Description (Maximum Characters: 300):  
All the workers on this project will be paid in wages that meet or exceed the higher of the two: Department of Labor Davis-Bacon wage determinations or the State of Wyoming wage determinations for Building Construction.

### Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

**Project Type.** The project type for this grant application (choose one or both):

☐ **Airport Owned, FAA Operated Tower**

☐ **Contract Tower Program**

**Siting Study.** Has a Siting Study been completed for the Air Traffic Control Tower Project?"

Yes      No

If you check a box below, also describe how the project satisfies the criteria.  
Check all that apply to the proposed project.

☐ **Relocating.** Description (Maximum Characters: 300):

☐ **Reconstructing.** Description (Maximum Characters: 300):

☐ **Repairing.** Description (Maximum Characters: 300):



☐ **Improving Airport Owned Tower.** Description (Maximum Characters: 300):

### Certifications

By electronically signing this document, I hereby certify that we have followed, or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection

Name: James P. Elwood, A.A.E.

Signature:

Date (if not in signature): 03/24/2022

Title: Executive Director

**Submit by Email**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

August 29, 2022

Ms. Natalia Macker, Chairwoman  
Teton County Board of Commissioners  
200 S. Willow Street  
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor  
Town of Jackson  
150 E. Pearl Avenue  
Jackson, WY 83001

Mr. Bob McLaurin, President  
Jackson Hole Airport Board  
1250 East Airport Road  
Jackson, WY 83001

Dear Commissioner Macker, Mayor Morton Levinson, and Mr. McLaurin:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Terminal Program Grant (ATP) Project No. 3-56-0014-072-2022 at the Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2022**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Rebecca Wersal, (303) 342-1257, [rebecca.wersal@faa.gov](mailto:rebecca.wersal@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Miller". The signature is fluid and cursive, with the first name "M." and the last name "Miller" clearly distinguishable.

Marc Miller  
Acting Manager  
Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT TERMINAL PROGRAM GRANT  
GRANT AGREEMENT  
Part I - Offer**

|                                       |                                                   |
|---------------------------------------|---------------------------------------------------|
| Federal Award Offer Date              | August 29, 2022                                   |
| Airport/Planning Area                 | Jackson Hole Airport                              |
| Airport Terminal Program Grant Number | 3-56-0014-072-2022 [Contract No. DOT-FA22NM-1096] |
| Unique Entity Identifier              | KELEZHCKXHL6                                      |

TO: County of Teton and Town of Jackson, Wyoming and the Jackson Hole Airport Board  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 24, 2022, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

**Expand Terminal Building**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95.00 of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$8,000,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$8,000,000 airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1) Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also, subject to the availability of funds, issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

#### **19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

#### **20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

#### **21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility



Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**25. Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Usable Unit of Work.** This grant offer contains funds for an eligible project selected under the BIL Airport Terminal Program (ATP). Airport sponsors must compete annually for any additional ATP funding needed to complete future phases of the project selected. This award does not guarantee additional Federal funding in subsequent years. In accepting this award, the airport sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of work completed within a reasonable timeframe, even absent any additional federal funding.

### **SPECIAL CONDITIONS**

28. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
31. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
32. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).

33. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected on an updated Airport Layout Plan (ALP) that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the Sponsor may be required to repay that portion of this Grant that relates to the survey work.
34. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the terminal building expansion included in the project must not exceed 50.00 percent of the actual cost of the entire building.
35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

Marc Miller

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*(Typed Name)*

Acting Manager, Denver ADO

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*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**COUNTY OF TETON, WYOMING**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**Attested By:**

\_\_\_\_\_  
(Signature of Sponsor's Attestation)

\_\_\_\_\_  
(Typed Name of Sponsor's Attestation)

\_\_\_\_\_  
(Title of Sponsor's Attestation)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

\_\_\_\_\_  
<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

**TOWN OF JACKSON, WYOMING**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**Attested By:**

\_\_\_\_\_  
(Signature of Sponsor's Attestation)

\_\_\_\_\_  
(Typed Name of Sponsor's Attestation)

\_\_\_\_\_  
(Title of Sponsor's Attestation)

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

\_\_\_\_\_  
<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated

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**JACKSON HOLE AIRPORT BOARD**

*(Name of Sponsor)*

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*(Signature of Sponsor's Authorized Official)*

**By:**

---

*(Typed Name of Sponsor's Authorized Official)*

**Title:**

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*(Title of Sponsor's Authorized Official)*

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<sup>6</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at \_\_\_\_\_

**By:** \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

<sup>7</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

## **2. Responsibility and Authority of the Sponsor.**

### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

## **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

## **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and



financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.



- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The County of Teton and Town of Jackson, Wyoming and the Jackson Hole Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.



- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of August 24, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# STAFF REPORT



|                               |                                                        |                        |                      |
|-------------------------------|--------------------------------------------------------|------------------------|----------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                      | <b>Meeting Title:</b>  | Regular Town Council |
| <b>Submitting Department:</b> | Community Development                                  | <b>Presenter:</b>      | Tyler Valentine      |
| <b>Agenda Item:</b>           | Item P22-015 - First Ordinance Reading for Ordinance M | <b>Public Comment:</b> | Yes                  |

## **Purpose & Policy Considerations.**

To approve at First Reading Ordinance M to update the Town of Jackson's Land Development Regulations (LDRs), specifically the exterior lighting standards.

## **Requested Action.**

Request to approve Ordinance M which would modify the Town of Jackson's exterior lighting standards relating to private development lighting, signage lighting, and publicly owned lighting (i.e., public right-of-way (ROW) lighting and lighting on publicly owned buildings). Ordinance M would modify the following sections of the LDRs:

1. Division 1.9 Nonconformities
2. Division 2.2 Complete Neighborhood Character Zones
3. Division 2.3 Complete Neighborhood Legacy Zones
4. Division 3.3 Rural Area Legacy Zones
5. Division 4.2 Civic Zones
6. Section 5.3.1 Exterior Lighting Standards
7. Section 5.6.1 Town Sign Standards
8. Division 9.5 Defined Terms

## **Recommendation.**

The Planning Community Development Director recommends approval of the proposed Ordinance M as presented in this staff report.

## **Background**

At the June 21, 2022, Town Council regular meeting the Council voted unanimously to approve the proposed amendments and directed staff to prepare an Ordinance to amend the LDRs as presented.

Please see the attached ordinance that provides all proposed changes to the LDRs to be approved.

## **Factors for Consideration**

Below are the factors that the Council considered at a regular meeting on June 21, 2022.

**Zoning Text Amendment (P22-015):** Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

### ***1. Is consistent with the purposes and organization of the LDRs;***

**Complies.** The purposes of the LDRs per Division 1.3 and are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. This amendment is consistent with those purposes in that it considers the impacts of light pollution on the health of residents and wildlife in the community.

**2. *Improves the consistency of the LDRs with other provisions of the LDRs;***

**Complies.** The amendment proposes more specific, more comprehensive standards for exterior lighting. This improves the consistency of the exterior lighting standards with Div. 5.3. Scenic Standards, which states that “dark skies are vital to the community’s natural character.” The current standards, which were amended last in 2016, did not address public-owned lighting and signage lighting and do not achieve the same level of protection of this vital resource that the proposed amendment will do.

**3. *Provides flexibility for landowners within standards that clearly define desired character;***

**Complies.** The amendment more clearly defines the regulations for outdoor lighting and thus helps landowners understand where flexibility exists in terms of selecting outdoor lighting for their property. It also empowers landowners to understand their compliance with the regulation.

**4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***

**Complies.** As development in the Town of Jackson continues to increase, efforts to protect our dark skies are warranted. Staff finds that the proposed Text Amendment fills the gaps in our current lighting standards by addressing signage and public lighting.

**5. *Improves implementation of the Comprehensive Plan; and***

Not Applicable per Wyoming State statute.

**6. *Is consistent with other adopted Town Ordinances.***

**Complies.** The proposed amendment does not conflict with any other Town Ordinances.

**Attachments.**

Ordinance M

**Suggested Motions.**

I move to approve Ordinance M on first reading.



## **ORDINANCE M**

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1097, 1124, 1128, 1136, 1155, 1197, AND 1278; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 1.9.6, 5.3.1, 5.6.1, AND 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING EXTERIOR LIGHTING IN THE TOWN OF JACKSON.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

### **SECTION I.**

Section 1 of Town of Jackson Ordinance Nos. 1097, 1124, 1128, 1136, 1155, 1197, and 1278; Section 2 of Town of Jackson Ordinance No. 1074 (part); and Sections 1.9.6, 5.3.1, 5.6.1, and 9.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

**(See next page)**

### 1.9.6. Nonconforming Lighting

#### A. Applicability

A nonconforming luminaire is declared generally incompatible with the character of the zone in which it is located. This Section shall apply to any lawfully erected light fixture that does not comply with the requirements of Sec. 5.3.1.

#### B. Maintenance and Alteration

A nonconforming luminaire may be maintained or altered.

#### C. Replacement

A nonconforming luminaire shall be brought into compliance with all applicable standards of these LDRs upon replacement of any lighting equipment, not inclusive of lamps or similar consumable parts.

#### D. Discontinuance

1. If a site or building is operationally discontinued or unoccupied for a period of more than one year, all nonconforming lighting shall be brought into compliance with the standards of these LDRs.
2. Compliance for nonconforming lighting is required after a structure is removed, demolished, or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or another unforeseen occurrence.

#### E. Change in Use

Compliance for nonconforming lighting is required as part of a building permit for a change in use or expansion.

#### F. Other Permits

Compliance for nonconforming lighting is required as part of a DRC review, Development Plan, Conditional Use Permit, or Variance.

#### G. Planning Director Determination

Compliance for nonconforming lighting is required upon a determination by the Planning Director that a nonconforming luminaire constitutes a public hazard or nuisance.

## Div. 1.10. Severability (1/1/15, Ord. 1074)

The legislative intent of the Town Council in adopting these LDRs is that if any article, division, section, subsection, paragraph, clause, provision, or portion of these LDRs is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these LDRs shall not be affected

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.2. NL-1: Neighborhood Low Density-1 (3/6/19, Ord. 1210)

|                                                                                                              |                                    |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>4. Fencing</b>                                                                                            |                                    |
| <b>Height (max)</b>                                                                                          |                                    |
| In street yard                                                                                               | 4'                                 |
| In side or rear yard                                                                                         | 6'                                 |
| <b>Setback (min)</b>                                                                                         |                                    |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                                 |
| Side or rear lot line                                                                                        | 0'                                 |
| <b>Orientation</b>                                                                                           |                                    |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                    |
| <b>5. Environmental Standards</b>                                                                            |                                    |
| <b>Natural Resource Setback (min)</b> (Sec. 5.1.1.)                                                          |                                    |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                                |
| Flat Creek North of Hansen Ave.                                                                              | 25'                                |
| Flat Creek South of Hansen Ave.                                                                              | 50'                                |
| Wetland                                                                                                      | 30'                                |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)                                                             |                                    |
| Irrigation Ditch                                                                                             | 15'                                |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.)                                                          |                                    |
| <b>6. Scenic Standards</b>                                                                                   |                                    |
| <b>Exterior Lighting</b> (Sec. 5.3.1.)                                                                       |                                    |
| Light trespass prohibited                                                                                    |                                    |
| All lights over 600 initial lumens shall be fully shielded                                                   |                                    |
| Lumens per sf of site development (max)                                                                      | 1.5                                |
| Lumens per acre of site development (max)                                                                    |                                    |
| All fixtures                                                                                                 | <del>60,000</del> 20,000           |
| Unshielded fixtures                                                                                          | <del>4,000</del> 1,000             |
| Light Color                                                                                                  | ≤3000 Kelvin                       |
| <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)                                                           |                                    |
| <b>7. Natural Hazards to Avoid</b>                                                                           |                                    |
| <b>Steep Slopes</b> (Sec. 5.4.1.)                                                                            |                                    |
| Development prohibited                                                                                       | Slopes > 25%                       |
| Hillside CUP required                                                                                        | Lot with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)                                                                 |                                    |
| <b>Fault Area</b> (Sec. 5.4.3.)                                                                              |                                    |
| <b>Floodplains</b> (Sec. 5.4.4.)                                                                             |                                    |
| <b>Wildland Urban Interface</b> (Sec. 5.4.5.)                                                                |                                    |

|                                                                 |                                                 |
|-----------------------------------------------------------------|-------------------------------------------------|
| <b>8. Signs</b> (Div. 5.6.)                                     |                                                 |
| Number of Signs (max)                                           | 3 per business per frontage                     |
| Home occupation/business                                        | 1 unlit wall sign                               |
| Background Color                                                | No white or yellow                              |
| <b>Sign Area</b>                                                |                                                 |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |
| Home occupation/business                                        | 2 sf                                            |
| Penalty                                                         | 10% per projecting and freestanding sign        |
| <b>Sign Type Standards</b>                                      |                                                 |
| <b>Canopy sign</b>                                              |                                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| <b>Freestanding sign</b>                                        |                                                 |
| Height (max)                                                    | 6'                                              |
| Setback (min)                                                   | 5'                                              |
| <b>Projecting sign</b>                                          |                                                 |
| Height (max)                                                    | 24' above grade                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| <b>Wall sign</b>                                                |                                                 |
| <b>Window sign</b>                                              |                                                 |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |
| <b>Temporary Signs</b> Sec. 5.6.1.                              |                                                 |
| <b>9. Grading, Erosion Control, Stormwater</b>                  |                                                 |
| <b>Grading</b> (Sec. 5.7.2.)                                    |                                                 |
| <b>Erosion Control</b> (Sec. 5.7.3.)                            |                                                 |
| Erosion shall be controlled at all times                        |                                                 |
| <b>Stormwater Management</b> (Sec. 5.7.4.)                      |                                                 |
| No increase in peak flow rate or velocity across property lines |                                                 |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.3. NL-2: Neighborhood Low Density-2 (3/6/19, Ord. 1211)

|                                                                                                              |                                    |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>4. Fencing</b>                                                                                            |                                    |
| <b>Height (max)</b>                                                                                          |                                    |
| In street yard                                                                                               | 4'                                 |
| In side or rear yard                                                                                         | 6'                                 |
| <b>Setback (min)</b>                                                                                         |                                    |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                                 |
| Side or rear lot line                                                                                        | 0'                                 |
| <b>Orientation</b>                                                                                           |                                    |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                    |
| <b>5. Environmental Standards</b>                                                                            |                                    |
| <b>Natural Resource Setback (min)</b> (Sec. 5.1.1.)                                                          |                                    |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                                |
| Flat Creek North of Hansen Ave.                                                                              | 25'                                |
| Flat Creek South of Hansen Ave.                                                                              | 50'                                |
| Wetland                                                                                                      | 30'                                |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)                                                             |                                    |
| Irrigation Ditch                                                                                             | 15'                                |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.)                                                          |                                    |
| <b>6. Scenic Standards</b>                                                                                   |                                    |
| <b>Exterior Lighting</b> (Sec. 5.3.1.)                                                                       |                                    |
| Light trespass prohibited                                                                                    |                                    |
| All lights over 600 initial lumens shall be fully shielded                                                   |                                    |
| Lumens per sf of site development (max)                                                                      | 1.5                                |
| Lumens per <u>acre of site development</u> (max)                                                             |                                    |
| All fixtures                                                                                                 | <del>60,000</del> 20,000           |
| Unshielded fixtures                                                                                          | <del>4,000</del> 1,000             |
| Light Color                                                                                                  | ≤3000 Kelvin                       |
| <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)                                                           |                                    |
| <b>7. Natural Hazards to Avoid</b>                                                                           |                                    |
| <b>Steep Slopes</b> (Sec. 5.4.1.)                                                                            |                                    |
| Development prohibited                                                                                       | Slopes > 25%                       |
| Hillside CUP required                                                                                        | Lot with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)                                                                 |                                    |
| <b>Fault Area</b> (Sec. 5.4.3.)                                                                              |                                    |
| <b>Floodplains</b> (Sec. 5.4.4.)                                                                             |                                    |
| <b>Wildland Urban Interface</b> (Sec. 5.4.5.)                                                                |                                    |

|                                                                 |                                                 |
|-----------------------------------------------------------------|-------------------------------------------------|
| <b>8. Signs</b> (Div. 5.6.)                                     |                                                 |
| Number of Signs (max)                                           | 3 per business per frontage                     |
| Home occupation/business                                        | 1 unlit wall sign                               |
| Background Color                                                | No white or yellow                              |
| <b>Sign Area</b>                                                |                                                 |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |
| Home occupation/business                                        | 2 sf                                            |
| Penalty                                                         | 10% per projecting and freestanding sign        |
| <b>Sign Type Standards</b>                                      |                                                 |
| Canopy sign                                                     |                                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| Freestanding sign                                               |                                                 |
| Height (max)                                                    | 6'                                              |
| Setback (min)                                                   | 5'                                              |
| Projecting sign                                                 |                                                 |
| Height (max)                                                    | 24' above grade                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| Wall sign                                                       |                                                 |
| Window sign                                                     |                                                 |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |
| Temporary Signs                                                 | Sec. 5.6.1.                                     |
| <b>9. Grading, Erosion Control, Stormwater</b>                  |                                                 |
| <b>Grading</b> (Sec. 5.7.2.)                                    |                                                 |
| <b>Erosion Control</b> (Sec. 5.7.3.)                            |                                                 |
| Erosion shall be controlled at all times                        |                                                 |
| <b>Stormwater Management</b> (Sec. 5.7.4.)                      |                                                 |
| No increase in peak flow rate or velocity across property lines |                                                 |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.4. NL-3: Neighborhood Low Density-3 (3/6/19, Ord. 1212)

| 4. Fencing                                                                                                   |                          |
|--------------------------------------------------------------------------------------------------------------|--------------------------|
| Height (max)                                                                                                 |                          |
| In street yard                                                                                               | 4'                       |
| In side or rear yard                                                                                         | 6'                       |
| Setback (min)                                                                                                |                          |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                       |
| Side or rear lot line                                                                                        | 0'                       |
| Orientation                                                                                                  |                          |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                          |
| 5. Environmental Standards                                                                                   |                          |
| Natural Resource Setback (min) (Sec. 5.1.1.)                                                                 |                          |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                      |
| Flat Creek North of Hansen Ave.                                                                              | 25'                      |
| Flat Creek South of Hansen Ave.                                                                              | 50'                      |
| Wetland                                                                                                      | 30'                      |
| Irrigation Ditch Setback (min) (7.7.4.D.)                                                                    |                          |
| Irrigation Ditch                                                                                             | 15'                      |
| Natural Resource Overlay (NRO) (Sec. 5.2.1.)                                                                 |                          |
| 6. Scenic Standards                                                                                          |                          |
| Exterior Lighting (Sec. 5.3.1.)                                                                              |                          |
| Light trespass prohibited                                                                                    |                          |
| All lights over 600 initial lumens shall be fully shielded                                                   |                          |
| Lumens per sf of site development (max)                                                                      | 1.5                      |
| Lumens per <u>acre of site development</u> (max)                                                             |                          |
| All fixtures                                                                                                 | <del>60,000</del> 20,000 |
| Unshielded fixtures                                                                                          | <del>4,000</del> 1,000   |
| Light Color                                                                                                  | ≤3000 Kelvin             |
| Scenic Resource Overlay (SRO) (Sec. 5.3.2.)                                                                  |                          |

| 7. Natural Hazards to Avoid                                     |                                    |
|-----------------------------------------------------------------|------------------------------------|
| Steep Slopes (Sec. 5.4.1.)                                      |                                    |
| Development prohibited                                          | Slopes > 25%                       |
| Hillside CUP required                                           | Lot with average cross-slope ≥ 10% |
| Areas of Unstable Soils (Sec. 5.4.2.)                           |                                    |
| Fault Area (Sec. 5.4.3.)                                        |                                    |
| Floodplains (Sec. 5.4.4.)                                       |                                    |
| Wildland Urban Interface (Sec. 5.4.5.)                          |                                    |
| 8. Signs (Div. 5.6.)                                            |                                    |
| Home occupation/business                                        | 1 unlit wall sign                  |
| Area (max)                                                      | 2 sf                               |
| Background color                                                | No white or yellow                 |
| Temporary Signs (Sec. 5.6.1.)                                   |                                    |
| 9. Grading, Erosion Control, Stormwater                         |                                    |
| Grading (Sec. 5.7.2.)                                           |                                    |
| Erosion Control (Sec. 5.7.3.)                                   |                                    |
| Erosion shall be controlled at all times                        |                                    |
| Stormwater Management (Sec. 5.7.4.)                             |                                    |
| No increase in peak flow rate or velocity across property lines |                                    |

| 10. Required Physical Development Permits |                              |                                   |                                  |                             |                              |                                 |
|-------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|
| Physical Development                      | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) |
| Dwelling Unit                             |                              |                                   |                                  |                             |                              |                                 |
| < 5 units                                 |                              |                                   | X                                |                             |                              | (Sec. 5.7.1.)                   |
| 5 - 10 units                              |                              | X                                 | X                                |                             |                              | (Sec. 5.7.1.)                   |
| > 10 units                                | X                            | X                                 | X                                |                             |                              | (Sec. 5.7.1.)                   |
| Sign                                      |                              |                                   |                                  |                             | X                            | (Sec. 5.7.1.)                   |



Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.5. NL-4: Neighborhood Low Density-4 (3/6/19, Ord. 1213)

| 4. Fencing                                                                                                   |                          |
|--------------------------------------------------------------------------------------------------------------|--------------------------|
| Height (max)                                                                                                 |                          |
| In street yard                                                                                               | 4'                       |
| In side or rear yard                                                                                         | 6'                       |
| Setback (min)                                                                                                |                          |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                       |
| Side or rear lot line                                                                                        | 0'                       |
| Orientation                                                                                                  |                          |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                          |
| 5. Environmental Standards                                                                                   |                          |
| Natural Resource Setback (min) (Sec. 5.1.1.)                                                                 |                          |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                      |
| Flat Creek North of Hansen Ave.                                                                              | 25'                      |
| Flat Creek South of Hansen Ave.                                                                              | 50'                      |
| Wetland                                                                                                      | 30'                      |
| Irrigation Ditch Setback (min) (7.7.4.D.)                                                                    |                          |
| Irrigation Ditch                                                                                             | 15'                      |
| Natural Resource Overlay (NRO) (Sec. 5.2.1.)                                                                 |                          |
| 6. Scenic Standards                                                                                          |                          |
| Exterior Lighting (Sec. 5.3.1.)                                                                              |                          |
| Light trespass prohibited                                                                                    |                          |
| All lights over 600 initial lumens shall be fully shielded                                                   |                          |
| Lumens per sf of site development (max)                                                                      | 1.5                      |
| Lumens per <u>acre of site development</u> (max)                                                             |                          |
| All fixtures                                                                                                 | <del>60,000</del> 20,000 |
| Unshielded fixtures                                                                                          | <del>4,000</del> 1,000   |
| Light Color                                                                                                  | ≤3000 Kelvin             |
| Scenic Resource Overlay (SRO) (Sec. 5.3.2.)                                                                  |                          |

| 10. Required Physical Development Permits |                              |                                   |                                  |                             |                              |                                 |
|-------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|
| Physical Development                      | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) |
| Dwelling Unit                             |                              |                                   |                                  |                             |                              |                                 |
| < 5 units                                 |                              |                                   | X                                |                             |                              | (Sec. 5.7.1.)                   |
| 5 - 10 units                              |                              | X                                 | X                                |                             |                              | (Sec. 5.7.1.)                   |
| > 10 units                                | X                            | X                                 | X                                |                             |                              | (Sec. 5.7.1.)                   |
| Sign                                      |                              |                                   |                                  |                             | X                            | (Sec. 5.7.1.)                   |

| 7. Natural Hazards to Avoid                                     |                                    |
|-----------------------------------------------------------------|------------------------------------|
| Steep Slopes (Sec. 5.4.1.)                                      |                                    |
| Development prohibited                                          | Slopes > 25%                       |
| Hillside CUP required                                           | Lot with average cross-slope ≥ 10% |
| Areas of Unstable Soils (Sec. 5.4.2.)                           |                                    |
| Fault Area (Sec. 5.4.3.)                                        |                                    |
| Floodplains (Sec. 5.4.4.)                                       |                                    |
| Wildland Urban Interface (Sec. 5.4.5.)                          |                                    |
| 8. Signs (Div. 5.6.)                                            |                                    |
| Home occupation/business                                        | 1 unlit wall sign                  |
| Area (max)                                                      | 2 sf                               |
| Background color                                                | No white or yellow                 |
| Temporary Signs                                                 | Sec. 5.6.1.                        |
| 9. Grading, Erosion Control, Stormwater                         |                                    |
| Grading (Sec. 5.7.2.)                                           |                                    |
| Erosion Control (Sec. 5.7.3.)                                   |                                    |
| Erosion shall be controlled at all times                        |                                    |
| Stormwater Management (Sec. 5.7.4.)                             |                                    |
| No increase in peak flow rate or velocity across property lines |                                    |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.6. NL-5: Neighborhood Low Density-5 (3/6/19, Ord. 1214)

|                                                                                                              |                                    |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>4. Fencing</b>                                                                                            |                                    |
| <b>Height (max)</b>                                                                                          |                                    |
| In street yard                                                                                               | 4'                                 |
| In side or rear yard                                                                                         | 6'                                 |
| <b>Setback (min)</b>                                                                                         |                                    |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                                 |
| Side or rear lot line                                                                                        | 0'                                 |
| <b>Orientation</b>                                                                                           |                                    |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                    |
| <b>5. Environmental Standards</b>                                                                            |                                    |
| <b>Natural Resource Setback (min)</b>                                                                        | <u>(Sec. 5.1.1.)</u>               |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                                |
| Flat Creek North of Hansen Ave.                                                                              | 25'                                |
| Flat Creek South of Hansen Ave.                                                                              | 50'                                |
| Wetland                                                                                                      | 30'                                |
| <b>Irrigation Ditch Setback (min)</b>                                                                        | <u>(7.7.4.D.)</u>                  |
| Irrigation Ditch                                                                                             | 15'                                |
| <b>Natural Resource Overlay (NRO)</b>                                                                        | <u>(Sec. 5.2.1.)</u>               |
| <b>6. Scenic Standards</b>                                                                                   |                                    |
| <b>Exterior Lighting</b>                                                                                     | <u>(Sec. 5.3.1.)</u>               |
| Light trespass prohibited                                                                                    |                                    |
| All lights over 600 initial lumens shall be fully shielded                                                   |                                    |
| Lumens per sf of site development (max)                                                                      | 3                                  |
| Lumens per <u>acre of site development</u> (max)                                                             |                                    |
| All fixtures                                                                                                 | <del>400,000</del> <u>50,000</u>   |
| Unshielded fixtures                                                                                          | <del>5,500</del> <u>2,000</u>      |
| Light Color                                                                                                  | ≤3000 Kelvin                       |
| <b>Scenic Resource Overlay (SRO)</b>                                                                         | <u>(Sec. 5.3.2.)</u>               |
| <b>7. Natural Hazards to Avoid</b>                                                                           |                                    |
| <b>Steep Slopes</b>                                                                                          | <u>(Sec. 5.4.1.)</u>               |
| Development prohibited                                                                                       | Slopes > 25%                       |
| Hillside CUP required                                                                                        | Lot with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b>                                                                               | <u>(Sec. 5.4.2.)</u>               |
| <b>Fault Area</b>                                                                                            | <u>(Sec. 5.4.3.)</u>               |
| <b>Floodplains</b>                                                                                           | <u>(Sec. 5.4.4.)</u>               |
| <b>Wildland Urban Interface</b>                                                                              | <u>(Sec. 5.4.5.)</u>               |

|                                                                 |                                                 |             |
|-----------------------------------------------------------------|-------------------------------------------------|-------------|
| 8. Signs                                                        |                                                 | (Div. 5.6.) |
| Number of Signs (max)                                           | 3 per business per frontage                     |             |
| Home occupation/business                                        | 1 unlit wall sign                               |             |
| Background color                                                | No white or yellow                              |             |
| Sign Area                                                       |                                                 |             |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |             |
| Home occupation/business                                        | 2 sf                                            |             |
| Penalty                                                         | 10% per projecting and freestanding sign        |             |
| Sign Type Standards                                             |                                                 |             |
| Canopy sign                                                     |                                                 |             |
| Clearance (min)                                                 | 7'6" from average grade                         |             |
| Setback (min)                                                   | 18" from back of curb                           |             |
| Freestanding sign                                               |                                                 |             |
| Height (max)                                                    | 6'                                              |             |
| Setback (min)                                                   | 5'                                              |             |
| Projecting sign                                                 |                                                 |             |
| Height (max)                                                    | 24' above grade                                 |             |
| Clearance (min)                                                 | 7'6" from average grade                         |             |
| Setback (min)                                                   | 18" from back of curb                           |             |
| Wall sign                                                       |                                                 |             |
| Window sign                                                     |                                                 |             |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |             |
| Temporary Signs                                                 | Sec. 5.6.1.                                     |             |
| 9. Grading, Erosion Control, Stormwater                         |                                                 |             |
| Grading                                                         | (Sec. 5.7.2.)                                   |             |
| Erosion Control                                                 | (Sec. 5.7.3.)                                   |             |
| Erosion shall be controlled at all times                        |                                                 |             |
| Stormwater Management (Sec. 5.7.4.)                             |                                                 |             |
| No increase in peak flow rate or velocity across property lines |                                                 |             |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.7. NM-1: Neighborhood Medium Density-1 (3/6/19, Ord. 1215)

| 4. Fencing                                                                                                   |                          |
|--------------------------------------------------------------------------------------------------------------|--------------------------|
| Height (max)                                                                                                 |                          |
| In street yard                                                                                               | 4'                       |
| In side or rear yard                                                                                         | 6'                       |
| Setback (min)                                                                                                |                          |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                       |
| Side or rear lot line                                                                                        | 0'                       |
| Orientation                                                                                                  |                          |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                          |
| 5. Environmental Standards                                                                                   |                          |
| Natural Resource Setback (min) (Sec. 5.1.1.)                                                                 |                          |
| Cache Creek (South of Cache Creek Drive)                                                                     | 20'                      |
| Flat Creek north of Hansen Ave.                                                                              | 25'                      |
| Flat Creek south of Hansen Ave.                                                                              | 50'                      |
| Wetland                                                                                                      | 30'                      |
| Irrigation Ditch Setback (min) (7.7.4.D.)                                                                    |                          |
| Irrigation Ditch                                                                                             | 15'                      |
| Natural Resource Overlay (NRO) (Sec. 5.2.1.)                                                                 |                          |
| 6. Scenic Standards                                                                                          |                          |
| Exterior Lighting (Sec. 5.3.1.)                                                                              |                          |
| Light trespass prohibited                                                                                    |                          |
| All lights over 600 initial lumens shall be fully shielded                                                   |                          |
| Lumens per sf of site development (max)                                                                      | 1.5                      |
| Lumens per <u>acre of site development</u> (max)                                                             |                          |
| All fixtures                                                                                                 | <del>60,000</del> 20,000 |
| Unshielded fixtures                                                                                          | <del>4,000</del> 1,000   |
| Light Color                                                                                                  | ≤3000 Kelvin             |
| Scenic Resource Overlay (SRO) (Sec. 5.3.2.)                                                                  |                          |

| 7. Natural Hazards to Avoid                                     |                                    |
|-----------------------------------------------------------------|------------------------------------|
| Steep Slopes (Sec. 5.4.1.)                                      |                                    |
| Development prohibited                                          | Slopes > 25%                       |
| Hillside CUP required                                           | Lot with average cross-slope ≥ 10% |
| Areas of Unstable Soils (Sec. 5.4.2.)                           |                                    |
| Fault Area (Sec. 5.4.3.)                                        |                                    |
| Floodplains (Sec. 5.4.4.)                                       |                                    |
| Wildland Urban Interface (Sec. 5.4.5.)                          |                                    |
| 8. Signs (Div. 5.6.)                                            |                                    |
| Home occupation/business                                        | 1 unit wall sign                   |
| Area (max)                                                      | 2 sf                               |
| Background color                                                | No white or yellow                 |
| Temporary Signs                                                 | Sec. 5.6.1.                        |
| 9. Grading, Erosion Control, Stormwater                         |                                    |
| Grading (Sec. 5.7.2.)                                           |                                    |
| Erosion Control (Sec. 5.7.3.)                                   |                                    |
| Erosion shall be controlled at all times                        |                                    |
| Stormwater Management (Sec. 5.7.4.)                             |                                    |
| No increase in peak flow rate or velocity across property lines |                                    |

| 10. Required Physical Development Permits |                              |                                   |                                  |                             |                              |                                 |
|-------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|
| Physical Development                      | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) |
| Dwelling Unit                             |                              |                                   |                                  |                             |                              |                                 |
| < 5 units                                 |                              |                                   | X                                |                             |                              | (Sec. 5.7.1.)                   |
| 5 - 10 units                              |                              | X                                 | X                                |                             |                              | (Sec. 5.7.1.)                   |
| > 10 units                                | X                            | X                                 | X                                |                             |                              | (Sec. 5.7.1.)                   |
| Sign                                      |                              |                                   |                                  |                             | X                            | (Sec. 5.7.1.)                   |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.8. NM-2: Neighborhood Medium Density-2 (3/6/19, Ord. 1216)

|                                                                                                              |                                    |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>4. Fencing</b>                                                                                            |                                    |
| <b>Height (max)</b>                                                                                          |                                    |
| In street yard                                                                                               | 4'                                 |
| In side or rear yard                                                                                         | 6'                                 |
| <b>Setback (min)</b>                                                                                         |                                    |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                                 |
| Side or rear lot line                                                                                        | 0'                                 |
| <b>Orientation</b>                                                                                           |                                    |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                    |
| <b>5. Environmental Standards</b>                                                                            |                                    |
| <b>Natural Resource Setback (min)</b>                                                                        | <b>(Sec. 5.1.1.)</b>               |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                                |
| Flat Creek North of Hansen Ave.                                                                              | 25'                                |
| Flat Creek South of Hansen Ave.                                                                              | 50'                                |
| Wetland                                                                                                      | 30'                                |
| <b>Irrigation Ditch Setback (min)</b>                                                                        | <b>(7.7.4.D.)</b>                  |
| Irrigation Ditch                                                                                             | 15'                                |
| <b>Natural Resource Overlay (NRO)</b>                                                                        | <b>(Sec. 5.2.1.)</b>               |
| <b>6. Scenic Standards</b>                                                                                   |                                    |
| <b>Exterior Lighting</b>                                                                                     | <b>(Sec. 5.3.1.)</b>               |
| Light trespass prohibited                                                                                    |                                    |
| All lights over 600 initial lumens shall be fully shielded                                                   |                                    |
| Lumens per sf of site development (max)                                                                      | 3                                  |
| Lumens per <u>acre of site development</u> (max)                                                             |                                    |
| All fixtures                                                                                                 | <del>400,000</del> 50,000          |
| Unshielded fixtures                                                                                          | <del>5,500</del> 2,000             |
| Light Color                                                                                                  | ≤3000 Kelvin                       |
| <b>Scenic Resource Overlay (SRO)</b>                                                                         | <b>(Sec. 5.3.2.)</b>               |
| <b>7. Natural Hazards to Avoid</b>                                                                           |                                    |
| <b>Steep Slopes</b>                                                                                          | <b>(Sec. 5.4.1.)</b>               |
| Development prohibited                                                                                       | Slopes > 25%                       |
| Hillside CUP required                                                                                        | Lot with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b>                                                                               | <b>(Sec. 5.4.2.)</b>               |
| <b>Fault Area</b>                                                                                            | <b>(Sec. 5.4.3.)</b>               |
| <b>Floodplains</b>                                                                                           | <b>(Sec. 5.4.4.)</b>               |
| <b>Wildland Urban Interface</b>                                                                              | <b>(Sec. 5.4.5.)</b>               |

| 8. Signs                                                        |                                                 | (Div. 5.6.) |
|-----------------------------------------------------------------|-------------------------------------------------|-------------|
| Number of Signs (max)                                           | 3 per business per frontage                     |             |
| Home occupation/business                                        | 1 unlit wall sign                               |             |
| Background Color                                                | No white or yellow                              |             |
| Sign Area                                                       |                                                 |             |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |             |
| Home occupation/business                                        | 2 sf                                            |             |
| Penalty                                                         | 10% per projecting and freestanding sign        |             |
| Sign Type Standards                                             |                                                 |             |
| Canopy sign                                                     |                                                 |             |
| Clearance (min)                                                 | 7'6" from average grade                         |             |
| Setback (min)                                                   | 18" from back of curb                           |             |
| Freestanding sign                                               |                                                 |             |
| Height (max)                                                    | 6'                                              |             |
| Setback (min)                                                   | 5'                                              |             |
| Projecting sign                                                 |                                                 |             |
| Height (max)                                                    | 24' above grade                                 |             |
| Clearance (min)                                                 | 7'6" from average grade                         |             |
| Setback (min)                                                   | 18" from back of curb                           |             |
| Wall sign                                                       |                                                 |             |
| Window sign                                                     |                                                 |             |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |             |
| Temporary Signs                                                 | Sec. 5.6.1.                                     |             |
| 9. Grading, Erosion Control, Stormwater                         |                                                 |             |
| Grading                                                         | (Sec. 5.7.2.)                                   |             |
| Erosion Control                                                 | (Sec. 5.7.3.)                                   |             |
| Erosion shall be controlled at all times                        |                                                 |             |
| Stormwater Management                                           | (Sec. 5.7.4.)                                   |             |
| No increase in peak flow rate or velocity across property lines |                                                 |             |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.9. NH-1: Neighborhood High Density 1 (3/6/19, Ord. 1217)

|                                                                                                              |                                    |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>4. Fencing</b>                                                                                            |                                    |
| <b>Height (max)</b>                                                                                          |                                    |
| In street yard                                                                                               | 4'                                 |
| In side or rear yard                                                                                         | 6'                                 |
| <b>Setback (min)</b>                                                                                         |                                    |
| Primary or secondary street/sidewalk (min)                                                                   | 1'                                 |
| Side or rear lot line                                                                                        | 0'                                 |
| <b>Orientation</b>                                                                                           |                                    |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                    |
| <b>5. Environmental Standards</b>                                                                            |                                    |
| <b>Natural Resource Setback (min)</b> (Sec. 5.1.1.)                                                          |                                    |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                                |
| Flat Creek North of Hansen Ave.                                                                              | 25'                                |
| Flat Creek South of Hansen Ave.                                                                              | 50'                                |
| Wetland                                                                                                      | 30'                                |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)                                                             |                                    |
| Irrigation Ditch                                                                                             | 15'                                |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.)                                                          |                                    |
| <b>6. Scenic Standards</b>                                                                                   |                                    |
| <b>Exterior Lighting</b> (Sec. 5.3.1.)                                                                       |                                    |
| Light trespass prohibited                                                                                    |                                    |
| All lights over 600 initial lumens shall be fully shielded                                                   |                                    |
| Lumens per sf of site development (max)                                                                      | 3                                  |
| Lumens per <u>acre of site development</u> (max)                                                             |                                    |
| All fixtures                                                                                                 | <del>400,000</del> 50,000          |
| Unshielded fixtures                                                                                          | <del>5,500</del> 2,000             |
| Light Color                                                                                                  | ≤3000 Kelvin                       |
| <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)                                                           |                                    |
| <b>7. Natural Hazards to Avoid</b>                                                                           |                                    |
| <b>Steep Slopes</b> (Sec. 5.4.1.)                                                                            |                                    |
| Development prohibited                                                                                       | Slopes > 25%                       |
| Hillside CUP required                                                                                        | Lot with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)                                                                 |                                    |
| <b>Fault Area</b> (Sec. 5.4.3.)                                                                              |                                    |
| <b>Floodplains</b> (Sec. 5.4.4.)                                                                             |                                    |
| <b>Wildland Urban Interface</b> (Sec. 5.4.5.)                                                                |                                    |

|                                                                 |                                                 |
|-----------------------------------------------------------------|-------------------------------------------------|
| <b>8. Signs</b> (Div. 5.6.)                                     |                                                 |
| Number of Signs (max)                                           | 3 per business per frontage                     |
| Home occupation/business                                        | 1 unlit wall sign                               |
| Background Color                                                | No white or yellow                              |
| <b>Sign Area</b>                                                |                                                 |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |
| Home occupation/business                                        | 2 sf                                            |
| Penalty                                                         | 10% per projecting and freestanding sign        |
| <b>Sign Type Standards</b>                                      |                                                 |
| Canopy sign                                                     |                                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| Freestanding sign                                               |                                                 |
| Height (max)                                                    | 6'                                              |
| Setback (min)                                                   | 5'                                              |
| Projecting sign                                                 |                                                 |
| Height (max)                                                    | 24' above grade                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| Wall sign                                                       |                                                 |
| Window sign                                                     |                                                 |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |
| Temporary Signs                                                 | Sec. 5.6.1.                                     |
| <b>9. Grading, Erosion Control, Stormwater</b>                  |                                                 |
| <b>Grading</b> (Sec. 5.7.2.)                                    |                                                 |
| <b>Erosion Control</b> (Sec. 5.7.3.)                            |                                                 |
| Erosion shall be controlled at all times                        |                                                 |
| <b>Stormwater Management</b> (Sec. 5.7.4.)                      |                                                 |
| No increase in peak flow rate or velocity across property lines |                                                 |



Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.10. OR: Office Residential (3/6/19, Ord. 1222)

| 4. Environmental Standards                          |                                       |
|-----------------------------------------------------|---------------------------------------|
| Natural Resource Setback (min)                      | (Sec. 5.1.1.)                         |
| Cache Creek south of Cache Creek Dr.                | 20'                                   |
| Flat Creek north of Hansen Ave.                     | 25'                                   |
| Flat Creek south of Hansen Ave.                     | 50'                                   |
| Wetland                                             | 30'                                   |
| Irrigation Ditch Setback (min)                      | (7.7.4.D.)                            |
| Irrigation Ditch                                    | 15'                                   |
| Natural Resource Overlay (NRO)                      | (Sec. 5.2.1.)                         |
| 5. Scenic Standards                                 |                                       |
| Exterior Lighting                                   | (Sec. 5.3.1.)                         |
| Light trespass is prohibited.                       |                                       |
| All lights over 600 lumens shall be fully shielded. |                                       |
| Max lumens per sf of site development               | 3                                     |
| Lumens per <u>acre of site development</u> (max)    |                                       |
| All fixtures                                        | <del>400,000</del> <u>50,000</u>      |
| Unshielded fixtures                                 | <del>5,500</del> <u>2,000</u>         |
| Light Color                                         | ≤3000 Kelvin                          |
| Scenic Resource Overlay (SRO)                       | (Sec. 5.3.2.)                         |
| 6. Natural Hazards to Avoid                         |                                       |
| Steep Slopes                                        | (Sec. 5.4.1.)                         |
| Development prohibited                              | Slopes > 25%                          |
| Hillside CUP required                               | Parcel with average cross-slope ≥ 10% |
| Areas of Unstable Soils                             | (Sec. 5.4.2.)                         |
| Fault Area                                          | (Sec. 5.4.3.)                         |
| Floodplains                                         | (Sec. 5.4.4.)                         |
| Wildland Urban Interface                            | (Sec. 5.4.5.)                         |

| 7. Signs (nonresidential)                                       |                                                 | (Div. 5.6.)          |
|-----------------------------------------------------------------|-------------------------------------------------|----------------------|
| Number of signs (max)                                           | 3 per business per frontage                     |                      |
| Background color                                                | No white or yellow                              |                      |
| Sign Area                                                       |                                                 |                      |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |                      |
| Penalty                                                         | 10% per projecting and freestanding sign        |                      |
| Sign Type Standards                                             |                                                 |                      |
| Canopy sign                                                     |                                                 |                      |
| Clearance (min)                                                 | 7'6" average grade                              |                      |
| Setback (min)                                                   | 18" from back of curb                           |                      |
| Freestanding sign                                               |                                                 |                      |
| Height (max)                                                    | 6'                                              |                      |
| Setback (min)                                                   | 5'                                              |                      |
| Projecting sign                                                 |                                                 |                      |
| Height (max)                                                    | 24' above grade                                 |                      |
| Clearance (min)                                                 | 7'6" from average grade                         |                      |
| Setback (min)                                                   | 18" from back of curb                           |                      |
| Window sign                                                     |                                                 |                      |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |                      |
| Temporary signs                                                 | <u>Sec. 5.6.1.</u>                              |                      |
| 8. Grading, Erosion Control, Stormwater                         |                                                 |                      |
| Grading                                                         | <u>(Sec. 5.7.2.)</u>                            |                      |
| Erosion Control                                                 | <u>(Sec. 5.7.3.)</u>                            |                      |
| Erosion shall be controlled at all times                        |                                                 |                      |
| Stormwater Management                                           |                                                 | <u>(Sec. 5.7.4.)</u> |
| No increase in peak flow rate or velocity across property lines |                                                 |                      |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.11. CR-1: Commercial Residential-1 (3/6/19, Ord. 1219)

| 4. Environmental Standards                                      |                                                 |                                   |                                  |                             |                              |                                 |                   |
|-----------------------------------------------------------------|-------------------------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|-------------------|
| Natural Resource Setback (min)                                  | (Sec. 5.1.1.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Cache Creek south of Cache Creek Dr.                            | 20'                                             |                                   |                                  |                             |                              |                                 |                   |
| Flat Creek north of Hansen Ave.                                 | 25'                                             |                                   |                                  |                             |                              |                                 |                   |
| Flat Creek south of Hansen Ave.                                 | 50'                                             |                                   |                                  |                             |                              |                                 |                   |
| Wetland                                                         | 30'                                             |                                   |                                  |                             |                              |                                 |                   |
| Irrigation Ditch Setback (min)                                  | (7.7.4.D.)                                      |                                   |                                  |                             |                              |                                 |                   |
| Irrigation Ditch                                                | 15'                                             |                                   |                                  |                             |                              |                                 |                   |
| Natural Resource Overlay (NRO)                                  | (Sec. 5.2.1.)                                   |                                   |                                  |                             |                              |                                 |                   |
| 5. Scenic Standards                                             |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Exterior Lighting                                               | (Sec. 5.3.1.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Light trespass is prohibited.                                   |                                                 |                                   |                                  |                             |                              |                                 |                   |
| All lights over 600 lumens shall be fully shielded.             |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Max lumens per sf of site development                           | 3                                               |                                   |                                  |                             |                              |                                 |                   |
| Lumens per <u>acre of site development</u> (max)                |                                                 |                                   |                                  |                             |                              |                                 |                   |
| All fixtures                                                    | <del>400,000</del> 50,000                       |                                   |                                  |                             |                              |                                 |                   |
| Unshielded fixtures                                             | <del>5,500</del> 2,000                          |                                   |                                  |                             |                              |                                 |                   |
| Light Color                                                     | ≤3000 Kelvin                                    |                                   |                                  |                             |                              |                                 |                   |
| Scenic Resource Overlay (SRO)                                   | (Sec. 5.3.2.)                                   |                                   |                                  |                             |                              |                                 |                   |
| 6. Natural Hazards to Avoid                                     |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Steep Slopes                                                    | (Sec. 5.4.1.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Development prohibited                                          | Slopes > 25%                                    |                                   |                                  |                             |                              |                                 |                   |
| Hillside CUP required                                           | Parcel with average cross-slope ≥ 10%           |                                   |                                  |                             |                              |                                 |                   |
| Areas of Unstable Soils                                         | (Sec. 5.4.2.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Fault Area                                                      | (Sec. 5.4.3.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Floodplains                                                     | (Sec. 5.4.4.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Wildland Urban Interface                                        | (Sec. 5.4.5.)                                   |                                   |                                  |                             |                              |                                 |                   |
| 7. Signs (nonresidential) (Div. 5.6.)                           |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Number of signs (max)                                           | 3 per business per frontage                     |                                   |                                  |                             |                              |                                 |                   |
| Background color                                                | No white or yellow                              |                                   |                                  |                             |                              |                                 |                   |
| Sign Area                                                       |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |                                   |                                  |                             |                              |                                 |                   |
| Penalty                                                         | 10% per projecting and freestanding sign        |                                   |                                  |                             |                              |                                 |                   |
| Sign Type Standards                                             |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Canopy sign                                                     |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Clearance (min)                                                 | 7'6" from average grade                         |                                   |                                  |                             |                              |                                 |                   |
| Setback (min)                                                   | 18" from back of curb                           |                                   |                                  |                             |                              |                                 |                   |
| Freestanding sign                                               |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Height (max)                                                    | 6'                                              |                                   |                                  |                             |                              |                                 |                   |
| Setback (min)                                                   | 5'                                              |                                   |                                  |                             |                              |                                 |                   |
| Projecting sign                                                 |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Height (max)                                                    | 24' above grade                                 |                                   |                                  |                             |                              |                                 |                   |
| Clearance (min)                                                 | 7'6" from average grade                         |                                   |                                  |                             |                              |                                 |                   |
| Setback (min)                                                   | 18" from back of curb                           |                                   |                                  |                             |                              |                                 |                   |
| Window sign                                                     |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |                                   |                                  |                             |                              |                                 |                   |
| Temporary signs                                                 | Sec. 5.6.1.                                     |                                   |                                  |                             |                              |                                 |                   |
| 8. Grading, Erosion Control, Stormwater                         |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Grading                                                         | (Sec. 5.7.2.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Erosion Control                                                 | (Sec. 5.7.3.)                                   |                                   |                                  |                             |                              |                                 |                   |
| Erosion shall be controlled at all times                        |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Stormwater Management                                           | (Sec. 5.7.4.)                                   |                                   |                                  |                             |                              |                                 |                   |
| No increase in peak flow rate or velocity across property lines |                                                 |                                   |                                  |                             |                              |                                 |                   |
| 9. Physical Development Permits Required                        |                                                 |                                   |                                  |                             |                              |                                 |                   |
| Physical Development                                            | Sketch Plan<br>(Sec. 8.3.2.)                    | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) | Floodplain Permit |
| Floor Area                                                      |                                                 |                                   |                                  |                             |                              |                                 |                   |
| < 9,750 sf                                                      |                                                 |                                   | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| 9,750 - 19,500 sf                                               |                                                 | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 19,500 sf                                                     | X                                               | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 19,500 sf for only residential use                            | optional                                        | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| Sign                                                            |                                                 |                                   |                                  |                             | X                            | Sec. 5.7.1.                     | Sec. 5.4.4.       |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.12. CR-2: Commercial Residential-2 (3/6/19, Ord. 1220)

| 4. Environmental Standards                          |                                       |
|-----------------------------------------------------|---------------------------------------|
| Natural Resource Setback (min)                      | (Sec. 5.1.1.)                         |
| Cache Creek south of Cache Creek Dr.                | 20'                                   |
| Flat Creek north of Hansen Ave.                     | 25'                                   |
| Flat Creek south of Hansen Ave.                     | 50'                                   |
| Wetland                                             | 30'                                   |
| Irrigation Ditch Setback (min)                      | (7.7.4.D.)                            |
| Irrigation Ditch                                    | 15'                                   |
| Natural Resource Overlay (NRO)                      | (Sec. 5.2.1.)                         |
| 5. Scenic Standards                                 |                                       |
| Exterior Lighting                                   | (Sec. 5.3.1.)                         |
| Light trespass is prohibited.                       |                                       |
| All lights over 600 lumens shall be fully shielded. |                                       |
| Max lumens per sf of site development               | 3                                     |
| Lumens per <u>acre of site development</u> (max)    |                                       |
| All fixtures                                        | <del>400,000</del> 50,000             |
| Unshielded fixtures                                 | <del>5,500</del> 2,000                |
| Light Color                                         | ≤3000 Kelvin                          |
| Scenic Resource Overlay (SRO)                       | (Sec. 5.3.2.)                         |
| 6. Natural Hazards to Avoid                         |                                       |
| Steep Slopes                                        | (Sec. 5.4.1.)                         |
| Development prohibited                              | Slopes > 25%                          |
| Hillside CUP required                               | Parcel with average cross-slope ≥ 10% |
| Areas of Unstable Soils                             | (Sec. 5.4.2.)                         |
| Fault Area                                          | (Sec. 5.4.3.)                         |
| Floodplains                                         | (Sec. 5.4.4.)                         |
| Wildland Urban Interface                            | (Sec. 5.4.5.)                         |

| 7. Signs (nonresidential)                                       |                                                 | (Div. 5.6.) |
|-----------------------------------------------------------------|-------------------------------------------------|-------------|
| Number of signs (max)                                           | 3 per business per frontage                     |             |
| Background color                                                | No white or yellow                              |             |
| Sign Area                                                       |                                                 |             |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |             |
| Penalty                                                         | 10% per projecting and freestanding sign        |             |
| Sign Type Standards                                             |                                                 |             |
| Canopy sign                                                     |                                                 |             |
| Clearance (min)                                                 | 7'6" from average grade                         |             |
| Setback (min)                                                   | 18" from back of curb                           |             |
| Freestanding sign                                               |                                                 |             |
| Height (max)                                                    | 6'                                              |             |
| Setback (min)                                                   | 5'                                              |             |
| Projecting sign                                                 |                                                 |             |
| Height (max)                                                    | 24' above grade                                 |             |
| Clearance (min)                                                 | 7'6" from average grade                         |             |
| Setback (min)                                                   | 18" from back of curb                           |             |
| Window sign                                                     |                                                 |             |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |             |
| Temporary signs                                                 | (Sec. 5.6.1.)                                   |             |
| 8. Grading, Erosion Control, Stormwater                         |                                                 |             |
| Grading                                                         | (Sec. 5.7.2.)                                   |             |
| Erosion Control                                                 | (Sec. 5.7.3.)                                   |             |
| Erosion shall be controlled at all times                        |                                                 |             |
| Stormwater Management (Sec. 5.7.4.)                             |                                                 |             |
| No increase in peak flow rate or velocity across property lines |                                                 |             |

| 9. Physical Development Permits Required |                              |                                   |                                  |                             |                              |                                 |                   |
|------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|-------------------|
| Physical Development                     | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) | Floodplain Permit |
| Floor Area                               |                              |                                   |                                  |                             |                              |                                 |                   |
| < 6,900 sf                               |                              |                                   | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| 6,900 - 13,800 sf                        |                              | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 13,800 sf                              | X                            | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 13,800 sf for only residential use     | X                            | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| Sign                                     |                              |                                   |                                  |                             | X                            | Sec. 5.7.1.                     | Sec. 5.4.4.       |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.13. CR-3: Commercial Residential-3 (2/1/21, Ord. 1278)

|                                                     |                                       |
|-----------------------------------------------------|---------------------------------------|
| <b>4. Fencing</b>                                   |                                       |
| <b>Height (max)</b>                                 |                                       |
| In street yard                                      | 4'                                    |
| In side yard                                        | 6'                                    |
| <b>Setback (min)</b>                                |                                       |
| Primary or side street/sidewalk                     | 1'                                    |
| Side or rear lot line                               | 0'                                    |
| <b>5. Environmental Standards</b>                   |                                       |
| <b>Natural Resource Setback (min)</b> (Sec. 5.1.1.) |                                       |
| Cache Creek south of Cache Creek Dr.                | 20'                                   |
| Flat Creek north of Hansen Ave.                     | 25'                                   |
| Flat Creek south of Hansen Ave.                     | 50'                                   |
| Wetland                                             | 30'                                   |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)    |                                       |
| Irrigation Ditch                                    | 15'                                   |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.) |                                       |
| <b>6. Scenic Standards</b>                          |                                       |
| <b>Exterior Lighting</b> (Sec. 5.3.1.)              |                                       |
| Light trespass is prohibited.                       |                                       |
| All lights over 600 lumens shall be fully shielded. |                                       |
| Max lumens per sf of site development               | 3                                     |
| Lumens per <u>acre of site development</u> (max)    |                                       |
| All fixtures                                        | <del>400,000</del><br>50,000          |
| Unshielded fixtures                                 | <del>5,500</del> 2,000                |
| Light Color                                         | ≤3000 Kelvin                          |
| <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)  |                                       |
| <b>7. Natural Hazards to Avoid</b>                  |                                       |
| <b>Steep Slopes</b> (Sec. 5.4.1.)                   |                                       |
| Development prohibited                              | Slopes > 30%                          |
| Hillside CUP required                               | Parcel with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)        |                                       |
| <b>Fault Area</b> (Sec. 5.4.3.)                     |                                       |
| <b>Floodplains</b> (Sec. 5.4.4.)                    |                                       |
| <b>Wildland Urban Interface</b> (Sec. 5.4.5.)       |                                       |

|                                                                 |                                                 |
|-----------------------------------------------------------------|-------------------------------------------------|
| <b>8. Signs (nonresidential)</b> (Div. 5.6.)                    |                                                 |
| Number of signs (max)                                           | 3 per business per frontage                     |
| Background color                                                | No white or yellow                              |
| <b>Sign Area</b>                                                |                                                 |
| Total sign area (max)                                           | 3 sf per ft of street facade width up to 150 sf |
| Penalty                                                         | 10% per projecting and freestanding sign        |
| <b>Sign Type Standards</b>                                      |                                                 |
| <b>Canopy sign</b>                                              |                                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| <b>Freestanding sign</b>                                        |                                                 |
| Height (max)                                                    | 6'                                              |
| Setback (min)                                                   | 5'                                              |
| <b>Projecting sign</b>                                          |                                                 |
| Height (max)                                                    | 24' above grade                                 |
| Clearance (min)                                                 | 7'6" from average grade                         |
| Setback (min)                                                   | 18" from back of curb                           |
| <b>Window sign</b>                                              |                                                 |
| Window surface coverage (max)                                   | 25% up to 16 sf                                 |
| Temporary signs                                                 | Sec. 5.6.1.                                     |
| <b>9. Grading, Erosion Control, Stormwater</b>                  |                                                 |
| <b>Grading</b> (Sec. 5.7.2.)                                    |                                                 |
| <b>Erosion Control</b> (Sec. 5.7.3.)                            |                                                 |
| Erosion shall be controlled at all times                        |                                                 |
| <b>Stormwater Management</b> (Sec. 5.7.4.)                      |                                                 |
| No increase in peak flow rate or velocity across property lines |                                                 |



Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.14. DC-1: Downtown Core-1 (2/1/21, Ord. 1278)

| 4. Environmental Standards                          |                                       |
|-----------------------------------------------------|---------------------------------------|
| Natural Resource Setback (min)                      | (Sec. 5.1.1.)                         |
| Cache Creek south of Cache Creek Dr.                | 20'                                   |
| Flat Creek north of Hansen Ave.                     | 25'                                   |
| Flat Creek south of Hansen Ave.                     | 50'                                   |
| Wetland                                             | 30'                                   |
| Irrigation Ditch Setback (min)                      | (7.7.4.D.)                            |
| Irrigation Ditch                                    | 15'                                   |
| Natural Resource Overlay (NRO)                      | (Sec. 5.2.1.)                         |
| 5. Scenic Standards                                 |                                       |
| Exterior Lighting                                   | (Sec. 5.3.1.)                         |
| Light trespass is prohibited.                       |                                       |
| All lights over 600 lumens shall be fully shielded. |                                       |
| Max lumens per sf of site development               | 3                                     |
| Lumens per <u>acre of site development</u> (max)    |                                       |
| All fixtures                                        | <del>400,000</del> 50,000             |
| Unshielded fixtures                                 | <del>5,500</del> 2,000                |
| Light Color                                         | ≤3000 Kelvin                          |
| Scenic Resource Overlay (SRO)                       | (Sec. 5.3.2.)                         |
| 6. Natural Hazards to Avoid                         |                                       |
| Steep Slopes                                        | (Sec. 5.4.1.)                         |
| Development prohibited                              | Slopes > 25%                          |
| Hillside CUP required                               | Parcel with average cross-slope ≥ 10% |
| Areas of Unstable Soils                             | (Sec. 5.4.2.)                         |
| Fault Area                                          | (Sec. 5.4.3.)                         |
| Floodplains                                         | (Sec. 5.4.4.)                         |
| Wildland Urban Interface                            | (Sec. 5.4.5.)                         |

| 7. Signs (nonresidential)                                       |                                                        | (Div. 5.6.) |
|-----------------------------------------------------------------|--------------------------------------------------------|-------------|
| Number of signs (max)                                           | 3 per business per                                     |             |
| Background color                                                | No white or yellow                                     |             |
| Sign Area                                                       |                                                        |             |
| Total sign area (max)                                           | 3 sf per linear ft of street facade width up to 150 sf |             |
| Penalty                                                         | 10% per projecting and freestanding sign               |             |
| Sign Type Standards                                             |                                                        |             |
| Canopy sign                                                     |                                                        |             |
| Clearance (min)                                                 | 7'6" from average grade                                |             |
| Setback (min)                                                   | 18" from back of curb                                  |             |
| Freestanding sign                                               |                                                        |             |
| Height (max)                                                    | 6'                                                     |             |
| Setback (min)                                                   | 5'                                                     |             |
| Projecting sign                                                 |                                                        |             |
| Height (max)                                                    | 24' above grade                                        |             |
| Clearance (min)                                                 | 7'6" from average grade                                |             |
| Setback (min)                                                   | 18" from back of curb                                  |             |
| Window sign                                                     |                                                        |             |
| Window surface coverage (max)                                   | 25% up to 16 sf                                        |             |
| Temporary signs                                                 | <u>Sec. 5.6.1.</u>                                     |             |
| 8. Grading, Erosion Control, Stormwater                         |                                                        |             |
| Grading                                                         | (Sec. 5.7.2.)                                          |             |
| Erosion Control                                                 | (Sec. 5.7.3.)                                          |             |
| Erosion shall be controlled at all times                        |                                                        |             |
| Stormwater Management                                           | (Sec. 5.7.4.)                                          |             |
| No increase in peak flow rate or velocity across property lines |                                                        |             |

| 9. Physical Development Permits Required |                              |                                   |                                  |                             |                              |                                 |                    |
|------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|--------------------|
| Physical Development                     | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) | Floodplain Permit  |
| Floor Area                               |                              |                                   |                                  |                             |                              |                                 |                    |
| < 19,500 sf                              |                              |                                   | X                                | X                           |                              | <u>Sec. 5.7.1.</u>              | <u>Sec. 5.4.4.</u> |
| 19,500 - 39,000 sf                       |                              | X                                 | X                                | X                           |                              | <u>Sec. 5.7.1.</u>              | <u>Sec. 5.4.4.</u> |
| > 39,000 sf                              | X                            | X                                 | X                                | X                           |                              | <u>Sec. 5.7.1.</u>              | <u>Sec. 5.4.4.</u> |
| > 39,000 sf for only residential use     | optional                     | X                                 | X                                | X                           |                              | <u>Sec. 5.7.1.</u>              | <u>Sec. 5.4.4.</u> |
| Sign                                     |                              |                                   |                                  |                             | X                            | <u>Sec. 5.7.1.</u>              | <u>Sec. 5.4.4.</u> |



Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.15. DC-2: Downtown Core-2 (2/1/21, Ord. 1278)

| 4. Environmental Standards                              |                                       |
|---------------------------------------------------------|---------------------------------------|
| Natural Resource Setback (min)                          | (Sec. 5.1.1.)                         |
| Cache Creek south of Cache Creek Dr.                    | 20'                                   |
| Flat Creek north of Hansen Ave.                         | 25'                                   |
| Flat Creek south of Hansen Ave.                         | 50'                                   |
| Wetland                                                 | 30'                                   |
| Irrigation Ditch Setback (min)                          | (7.7.4.D.)                            |
| Irrigation Ditch                                        | 15'                                   |
| Natural Resource Overlay (NRO)                          | (Sec. 5.2.1.)                         |
| 5. Scenic Standards                                     |                                       |
| Exterior Lighting                                       | (Sec. 5.3.1.)                         |
| Light trespass is prohibited.                           |                                       |
| All lights over 600 lumens shall be fully shielded.     |                                       |
| Max lumens per sf of site development                   | 3                                     |
| Lumens per <u>acre</u> of site <u>development</u> (max) |                                       |
| All fixtures                                            | <del>400,000</del> 50,000             |
| Unshielded fixtures                                     | <del>5,500</del> 2,000                |
| Light Color                                             | ≤3000 Kelvin                          |
| Scenic Resource Overlay (SRO)                           | (Sec. 5.3.2.)                         |
| 6. Natural Hazards to Avoid                             |                                       |
| Steep Slopes                                            | (Sec. 5.4.1.)                         |
| Development prohibited                                  | Slopes > 25%                          |
| Hillside CUP required                                   | Parcel with average cross-slope ≥ 10% |
| Areas of Unstable Soils                                 | (Sec. 5.4.2.)                         |
| Fault Area                                              | (Sec. 5.4.3.)                         |
| Floodplains                                             | (Sec. 5.4.4.)                         |
| Wildland Urban Interface                                | (Sec. 5.4.5.)                         |

| 7. Signs (nonresidential)                                       |                                                        | (Div. 5.6.) |
|-----------------------------------------------------------------|--------------------------------------------------------|-------------|
| Number of signs (max)                                           | 3 per business per                                     |             |
| Background color                                                | No white or yellow                                     |             |
| Sign Area                                                       |                                                        |             |
| Total sign area (max)                                           | 3 sf per linear ft of street facade width up to 150 sf |             |
| Penalty                                                         | 10% per projecting and freestanding sign               |             |
| Sign Type Standards                                             |                                                        |             |
| Canopy sign                                                     |                                                        |             |
| Clearance (min)                                                 | 7'6" from average grade                                |             |
| Setback (min)                                                   | 18" from back of curb                                  |             |
| Freestanding sign                                               |                                                        |             |
| Height (max)                                                    | 6'                                                     |             |
| Setback (min)                                                   | 5'                                                     |             |
| Projecting sign                                                 |                                                        |             |
| Height (max)                                                    | 24' above grade                                        |             |
| Clearance (min)                                                 | 7'6" from average grade                                |             |
| Setback (min)                                                   | 18" from back of curb                                  |             |
| Window sign                                                     |                                                        |             |
| Window surface coverage (max)                                   | 25% up to 16 sf                                        |             |
| Temporary signs                                                 | <u>Sec. 5.6.1.</u>                                     |             |
| 8. Grading, Erosion Control, Stormwater                         |                                                        |             |
| Grading                                                         | <u>(Sec. 5.7.2.)</u>                                   |             |
| Erosion Control                                                 | <u>(Sec. 5.7.3.)</u>                                   |             |
| Erosion shall be controlled at all times                        |                                                        |             |
| Stormwater Management                                           | <u>(Sec. 5.7.4.)</u>                                   |             |
| No increase in peak flow rate or velocity across property lines |                                                        |             |

| 9. Physical Development Permits Required |                              |                                   |                                  |                             |                              |                                 |                   |
|------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|-------------------|
| Physical Development                     | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) | Floodplain Permit |
| Floor Area                               |                              |                                   |                                  |                             |                              |                                 |                   |
| < 19,500 sf                              |                              |                                   | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| 19,500 - 39,000 sf                       |                              | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 39,000 sf                              | X                            | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 39,000 sf for only residential use     | optional                     | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| Sign                                     |                              |                                   |                                  |                             | X                            | Sec. 5.7.1.                     | Sec. 5.4.4.       |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones

2.2.16. TS-1: Town Square-1 (2/1/21, Ord. 1278)

| 4. Environmental Standards                          |                                       |
|-----------------------------------------------------|---------------------------------------|
| Natural Resource Setback (min)                      | (Sec. 5.1.1.)                         |
| Cache Creek south of Cache Creek Dr.                | 20'                                   |
| Flat Creek north of Hansen Ave.                     | 25'                                   |
| Flat Creek south of Hansen Ave.                     | 50'                                   |
| Wetland                                             | 30'                                   |
| Irrigation Ditch Setback (min)                      | (7.7.4.D.)                            |
| Irrigation Ditch                                    | 15'                                   |
| Natural Resource Overlay (NRO)                      | (Sec. 5.2.1.)                         |
| 5. Scenic Standards                                 |                                       |
| Exterior Lighting                                   | (Sec. 5.3.1.)                         |
| Light trespass is prohibited.                       |                                       |
| All lights over 600 lumens shall be fully shielded. |                                       |
| Max lumens per sf of site development               | 3                                     |
| Lumens per <u>acre of site development</u> (max)    |                                       |
| All fixtures                                        | <del>400,000</del> 50,000             |
| Unshielded fixtures                                 | <del>5,500</del> 2,000                |
| Light Color                                         | ≤3000 Kelvin                          |
| Scenic Resource Overlay (SRO)                       | (Sec. 5.3.2.)                         |
| 6. Natural Hazards to Avoid                         |                                       |
| Steep Slopes                                        | (Sec. 5.4.1.)                         |
| Development prohibited                              | Slopes > 25%                          |
| Hillside CUP required                               | Parcel with average cross-slope ≥ 10% |
| Areas of Unstable Soils                             | (Sec. 5.4.2.)                         |
| Fault Area                                          | (Sec. 5.4.3.)                         |
| Floodplains                                         | (Sec. 5.4.4.)                         |
| Wildland Urban Interface                            | (Sec. 5.4.5.)                         |

| 7. Signs (nonresidential)                                       |                                                   | (Div. 5.6.)          |
|-----------------------------------------------------------------|---------------------------------------------------|----------------------|
| Number of signs (max)                                           | 2 per business per frontage                       |                      |
| Background color                                                | No white or yellow                                |                      |
| Sign Area                                                       |                                                   |                      |
| Total sign area (max)                                           | 2.5 sf per ft of street facade width up to 125 sf |                      |
| Penalty                                                         | 10% per projecting and freestanding sign          |                      |
| Sign Type Standards                                             |                                                   |                      |
| Canopy sign                                                     |                                                   |                      |
| Clearance (min)                                                 | 7'6" from average grade                           |                      |
| Setback (min)                                                   | 18" from back of curb                             |                      |
| Freestanding sign                                               |                                                   |                      |
| Height (max)                                                    | 6'                                                |                      |
| Setback (min)                                                   | 5'                                                |                      |
| Projecting sign                                                 |                                                   |                      |
| Height (max)                                                    | 24' above grade                                   |                      |
| Clearance (min)                                                 | 7'6" from average grade                           |                      |
| Setback (min)                                                   | 18" from back of curb                             |                      |
| Window sign                                                     |                                                   |                      |
| Window surface coverage (max)                                   | 25% up to 16 sf                                   |                      |
| Temporary signs                                                 | <u>Sec. 5.6.1.</u>                                |                      |
| 8. Grading, Erosion Control, Stormwater                         |                                                   |                      |
| Grading                                                         | <u>(Sec. 5.7.2.)</u>                              |                      |
| Erosion Control                                                 | <u>(Sec. 5.7.3.)</u>                              |                      |
| Erosion shall be controlled at all times                        |                                                   |                      |
| Stormwater Management                                           |                                                   | <u>(Sec. 5.7.4.)</u> |
| No increase in peak flow rate or velocity across property lines |                                                   |                      |

| 9. Physical Development Permits Required |                              |                                   |                                  |                             |                              |                                 |                   |
|------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|-------------------|
| Physical Development                     | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) | Floodplain Permit |
| Nonresidential Floor Area                |                              |                                   |                                  |                             |                              |                                 |                   |
| ≤ 10,000 sf                              |                              |                                   | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| 10,001 - 20,000 sf                       |                              | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 20,000 sf                              | X                            | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| Sign                                     |                              |                                   |                                  |                             | X                            | Sec. 5.7.1.                     | Sec. 5.4.4.       |

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones  
2.2.17. TS-2: Town Square-2 (2/1/21, Ord. 1278)

| 4. Environmental Standards                          |                                       |
|-----------------------------------------------------|---------------------------------------|
| Natural Resource Setback (min)                      | (Sec. 5.1.1.)                         |
| Cache Creek south of Cache Creek Dr.                | 20'                                   |
| Flat Creek north of Hansen Ave.                     | 25'                                   |
| Flat Creek south of Hansen Ave.                     | 50'                                   |
| Wetland                                             | 30'                                   |
| Irrigation Ditch Setback (min)                      | ()                                    |
| Irrigation Ditch                                    | 15'                                   |
| Natural Resource Overlay (NRO)                      | (Sec. 5.2.1.)                         |
| 5. Scenic Standards                                 |                                       |
| Exterior Lighting                                   | (Sec. 5.3.1.)                         |
| Light trespass is prohibited.                       |                                       |
| All lights over 600 lumens shall be fully shielded. |                                       |
| Max lumens per sf of site development               | 3                                     |
| Lumens per <u>acre of site development</u> (max)    |                                       |
| All fixtures                                        | <del>400,000</del> 50,000             |
| Unshielded fixtures                                 | <del>5,500</del> 2,000                |
| Light Color                                         | ≤3000 Kelvin                          |
| Scenic Resource Overlay (SRO)                       | (Sec. 5.3.2.)                         |
| 6. Natural Hazards to Avoid                         |                                       |
| Steep Slopes                                        | (Sec. 5.4.1.)                         |
| Development prohibited                              | Slopes > 25%                          |
| Hillside CUP required                               | Parcel with average cross-slope ≥ 10% |
| Areas of Unstable Soils                             | (Sec. 5.4.2.)                         |
| Fault Area                                          | (Sec. 5.4.3.)                         |
| Floodplains                                         | (Sec. 5.4.4.)                         |
| Wildland Urban Interface                            | (Sec. 5.4.5.)                         |

| 7. Signs (nonresidential)                                       |                                                   | (Div. 5.6.) |
|-----------------------------------------------------------------|---------------------------------------------------|-------------|
| Number of signs (max)                                           | 2 per business per frontage                       |             |
| Background color                                                | No white or yellow                                |             |
| Sign Area                                                       |                                                   |             |
| Total sign area (max)                                           | 2.5 sf per ft of street facade width up to 125 sf |             |
| Penalty                                                         | 10% per projecting and freestanding sign          |             |
| Sign Type Standards                                             |                                                   |             |
| Canopy sign                                                     |                                                   |             |
| Clearance (min)                                                 | 7'6" from average grade                           |             |
| Setback (min)                                                   | 18" from back of curb                             |             |
| Freestanding sign                                               |                                                   |             |
| Height (max)                                                    | 6'                                                |             |
| Setback (min)                                                   | 5'                                                |             |
| Projecting sign                                                 |                                                   |             |
| Height (max)                                                    | 24' above grade                                   |             |
| Clearance (min)                                                 | 7'6" from average grade                           |             |
| Setback (min)                                                   | 18" from back of curb                             |             |
| Window sign                                                     |                                                   |             |
| Window surface coverage (max)                                   | 25% up to 16 sf                                   |             |
| Temporary signs                                                 | (Sec. 5.6.1.)                                     |             |
| 8. Grading, Erosion Control, Stormwater                         |                                                   |             |
| Grading                                                         | (Sec. 5.7.2.)                                     |             |
| Erosion Control                                                 | (Sec. 5.7.3.)                                     |             |
| Erosion shall be controlled at all times                        |                                                   |             |
| Stormwater Management                                           |                                                   |             |
| (Sec. 5.7.4.)                                                   |                                                   |             |
| No increase in peak flow rate or velocity across property lines |                                                   |             |

| 9. Physical Development Permits Required |                              |                                   |                                  |                             |                              |                                 |                   |
|------------------------------------------|------------------------------|-----------------------------------|----------------------------------|-----------------------------|------------------------------|---------------------------------|-------------------|
| Physical Development                     | Sketch Plan<br>(Sec. 8.3.2.) | Development Plan<br>(Sec. 8.3.3.) | Building Permit<br>(Sec. 8.3.4.) | DRC Review<br>(Sec. 8.2.6.) | Sign Permit<br>(Sec. 8.3.6.) | Grading Permit<br>(Sec. 8.3.5.) | Floodplain Permit |
| Nonresidential Floor Area                |                              |                                   |                                  |                             |                              |                                 |                   |
| ≤ 10,000 sf                              |                              |                                   | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| 10,001 - 20,000 sf                       |                              | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| > 20,000 sf                              | X                            | X                                 | X                                | X                           |                              | Sec. 5.7.1.                     | Sec. 5.4.4.       |
| Sign                                     |                              |                                   |                                  |                             | X                            | Sec. 5.7.1.                     | Sec. 5.4.4.       |

Article 2. Complete Neighborhood Zones | Div. 2.3. Complete Neighborhood Legacy Zones  
2.3.10. Business Park-Town (BP-ToJ) (7/18/18, Ord. 1198)

|                                                                                                              |                                  |
|--------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>2. Maximum Scale of Development</b>                                                                       |                                  |
| <b>Individual Building (gross floor area) (max)</b>                                                          |                                  |
| Single building                                                                                              | 15,000 sf                        |
| <b>3. Building Design Requirements</b>                                                                       |                                  |
| <b>Nonresidential Design Guidelines</b> (Div. 5.8.)                                                          |                                  |
| Design review required for all nonresidential development, unless exempted by Planning Director              |                                  |
| Design review shall only apply to selection of exterior materials                                            |                                  |
| <b>4. Site Development</b>                                                                                   |                                  |
| <b>Site Development Setbacks (min)</b> (E.2)                                                                 |                                  |
| Side/rear yard if next to residential                                                                        | 5'                               |
| <b>Front yard</b>                                                                                            |                                  |
| 40% of lineal frontage                                                                                       | 0'                               |
| 60% of lineal frontage                                                                                       | structure setback                |
| <b>Curb Cut (max)</b>                                                                                        | 40% of lineal frontage           |
| <b>5. Landscaping</b> (Div. 5.5.)                                                                            |                                  |
| <b>Plant Units (min)</b>                                                                                     |                                  |
| Nonresidential                                                                                               | 1 per 1,000 sf of landscape area |
| Parking Lot (all uses)                                                                                       | 1 per 12 parking spaces          |
| <b>6. Fencing</b>                                                                                            |                                  |
| <b>Height (max)</b>                                                                                          |                                  |
| In street yard                                                                                               | 4'                               |
| In side or rear yard                                                                                         | 6'                               |
| <b>Setback</b>                                                                                               |                                  |
| Front lot line/R.O.W./Sidewalk                                                                               | 1'                               |
| Side or rear lot line                                                                                        | 0'                               |
| <b>Orientation</b>                                                                                           |                                  |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                  |

|                                                             |                                                 |
|-------------------------------------------------------------|-------------------------------------------------|
| <b>7. Environmental Standards</b>                           |                                                 |
| <b>Natural Resource Setback (min)</b> (Sec. 5.1.1.)         |                                                 |
| Cache Creek South of Cache Creek Dr.                        | 20'                                             |
| Flat Creek North of Hansen Ave.                             | 25'                                             |
| Flat Creek South of Hansen Ave.                             | 50'                                             |
| Wetland                                                     | 30'                                             |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)            |                                                 |
| Irrigation Ditch                                            | 15'                                             |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.)         |                                                 |
| <b>8. Scenic Standards</b>                                  |                                                 |
| <b>Exterior Lighting</b> (Sec. 5.3.1.)                      |                                                 |
| Light trespass prohibited.                                  |                                                 |
| All lights over 600 initial lumens shall be fully shielded. |                                                 |
| Lumens per sf of site development (max)                     | 3                                               |
| Lumens per <u>acre of site development</u> (max)            |                                                 |
| All fixtures                                                | <del>400,000</del> 50,000                       |
| Unshielded fixtures                                         | <del>5,500</del> 2,000                          |
| Light Color                                                 | ≤3000 Kelvin                                    |
| <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)          |                                                 |
| <b>9. Natural Hazards to Avoid</b>                          |                                                 |
| <b>Steep Slopes</b> (Sec. 5.4.1.)                           |                                                 |
| Development prohibited                                      | Slopes > 25%                                    |
| Hillside CUP required                                       | Lot with average cross-slope ≥ 10%              |
| <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)                |                                                 |
| <b>Fault Area</b> (Sec. 5.4.3.)                             |                                                 |
| <b>Floodplains</b> (Sec. 5.4.4.)                            |                                                 |
| <b>Wildland Urban Interface</b> (Sec. 5.4.5.)               |                                                 |
| <b>10. Signs</b> (Div. 5.6.)                                |                                                 |
| Number of Signs (max)                                       | 3 per business per frontage                     |
| Home occupation/business                                    | 1 unlighted wall sign                           |
| Background Color                                            | No white or yellow                              |
| <b>Sign Area</b>                                            |                                                 |
| Total sign area (max)                                       | 3 sf per ft of street facade width up to 150 sf |
| Home occupation/business                                    | 2 sf                                            |
| Penalty                                                     | 10% per projecting and freestanding sign        |



Article 2. Complete Neighborhood Zones | Div. 2.3. Complete Neighborhood Legacy Zones  
2.3.13. Mobile Home Park-Town (MHP-ToJ) (7/18/18, Ord. 1198)

|                                                                                                              |                                  |
|--------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>2. Maximum Scale of Development</b>                                                                       |                                  |
| <b>Individual Building (max gross FA)</b>                                                                    |                                  |
| n/a                                                                                                          |                                  |
| <b>3. Design Requirements</b>                                                                                |                                  |
| <b>Nonresidential Design Guidelines</b> (Div. 5.8.)                                                          |                                  |
| <b>4. Site Development</b>                                                                                   |                                  |
| <b>Site Development Setbacks (min)</b>                                                                       |                                  |
| Side/rear yard                                                                                               | 5'                               |
| Front yard                                                                                                   |                                  |
| 40% of lineal frontage                                                                                       | 0'                               |
| 60% of lineal frontage                                                                                       | structure setback                |
| <b>Curb Cut (max)</b>                                                                                        | 40% of lineal frontage           |
| <b>5. Landscaping</b> (Div. 5.5.)                                                                            |                                  |
| <b>Plant Units (min)</b>                                                                                     |                                  |
| Residential                                                                                                  | 1 per du                         |
| Nonresidential                                                                                               | 1 per 1,000 sf of landscape area |
| Parking lot                                                                                                  | 1 per 8 parking spaces           |
| <b>6. Fencing</b>                                                                                            |                                  |
| <b>Height (max)</b>                                                                                          |                                  |
| In street yard                                                                                               | 4'                               |
| In side or rear yard                                                                                         | 6'                               |
| <b>Setback</b>                                                                                               |                                  |
| Front lot line/R.O.W./sidewalk                                                                               | 1'                               |
| Side or rear lot line                                                                                        | 0'                               |
| <b>Orientation</b>                                                                                           |                                  |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                  |
| <b>7. Environmental Standards</b>                                                                            |                                  |
| <b>Natural Resource Buffers (min)</b> (Sec. 5.1.1.)                                                          |                                  |
| Cache Creek South of Cache Creek Dr.                                                                         | 20'                              |
| Flat Creek North of Hansen Ave.                                                                              | 25'                              |
| Flat Creek South of Hansen Ave.                                                                              | 50'                              |
| Wetland                                                                                                      | 30'                              |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)                                                             |                                  |
| Irrigation ditch                                                                                             | 15'                              |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.)                                                          |                                  |

|                                                                 |                                    |
|-----------------------------------------------------------------|------------------------------------|
| <b>8. Scenic Standards</b>                                      |                                    |
| <b>Exterior Lighting</b> (Sec. 5.3.1.)                          |                                    |
| Light trespass prohibited.                                      |                                    |
| All lights over 600 initial lumens shall be fully shielded.     |                                    |
| Lumens per sf of site development (max)                         | 3                                  |
| Lumens per <u>acre of site development</u> (max)                |                                    |
| All fixtures                                                    | <del>400,000</del> 50,000'         |
| Unshielded fixtures                                             | <del>5,500</del> 2,000             |
| Light Color                                                     | ≤3000 Kelvin                       |
| <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)              |                                    |
| <b>9. Natural Hazards to Avoid</b>                              |                                    |
| <b>Steep Slopes</b> (Sec. 5.4.1.)                               |                                    |
| Development prohibited                                          | Slopes > 25%                       |
| Hillside CUP required                                           | Lot with average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)                    |                                    |
| <b>Fault Areas</b> (Sec. 5.4.3.)                                |                                    |
| <b>Floodplains</b> (Sec. 5.4.4.)                                |                                    |
| <b>Wildland Urban Interface</b> (Sec. 5.4.5.)                   |                                    |
| <b>10. Signs</b> (Div. 5.6.)                                    |                                    |
| <b>Allowable Signage</b>                                        |                                    |
| Home occupation/business                                        | 1 unlighted wall sign              |
| <b>Sign Area (max)</b>                                          |                                    |
| Home occupation/business                                        | 2 sf                               |
| <b>11. Grading, Erosion Control, Stormwater</b>                 |                                    |
| <b>Grading</b> (Sec. 5.7.2.)                                    |                                    |
| <b>Erosion Control</b> (Sec. 5.7.3.)                            |                                    |
| Erosion shall be controlled at all times                        |                                    |
| <b>Stormwater Management</b> (Sec. 5.7.4.)                      |                                    |
| No increase in peak flow rate or velocity across property lines |                                    |



Article 3. Rural Area Zones | Div. 3.3. Rural Area Legacy Zones

3.3.1. Rural Residential-Town (R-ToJ) (7/18/18, Ord. 1198)

| 2. Maximum Scale of Development                                                                              |                                  |
|--------------------------------------------------------------------------------------------------------------|----------------------------------|
| Individual Building (gross floor area) (max)                                                                 |                                  |
| Single building                                                                                              | 10,000 sf                        |
| 3. Building Design Requirements                                                                              |                                  |
| Nonresidential Design Guidelines (Div. 5.8.)                                                                 |                                  |
| Design review required for all nonresidential development, unless exempted by Planning Director              |                                  |
| 4. Site Development                                                                                          |                                  |
| Site Development Setbacks (min)                                                                              |                                  |
| Side / rear yard                                                                                             | 5'                               |
| Front yard                                                                                                   |                                  |
| 40% of lineal frontage                                                                                       | 0'                               |
| 60% of lineal frontage                                                                                       | structure setback                |
| Curb cut (max)                                                                                               | 40% of lineal frontage           |
| 5. Landscaping (Div. 5.5.)                                                                                   |                                  |
| Plant Units (min)                                                                                            |                                  |
| Residential                                                                                                  | 1 per du                         |
| Nonresidential                                                                                               | 1 per 1,000 sf of landscape area |
| Parking Lot (all uses)                                                                                       | 1 per 8 parking spaces           |
| 6. Fencing                                                                                                   |                                  |
| Height (max)                                                                                                 |                                  |
| In street yard                                                                                               | 4'                               |
| In side or rear yard                                                                                         | 6'                               |
| Setback                                                                                                      |                                  |
| Front lot line / R.O.W. / Sidewalk                                                                           | 1'                               |
| Side or rear lot line                                                                                        | 0'                               |
| Orientation                                                                                                  |                                  |
| The finished side of the fence shall face out to the neighbor, posts and supports shall face in to the owner |                                  |

| 7. Environmental Standards                                  |                                    |
|-------------------------------------------------------------|------------------------------------|
| Natural Resource Setback (min) (Sec. 5.1.1.)                |                                    |
| Cache Creek South of Cache Creek Dr.                        | 20'                                |
| Flat Creek North of Hansen Ave.                             | 25'                                |
| Flat Creek South of Hansen Ave.                             | 50'                                |
| Wetland                                                     | 30'                                |
| Irrigation Ditch Setback (min) (7.7.4.D.)                   |                                    |
| Irrigation Ditch                                            | 15'                                |
| Natural Resource Overlay (NRO) Standards (Sec. 5.2.1.)      |                                    |
| 8. Scenic Standards                                         |                                    |
| Exterior Lighting (Sec. 5.3.1.)                             |                                    |
| Light trespass prohibited.                                  |                                    |
| All lights over 600 initial lumens shall be fully shielded. |                                    |
| Lumens per sf of site development (max)                     | 1.5                                |
| Lumens per <del>acre of site development</del> (max)        |                                    |
| All fixtures                                                | <del>60,000</del> 20,000           |
| Unshielded fixtures                                         | <del>4,000</del> 1,000             |
| Light Color                                                 | ≤3000 Kelvin                       |
| Scenic Resource Overlay (SRO) Standards (Sec. 5.3.2.)       |                                    |
| 9. Natural Hazards to Avoid                                 |                                    |
| Steep Slopes (Sec. 5.4.1.)                                  |                                    |
| Development prohibited                                      | Slopes > 25%                       |
| Hillside CUP required                                       | Lot with average cross-slope ≥ 10% |
| Areas of Unstable Soils (Sec. 5.4.2.)                       |                                    |
| Fault Area (Sec. 5.4.3.)                                    |                                    |
| Floodplains (Sec. 5.4.4.)                                   |                                    |
| Wildland Urban Interface (Sec. 5.4.5.)                      |                                    |
| 10. Signs (Div. 5.6.)                                       |                                    |
| Number of Signs (max)                                       | 3 per business per frontage        |
| Home occupation/business                                    | 1 unlighted wall sign              |
| Background Color                                            | No white or yellow                 |

Article 4. Special Purpose Zones | Div. 4.2. Civic Zones

4.2.1. Public/Semi-Public - Town (P/SP-ToJ) (7/18/18, Ord. 1198)

|                                                                                                 |     |                                                                 |                               |
|-------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------|-------------------------------|
| <b>2. Maximum Scale of Development</b>                                                          |     | <b>8. Scenic Standards</b>                                      |                               |
| not applicable                                                                                  |     | <b>Exterior Lighting</b> (Sec. 5.3.1.)                          |                               |
| <b>3. Building Design</b>                                                                       |     | Light trespass prohibited.                                      |                               |
| <b>Nonresidential Design Guidelines</b> (Div. 5.8.)                                             |     | All lights over 600 initial lumens shall be fully shielded.     |                               |
| Design review required for all nonresidential development, unless exempted by Planning Director |     | Lumens per sf of site development (max)                         | 3                             |
| <b>4. Site Development</b>                                                                      |     | Lumens per <u>acre of site development</u> (max)                |                               |
| not applicable                                                                                  |     | All fixtures                                                    | <del>400,000</del> 50,000     |
| <b>5. Landscaping</b> (Div. 5.5.)                                                               |     | Unshielded fixtures                                             | <del>5,500</del> 2,000        |
| not applicable                                                                                  |     | Light Color                                                     | ≤3000 Kelvin                  |
| <b>6. Fencing</b>                                                                               |     | <b>Scenic Resource Overlay (SRO)</b> (Sec. 5.3.2.)              |                               |
| not applicable                                                                                  |     | <b>9. Natural Hazards to Avoid</b>                              |                               |
| <b>7. Environmental Standards</b>                                                               |     | <b>Steep Slopes</b> (Sec. 5.4.1.)                               |                               |
| <b>Natural Resource Buffers (min)</b> (Sec. 5.1.1.)                                             |     | Development prohibited                                          | Slopes > 25%                  |
| Cache Creek (south of Cache Creek Dr.)                                                          | 20' | CUP required                                                    | Lot average cross-slope ≥ 10% |
| Flat Creek north of Hansen Ave.                                                                 | 25' | <b>Areas of Unstable Soils</b> (Sec. 5.4.2.)                    |                               |
| Flat Creek south of Hansen Ave.                                                                 | 50' | <b>Fault Areas</b> (Sec. 5.4.3.)                                |                               |
| Wetland                                                                                         | 30' | <b>Floodplains</b> (Sec. 5.4.4.)                                |                               |
| <b>Irrigation Ditch Setback (min)</b> (7.7.4.D.)                                                |     | <b>Wildland Urban Interface</b> (Sec. 5.4.5.)                   |                               |
| Irrigation ditch                                                                                | 15' | <b>10. Signs</b> (Div. 5.6.)                                    |                               |
| <b>Natural Resource Overlay (NRO)</b> (Sec. 5.2.1.)                                             |     | not applicable                                                  |                               |
|                                                                                                 |     | <b>11. Grading, Erosion Control, Stormwater</b>                 |                               |
|                                                                                                 |     | <b>Grading</b> (Sec. 5.7.2.)                                    |                               |
|                                                                                                 |     | <b>Erosion Control</b> (Sec. 5.7.3.)                            |                               |
|                                                                                                 |     | Erosion shall be controlled at all times                        |                               |
|                                                                                                 |     | <b>Stormwater Management</b> (Sec. 5.7.4.)                      |                               |
|                                                                                                 |     | No increase in peak flow rate or velocity across property lines |                               |

Article 4. Special Purpose Zones | Div. 4.2. Civic Zones

4.2.2. Park and Open Space - Town (P-ToJ) (7/18/18, Ord. 1198)

|                                                                                                 |               |
|-------------------------------------------------------------------------------------------------|---------------|
| <b>2. Maximum Scale of Development</b>                                                          |               |
| not applicable                                                                                  |               |
| <b>3. Building Design</b>                                                                       |               |
| <b>Nonresidential Design Guidelines</b>                                                         | (Div. 5.8.)   |
| Design review required for all nonresidential development, unless exempted by Planning Director |               |
| <b>4. Site Development</b>                                                                      |               |
| not applicable                                                                                  |               |
| <b>5. Landscaping</b>                                                                           | (Div. 5.5.)   |
| not applicable                                                                                  |               |
| <b>6. Fencing</b>                                                                               |               |
| not applicable                                                                                  |               |
| <b>7. Environmental Standards</b>                                                               |               |
| <b>Natural Resource Buffers (min)</b>                                                           | (Sec. 5.1.1.) |
| Cache Creek (south of Cache Creek Dr.)                                                          | 20'           |
| Flat Creek north of Hansen Ave.                                                                 | 25'           |
| Flat Creek south of Hansen Ave.                                                                 | 50'           |
| Wetland                                                                                         | 30'           |
| <b>Irrigation Ditch Setback (min)</b>                                                           | (7.7.4.D.)    |
| Irrigation ditch                                                                                | 15'           |
| <b>Natural Resource Overlay (NRO)</b>                                                           | (Sec. 5.2.1.) |

|                                                                 |                               |
|-----------------------------------------------------------------|-------------------------------|
| <b>8. Scenic Standards</b>                                      |                               |
| <b>Exterior Lighting</b>                                        | (Sec. 5.3.1.)                 |
| Light trespass prohibited.                                      |                               |
| All lights over 600 initial lumens shall be fully shielded.     |                               |
| Lumens per sf of site development (max)                         | 3                             |
| Lumens per <u>acre of site development</u> (max)                |                               |
| All fixtures                                                    | <del>400,000</del><br>50,000  |
| Unshielded fixtures                                             | <del>5,500</del> 2,000        |
| Light Color                                                     | ≤3000 Kelvin                  |
| <b>Scenic Resource Overlay (SRO)</b>                            | (Sec. 5.3.2.)                 |
| <b>9. Natural Hazards to Avoid</b>                              |                               |
| <b>Steep Slopes</b>                                             | (Sec. 5.4.1.)                 |
| Development prohibited                                          | Slopes > 25%                  |
| CUP required                                                    | Lot average cross-slope ≥ 10% |
| <b>Areas of Unstable Soils</b>                                  | (Sec. 5.4.2.)                 |
| <b>Fault Areas</b>                                              | (Sec. 5.4.3.)                 |
| <b>Floodplains</b>                                              | (Sec. 5.4.4.)                 |
| <b>Wildland Urban Interface</b>                                 | (Sec. 5.4.5.)                 |
| <b>10. Signs</b>                                                |                               |
| (Div. 5.6.)                                                     |                               |
| not applicable                                                  |                               |
| <b>11. Grading, Erosion Control, Stormwater</b>                 |                               |
| <b>Grading</b>                                                  | (Sec. 5.7.2.)                 |
| <b>Erosion Control</b>                                          | (Sec. 5.7.3.)                 |
| Erosion shall be controlled at all times                        |                               |
| <b>Stormwater Management</b>                                    | (Sec. 5.7.4.)                 |
| No increase in peak flow rate or velocity across property lines |                               |

Article 5. Physical Development Standards Applicable in All Zones I Div. 5.3. Scenic Standards

5.3.1. Exterior Lighting Standards (7/18/18, Ord. 1197)

## Div. 5.3. Scenic Standards

The purpose of this Division is to maintain the scenic resources of the community.

Scenic resources, natural landforms, and dark skies are vital to the community's natural character. Mountains moraines, meadows, and other natural viewsheds provide residents and guests with a constant reminder of their location within the Greater Yellowstone Ecosystem. Interruption of these natural forms by the built environment detracts from Teton County's scenic character and should be avoided.

### 5.3.1. Exterior Lighting Standards (7/18/18, Ord. 1197)

The purpose of this Section is to allow necessary and reasonable lighting of public and private property for the safety, security, and convenience of occupants and the general public, while eliminating or reducing the nuisance and hazards of light pollution, including, but not limited to: glare, light trespass, sky glow, energy waste, and negative impacts on the nocturnal environment. The Town of Jackson will only install new public lighting when deemed necessary for public safety.

- A. Applicability. All exterior lighting, unless exempted below, shall comply with the regulations set forth in this Section. This includes, but is not limited to: lighting attached to structures, poles, the earth, or any other location.

1. Exempt Lighting

~~Lighting in the public right of way:~~

- a. Open flame gas lamps.
- b. Flagpole lighting that is shielded and directed downward from the top of the flagpole, and that does not exceed 75 lumens per linear foot of pole height above grade or does not exceed 100 lumens per square foot of flag surface when unfolded, whichever is less. Unshielded lights are permitted provided each luminaire is less than 600 lumens and complies with the maximum lumens per site for unshielded lights.
- c. Underwater lighting in swimming pools and other water features.
- d. Temporary lighting that is used by qualified personnel or the general public during emergency conditions to save life, limb, or property from imminent peril.  
~~Lighting that is only used by emergency response personnel~~
- e. Lighting solely for signs (lighting for signs is regulated by Div. 5.6).
- f. Lighting used solely for agricultural purposes.

Article 5. Physical Development Standards Applicable in All Zones I Div. 5.3. Scenic Standards

5.3.1. Exterior Lighting Standards (7/18/18, Ord. 1197)

- g. Lighting employed during repairs of roads, utilities, and similar infrastructure, including unshielded lighting, provided that the greatest reasonable effort is made to avoid glare on drivers on any roadway or highway.
- h. Any form of lighting mandated or otherwise governed by a legal jurisdiction beyond the authority of the Town.
- i. Lighting required by the Building or Fire Code.
- j. Lighting determined necessary by the Planning Director to preserve public safety.

B. Standards

1. Fully Shielded Light Fixtures. Any light source whose initial output exceeds 600 ~~initial~~ lumens shall be fully shielded. Any structural part of the luminaire providing full shielding shall be attached. ~~Fixtures shall be mounted such that no light is emitted above the horizontal plane of the fixture.~~ Light fixtures that project light above the horizontal plane of the fixture may be used where the architecture of the building restricts light ~~emitted~~ above the horizontal plane. ~~Examples of Unshielded (Prohibited) and Fully Shielded (Allowed) lights and luminaires limiting light to the horizontal plane are shown below:~~

2. Total Exterior Light Output. Total exterior light output for light fixtures on a site shall not exceed the limits shown in the table below.

| How much light is permitted?                                                     | All Fixtures                        | Unshielded Fixtures (for lights emitting fewer than 600 lumens) |
|----------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------|
| Maximum lumens per sq ft of site development                                     |                                     |                                                                 |
| DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1 | 3                                   | Not applicable                                                  |
| R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1                                              | 1.5                                 | Not applicable                                                  |
| <del>Maximum lumens per acre of site development site</del>                      |                                     |                                                                 |
| DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1 | <del>400,000</del><br><u>50,000</u> | <del>5,500</del><br><u>2,000</u>                                |
| R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1                                              | <del>60,000</del><br><u>20,000</u>  | <del>4,000</del><br><u>1,000</u>                                |

- a. These lumen limits are upper limits and not a design goal; the design goal should be the lowest levels of lighting possible.
- b. Individuals with visual impairments and organizations that primarily serve individuals with visual impairments (e.g. retirement communities, hospices, and hospitals) may use up to 4 times the illumination allowed by this section.



Article 5. Physical Development Standards Applicable in All Zones | Div. 5.3. Scenic Standards

5.3.1. Exterior Lighting Standards (7/18/18, Ord. 1197)

3. Light Color. Correlated color temperature of any exterior light source shall not exceed 3000 Kelvin.

**EXAMPLE:** Many light bulb manufacturers include correlated color temperature on packaging. Where packaging does not indicate light color in Kelvins, it is often indicated in descriptive terms. Lights with a "cool" quality typically exceed 3000 Kelvin in color temperature. Light bulbs that create a more "warm" tone are typically under 3000 K..

4. Light Trespass. ~~All lighting fixtures shall limit horizontal light levels such that no light falls onto the adjacent property as shown in the diagram below. No luminaire installed within Town limits shall create conditions of light trespass, except those installed in the public ROW. The applicant shall demonstrate that all proposed lighting does not create conditions of light trespass at the time of building permit submittal. Lighting in the public ROW shall be installed to avoid light trespass to the greatest extent possible.~~

5. Maximum Pole Height of Light Fixture.

| Zone                                                                             | Maximum Pole Height of Light Fixtures |
|----------------------------------------------------------------------------------|---------------------------------------|
| DC, CR-1, CR-2, CR-3, OR, TS, UC, BP-ToJ, MHP-ToJ, P/SP, P-ToJ, NL-5, NM-2, NH-1 | 18 feet                               |
| R-ToJ, NL-1, NL-2, NL-3, NL-4, NM-1                                              | 15 feet                               |

6. Controls. All nonresidential lighting fixtures shall employ automatic lighting controls that extinguish exterior lighting when sufficient daylight is available. Such controls include, but are not limited to: timers, wireless remote monitoring with turn on/off capabilities, photo sensitive light controls, photoelectric switches, astronomic time switches or equivalent functions from a programmable lighting controller, building automation system or lighting energy management system, all with battery or similar backup power or device. All new installations of outdoor lighting on public properties and rights of way must be regulated with adaptive controls such that the lighting of areas is restricted to times, places, and amounts required for safe occupancy.

- a. Exceptions:

~~Lighting required by Building Code~~

~~Lighting necessary for public safety~~

- i. Lighting under canopies.

~~Lighting for tunnels, parking garages, garage entrances, and similar conditions.~~

7. Lighting Reduction. After 12:00 AM nonresidential sites shall extinguish or reduce their total exterior lighting by at least 30%.

- a. Exceptions:

Article 5. Physical Development Standards Applicable in All Zones I Div. 5.3. Scenic Standards

5.3.1. Exterior Lighting Standards (7/18/18, Ord. 1197)

- i. Motion activated lighting provided the lights shut off after 5 minutes of inactivity.

~~Lighting required by Building Code~~

~~Lighting necessary for public safety~~

- ii. Lighting governed by a conditional use permit in which times of operation are specifically identified.

- iii. When the exterior lighting consists of only one luminaire.

8. Outdoor Sports Lighting (OSL). The following provisions shall apply exclusively to facilities built to host outdoor athletic events.

- a. Purpose. Field lighting shall be provided exclusively for illumination of the surface of play and adjacent viewing stands, and not for any other application, such as lighting a parking lot.
- b. Standards. OSL shall comply with the Illuminating Engineering Society (IES) standards in effect at the time of sufficiency. The IES standards referred to in this section shall be enacted by resolution of the Town Council and are a part of this section as fully as though written herein.
- c. Class of Play. The design and installation of lighting for outdoor sports and similar activities shall follow the illuminance and uniformity guidelines of the IES according to the appropriate class of play.
- d. Shielding. OSL shall be exempt from the general shielding requirement of this section, although site plans must demonstrate that shielding is implemented to the greatest practical extent.
- e. Illuminance Levels. Illuminance levels provided by OSL systems shall be adjustable according to task, allowing for IES-recommended values during active play as well as for lower output during other times, such as when field maintenance is being actively performed.
- f. Curfew. All OSL must be extinguished by 11 PM or within one hour of the end of active play, whichever is later. The OSL system shall be fitted with mechanical or electronic timers to prevent lights from being left on accidentally overnight by enabling them to be automatically extinguished.
- g. Off-site Impacts. Impacts of OSL on any other properties shall be limited to the greatest practical extent possible. The maintained vertical illuminance at the property line shall not exceed 1 foot-candle at any time.

C. Prohibited Lighting

The following lighting systems are prohibited from being installed or used.

- 1. **Flickering or Flashing Lights.** No flickering or flashing lights shall be permitted.
- 2. **Searchlights.** No searchlights, laser lights, aerial lasers, or holograms are permitted.

Article 5. Physical Development Standards Applicable in All Zones | Div. 5.3. Scenic Standards

5.3.2. Scenic Resources Overlay (SRO) Standards (7/18/18, Ord. 1197)

3. **Strings of Lights.** Strings or strands of lights used to highlight a sign, perimeter of a sign, or any portion of a building are not permitted, except for holiday-type decorative lighting displayed between November 1 and April 15. ~~Lighting in which any single luminaire exceeds 20,000 initial lumens.~~
4. ~~Lighting in which any single luminaire exceeds 20,000 initial lumens.~~

D. ~~Complex Civic and Special~~ Uses

1. Complex uses such as ~~stadiums, ball diamonds, playing fields, outdoor rinks,~~ ski areas, ~~redoo grounds,~~ special events, ~~tennis courts,~~ construction sites, parking structures, urban parks, theme and amusement parks, ornamental and architectural lighting of bridges, public monuments, statuary and public buildings, correctional facilities, and industrial sites all have unique requirements for nighttime visibility and often have limited hours of operation. They shall be exempted from the above standards of this Section, if the below standards are met or if their lighting has been approved via issuance of a Conditional Use Permit or Special Event Permit.
2. **Maximum height.** Exterior luminaires shall not exceed a maximum post height of 60 feet.
3. **Fully Shielded.** Each luminaire shall be fully shielded in either its orientation or by landscaping to prohibit glare and light trespass to adjacent residential property and must be installed and maintained with minimum aiming angles of 25 degrees downward from the horizontal.
4. **Lights Extinguished.** Lights shall be extinguished by 10:00 PM or at the conclusion of the event, whichever is later. Lighting is not allowed to remain on overnight. Such lighting shall be fitted with mechanical or electronic timers to prevent lights being left on accidentally overnight by enabling them to be automatically extinguished.
5. **Maximum lumens.** Overall site illumination for a complex use shall not exceed 6 lumens per square feet of site development, nor shall it exceed a total of 550,000 lumens.

5.3.2. Scenic Resources Overlay (SRO) Standards (7/18/18, Ord. 1197)

A. Purpose

The purpose of the Scenic Resources Overlay (SRO) is to preserve and maintain the County's most frequently viewed scenic resources that are important to both its character and economy. This is done through the establishment of several Scenic Areas within the SRO, within which the location, design, and landscaping of physical development and use is regulated to maintain and/or complement the County's important scenic resources.

Article 5. Physical Development Standards Applicable in All Zones I Div. 5.6. Sign Standards

5.6.1. Town Sign Standards (7/18/18, Ord. 1197)

- d. Signs shall not be located in such a way as to impede clear sight distance or located in such a way as to obstruct devices and signs that control traffic. Signs that impede the clear sight distance or obstruct traffic control devices will be removed by the Town of Jackson and/or the Wyoming Department of Transportation.
- e. Signs shall not be permitted within the public right-of-way, and will be removed by the Town of Jackson and/or the Wyoming Department of Transportation.

5. Height and Clearance

- a. Projecting signs are permitted no higher than 24 feet above grade on any structure.
- b. The clearance of a projecting, canopy, or roof sign shall be a minimum of 7.5 feet from the average grade. Canopy and projecting sign clearance shall be measured from the top of the sidewalk to the bottom of the sign.
- c. No projecting sign or canopy sign shall extend from a building to a point beyond 18 inches from the back of the adjacent curb.

6. Sign Lighting. The following section describes the types of lighting and the criteria for lighting signs within the Town.

- a. Exterior Lighting. Exterior lighting may be permitted, provided that the following criteria is satisfied:
  - i. Lights shall be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from, and does not cast glare or direct light upon any adjacent public right-of-way, surrounding property, residential property or motorist's vision.
  - ii. At the Planning Director's discretion, any proposed external lighting application may be required to submit professional Engineering and/or Architect plans and photometric maps depicting the types of lighting to be used.
  - iii. All signs containing electrical wiring shall be subject to the provisions of the Electrical Code in place at that time and the electrical components shall bear the label of an approved testing agency. Said wiring components shall be submitted to the Electrical Inspector for review and approval.
  - iv. Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later, and remain off until one hour before sunrise.
- b. Internally Lighted. Internal lighting may be permitted, provided that the following criteria are satisfied:



Article 5. Physical Development Standards Applicable in All Zones I Div. 5.6. Sign Standards

5.6.1. Town Sign Standards (7/18/18, Ord. 1197)

- i. The total surface area of the sign that emits lighting shall not exceed 15% of the overall surface of the sign. A two-sided freestanding sign shall be permitted 30% of total surface area of both sides of the sign.
  - ii. Plastics, polymers, acrylics, and like materials may be used for letters, with the exception of white plastics, provided that the plastic exceeds no more than 15% of the total surface area of the sign or 30% of a 2 sided sign.
  - iii. The proposed light source shall not be visible from the exterior of the sign, which shall include the back, edges, and sides.
  - iv. ~~Flereeseent~~ Fluorescent and/or neon lighting is not permitted as a source of internal lighting.
  - v. Any proposed internally lighted sign application shall submit professional Engineering and/or Architect plans and photometric maps depicting the types of lighting to be used. The percentage of lighting, not to exceed 15%, shall be depicted on the plans.
  - vi. All signs containing electrical wiring shall be subject to the provisions of the Electrical Code in place at that time and the electrical components shall bear the label of an approved testing agency. Said wiring components shall be submitted to the Electrical Inspector for review and approval.
  - vii. Luminaire levels during permitted operating hours shall not exceed 100 nits. For electronic displays, this figure is to be measured under conditions of a full white display.
  - viii. Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later, and remain off until one hour before sunrise.
- c. Backlit Signs. Backlit signs may be permitted, provided that the following criteria are satisfied:
- i. Signs shall be lighted from a source mounted on the wall behind the proposed sign and shall not be visible through the sign. Lighting shall be visible only along the edges of the sign and light shall not extend more than 3 inches beyond the sign edges.
  - ii. ~~Flereeseent~~ Fluorescent and/or neon lighting is not permitted as a source for backlighting.
  - iii. Plastics, polymers, acrylics, and like materials may be used for letters, with the exception of white plastics, provided that the plastic exceeds no more than 15% of the total surface area of the sign or 30% of a 2 sided sign.



Article 5. Physical Development Standards Applicable in All Zones I Div. 5.6. Sign Standards

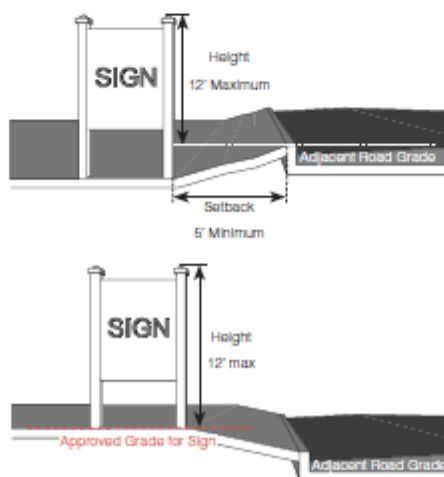
5.6.1. Town Sign Standards (7/18/18, Ord. 1197)

- iv. Any proposed backlit sign application shall submit professional Engineering and/or Architect plans and photometric maps depicting the types of lighting to be used.
- v. All signs containing electrical wiring shall be subject to the provisions of the Electrical Code in place at that time and the electrical components shall bear the label of an approved testing agency. Said wiring components shall be submitted to the Electrical Inspector for review and approval.
- vi. Light sources shall be extinguished completely after 11 PM or at the end of normal business hours, whichever is later, and remain off until one hour before sunrise.

7. Freestanding Signs

a. Height

- i. Permitted freestanding signs and support structures within the Town Square Sign District and DC, CR-1, CR-2, CR-3, OR, UC, NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, and NH-1 zones in the General Sign District and shall not exceed 6 feet in height.
- ii. Permitted freestanding signs and support structures within the CR-2, CR-3, BP-ToJ, and R-ToJ zones in the General Sign District shall not exceed 12 feet in height.
- iii. Sign heights for freestanding signs including support structures and any decorative extensions above the sign shall be measured from the adjacent road grade to the top of the sign including support structures. If the adjacent road grade is lower than the proposed freestanding sign, the sign shall be measured from the approved grade at the base of the proposed sign to the top of the sign including support structures.



Article 9. Definitions | Div. 9.5. Defined Terms

A (2/1/21, Ord. 1278)

## Div. 9.5. Defined Terms

When used in these LDRs, the following terms shall have the following meanings:

### A

(2/1/21, Ord. 1278)

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**Access.** Access means a method to provide physical entrance to or exit from a property, street, or highway.

**Accessory Residential Unit.** See [6.1.1.B.](#)

**Accessory Structure.** An accessory structure is a separate structure that is secondary and subordinate to another structure on the same property.

**Accessory Use.** See [6.1.2.B.3.](#)

**Adaptive Controls.** Mechanical or electronic devices, when used in the context of outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by such systems. Examples of adaptive controls include timers, dimmers, and motion-sensing switches.

**Adjoining.** See "Contiguous."

**Adjusted Site Area.** See [9.4.4.C.](#)

**Affordable Housing Unit.** An affordable housing unit is a unit subject to an Affordable Ownership or Affordable Rental deed restriction as defined in the Housing Department Rules and Regulations.

**Affordable Workforce Housing Unit.** Affordable workforce housing is workforce housing that costs 30% or less of the occupant household's gross income. When used in reference to a requirement to provide affordable workforce housing, the standards for the units required to be provided are established by [Div. 6.3.](#) See also "Affordable Housing Unit" and "Workforce Housing Unit", which are specific types of deed-restricted units.

**Agriculture.** See [6.1.3.B.](#)

**Alley.** An access way, no more than 30 feet wide, which provides a means of public access to contiguous property that is not intended for general traffic circulation.

**Alter or Alteration.** Alter or alteration means any change, addition, or modification in construction or occupancy.

**Alteration.** (For the purposes of [Div. 5.9.](#)) Any act or process, except repair and light construction, that changes one or more of the architectural features of a structure or site, including, but not limited to, the erection, construction, reconstruction, relocation of, or addition to a structure.

**Amusement Use.** See [6.1.7.B.](#)

Article 9. Definitions | Div. 9.5. Defined Terms

G (1/4/17, Ord. 1166)

**Flood.** See Chapter 15.30, Flood Damage Prevention, Municipal Code of the Town of Jackson.

**Floodplain.** See Chapter 15.30, Flood Damage Prevention, Municipal Code of the Town of Jackson.

**Floor Area Ratio.** See 9.4.6.C.

**Floor Area.** See Sec. 9.4.5.

**Floor Area, Gross.** See, "Gross Floor Area."

**Floor Area, Habitable.** See, "Habitable Floor Area."

Foot-candle. A non-SI unit of illuminance or light intensity. The foot-candle is defined as the intensity of one lumen of light falling with uniform distribution on a surface with an area of one square foot.

**Frontage.** Frontage means a lot line contiguous with a road right-of-way or roadway regardless of the designation of the lot line pursuant to Sec. 9.4.10.

**Front Lot Line.** See, "Lot Line, Front."

**Front Yard.** See, "Yard, Street."

## G

(1/4/17, Ord. 1166)

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**Garage.** Garage means a building or floor area within a building intended to be used for the parking or storage of motor vehicles.

**Grade, Finished.** Finished grade means the final elevation of the ground surface after physical development that has been permitted pursuant to these LDRs. The term "finished grade" may also mean natural grade when no terrain alteration is proposed, or where otherwise applicable. Fill which is not necessary to achieve positive drainage or slope stabilization, or which is otherwise proposed clearly to manipulate the measurement of another standard of these LDRs, shall not be considered finished grade.

**Grade, Natural.** Natural grade means the elevation of the ground surface in its natural state before physical development.

**Gradient.** Gradient means the steepness, in terms of angle from the horizontal or in terms of percent, of a slope measured in a prescribed direction up or down the slope. For a road, the gradient is measured as the steepness along the centerline.

**Gravel Extraction and Processing, Temporary.** See 6.1.12.F.

**Gross Floor Area.** Gross floor area is the total of all habitable and non-habitable floor area in a structure on all levels. Gross floor area includes basements, and partial levels such as lofts, mezzanines, and interior balconies. It also includes foyers, hallways, restrooms, storage, and other common areas within a building.

**Gross Site Area.** See 9.4.4.A.

Groundwater. Groundwater means any water, including hot water and geothermal steam, under the surface of the land.

Group Home. See [6.1.4.G.](#)

## H (2/1/21, Ord. 1278)

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Habitable Floor Area. Habitable floor area is the floor area that can be used for living purposes, usually having access to heat, plumbing, and electricity. Habitable floor area includes studios, exercise rooms, offices, and similar spaces. It also includes foyers, hallways, restrooms, storage, and other common areas within a building. Habitable floor area does not include barns, garages, or unfinished attic space.

Heavy Industry. See [6.1.9.C.](#)

Heavy Retail/Service. See [6.1.6.E.](#)

Height, Building. See [Sec. 9.4.9.](#)

Height, Story. [Sec. 9.4.13.](#)

Heliport. See [6.1.10.E.](#)

Historic Property. A property listed on the Jackson Historic Register.

Historic Significance. The meaning or value ascribed to a building, structure, object or site based on criteria for evaluation as identified in [Sec. 5.9.4.](#)

Home Business. See [6.1.11.E.](#)

Home Daycare. See [6.1.11.F.](#)

Home Daycare Center. See [6.1.11.G.](#)

Home Occupation. See [6.1.11.D.](#)

Household Unit. Individuals occupying a dwelling unit that have established ties and familiarity with each other; share a lease agreement, have consent of the owner to reside on the property, or own the property; jointly use common areas and interact with each other; and share the household expenses such as rent or ownership costs, utilities, and other household and maintenance costs activities.

## I (2/1/21, Ord. 1278)

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[Illuminating Engineering Society \(IES\). An industry-supported, nonprofit learned society headquartered at 120 Wall Street, New York City, New York, recognized as an authoritative body on the science and application of lighting that publishes and promotes recommended practices for a variety of specific lighting applications.](#)

Impervious surface. Impervious surfaces mean a surface which does not absorb water.

Article 9. Definitions | Div. 9.5. Defined Terms

J (2/1/21, Ord. 1278)

**EXAMPLE:** Examples of impervious surfaces include, but not are not limited to: buildings (including roofed areas but excluding eaves that over-hang a pervious surface), structures, parking areas, loading areas, driveways, roads, sidewalks, and any areas of concrete, asphalt, or significantly compacted material which prevents water absorption.

Industrial Use. See Sec. 6.1.9.

Industry, Heavy. See 6.1.9.C.

Industry, Light. See 6.1.9.B.

Incidental Use. 6.1.2.B.2.

Infrastructure. Infrastructure means public facilities necessary to serve development, including, but not limited to roads, potable water supply facilities, sewage disposal facilities, drainage facilities, electric facilities, natural gas facilities, telephone facilities and cable television facilities.

Initial Lumens. The number of lumens of light emitted by a luminaire when the lamp is new, not accounting for any depreciation due to the age of the lamp or environmental conditions that may be detrimental to its performance.

Institutional Use. See Sec. 6.1.8.

Integrity. (For the purposes of Div. 5.9.). The ability of a property to convey its historic significance through its physical features.

Irrigation Ditch. An irrigation ditch is a man-made ditch constructed for the purpose of land irrigation. Irrigation ditches shall not include naturally formed drainageways.

## J

(2/1/21, Ord. 1278)

Jackson Historic Register (JHR). The list of buildings – Registered Historic Resources – found to have significance in the Town of Jackson as maintained by the Planning Department.

## K

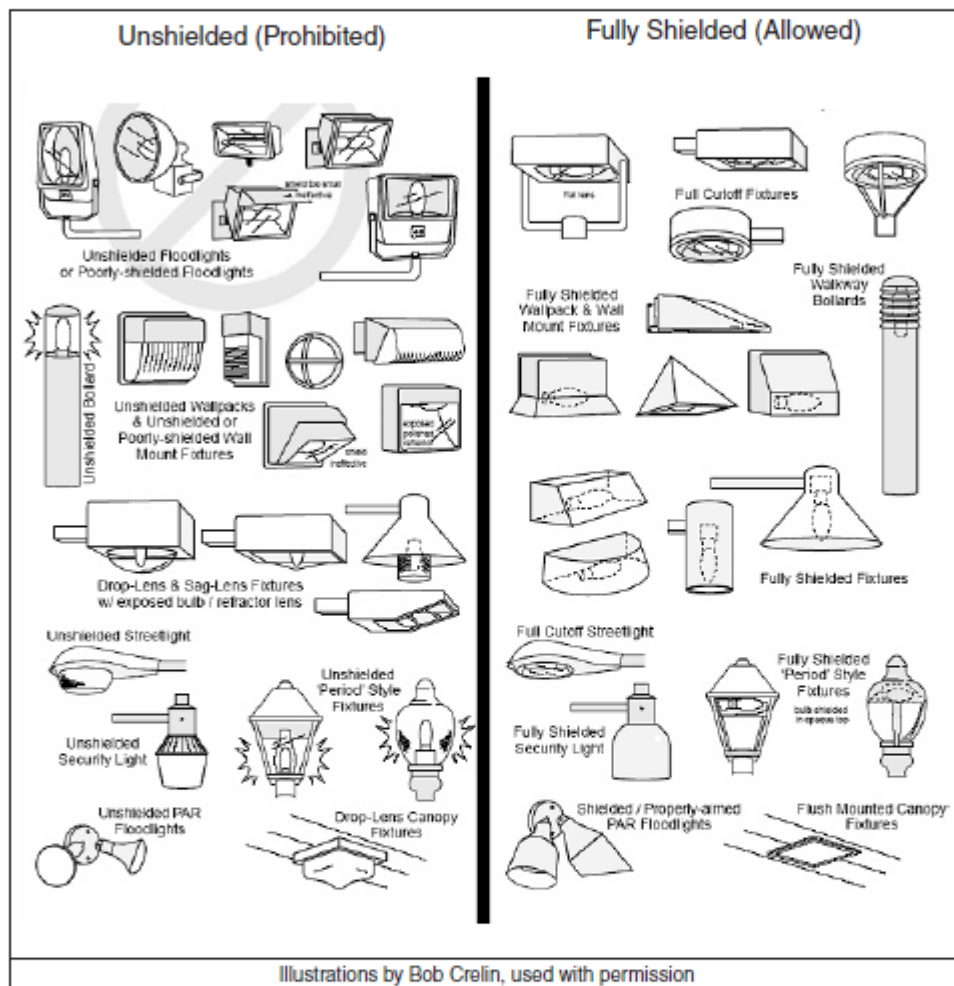
(1/1/15, Ord. 1074)

Kitchen. A kitchen is a room or portion of a room devoted to the preparation or cooking of food for a person or a household living independently of any other household, which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A wet bar, consisting of no more than a refrigerator, sink, and microwave, or similar facility that is a homeowner convenience and is not intended to function as the cooking facility for a separate dwelling unit shall not be considered a kitchen facility.



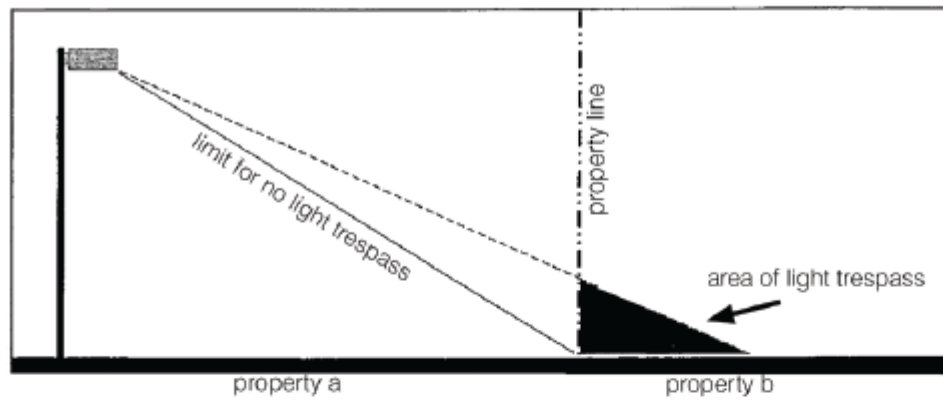
Article 9. Definitions | Div. 9.5. Defined Terms  
L (2/1/21, Ord. 1278)

Light, Fully Shielded. An outdoor luminaire constructed so that in its installed position all of the light emitted by the luminaire is projected below the horizontal plane passing through the lowest light emitting part of the luminaire. Examples of Unshielded (Prohibited) and Fully Shielded (Allowed) lights and luminaires limiting light to the horizontal plane are shown below.



Light Industry. See 6.1.9.B.

Light Trespass. A condition in which an illuminated luminaire on one property creates a vertical illuminance at the property line that exceeds 1 foot-candle.



**Loading Area or Space.** The portion of a site developed for the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and related landscaped areas.

**Local Road.** See, "Road, Local."

**Location.** (For the purposes of [Div. 5.9.](#)) The place where the historic property was constructed or the place where the historic event occurred.

**Lodging.** See [Sec. 6.1.5.](#)

**Lot Area.** Lot area means the gross site area of a lot of record.

**Lot Coverage.** See [9.4.6.E.](#)

**Lot Line, Front.** Front lot line means the street lot line unless no street lot line exists in which case it means the lot line across which access is taken.

**Lot Line, Rear.** Rear lot line means a lot line opposite a street or front lot line. A non-rectangular lot of record or lot of record with multiple street lot lines may not have a rear lot line or may have multiple rear lot lines. See also [Sec. 9.4.10.](#) regarding designation of street and rear lot lines.

**Lot Line, Side.** Side lot line means any lot line other than a street, front, or rear lot line.

**Lot Line, Street.** Street lot line means a lot line contiguous with a road right-of-way or roadway. See [Sec. 9.4.10.](#) for rules for determining street lot line designation.

**Lot Line.** A line bounding a lot of record which divides one lot of record from another lot of record or from a street.

**Monopole.** A single, freestanding, tubular, self-supporting pole-type structure supporting one or more antennas

## N (2/1/21, Ord. 1278)

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**National Register of Historic Places (NRHP).** The list of significant buildings, structures, sites, objects or districts in American history, architecture, archaeology, engineering, or culture maintained by the U.S. Secretary of the Interior.

**Native Species.** Native species means vegetation which is indigenous to, and is commonly found in, landscapes in the Town of Jackson and Teton County which have never been disturbed. A list of native species is available at the Planning Department.

**Natural Grade.** See "Grade, Natural."

**Natural Topographic Break.** Natural topographic break means any naturally occurring change in relief on land such as a mound, knoll, hill, bank, ridge, or terrace, or an area sloping away from a flat grade, which creates a recessed area capable of screening development.

**Neon Sign.** See, "Sign, Neon."

**Nit.** A measure of luminance – the light intensity of the light leaving a sign surface in a given direction. 1 nit is a candela per square meter (cd/m2).

**Nonconforming or Nonconformity.** See Div. 1.9.

**Nursery.** See 6.1.6.H.

## O (2/1/21, Ord. 1278)

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**Office.** See 6.1.6.B.

**Off-Premise Sign.** A sign identifying or advertising a business, person, activity, goods, products or services, which is not located on the premises where the business or commercial activity is conducted.

**Off-Site.** Located neither on the land that is the subject of the application nor on a contiguous portion of a street or other right-of-way.

**On-Site.** Located on the land that is the subject of the application.

**Open Space (Use).** See Sec. 6.1.3.

**Owner.** The person, corporation, government or other legal entity who owns or who has any legal or equitable interest in property and who is so listed as Owner on the records of the Teton County Assessor's Office.

**Outdoor Recreation.** See 6.1.3.C.

Article 9. Definitions I Div. 9.5. Defined Terms  
S (2/1/21, Ord. 1278))

Short-Term Rental Unit. See 6.1.5.C.

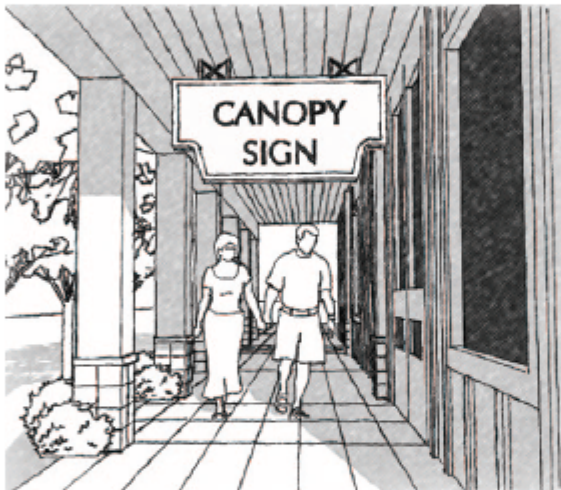
Side Lot Line. See, "Lot Line, Side."

Side Yard. See, "Yard, Side."

Sign, Backlit. Any sign or display whose message or design is indicated by the use of opaque materials situated in front of a luminous background as viewed by an observer. Sometimes referred to as a "reverse pan channel" sign.

Sign, Banner. An advertising sign intended to be hung either with or without a frame possessing characters, letters or ornamentations applied to paper, plastic or fabric.

Sign, Canopy or Marquee. A sign attached to or constructed in or on a canopy or marquee (see example below).



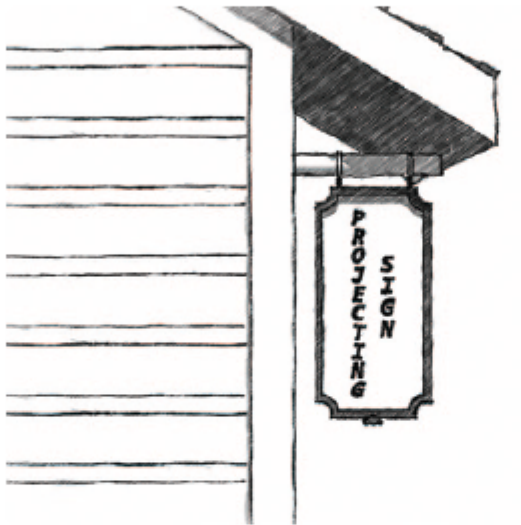
Article 9. Definitions I Div. 9.5. Defined Terms

9.4.16. S (2/1/21, Ord. 1278))

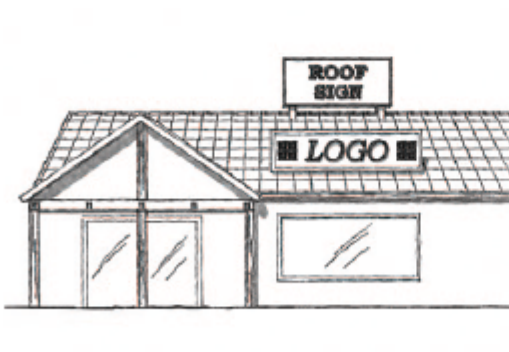
Sign, Internally Illuminated. Any sign or display, whether on- or off-premise, consisting of (1) translucent surfaces whose message is designed to be made visible by means of lamps or other light sources concealed with such surfaces; or (2) a sign whose content is made visible by means of luminous elements under active electronic control and therefore subject to alteration in order to vary the color, content and/or brightness of the message displayed.

Sign, Neon. Any sign or portion of a building illuminated or outlined by tubes using electrically stimulated neon or other gas.

Sign, Projecting. A sign, other than a wall sign, which is attached to and projects from a structure or building face (see example below).



Sign, Roof. Any sign placed or painted above the roof or parapet wall of a structure (see example below).





**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.**

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

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF TETON    )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

# STAFF REPORT



|                               |                                         |                        |                |
|-------------------------------|-----------------------------------------|------------------------|----------------|
| <b>Meeting Date:</b>          | September 6, 2022                       | <b>Meeting Title:</b>  | Consent        |
| <b>Submitting Department:</b> | Legal                                   | <b>Presenter:</b>      | Lea Colasuonno |
| <b>Agenda Item:</b>           | Yellow Iron Garbage Franchise Agreement | <b>Public Comment:</b> | Yes            |

## Purpose & Policy Considerations.

The purpose of this item is for Council to consider entering a franchise agreement with Yellow Iron Excavating for the collection and disposition of garbage within the Town.

## Requested Action.

Staff requests Council review and consider the draft garbage collection and disposition franchise agreement between the Town and Yellow Iron Excavating.

## Recommendations.

Staff recommends Council approve the garbage collection and disposition franchise agreement between the Town and Yellow Iron Excavating as presented in this staff report.

## Background.

Yellow Iron Excavating (dba Yellow Iron Waste Removal) has had a franchise with the Town for many years for the collection and disposition of garbage and would like to continue providing services in the Town. A draft franchise agreement is attached to this staff report setting forth mutually agreeable terms and conditions between the parties.

## Analysis.

Highlights of the franchise agreement include:

- ✓ The term will be ten years.
- ✓ The franchise fee is unchanged. It is:
  - 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services
  - 2% (two percent) of gross revenues per year for recyclable refuse and compostable materials.
- ✓ A provision for bear-resistant trash cans has been added to the franchise. It states:  
*Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.*
- ✓ A provision for pay-as-you-throw ordinance(s) has been added to the franchise. It states:  
*Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a "pay-as-you-throw" program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.*

## Possible Alternatives.

Town Council could choose to:

1. Direct the Town Attorney to negotiate different terms or conditions or add a term or condition;
2. Not contract with Yellow Iron Excavating for the collection and disposition of garbage within the Town.

## Comprehensive Plan & Priority Alignment.

N/A.

**Fiscal Impact.**

Entering the contract with Yellow Iron Excavating is, generally, revenue neutral, as this party has been a franchisee and entering the new franchise agreement would result in continuation of the current payments being made to the Town and would be at the same rate. If Yellow Iron Excavating increases its gross revenues, the amount of money collected by the Town will increase, as the franchise fee is set as a percentage of the company's gross revenues.

Notably, staff researched franchise fees in other communities and determined the percentages being charged are customary, but could be raised slightly. However, staff has not recommended doing so at this time as the waste haulers in the community are absorbing the impact of bear-resistant trash cans this year. Should Council see fit to update the fees during the term of the franchise, it can do so with an amendment to the agreement.

Should the Town Council elect not to enter this franchise agreement, the Town would suffer a revenue loss of, roughly, \$26,000 per year.

**Staff Impact.**

The staff impact of this item was mostly felt in the Legal Department and consisted of roughly 5 hours of negotiation and contract drafting. Additionally, it required, roughly, 1 hour of the Town Managers time to produce this draft agreement and staff report.

**Attachments or Links.**

Draft Franchise Agreement (structured as an ordinance pursuant to state law).

**Suggested Motion.**

I move to approve Ordinance O at first reading.

## ORDINANCE O

AN ORDINANCE GRANTING YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION, DULY ASSEMBLED, THAT:

Section 1 Grant of Authority. There is hereby granted to Yellow Iron Excavating, LLC dba Yellow Iron Waste Removal, hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2 Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of ten (10) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the ninth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3 Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the passage of this Ordinance, collect garbage, ashes, refuse, recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a facility, recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of garbage, ashes, refuse, recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4 Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. Garbage. "Garbage" shall mean and include any and all kitchen refuse, rejected or wasted food, meats, fish, fowl, offal, carrion or their refuse, accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.
- B. Ashes. "Ashes" shall have its ordinary meaning according to common usage.
- C. Refuse. "Refuse" shall mean hay, straw, shavings, excelsior, paper, ashes, rubbish, containers, boxes, glass, cans, bottles, residue from the burning or other destruction of all combustible material whatsoever, all discarded household good and office equipment, including ,but not limited to, washing machines, automatic or manual, dryers, water heater, couches, chairs, desks, tables, bookcases, stoves, file cabinets and other cabinets and all other such household goods and office furniture.

- D. Recyclable Refuse. "Recyclable refuse" shall mean paper, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.
- E. Compostable Materials. "Compostable Materials" shall mean all organic and non-organic waste which is accepted by the composting facility.
- F. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Section 5 Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. This lower recycling rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. The franchise fee due and payable pursuant to this paragraph shall be paid quarterly within thirty (30) days of the close of the quarter. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6 Equipment. Grantee agrees to furnish a press truck of at least sixteen (16) yards in capacity and agrees to maintain the truck in good and safe operating condition and to provide personnel in sufficient numbers to properly conduct Grantee's business. Grantee agrees that, in addition to the equipment aforesaid, it will at all times have a flat-bed truck to transport large items which cannot be transported in a press truck, and further, should the population demand, Grantee will purchase additional equipment for service.

Section 7 Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a garbage, ashes, refuse, recyclable refuse and compostable materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such garbage, ashes, refuse, recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 8 Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all garbage, ashes, refuse, recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said garbage, ashes, refuse, recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 9 Conduct of Work. Grantee, their employees or agents, engaged in the collection of garbage, ashes, refuse, recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, their employees or agents, shall exercise reasonable care in the handling of garbage, ashes, refuse, recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any garbage, ashes, refuse, recyclable refuse or compostable materials but must haul all garbage, ashes, refuse, recyclable refuse and compostable materials,



except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, their employees or agents, shall insure in the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse that no spillage occurs and that the garbage, ashes, refuse, recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 10 Bear-Resistant Trash Cans. Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.

Section 11 Pay-As-You-Throw Ordinance(s). Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a “pay-as-you-throw” program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.

Section 11 Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said garbage, ashes, refuse, recyclable refuse and compostable materials collection fees or charges.

Section 12 Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty-(30) day period the Grantee cures the failure or refusal to comply.

Section 13 Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars (\$1,000.00).

Section 14 Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring garbage, ashes, refuse, recyclable refuse and compostable materials collection services.

Section 15 Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 16 Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of garbage, ashes, refuse, recyclable refuse, and compostable materials as Grantee shall reasonably establish from time to time. In addition to said collection rates or fees, Grantee may charge customers a regular fee for bear-resistant container service as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the rates and fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by

franchises and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Section 17 Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 18 Binding Effect. This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 19 Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 20 Pick-Up Locations. Garbage, ashes, refuse, recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 21 Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 22 Ordinances Repealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 23 Effective Date. This Ordinance shall become effective from and after the date of its passage.

PASSED ON 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED ON 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**ACCEPTANCE OF FRANCHISE AGREEMENT**

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

**YELLOW IRON EXCAVATING, LLC. DBA YELLOW IRON  
WASTE REMOVAL**

\_\_\_\_\_  
BY: Dave Garvin  
ITS: President

**TOWN OF JACKSON**

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON ) ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance \_\_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_\_ day \_\_\_\_\_ 2022. I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_ of Book \_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

# STAFF REPORT



|                               |                                                   |                        |                      |
|-------------------------------|---------------------------------------------------|------------------------|----------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                 | <b>Meeting Title:</b>  | Regular Town Council |
| <b>Submitting Department:</b> | Community Development                             | <b>Presenter:</b>      | Tanya Anderson       |
| <b>Agenda Item:</b>           | <b>SUBJECT:</b> First Reading of Ordinances P & Q | <b>Public Comment:</b> | Yes                  |

## Purpose & Policy Considerations.

To review and consider at first reading Ordinances P and Q to amend the Town of Jackson Municipal Code.

## Requested Action.

Request to review and consider Ordinance P, which would amend and add to the text of the Municipal Code as follows:

- Title 7 Animals
  - Amend § 7.02.010 Definitions
  - Amend § 7.08.070 Supplemental feeding of certain animals
  - Add § 7.08.080 Wildlife attractants prohibited

Request to review and consider Ordinance Q, which would add the following text to the Municipal Code:

- Title 8 Health and Safety
  - Add § 8.12.105 Receptacles required
  - Add § 8.12.108 Closed garbage containers required

## Recommendations.

The Community Development Director recommends **approval** of Ordinances P & Q as presented.

## Background.

At the August 15, 2022, Town Council regular meeting the Council voted unanimously to approve the proposed amendments and directed staff to create a plan to monitor the effectiveness of the ordinances.

## Analysis.

Please see the attached ordinance that provides all proposed changes to the Municipal Code, in strikethrough and clean text at first reading.

Ordinance Q states that a “bear-resistant container” means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town at the time of purchase. When a container is removed from the official IGBC list, the same container will not repass the test to be added back to the list. However, the same company may make improvements to their container design and reapply for certification. The wording in the ordinance is intended to provide flexibility for residents and haulers in the case of a previously certified container that is later removed from the IGBC list. Town Council may choose to allow waste haulers and residents who purchased containers in good faith while they were on the IGBC list to continue to use and distribute those containers until replacements are needed. Town Council may also accept containers that are certified by another agency that is created in the future. Waste haulers and residents should not purchase additional containers after they have been removed from the list; all bear-resistant containers should be certified by the IGBC at the time of purchase.

To monitor and evaluate the effectiveness of the ordinance, the Ecosystem Stewardship Administrator will request communication from the Wyoming Department of Game and Fish regarding critical or time-sensitive human-wildlife conflicts and will evaluate bear conflict data annually. The Ecosystem Stewardship Administrator will also report to Town Council annually, until deemed unnecessary by Council, on wildlife conflicts, bear-resistant trash container distribution, complaints, enforcement actions, and updates from waste haulers and partner organizations.

**Possible Alternatives.**

- Direct staff to edit Ordinance P and bring a revised draft back to Council for review and consideration
- Not approve Ordinance P at first reading
- Direct staff to edit Ordinance Q and bring a revised draft back to Council for review and consideration
- Not approve Ordinance Q at first reading

**Comprehensive Plan & Priority Alignment.**

Principle 1.1—Maintain healthy populations of all native species.

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

Policy 1.1.d: Limit human/wildlife conflicts

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

**Fiscal Impact.**

Most of the cost of implementation falls on residents, businesses, and waste haulers.

**Staff Impact.**

Staff time to complete this ordinance was approximately 60 hours, which time came from the Legal and Community Development departments. Implementation will take an estimated 30 hours of staff time in the Community Development Department.

**Attachments or Links.**

Bear Conflict Map  
Ordinance P  
Ordinance Q

**Suggested Motions.**

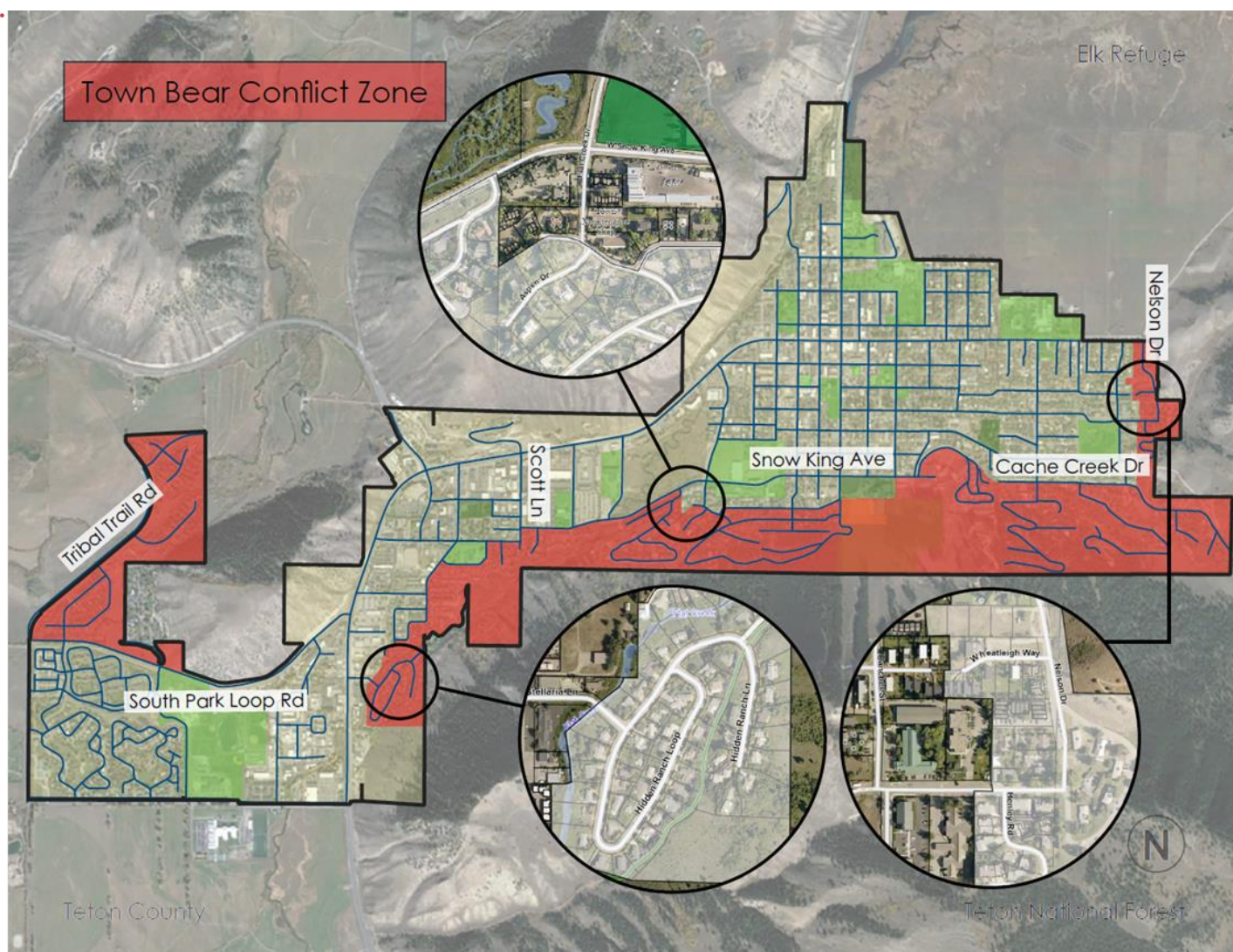
Ordinance P

I move to approve Ordinance P on first reading.



Ordinance Q

I move to approve Ordinance Q on first reading.



## ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 146, 727 AND 802; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 920, 789 AND 293; SECTIONS 3-6 OF TOWN OF JACKSON ORDINANCE NO. 789, AND SECTIONS 7.02.010 AND 7.08.070 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, AND ADDING 7.08.080 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON, REGARDING FEEDING AND ATTRACTING WILDLIFE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

### SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 146, 727 and 802; Section 2 of Town of Jackson Ordinance Nos. 920, 789 and 293; Sections 3-6 of Town of Jackson Ordinance No. 789, and Sections 7.02.010 and 7.08.070 of the Municipal Code of the Town of Jackson are hereby amended and reenacted, and Section 7.08.080 of the Municipal Code of the Town of Jackson is hereby added, as follows:

#### **7.02.010 Definitions.**

The following definitions shall apply to this title, unless otherwise stated:

...

B. "Animal" means any living creature, domestic or wild, other than a human.

...

U. "Wildlife" means any non-domestic animal.

(Ord. \_\_\_\_ § \_\_\_\_, 2022; Ord. 802, §1, 2005; Ord. 793 § 2, 2005; Ord. 789 § 2, 3, 4, 5, 6, 2004; Ord. 146 § 1, 1971).

#### **7.08.070 Supplemental feeding of wildlife.**

#### **7.08.080 Wildlife attractants prohibited.**

...

#### **7.08.070 Supplemental feeding of wildlife.**

- A. No person shall provide supplemental feed to wildlife.
- B. As used in this section, the term "supplemental feed" means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed or birdseed, and any other feed product that may be consumed by wildlife. . A person engaged in any of the following activities is not subject to liability under this section:
  1. The normal feeding of livestock, excluding the storage of the feed;

2. The practice of raising crops and crop aftermath, including hay, alfalfa and grains produced, harvested, stored, or fed to domestic livestock in accordance with normal agricultural practices;
3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but if and only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, or other edible materials.
5. The person is authorized to provide supplemental feed by an agency of either the State of Wyoming or the United States of America.

(Ord. \_\_\_\_ § \_\_\_\_, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

#### **7.08.080 Wildlife attractants.**

- A. As used in this section, the term “wildlife attractant” means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.
- B. No person shall knowingly store, keep, leave out, dispose of, or place any wildlife attractants on or about any property.
- C. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fencing, or enclosure as set forth in Section 8.12.105.
- D. Ornamental Fruit Bearing Trees. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 or maintained by pruning the tree branches to be at least 10 feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. \_\_\_\_ § \_\_\_\_, 2022).

#### **SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

#### **SECTION III.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective April 1, 2023.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF TETON     )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk



## ORDINANCE Q

AN ORDINANCE ADDING SECTIONS 8.12.105 AND 8.12.108 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO BEAR RESISTANT CONTAINERS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

### SECTION 1.

Sections 8.12.105 and 8.12.108 of the Municipal Code of the Town of Jackson are hereby created and added as follows:

...

**8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.**

**8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.**

...

**8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.**

A. For the purposes of this section, the following definitions shall apply:

1. "Attractant waste and refuse" means all trash or other substances that could reasonably be expected to attract bears, which includes, but is not limited to, kitchen organic waste, food, food packaging, toothpaste, deodorant, lotion, insect repellent, cosmetics, spices, seasoning, grease, pet food, pet food packaging, soiled diapers, and feminine hygiene products. Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish.
2. The "bear conflict zone" means the areas within the Town of Jackson that have experienced bears foraging for food in waste containers and other sources at levels that pose a threat to the health, safety, and welfare of the citizens and visitors to the Town. The bear conflict zone is hereby established and adopted by Town Council, and is as depicted on the Official Zoning Map located on the Teton County Map Server at <http://maps.greenwoodmap.com/tetonwy/mapserver/>.
3. A "bear-resistant building, fencing, or enclosure" is one that consists of or contains:
  - a. A framed building, fencing, or enclosure with hard sides and a roof constructed of wood, non-reflective metal, or other like product reasonably designed and manufactured to withstand an intrusion by a bear;
  - b. Chain-link fencing that is fully enclosed, including the top being fully covered;
  - c. Functional and maintained electric fencing designed to exclude bears; or
  - d. A combination of the above; and
  - e. Functional, maintained self-latching doors and gates, or doors and gates with manually-operated locks.
4. "Bear-resistant container" means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town at the time of purchase. A list of certified

bear-resistant containers and dumpsters is available on the IGBC website. A list of bear-resistant containers and dumpsters approved through the alternative organization designated by the Town is available through the Town.

5. "Property" means any residence, building, premises, place of business, or public building or place.
  6. "Yard rubbish" means tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material.
- B. The following requirements apply to collection and disposal of attractant waste and refuse within the bear conflict zone:
1. Every owner, lessee, or occupant of any property shall properly store all attractant waste and refuse in a bear-resistant container.
  2. Attractant waste and refuse may be stored in a non-bear-resistant container as long as the container is stored within a bear-resistant building, fencing, or enclosure at all times while on the property.
  3. All containers at construction sites that include any attractant waste and refuse shall be bear-resistant containers, which shall be kept closed and secured at all times when not in active use. Non-bear-resistant containers may be used to store construction trash that does not contain attractant waste and refuse.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

**8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.**

- A. Bear-resistant containers, buildings, fencing, and enclosures shall be functioning and closed and secured when attractant waste and refuse is not actively being deposited.
- B. Bear-resistant containers shall not be altered, modified, or in any manner changed beyond the manufacturer's specifications and doing so renders the container out of compliance with this Code.
- C. A damaged, whether irreparably or otherwise, bear-resistant container, building, fencing, or enclosure that may be accessed by bears shall be repaired within seventy-two (72) hours after the damage.
- D. An irreparably damaged bear-resistant container must be replaced or removed within seven (7) days after the damage.
- E. Trash haulers are required to display their business names on all receptacles they provide within the Town.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

**SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION III.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective April 1, 2023.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING       )  
                                      ) ss.  
COUNTY OF TETON       )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 146, 727 AND 802; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 920, 789 AND 293; SECTIONS 3-6 OF TOWN OF JACKSON ORDINANCE NO. 789, AND SECTIONS 7.02.010 AND 7.08.070 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, AND ADDING 7.08.080 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON, REGARDING FEEDING AND ATTRACTING WILDLIFE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

### SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 146, 727 and 802; Section 2 of Town of Jackson Ordinance Nos. 920, 789 and 293; Sections 3-6 of Town of Jackson Ordinance No. 789, and Sections 7.02.010 and 7.08.070 of the Municipal Code of the Town of Jackson are hereby amended and reenacted, and Section 7.08.080 of the Municipal Code of the Town of Jackson is hereby added, as follows:

#### 7.02.010 Definitions.

The following definitions shall apply to this title, unless otherwise stated:

...

B. "Animal" means any living ~~dumb~~ creature, domestic or wild, other than a human. ~~as defined in this title as "dog", "domestic animal", "fowl", "horse", "livestock" or "predatory animal."~~

...

U. "Wildlife" means any non-domestic animal.

(~~Ord. \_\_\_\_\_ § \_\_\_\_\_, 2022;~~ Ord. 802, §1, 2005; Ord. 793 § 2, 2005; Ord. 789 § 2, 3, 4, 5, 6, 2004; Ord. 146 § 1, 1971).

7.08.070 Supplemental ~~F~~eeding of ~~certain animals~~wildlife.

7.08.080 Wildlife attractants prohibited.

...

7.08.070 Supplemental ~~F~~eeding of ~~certain animals~~wildlife.

~~A. Definitions.~~

- ~~1. "Supplemental feed attractants" are includes any human food, pet food, hay, forage product or supplement, grain, honey, seed or birdseed, salt or mineral licks, garbage, or other attractants~~supplemental feed product made available to wildlife.
- ~~2. For the purposes of this section "agricultural" means the science or art of cultivating the soil, producing crops, boarding and/or raising permitted livestock.~~ning.

A. No person shall ~~knowingly or intentionally~~ provide supplemental feed to wildlife attractants to the following animals, unless specifically authorized by an agency of either the State of Wyoming or the United States of America: antelope, bighorn sheep, deer, elk, moose, mountain goat, bobcat, black bear, grizzly bear, mountain lion, lynx, wild bison, coyote, fox, raccoon and wolf.

~~B.~~ As used in this section, the term "supplemental feed" means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed or birdseed, and any other feed product that may be consumed by wildlife. ~~made available to wildlife.~~

~~C.~~ B. A person engaged in any of the following activities is not subject to liability ~~yes~~ under this section:

1. ~~A person engaged in t~~The normal feeding of livestock, excluding the storage of the feed;
2. ~~A person pursuing~~The pursuit of an agricultural purpose practices on land taxed as agricultural land as defined by W.S. 39-13-101(a)(iii);
3. ~~2. A person engaged in t~~The practice of raising crops and crop aftermath, including hay, alfalfa and grains, produced, harvested, stored, or fed to domestic livestock in accordance with normal agricultural practices;
4. ~~3. A person engaged in t~~The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce; and/or,
4. ~~A person engaged in b~~Bird feeding, but if and only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, or other edible materials. ~~D; or bird food is made unavailable to the animals specified in paragraphs A and B of this Section.~~
5. The person is authorized to provide supplemental feed by an agency of either the State of Wyoming or the United States of America.

(Ord. § , 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

#### 7.08.080 Wildlife attractants.

A. As used in this section, the term "wildlife attractant" means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.

B. No person shall knowingly store, keep, leave out, dispose of, or place any wildlife attractants on or about any property.

C. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fencing, or enclosure as set forth in Section 8.12.105.

D. Ornamental Fruit Bearing Trees. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 or maintained by pruning the tree branches to be at least 10 feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. § , 2022).



SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective April 1, 2023.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_

Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_

Riley Taylor, Town Clerk

### ATTESTATION OF TOWN CLERK

STATE OF WYOMING        )  
                                      ) ss.

COUNTY OF TETON )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

## ORDINANCE Q

AN ORDINANCE ADDING SECTIONS 8.12.105 AND 8.12.108 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO BEAR RESISTANT CONTAINERS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

### SECTION 1.

Sections 8.12.105 and 8.12.108 of the Municipal Code of the Town of Jackson are hereby created and added as follows:

...

8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.

8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.

...

8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.

A. For the purposes of this section, the following definitions shall apply:

1. "Attractant waste and refuse" means all trash or other substances that could reasonably be expected to attract bears, which includes, but is not limited to, kitchen organic waste, food, food packaging, toothpaste, deodorant, lotion, insect repellent, cosmetics, spices, seasoning, grease, pet food, pet food packaging, soiled diapers, and sanitary pads. Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish.
2. The "bear conflict zone" means the areas within the Town of Jackson that have experienced bears foraging for food in waste containers and other sources at levels that pose a threat to the health, safety, and welfare of the citizens and visitors to the Town. The bear conflict zone is hereby established and adopted by Town Council, and is as depicted on the Official Zoning Map located on the Teton County Map Server at <http://maps.greenwoodmap.com/tetonwy/mapserver/>.
3. A "bear-resistant building, fencing, or enclosure" is one that consists of or contains:
  - a. A framed building, fencing, or enclosure with hard sides and a roof constructed of wood, non-reflective metal, or other like product reasonably designed and manufactured to withstand an intrusion by a bear;
  - b. Chain-link fencing that is fully enclosed, including the top being fully covered;
  - c. Functional and maintained electric fencing designed to exclude bears; or
  - d. A combination of the above; and
  - e. Functional, maintained self-latching doors and gates, or doors and gates with manually-operated locks.
4. "Bear-resistant container" means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town. A list of certified bear-resistant

containers and dumpsters is available on the IGBC website. A list of bear-resistant containers and dumpsters approved through the alternative organization designated by the Town is available through the Town.

5. "Property" means any residence, building, premises, place of business, or public building or place.

6. "Yard rubbish" means tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material.

B. The following requirements apply to collection and disposal of attractant waste and refuse within the bear conflict zone:

1. Every owner, lessee, or occupant of any property shall properly store all attractant waste and refuse in a bear-resistant container.

2. Attractant waste and refuse may be stored in a non-bear-resistant container as long as the container is stored within a bear-resistant building, fencing, or enclosure at all times while on the property.

3. All containers at construction sites that include any attractant waste and refuse shall be bear-resistant containers, which shall be kept closed and secured at all times when not in active use. Non-bear-resistant containers may be used to store construction trash that does not contain attractant waste and refuse.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

#### 8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.

A. Bear-resistant containers, buildings, fencing, and enclosures shall be functioning and closed and secured when attractant waste and refuse is not actively being deposited.

B. Bear-resistant containers shall not be altered, modified, or in any manner changed beyond the manufacturer's specifications and doing so renders the container out of compliance with this Code.

C. A damaged, whether irreparably or otherwise, bear-resistant container, building, fencing, or enclosure that may be accessed by bears shall be repaired within seventy-two (72) hours after the damage.

D. An irreparably damaged bear-resistant container must be replaced or removed within seven (7) days after the damage.

E. Trash haulers are required to display their business names on all receptacles they provide within the Town.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

## SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

## SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING       )  
                                      ) ss.  
COUNTY OF TETON       )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

# STAFF REPORT



|                               |                                                   |                        |                      |
|-------------------------------|---------------------------------------------------|------------------------|----------------------|
| <b>Meeting Date:</b>          | September 6, 2022                                 | <b>Meeting Title:</b>  | Regular Town Council |
| <b>Submitting Department:</b> | Community Development                             | <b>Presenter:</b>      | Tanya Anderson       |
| <b>Agenda Item:</b>           | <b>SUBJECT:</b> First Reading of Ordinances P & Q | <b>Public Comment:</b> | Yes                  |

## Purpose & Policy Considerations.

To review and consider at first reading Ordinances P and Q to amend the Town of Jackson Municipal Code.

## Requested Action.

Request to review and consider Ordinance P, which would amend and add to the text of the Municipal Code as follows:

- Title 7 Animals
  - Amend § 7.02.010 Definitions
  - Amend § 7.08.070 Supplemental feeding of certain animals
  - Add § 7.08.080 Wildlife attractants prohibited

Request to review and consider Ordinance Q, which would add the following text to the Municipal Code:

- Title 8 Health and Safety
  - Add § 8.12.105 Receptacles required
  - Add § 8.12.108 Closed garbage containers required

## Recommendations.

The Community Development Director recommends **approval** of Ordinances P & Q as presented.

## Background.

At the August 15, 2022, Town Council regular meeting the Council voted unanimously to approve the proposed amendments and directed staff to create a plan to monitor the effectiveness of the ordinances.

## Analysis.

Please see the attached ordinance that provides all proposed changes to the Municipal Code, in strikethrough and clean text at first reading.

Ordinance Q states that a “bear-resistant container” means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town at the time of purchase. When a container is removed from the official IGBC list, the same container will not repass the test to be added back to the list. However, the same company may make improvements to their container design and reapply for certification. The wording in the ordinance is intended to provide flexibility for residents and haulers in the case of a previously certified container that is later removed from the IGBC list. Town Council may choose to allow waste haulers and residents who purchased containers in good faith while they were on the IGBC list to continue to use and distribute those containers until replacements are needed. Town Council may also accept containers that are certified by another agency that is created in the future. Waste haulers and residents should not purchase additional containers after they have been removed from the list; all bear-resistant containers should be certified by the IGBC at the time of purchase.



To monitor and evaluate the effectiveness of the ordinance, the Ecosystem Stewardship Administrator will request communication from the Wyoming Department of Game and Fish regarding critical or time-sensitive human-wildlife conflicts and will evaluate bear conflict data annually. The Ecosystem Stewardship Administrator will also report to Town Council annually, until deemed unnecessary by Council, on wildlife conflicts, bear-resistant trash container distribution, complaints, enforcement actions, and updates from waste haulers and partner organizations.

**Possible Alternatives.**

- Direct staff to edit Ordinance P and bring a revised draft back to Council for review and consideration
- Not approve Ordinance P at first reading
- Direct staff to edit Ordinance Q and bring a revised draft back to Council for review and consideration
- Not approve Ordinance Q at first reading

**Comprehensive Plan & Priority Alignment.**

Principle 1.1—Maintain healthy populations of all native species.

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

Policy 1.1.d: Limit human/wildlife conflicts

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

**Fiscal Impact.**

Most of the cost of implementation falls on residents, businesses, and waste haulers.

**Staff Impact.**

Staff time to complete this ordinance was approximately 60 hours, which time came from the Legal and Community Development departments. Implementation will take an estimated 30 hours of staff time in the Community Development Department.

**Attachments or Links.**

Bear Conflict Map  
Ordinance P  
Ordinance Q

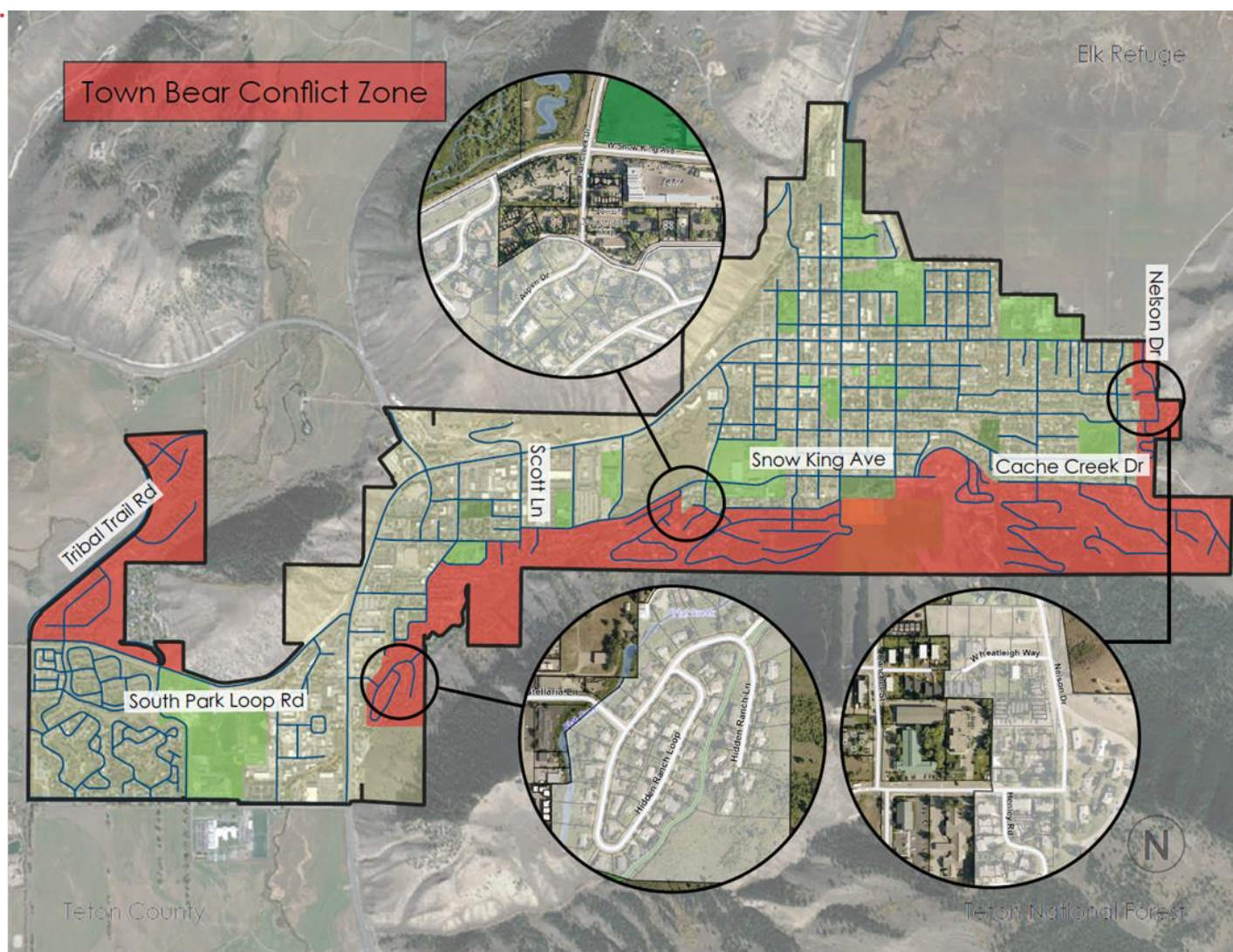
**Suggested Motions.**

Ordinance P

I move to approve Ordinance P on first reading.

Ordinance Q

I move to approve Ordinance Q on first reading.



## ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 146, 727 AND 802; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 920, 789 AND 293; SECTIONS 3-6 OF TOWN OF JACKSON ORDINANCE NO. 789, AND SECTIONS 7.02.010 AND 7.08.070 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, AND ADDING 7.08.080 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON, REGARDING FEEDING AND ATTRACTING WILDLIFE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

### SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 146, 727 and 802; Section 2 of Town of Jackson Ordinance Nos. 920, 789 and 293; Sections 3-6 of Town of Jackson Ordinance No. 789, and Sections 7.02.010 and 7.08.070 of the Municipal Code of the Town of Jackson are hereby amended and reenacted, and Section 7.08.080 of the Municipal Code of the Town of Jackson is hereby added, as follows:

#### **7.02.010 Definitions.**

The following definitions shall apply to this title, unless otherwise stated:

...

B. "Animal" means any living creature, domestic or wild, other than a human.

...

U. "Wildlife" means any non-domestic animal.

(Ord. \_\_\_\_ § \_\_\_\_, 2022; Ord. 802, §1, 2005; Ord. 793 § 2, 2005; Ord. 789 § 2, 3, 4, 5, 6, 2004; Ord. 146 § 1, 1971).

#### **7.08.070 Supplemental feeding of wildlife.**

#### **7.08.080 Wildlife attractants prohibited.**

...

#### **7.08.070 Supplemental feeding of wildlife.**

- A. No person shall provide supplemental feed to wildlife.
- B. As used in this section, the term "supplemental feed" means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed or birdseed, and any other feed product that may be consumed by wildlife. . A person engaged in any of the following activities is not subject to liability under this section:
  1. The normal feeding of livestock, excluding the storage of the feed;

2. The practice of raising crops and crop aftermath, including hay, alfalfa and grains produced, harvested, stored, or fed to domestic livestock in accordance with normal agricultural practices;
3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
4. Bird feeding, but if and only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, or other edible materials.
5. The person is authorized to provide supplemental feed by an agency of either the State of Wyoming or the United States of America.

(Ord. \_\_\_\_ § \_\_\_\_, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

#### **7.08.080 Wildlife attractants.**

- A. As used in this section, the term “wildlife attractant” means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.
- B. No person shall knowingly store, keep, leave out, dispose of, or place any wildlife attractants on or about any property.
- C. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fencing, or enclosure as set forth in Section 8.12.105.
- D. Ornamental Fruit Bearing Trees. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 or maintained by pruning the tree branches to be at least 10 feet from the ground and by keeping the area below the tree free of any fruit.

(Ord. \_\_\_\_ § \_\_\_\_, 2022).

#### **SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

#### **SECTION III.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.



SECTION IV.

This Ordinance shall become effective April 1, 2023.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF TETON     )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE Q

AN ORDINANCE ADDING SECTIONS 8.12.105 AND 8.12.108 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO BEAR RESISTANT CONTAINERS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

### SECTION 1.

Sections 8.12.105 and 8.12.108 of the Municipal Code of the Town of Jackson are hereby created and added as follows:

...

**8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.**

**8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.**

...

**8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.**

A. For the purposes of this section, the following definitions shall apply:

1. "Attractant waste and refuse" means all trash or other substances that could reasonably be expected to attract bears, which includes, but is not limited to, kitchen organic waste, food, food packaging, toothpaste, deodorant, lotion, insect repellent, cosmetics, spices, seasoning, grease, pet food, pet food packaging, soiled diapers, and feminine hygiene products. Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish.
2. The "bear conflict zone" means the areas within the Town of Jackson that have experienced bears foraging for food in waste containers and other sources at levels that pose a threat to the health, safety, and welfare of the citizens and visitors to the Town. The bear conflict zone is hereby established and adopted by Town Council, and is as depicted on the Official Zoning Map located on the Teton County Map Server at <http://maps.greenwoodmap.com/tetonwy/mapserver/>.
3. A "bear-resistant building, fencing, or enclosure" is one that consists of or contains:
  - a. A framed building, fencing, or enclosure with hard sides and a roof constructed of wood, non-reflective metal, or other like product reasonably designed and manufactured to withstand an intrusion by a bear;
  - b. Chain-link fencing that is fully enclosed, including the top being fully covered;
  - c. Functional and maintained electric fencing designed to exclude bears; or
  - d. A combination of the above; and
  - e. Functional, maintained self-latching doors and gates, or doors and gates with manually-operated locks.
4. "Bear-resistant container" means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town at the time of purchase. A list of certified

bear-resistant containers and dumpsters is available on the IGBC website. A list of bear-resistant containers and dumpsters approved through the alternative organization designated by the Town is available through the Town.

5. "Property" means any residence, building, premises, place of business, or public building or place.
  6. "Yard rubbish" means tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material.
- B. The following requirements apply to collection and disposal of attractant waste and refuse within the bear conflict zone:
1. Every owner, lessee, or occupant of any property shall properly store all attractant waste and refuse in a bear-resistant container.
  2. Attractant waste and refuse may be stored in a non-bear-resistant container as long as the container is stored within a bear-resistant building, fencing, or enclosure at all times while on the property.
  3. All containers at construction sites that include any attractant waste and refuse shall be bear-resistant containers, which shall be kept closed and secured at all times when not in active use. Non-bear-resistant containers may be used to store construction trash that does not contain attractant waste and refuse.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

**8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.**

- A. Bear-resistant containers, buildings, fencing, and enclosures shall be functioning and closed and secured when attractant waste and refuse is not actively being deposited.
- B. Bear-resistant containers shall not be altered, modified, or in any manner changed beyond the manufacturer's specifications and doing so renders the container out of compliance with this Code.
- C. A damaged, whether irreparably or otherwise, bear-resistant container, building, fencing, or enclosure that may be accessed by bears shall be repaired within seventy-two (72) hours after the damage.
- D. An irreparably damaged bear-resistant container must be replaced or removed within seven (7) days after the damage.
- E. Trash haulers are required to display their business names on all receptacles they provide within the Town.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

**SECTION II.**

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION III.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective April 1, 2023.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING       )  
                                      ) ss.  
COUNTY OF TETON       )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 146, 727 AND 802; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 920, 789 AND 293; SECTIONS 3-6 OF TOWN OF JACKSON ORDINANCE NO. 789, AND SECTIONS 7.02.010 AND 7.08.070 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, AND ADDING 7.08.080 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON, REGARDING FEEDING AND ATTRACTING WILDLIFE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

### SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 146, 727 and 802; Section 2 of Town of Jackson Ordinance Nos. 920, 789 and 293; Sections 3-6 of Town of Jackson Ordinance No. 789, and Sections 7.02.010 and 7.08.070 of the Municipal Code of the Town of Jackson are hereby amended and reenacted, and Section 7.08.080 of the Municipal Code of the Town of Jackson is hereby added, as follows:

#### 7.02.010 Definitions.

The following definitions shall apply to this title, unless otherwise stated:

...

B. "Animal" means any living ~~dumb~~ creature, domestic or wild, other than a human. ~~as defined in this title as "dog", "domestic animal", "fowl", "horse", "livestock" or "predatory animal."~~

...

U. "Wildlife" means any non-domestic animal.

(Ord. § , 2022; Ord. 802, §1, 2005; Ord. 793 § 2, 2005; Ord. 789 § 2, 3, 4, 5, 6, 2004; Ord. 146 § 1, 1971).

7.08.070 Supplemental ~~F~~eeding of ~~certain animals~~wildlife.

7.08.080 Wildlife attractants prohibited.

...

7.08.070 Supplemental ~~F~~eeding of ~~certain animals~~wildlife.

~~A. Definitions.~~

~~1. "Supplemental feed attractants" are includes any human food, pet food, hay, forage product or supplement, grain, honey, seed or birdseed, salt or mineral licks, garbage, or other attractants~~supplemental feed product made available to wildlife.

~~2. For the purposes of this section "agricultural" means the science or art of cultivating the soil, producing crops, boarding and/or raising permitted livestock.~~ning.



A. No person shall ~~knowingly or intentionally~~ provide supplemental feed to wildlife attractants to the following animals, unless specifically authorized by an agency of either the State of Wyoming or the United States of America: antelope, bighorn sheep, deer, elk, moose, mountain goat, bobcat, black bear, grizzly bear, mountain lion, lynx, wild bison, coyote, fox, raccoon and wolf.

~~B.~~ As used in this section, the term "supplemental feed" means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed or birdseed, and any other feed product that may be consumed by wildlife. ~~made available to wildlife.~~

~~C.~~ B. A person engaged in any of the following activities is not subject to liability ~~yes~~ under this section:

1. ~~A person engaged in t~~The normal feeding of livestock, excluding the storage of the feed;
2. ~~A person pursuing~~The pursuit of an agricultural purpose practices on land taxed as agricultural land as defined by W.S. 39-13-101(a)(iii);
3. ~~2. A person engaged in t~~The practice of raising crops and crop aftermath, including hay, alfalfa and grains, produced, harvested, stored, or fed to domestic livestock in accordance with normal agricultural practices;
4. ~~3. A person engaged in t~~The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce; and/or,
4. ~~A person engaged in b~~Bird feeding, but if and only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, or other edible materials. ~~D; or bird food is made unavailable to the animals specified in paragraphs A and B of this Section.~~
5. The person is authorized to provide supplemental feed by an agency of either the State of Wyoming or the United States of America.

(Ord.       §      , 2022; Ord. 920 § 2, 2009; ~~or~~ Ord. 727 § 1, 2003).

#### 7.08.080 Wildlife attractants.

A. As used in this section, the term "wildlife attractant" means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but ~~is~~ not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.

B. No person shall knowingly store, keep, leave out, dispose of, or place any wildlife attractants on or about any property.

C. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fencing, or enclosure as set forth in Section 8.12.105.

D. Ornamental ~~Fruit Bearing~~ Trees. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 or maintained by pruning the tree branches to be at least 10 feet from the ground and by keeping the area below the tree free of any fruit.

(Ord.       §      , 2022).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective April 1, 2023.

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_

Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_

Riley Taylor, Town Clerk

### ATTESTATION OF TOWN CLERK

STATE OF WYOMING        )  
                                      ) ss.

COUNTY OF TETON )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

## ORDINANCE Q

AN ORDINANCE ADDING SECTIONS 8.12.105 AND 8.12.108 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO BEAR RESISTANT CONTAINERS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

### SECTION 1.

Sections 8.12.105 and 8.12.108 of the Municipal Code of the Town of Jackson are hereby created and added as follows:

...

8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.

8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.

...

8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.

A. For the purposes of this section, the following definitions shall apply:

1. "Attractant waste and refuse" means all trash or other substances that could reasonably be expected to attract bears, which includes, but is not limited to, kitchen organic waste, food, food packaging, toothpaste, deodorant, lotion, insect repellent, cosmetics, spices, seasoning, grease, pet food, pet food packaging, soiled diapers, and sanitary pads. Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish.
2. The "bear conflict zone" means the areas within the Town of Jackson that have experienced bears foraging for food in waste containers and other sources at levels that pose a threat to the health, safety, and welfare of the citizens and visitors to the Town. The bear conflict zone is hereby established and adopted by Town Council, and is as depicted on the Official Zoning Map located on the Teton County Map Server at <http://maps.greenwoodmap.com/tetonwy/mapserver/>.
3. A "bear-resistant building, fencing, or enclosure" is one that consists of or contains:
  - a. A framed building, fencing, or enclosure with hard sides and a roof constructed of wood, non-reflective metal, or other like product reasonably designed and manufactured to withstand an intrusion by a bear;
  - b. Chain-link fencing that is fully enclosed, including the top being fully covered;
  - c. Functional and maintained electric fencing designed to exclude bears; or
  - d. A combination of the above; and
  - e. Functional, maintained self-latching doors and gates, or doors and gates with manually-operated locks.
4. "Bear-resistant container" means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town. A list of certified bear-resistant

containers and dumpsters is available on the IGBC website. A list of bear-resistant containers and dumpsters approved through the alternative organization designated by the Town is available through the Town.

5. "Property" means any residence, building, premises, place of business, or public building or place.

6. "Yard rubbish" means tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material.

B. The following requirements apply to collection and disposal of attractant waste and refuse within the bear conflict zone:

1. Every owner, lessee, or occupant of any property shall properly store all attractant waste and refuse in a bear-resistant container.

2. Attractant waste and refuse may be stored in a non-bear-resistant container as long as the container is stored within a bear-resistant building, fencing, or enclosure at all times while on the property.

3. All containers at construction sites that include any attractant waste and refuse shall be bear-resistant containers, which shall be kept closed and secured at all times when not in active use. Non-bear-resistant containers may be used to store construction trash that does not contain attractant waste and refuse.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

#### 8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.

A. Bear-resistant containers, buildings, fencing, and enclosures shall be functioning and closed and secured when attractant waste and refuse is not actively being deposited.

B. Bear-resistant containers shall not be altered, modified, or in any manner changed beyond the manufacturer's specifications and doing so renders the container out of compliance with this Code.

C. A damaged, whether irreparably or otherwise, bear-resistant container, building, fencing, or enclosure that may be accessed by bears shall be repaired within seventy-two (72) hours after the damage.

D. An irreparably damaged bear-resistant container must be replaced or removed within seven (7) days after the damage.

E. Trash haulers are required to display their business names on all receptacles they provide within the Town.

(Ord. \_\_\_\_\_, \_\_\_\_\_.)

## SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

## SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING       )  
                                      ) ss.  
COUNTY OF TETON       )

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_\_ of Book \_\_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk



## MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: September 6, 2022

RE: Town Manager's Report

### Upcoming Council Retreats

As you know, staff has engaged Heather Bergman and Heidi Brinkman to assist the Town in a review of the current Town organizational structure and the relationship between the structure and what is desired for the next Town Manager. The results of this work will be presented and discussed at a special Town Council retreat scheduled for October 24, 2022. We have reserved the fireside room at the Grand View Lodge at Snow King Resort for this retreat.

Additionally, staff reached out to Heather Bergman regarding her availability to facilitate the annual Council retreat held at the start of the calendar year. Based on the available dates, Mayor Morton Levinson has set February 7 and 8 for this retreat. If there are conflicts with these two dates, please bring those up during the discussion of the Town Manager's report. Staff will work with the Mayor and Vice Mayor on preferred locations and begin work on securing a venue for this retreat. Staff will also work with Heather Bergman to set up a timeline for Council input into the agenda.